

RETURN TO: City of Greensboro Property Management, Kyle Oakley

PARCEL NO. 0001806 / G DRAWING N/A
PROJECT NO. & DESCRIPTION Eugene St. Parking Deck
ADDRESS: 232 N. Edgeworth St.

NORTH CAROLINA

GUILFORD COUNTY

**EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND QUITCLAIM
DEED**

THIS DEED OF EASEMENT, made this day of September, 2019, by and between the Guilford County, hereinafter referred to as "Grantor" or "Owner", and the CITY OF GREENSBORO, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land located at 232 N Edgeworth St., Greensboro, NC in the Morehead Township, Guilford County, which is more particularly described as Deed Book , Page , of the Guilford County Registry, hereinafter referred to as the "Edgeworth Property"; and,

WHEREAS, the City desires to construct certain facilities, including a Parking deck on an adjacent property and has determined that construction work as described in Exhibit A is necessary to satisfactorily complete the parking deck and associated construction; the construction work described in Exhibit A is hereinafter referred to as the "Project"; and,

WHEREAS, the City desires a temporary construction easement for Project, will need an easement for access to maintain and repair the Project structure; and

WHEREAS, both parties agree that the retaining wall impacting by the Project should be the property of the City; and

WHEREAS, it is the belief of the parties that the City does, in fact, own the subject retaining wall and, to the extent the retaining wall, or any part thereof is owned by Guilford County, Guilford County wishes to convey said wall, or part thereof, to the City in fee simple; and

WHEREAS, Grantor requires the city to assume full liability for the City officials and other associated parties during the construction, operation, and maintenance of the Project;

NOW, THEREFORE, Grantor, for and in consideration of the sum of ten and 00/100th Dollars (\$10.00) and other valuable considerations, to it in hand paid, the receipt of which is hereby acknowledged by Grantor, does hereby give, grant, bargain, and convey to the County, its successors and assigns, the right to construct, maintain, inspect, protect, and repair, its property and the work described in the Project, including a temporary construction easement to effect the Project work the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the said Property.

IT IS THE PURPOSE OF THIS EASEMENT to convey to the County a non-exclusive easement and a temporary construction easement as described on the attached Exhibit A for utilities to serve the Wilson's Mills Elementary School Parcel for the purposes set forth hereinabove.

GRANTOR FURTHER does hereby grant, give bargain and convey in fee simple, to the City by quitclaim any interest it may have in that land consisting of a strip of land from the eastern edge of the existing retaining wall located at the eastern side of the Edgeworth Property and extending west 26 inches all along said eastern side.

TO HAVE AND TO HOLD said easement and such property as it may have in the area granted by quitclaim herein to the City, its successors and assigns, continuously and perpetually.

The work described in the Project shall be installed, maintained and operated by the City in accordance with all applicable codes, laws, rules and regulations; and the City, by acceptance of this Easement, agrees to indemnify and hold the Grantor harmless from and against any and all claims, demands, actions, causes of action, suits, judgments or liability whatsoever, arising by reason of the existence of the utilities on the Edgeworth Property or by reason of operation of the same unless such claims, demands, actions, causes of action, suits, judgments or other liability is the result of the negligence of the Grantor or some other third party.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the day and year set out above.

CITY OF GREENSBORO

By:_____

ATTEST:

NORTH CAROLINA
GUILFORD COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that, _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this ____ day of, 2019.

_____ (Notary Public)

My commission expires: _____

GUILFORD COUNTY

BY: _____ (SEAL)
COUNTY MANAGER

ATTEST:

BY: _____
CLERK

NORTH CAROLINA
COUNTY OF GUILFORD

I, _____, a Notary Public of said State and County, certify that Robin Keller Clerk to the Guilford County Board of Commissioners, a corporate body, came before me and acknowledged that by authority given, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 2019.

Notary Public

My commission expires: