

NORTH CAROLINA  
GUILFORD COUNTY

EASEMENT and RESTRICTIVE COVENANT

Excise Tax: Exempt (N.C.G.S. §105-228.28)

Prepared by: Anthony Baker, Senior Assistant City Attorney (without title examination)  
Return to: Grantee @ Richard Mosher, Guilford County Property Management Dept., P.O. Box  
3427, Greensboro, NC 27402  
Grantor's address: City Attorney, P.O. Box 3136, Greensboro, NC 27402-3136

The premises described below do not include the primary residence of a Grantor.

Brief Description for Index: Part of 6450 R2 US Highway 29N Parcel #90768

This Easement and Restrictive Covenant (the "Easement") is made as of \_\_\_\_\_, 2021 by the City of Greensboro, a municipal corporation of the State of North Carolina, (referred to herein as "City"), and agreed to by Guilford County, a body politic and corporate of the State of North Carolina (referred to herein as "County"), (collectively the "Parties").

RECITALS:

WHEREAS, City owns an approximately 2.53 acre piece of land adjoining Reedy Fork Creek in the Reedy Fork Ranch area of Guilford County and described in **Exhibit A** attached hereto and incorporated herein by reference (referred to herein as the "Subject Property"); and

WHEREAS, the Parties desire to allow the Subject Property to facilitate the extension and connectivity of trail systems, including the "Mountains To Sea Trail";

WHEREAS, the Easement is intended to provide County with legal rights in the Subject Property that will enable it to provide for the development thereon of a segment of the "Mountains To Sea Trail" and/or to connect with and create trail access to County property adjoining the Subject Property; and

WHEREAS, this conveyance is authorized by N.C.G.S. §160A-274 and has been approved by the Greensboro City Council and the Guilford County Board of County Commissioners.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties hereto, City does hereby give, grant and convey unto County, its successors and assigns the following exclusive, perpetual easement that will run with the land:

1. Watershed Protection Easement. A perpetual right and easement over the entirety of the Subject Property for open space and watershed protection. This easement provides that the Subject Property shall not be developed in any manner without the prior written approval of County, its successors or assigns.

2. Trail Easement. A perpetual right and easement over the entirety of the Subject Property for the County and its successors and assigns to develop, maintain, and allow the use of one or more paths and/or trails upon the Subject Property which may be paved, unpaved, or a combination of both. In exercising these rights, County, its successors and assigns may enlist the assistance of other persons and entities.

3. Transfer of Easement. The Parties acknowledge that the benefits of this Easement are in gross and assignable in whole or in part.

4. Amendment. This Easement may only be amended with the consent of County, its successors or assigns and of the then current owner of the fee title to the Subject Property. Any such amendment must be recorded in the Guilford County Registry to be effective.

5. Restriction. The Subject Property may not be used for any purpose other than the uses permitted pursuant to the terms of the Easement granted herein above without the express written consent of County.

To have and to hold this Easement unto County, its successors and assigns, forever.

**IN WITNESS WHEREOF**, City has set its hand and seal the day and year first above written.

[SIGNATURES ON NEXT PAGE]

By: Nancy Vaughan  
Mayor, City of Greensboro

\_\_\_\_\_  
Nancy Vaughan

ATTEST:

\_\_\_\_\_  
Angela Lord, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, \_\_\_\_\_, the undersigned Notary Public, do hereby certify that Angela Lord personally came before me this day and acknowledged that she is the City Clerk to the City of Greensboro, a municipal corporation of the State of North Carolina, and that, by authority duly given and as the act of the said City, the foregoing instrument was signed in its name by Nancy Vaughan, Mayor of said City, and attested by Angela Lord as City Clerk, and that the instrument is the act and deed of the City of Greensboro.

Witness my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_