

9007

BK: R 7684
PG: 112-117
RECORDED
03-19-2015
01:28:59 PM
BY: HSIAO-WEI AHERON
DEPUTY-G8



2015012750

GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
NO TAXABLE
CONSIDERATION

NTC

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

STATE OF NORTH CAROLINA) DEED OF EASEMENT
) and
COUNTY OF GUILFORD) MAINTENANCE AGREEMENT

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this 20 day of January, 2015 by and between **Portico Heights 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").

10
6

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 shown on maps entitled: "Final Plat, Phase 1, Section 1, Portico Heights Townhomes" as recorded in Plat Book 177, Page 5, in the Office of the Register of Deeds of Guilford County, N.C., and "Final Plat, Phase 1, Section 2, Portico Heights Townhomes" as recorded in Plat Book 182, Page 144, in said Guilford County Registry.

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. Such streets are further identified in Exhibit A, attached hereto and made a part of this Agreement.
2. Grantor agrees to be solely responsible for all other items, including, but not limited to:

Please return copy to:
Dale Wyrick
City of Greensboro – Field Operations Dept.
401 Patton Avenue
Greensboro, NC 27406

(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 all 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.

5. E-VERIFY- The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina

General Statues. Violation of this section shall be deemed a material breach of this Agreement.

TO have and to hold said rights and easements to 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.

PORTICO HEIGHTS HOMEOWNERS ASSOCIATION, INC.

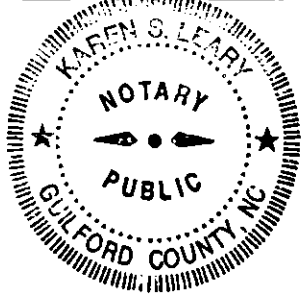
By: Jane E. Cohen
Secretary

By: [Signature] (SEAL)
President

NORTH CAROLINA

Guilford COUNTY

I certify that Jane E. Cohen & Richard L. Pinto, personally came before me this day and acknowledged that he (she) is _____ Secretary of Portico Heights HOA 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 3 day of December, 2014.



[Signature]
(Notary's signature as name appears on seal)

Karen S. Leary
(Notary's printed name as name appears on seal)

My commission expires: May 2, 2017

(affix notary seal in space above)

IN WITNESS 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 Nancy Vaughan (SEAL)
MAYOR



APPROVED AS TO FORM AND LEGALITY.

[Signature]
CITY ATTORNEY (Assistant)

NORTH CAROLINA
GUILFORD COUNTY

I, Syretha Brown, a Notary Public of said County and State, hereby certify that Angela Ford personally came before me this day and acknowledged that she is Deputy City Clerk of the City of Greensboro, a municipal corporation and, that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and official seal this the 11th day of March, 2015.

My commission expires: DEC. 22, 2019

[Signature] (Seal)
Notary Public

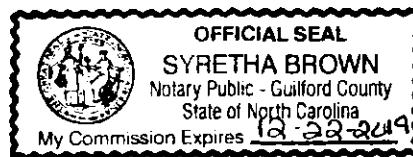


Exhibit A

List of Streets to be Maintained – Portico Heights Townhomes

- 1. Private Drive “A”, from Strathmore Drive to Private Drive “B”.....(0.048 miles)**

Private Drive “A”, measuring approximately 20 feet from edge of pavement to edge of pavement. Private Drive “A” being a private drive as shown on the following plats: “Final Plat, Phase 1, Section 1, Portico Heights Townhomes” as recorded in Plat Book 177, Page 5, in the Office of the Register of Deeds of Guilford County, N.C., and “Final Plat, Phase 1, Section 2, Portico Heights Townhomes” as recorded in Plat Book 182, Page 144, in said Guilford County Registry.

- 2. Private Drive, “B”.....(0.079 miles)**

Private Drive “B”, measuring approximately 20 feet from edge of pavement to edge of pavement, Private Drive “B” being a private drive as shown on the following plats: “Final Plat, Phase 1, Section 1, Portico Heights Townhomes” as recorded in Plat Book 177, Page 5, in the Office of the Register of Deeds of Guilford County, N.C., and “Final Plat, Phase 1, Section 2, Portico Heights Townhomes” as recorded in Plat Book 182, Page 144, in said Guilford County Registry.

Total Centerline Length.....(0.127 miles)



City of Greensboro Contract Signature Authorization Sheet Field Operations

Vendor: Slatter Management Services, I

Tracking number: 9,007

Contract Number:

Change Order Number:

Service, Item or Project Description:

Deed of Easement and Maintenance Agreement for Portico Heights HOA, Inc.

Signatures

Date: 12-23-14
Department Head Recommendation/Authorization

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

N/A ABV Date: 12-31-14
Deputy Finance Officer

Date: 1-16-15
City Attorney: Approved as to form

Date: 1-16-15
Assistant City Manager: Authorized

Date: 1-16-15
Mayor: Executed

Date: 1-20-15
Deputy City Clerk: Attended

