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GUILFORD CO, NC FEE \$26.00

PRESENTED & RECORDED:

04-04-2008 10:33:19 AM

JEFF L. THIGPEN

REGISTER OF DEEDS
BY: ANDREW S ADKINS
DEPUTY-GB

BK: R 6873

PG: 482-486

Grantee Address: City of Greensboro -- Property Management
P.O. Box 3136, Greensboro, NC 27402

Drawn By: Office of the City Attorney
P.O. Box 3136, Greensboro, NC 27402

City-pick up

STATE OF NORTH CAROLINA)

DEED OF EASEMENT

and

COUNTY OF GUILFORD)

MAINTENANCE AGREEMENT

NTC

5th

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this 12th day of February, 2008 by and between **Villas at Eagle Pointe Homeowners' Association, Inc.**, a North Carolina non-profit corporation (hereinafter referred to as "Grantor") and the **City of Greensboro**, a North Carolina municipal corporation (hereinafter referred to as "Grantee").

WITNESSETH :

That Grantor, in consideration of the mutual promises of the parties and their reliance on such promises, the sum of One Dollar (\$1.00) in hand paid, and other valuable considerations to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has bargained and sold by these presents, does bargain, sell and convey unto the Grantee, its successors and assigns, a surface easement over and across the property of Grantor by the Grantee, its agents, successors and assigns, for the purpose of ingress, egress and regress, said property being situated in Guilford County, North Carolina, as recorded in Plat Book 146, Page 115; in Plat Book 151, Page 2; in Plat Book 151, Page 121; in Plat Book 154, Page 88; in Plat Book 156, Page 27; and in Plat Book 157, Page 18, Guilford County Registry, and being more particularly described in Exhibit A.

Grantor and Grantee, by acceptance and execution of this Agreement, hereby agree to and are hereby bound by, the following terms and conditions:

1. By virtue of the surface easement herein granted, Grantee shall only be responsible for asphalt street maintenance, from edge of pavement to edge of pavement, to the extent provided for herein.

2. Grantor agrees to be solely responsible for all other items, including, but not limited to:

(a) Curb-and-Gutter - All installation, maintenance, repair and replacement of curb-and-gutters and aprons and curb cuts shall be the responsibility of the Grantor.

(b) Shoulders and Ditches - All installation, maintenance, and repair of shoulders and ditches shall be the responsibility of the Grantor.

(c) Sidewalks - All installation, maintenance, repair and replacement of sidewalks shall be the responsibility of the Grantor.

(d) Storm Water Infrastructure - All installation, repair, cleaning, and other maintenance of detention ponds, catch basins, curb inlets, yard inlets, and all other open and closed storm water systems shall be the responsibility of the Grantor.

(e) Asphalt Patching of Utility Cuts - All asphalt repairs to a drive and/or street as a result of utility cuts (electrical, phone, cable, etc.) shall be the responsibility of the Grantor.

(f) Landscaping & Mowing Maintenance - All landscaping and mowing maintenance shall be the responsibility of the Grantor. The Grantor shall also maintain clear sight distance at all drive and/or street intersections within its property.

(g) Street and Traffic Signs - All installation, maintenance and repair to street and traffic signs shall be the responsibility of the Grantor.

(h) Streetlights - All installation, maintenance and repairs of streetlights shall be the responsibility of the Grantor.

(i) Snow and Ice Removal - All snow and ice removal activities performed in and on the existing drives and/or streets shall be the responsibility of the Grantor.

(j) Water & Sewer Facilities – Any and installation, maintenance, repair, or replacement of any and all water and sewer facilities shall be the responsibility of the Grantor.


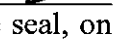
3. In the event Grantor fails to timely make any repairs which affect the ability to ingress, egress and regress over the herein granted surface easement, the City shall have the right to perform said repairs with its own forces and to be reimbursed by Grantor for the cost of all such repairs.

4. To the maximum extent allowed by law, Grantor shall defend, indemnify, and hold harmless Grantee from and against all claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements and expenses that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Grantee or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this section, the Grantor shall at its sole expense defend the Grantee with legal counsel reasonably acceptable to the Grantee.

TO have and to hold said rights and easements to it the City of Greensboro and its successors in title forever; it being agreed that the rights and easements hereby granted are appurtenant to and run with the lands.

THE designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

AND the Grantor further covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances, and that Grantor will defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused this Deed of Easement and Maintenance Agreement to be signed in its corporate name by its  President, attested by its  Secretary and sealed with its common corporate seal, on the day and year first above written.

Villas at Eagle Pointe Homeowners' Association, Inc.

