

Prepared by and return to: Isaacson Sheridan (NKB)
804 Green Valley Road, Ste. 200
Greensboro, NC 27408

NORTH CAROLINA

GUILFORD COUNTY

**EASEMENT AGREEMENT
FOR ENCROACHMENT**

THIS EASEMENT AGREEMENT FOR ENCROACHMENT (this "**Agreement**"), is made and entered into this the ____ day of _____ 2023, by and between **GUILFORD COUNTY**, a North Carolina body politic and corporate (being referred to herein as "**Grantor**" and "**the County**") and **ORP DEVELOPMENT, LLC**, a North Carolina limited liability company (being referred to herein as "**Grantee**" and "**ORP**").

WITNESSETH:

WHEREAS, ORP is the owner of that certain real property located at 3406 Owls Roost Road, Greensboro, Guilford County, North Carolina (being Guilford County Parcel Number 230382) and consisting of 1.044 acres, more or less, identified as "Remainder Tract" as shown on "Final Plat, The Reserve at Owls Roost, Lot 1-3, 6-17" recorded in Plat Book 201, Pages 87-88, Guilford County Registry (the "**ORP Tract**"); and

WHEREAS, the County is the owner of that certain real property located at 3342 R1 Owls Roost Road, Greensboro, Guilford County, North Carolina (being Guilford County Parcel Number 85690), such real property being a portion of that which was acquired by the County in Corporation Deed recorded in Deed Book 3737, Pages 1235-1240, Guilford County Registry (the "**County Tract**"); and

WHEREAS, the ORP Tract and the County Tract share a common property line ("**Property Line**") along the northernmost boundary of the ORP Tract; and

WHEREAS, the ORP Tract and the County Tract have been improved by a predecessor in title of ORP with a 3,420 (+/-) square foot barn (the "**Barn**"), as depicted and more specifically identified on that certain "Final Plat of The Reserve at Owls Roost, Lots 1-3, 6-17," recorded in Plat Book 201, Page 87, in the Office of the Guilford County Register of Deeds (the "**Plat**"), prepared by Hagen Engineering and attached hereto as Exhibit A; and

WHEREAS, the Plat shows ORP's Barn as being predominantly located on the County Tract, encroaching approximately 34.7 feet in a northerly direction, and an undetermined distance running east to west (the footprint of the Barn as shown on the Plat being the "**Encroachment Area**"); and

WHEREAS, pursuant to N.C.G.S. 160A-273, the County has agreed to grant to ORP an easement for the Encroachment Area, subject to the conditions stated herein.

NOW, THEREFORE, Grantor, for and in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto Grantee, its successors and assigns, an easement to access the Barn for purpose of use, storage and conducting repairs as is necessary to maintain said Barn, and an easement for the Encroachment Area, all as more particularly described in, and subject to, the following terms and conditions:

1. Term. This Agreement shall remain in effect and the parties' rights and duties hereunder shall exist from the Effective Date and continue perpetually, unless terminated as provided herein. The Effective Date of this Agreement shall be the first date by which it has been approved by the Guilford County Board of County Commissioners, executed by all parties, and recorded with the Guilford County Register of Deeds. Grantee shall promptly record this Agreement with the Register of Deeds upon its approval by the Board of County Commissioners and execution by all parties.

2. Use. The access granted hereunder is only for the purpose of Grantee's use of the interior of the Barn for: storage of Grantee's personal property, excluding animals; performing necessary maintenance, upkeep, and repairs of the Barn; and removal of the Barn. Grantee may not store any hazardous substances, including but not limited to flammable liquids, in the Barn. Grantee may not store items on the County Tract outside of the Barn.

3. Access to the Encroachment Area. Grantee's right of access to get to and from the Encroachment Area shall consist of:

a) For the purpose of getting to or from the doors to the Barn that are within the Encroachment Area, Grantee must use the most direct route to and from the ORP Tract through the County Tract to and from the door entered and the door exited.

b) For the purpose of accessing those portions of the exterior of the Barn, other than doors, that are within the Encroachment Area, Grantee must use the most direct route to and from the ORP Tract through the County Tract to and from the exterior portion of the Barn being accessed which shall not exceed twenty-five (25) feet from the exterior of the Barn. This right to access to those portions of the exterior of the Barn that are within the Encroachment Area, other than doors, may only be exercised for the purposes of maintenance, upkeep, and repairs of the Barn or for removal of the Barn.

In exercising the right of access to and from the Encroachment Area provided in this Section, Grantee may not damage or change the condition of any portion of the County Tract without County's written consent.

4. Responsibilities. Grantee assumes all responsibility for maintenance, upkeep, repairs, and security of the Barn. Grantee shall pay all of the costs of maintenance, repair, and upkeep associated with the Barn, and shall keep the Barn in a good and safe condition. Grantee assumes all responsibility to comply with all applicable laws and ordinances applicable to the Barn and its use.

5. Modifications. Grantee shall have no right to modify the Barn without Grantor's written consent except that Grantee may maintain and/or repair the Barn as contemplated in this Agreement and may remove the Barn.

6. Indemnity. Grantee shall protect, defend, indemnify and hold harmless Grantor, its agents, officers, and employees, from any and all claims, demands, fines or penalties arising out of (1) the presence of the Barn in the Encroachment Area, or (2) acts or omissions of Grantee or its successors and assigns, and any of their tenants, agents, employees, licensees or contractors, in connection with the exercise of Grantee's, or its successors', and their tenants', agents', employees', licensees' or contractors' use of the Barn and

Encroachment Area granted to the Grantee herein. This provision shall survive the termination of this Agreement.

7. Insurance. As of the date of recording of this Agreement, Grantee shall procure and maintain at all times, at the expense of Grantee, insurance against claims for personal injury and property damage in an amount not less than \$500,000.00. All such policies shall name Grantor as an additional insured. Upon receipt of such insurance certificate, Grantee will provide Grantor with a copy of such certificate of insurance. Failure to maintain such certificate of insurance, naming Grantor as additional insured, shall constitute a default under this Agreement, subject to the terms of section 9 below.

8. Damage, Destruction, or Removal. In the event the Barn is significantly damaged or destroyed, as determined, in the event of doubt, by Grantor in the good faith exercise of its discretion, Grantee's rights under this Agreement shall cease and this Agreement shall terminate upon notice to Grantee unless Grantor agrees otherwise in writing. (For clarity, without limiting the foregoing, in the event the Barn is significantly damaged or destroyed, Grantee may not repair or rebuild the Barn unless Grantor has first given written permission.) In the event that the Barn is removed from the Encroachment Area before this Agreement is otherwise terminated, Grantee's rights under this Agreement shall cease and this Agreement shall terminate.

9. Termination. If Grantee fails to comply with any term or condition of this Agreement, as determined by Grantor in the good faith exercise of its discretion, Grantor may terminate this Agreement by recording such termination with the Guilford County Register of Deeds, and Grantee's rights hereunder shall cease. Prior to and as a condition of termination under this section, Grantor shall first give Grantee notice of the non-compliance and thirty (30) days from such notice to cure the non-compliance.

10. Grantor Access. Grantor shall have the right but not the duty to access from the ORP Tract and from the County Tract the interior and exterior of the Barn (including all portions of the Barn, both inside and outside the Encroachment Area) for any lawful purpose, including but not limited to inspecting the Barn and its contents for compliance with this Agreement, which right is hereby granted to Grantor.

11. Removal Upon Termination. If this Agreement terminates for any reason, Grantee shall remove the Barn and its contents from the Encroachment Area within sixty (60) days (and shall have the right to reasonably access the Barn as necessary to do so) at Grantee's expense. If Grantee fails to remove the Barn and its contents from the Encroachment Area within sixty (60) days, Grantor may do so (and shall have the right to reasonable access to the Barn from Owl's Roost Road through the ORP Tract as necessary to do so) and Grantee will reimburse Grantor's costs of removal on demand.

12. Successors and Assigns. Grantee's rights and duties under this Agreement shall extend to its successors and assigns in ownership of the ORP Tract and any portion thereof. Grantor's rights and duties under this Agreement shall extend to its successors and assigns in ownership the Encroachment Area and any portion thereof.

13. Notice. Any notice shall be deemed to have been properly given upon mailing, postage pre-paid, registered or certified with return receipt requested or delivering in person (with written acknowledgment of receipt of such personal delivery) or sending by overnight courier to the last known address of the Party who appears as owner or owners of the ORP Tract or the County Tract on the records of the local tax supervisor in Guilford County.