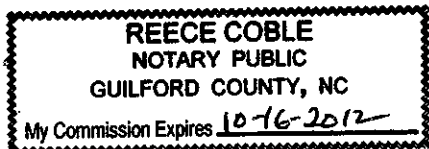
By: Robert R Hewitt
Secretary

By: Deane Woodard (SEAL)
President

NORTH CAROLINA
Guilford COUNTY



I certify that Robert R Hewitt, personally came before me this day and acknowledged that he (she) is Secretary of Villas at Eagle Pointe and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself (herself) as its secretary. Witness my hand and notarial seal/ stamp, this 12TH day of February, 2008.



Reece Coble
(Notary's signature as name appears on seal)

REECE COBLE
(Notary's printed name as name appears on seal)

My commission expires: 10-16, 2012

(affix notary seal in space above)

IN TESTIMONY WHEREOF, the Grantee has caused this Deed of Easement and Maintenance Agreement to be signed in its name by its Mayor, to be attested by its City Clerk, and its corporate seal to be hereunto affixed, all on the day and year first above written.

CITY OF GREENSBORO

BY Yvonne Johnson (SEAL)
MAYOR

ATTEST:

Diana Schmitt
Asst. CITY CLERK

APPROVED AS TO FORM AND LEGALITY.

Amargines N. Kontos
CITY ATTORNEY

Exhibit A

List of Streets to be Maintained – The Villas At Eagle Pointe, Phases I thru VIII

1. Eagle Nesting Lane, from Eagle Road to Eagle Perch Way.....(0.14 miles)

Eagle Nesting Lane, varying in pavement width (lip of gutter to lip of gutter), from approximately 12 feet to 35.5 feet at the exit lanes, and being located within Common Elements as shown on the following two maps: “Final Plat, Lots 1 thru 8, The Villas At Eagle Pointe” (Phase I), as recorded in Plat Book 146, Page 115 in the Office of the Register of Deeds of Guilford County, N.C., and “Revised Final Plat, Lots 33 thru 44, The Villas At Eagle Point, Phase IV” as recorded in Plat Book 151, Page 2, in said Guilford County Registry.

2. Eagle Perch Way, from Stanley Road to End of Street.....(0.11 miles)

Eagle Perch Way, measuring approximately 22 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), and being located within a 26’ Pond Access Easement as shown on the following maps: “Revised Final Plat, Lots 33 thru 44, The Villas At Eagle Pointe, Phase IV” as recorded in Plat Book 151, Page 2 in the Office of the Register of Deeds of Guilford County, N.C., “Final Plat, The Villas At Eagle Pointe, Phase V”, as recorded in Plat Book 151, Page 121, in said Guilford County Registry, “Final Plat, The Villas At Eagle Pointe, Phase VII”, as recorded in Plat Book 154, Page 88, in said Guilford County Registry, and “Final Plat, The Villas At Eagle Pointe, Phase VIII”, as recorded in Plat Book 156, Page 27, in said Guilford County Registry.

Total Centerline Length (.....(0.25 miles)

Street to be Maintained – The Villas at Eagle Pointe, Phase IX

Private Street, from Eagle Road to End of Street.....(0.02 miles)

A private street serving addresses 909 thru 941 Eagle Road, said street consisting of an entrance drive from Eagle Road having a pavement width of approximately 23 feet (lip of gutter to lip of gutter), and ending in a circle drive having a pavement width of approximately 20 feet, said private street being shown on a map entitled “Final Plat Of Buildings 16 and 20, The Villas At Eagle Pointe, Phase IX” and recorded in Plat Book 157, Page 18 in the Office of the Register of Deeds of Guilford County, N.C.

Total Centerline Length (Phase IX).....(0.02 miles)

Grand Total Centerline Length.....(0.27 miles)

CITY OF GREENSBORO CONTRACT SIGNATURE AUTHORIZATION

Vendor	Contract #	C/O	TrackingNumber
Villas at Eagle Pointe Homeowners' Association, Inc. C/O Diane Woolard (President)			17631
Service, Item or Project Descriptio	Department		
Deed of Easement and Street Maintenance Agreement	Field Operations		

Diane Woolard 2-25-08
 Department Head Recommendation/Authorizatio Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Dusan G Smith 3/3/08
 Deputy Finance Officer Date

Anagrace N. Kentos 3/3/08
 City Attorney: Approved as to form Date

Paul Morgan 3/5/08
 Assistant City Manager: Authorized Date

Yvonne J. Johnson 3-12-08
 Mayor/Executed Date

Diane Schmitz 3-7-08
 City Clerk: Attested Date
ASST.