TO HAVE AND TO HOLD the foregoing described easement to the Grantee, its successors and assigns in title to the ORP Tract for the Term of this Agreement.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed the day and year first above written.

[SIGNATURE PAGES FOLLOW]

DRAFT

Signature Page
to
**EASEMENT AGREEMENT
FOR ENCROACHMENT**

GRANTOR:

ATTESTED BY:

GUILFORD COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

Printed Name: _____, Notary Public

My commission expires: _____

**Signature Page
To
EASEMENT AGREEMENT
FOR ENCROACHMENT**

GRANTEE:

ORP DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

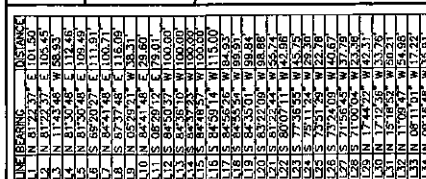
Date: _____
Printed Name: _____, Notary Public
My commission expires: _____







EXHIBIT A







Plat

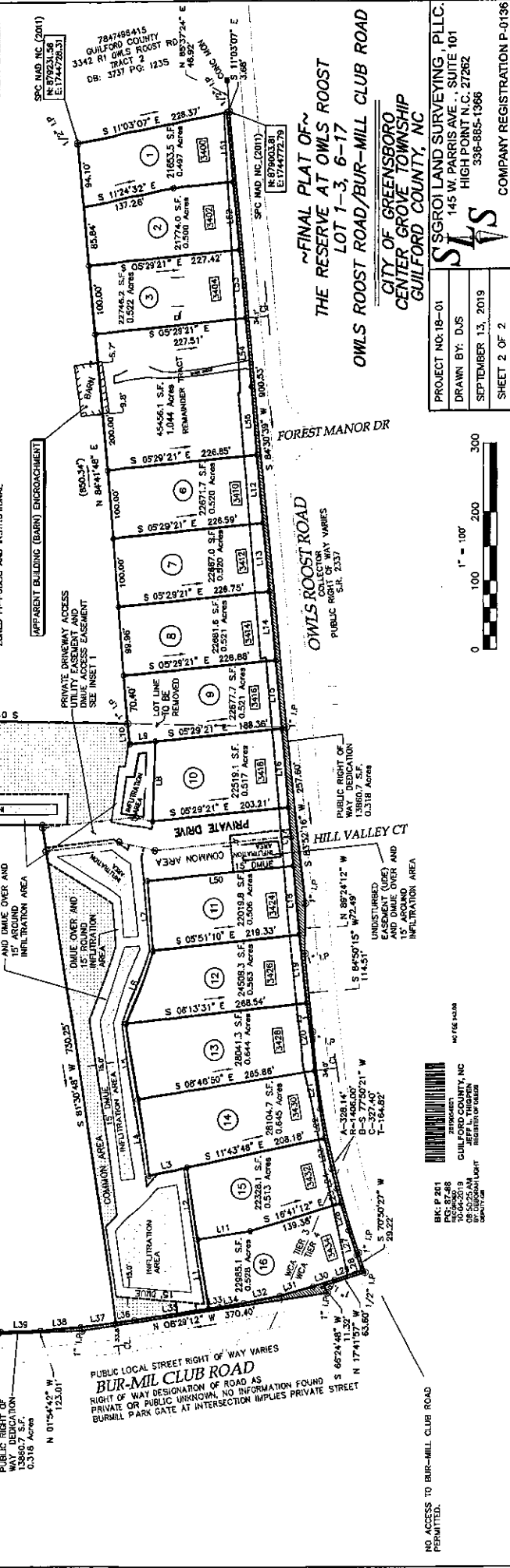
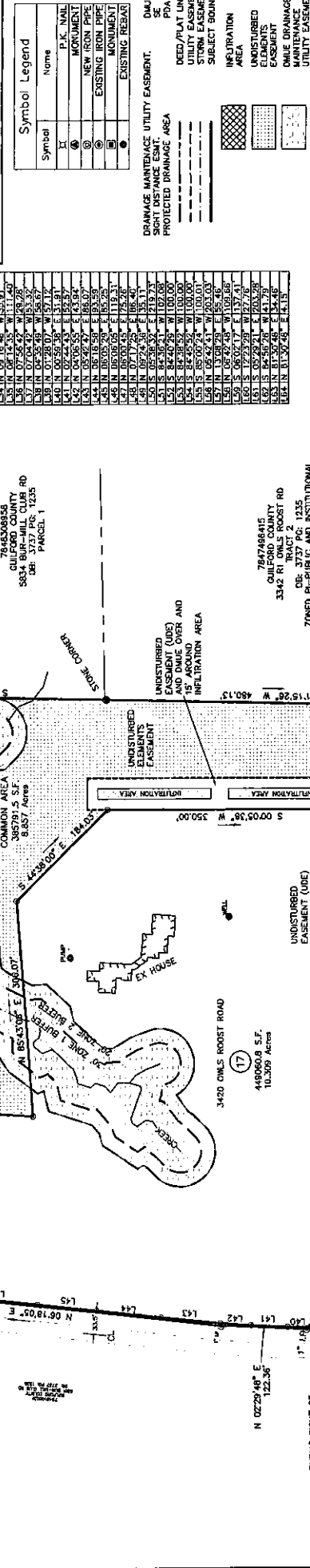
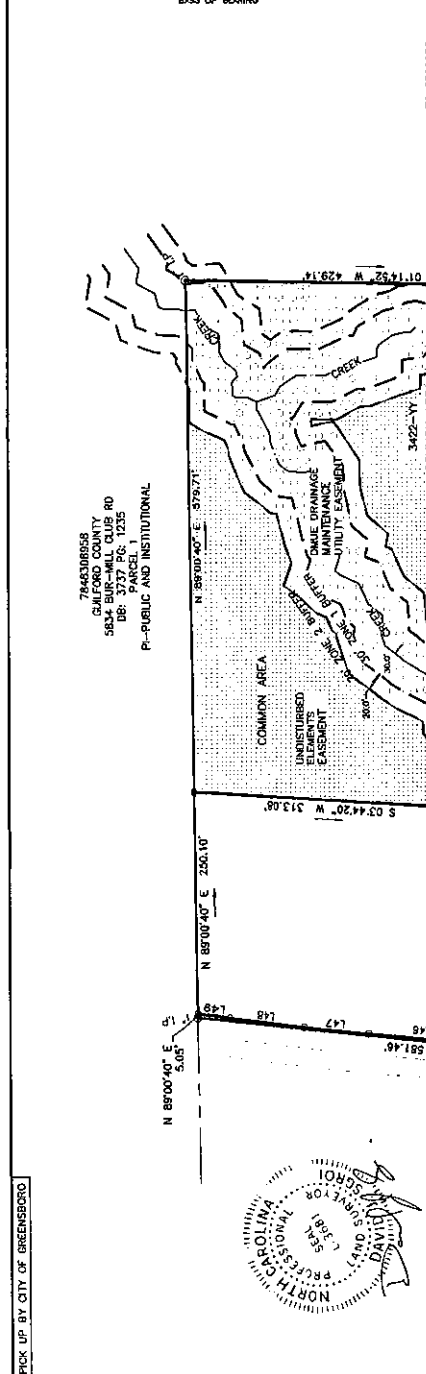
[See Attached]

DRAFT



Symbol Legend	
Symbol	Name
	P.K. NAIL
	MONUMENT
	NEW IRON PIPE
	EXISTING IRON PIPE
	MONUMENT
	EXISTING REBAR

 DRAINAGE MAINTENANCE UTILITY EASEMENT. SHORT DISTANCE EASEMT. PROTECTED DRAINAGE AREA	 INFILTRATION AREA	 UNDISTURBED ELEMENTS EASEMENT	 DEAD PLANT LINE UTILITY EASEMENT STORM EASEMENT SUBJECT BOUNDARY	 PDA	 DRAINAGE UTILITY EASEMENT
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PROJECT NO: 18-01	
DRAWN BY: DJS	
SEPTEMBER 13, 2019	
SHEET 2 OF 2	

2519054871
JIL FORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

BK: P 201
PG: 37-88
IN: C/0000
10-04-2019
08:50:25 AM
SPRINT
SPRINT.COM

NO ACCESS TO BUR-MILL CLUB ROAD PERMITTED.