

DEED OF EASEMENT FOR SIGNAGE

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

THIS DEED OF EASEMENT, made this _____ day of _____, 20__, by and between and Guilford County, a body politic and corporate of the State of North Carolina, hereinafter the "County" and the City of Greensboro, a North Carolina municipality, hereinafter the "City" (together the County and the City are referred to herein as "Grantors"), and the Town of Summerfield, a North Carolina municipality, hereinafter referred to as the "Town" or "Grantee".

WITNESSETH:

WHEREAS, the Grantors are the owners in fee simple of certain real property (the "Property") situated in Guilford County, North Carolina, identified by Guilford County tax parcel identification number 7838948118 and more particularly described in a deed recorded in the Guilford County Registry at Deed Book 4294, page 2030; and

WHEREAS, the Town wishes to erect a "Welcome to Summerfield" sign on a portion of the Property located generally in the southwest corner of the Property as depicted on the "Easement Survey Plat for Town of Summerfield" recorded in the Guilford County Registry at Plat Book 203, page 3; and

WHEREAS, the Grantors are willing to grant to the Town an Easement over a portion of the property, thereby restricting and limiting the use of the land on the terms and conditions and for the purposes hereinafter set forth;

NOW THEREFORE, the Grantors hereby grant and transfer to the Town an Easement in, over, under, to and through the approximately 5475 square foot (0.126 acre) area (the "Easement Area") depicted on the aforesaid "Easement Survey Plat for Town of Summerfield" for the limited purpose of constructing, maintaining and repairing a "Welcome to Summerfield" sign on the Property .

The terms, conditions and restrictions of this Easement are as follows:

- 1) No structure other than a "Welcome to Summerfield" or similar sign and appurtenant

features such as landscaping, lighting or other decorative features shall be erected on the Property;

- 2) There shall be no dumping of ashes, garbage, waste or other unsightly or offensive material within the Easement area.
- 3) There shall be no excavation, dredging, removal of dirt, rock, gravel or other material, or other change in the natural topography, excepting for the construction, maintenance and repair of the sign. The Grantor retains full access rights to the Property across the Easement and may use the Easement during maintenance of the Property provided such use does not interfere with the Town's use of the Easement Area.
- 4) Members of the public shall not have access within the Easement Area.
- 5) The Town shall maintain the sign erected in the Easement Area, and the Easement Area, in a clean, landscaped condition, including removal of litter and other unsightly material from the Easement Area.
- 6) The Grantors expressly reserves the right to continue the use of the property for all purposes not inconsistent with this Easement.
- 7) If the Easement is no longer needed for public purposes, it may be abandoned by the Town.
- 8) To the extent allowed by law, the Town agrees to and does hereby indemnify and hold Grantors harmless from any and all liability or claims asserted against Grantors for personal injury, property damage or other claims arising out of the Town's use of the Easement Area, except those claims caused solely by fault of Grantors.

The Covenants set forth above and the terms, conditions and restrictions imposed hereby shall be binding upon the Grantors and their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the land.

The Grantors covenant that they are seized of the aforesaid Easement Area in fee simple and have the right to convey the Easement granted hereby; that the aforesaid Easement Area is free from encumbrances except as herein stated, and that the Grantor will warrant and defend title to the aforesaid Easement Area against the claims of all persons or entities claiming by or through it.

IN WITNESS WHEREOF, the Grantors have hereunto set their respective hands and seals the day and year written above.

Guilford County, GRANTOR:

City of Greensboro, GRANTOR

By: _____

By: _____

STATE OF North Carolina
COUNTY OF Guilford

I, _____, a Notary Public for said County and State, do hereby certify that _____, in his/her capacity as _____ for Grantor Guilford County, personally appeared before me this day and in that capacity acknowledged the due execution of the foregoing instrument on behalf of Guilford County.

Witness my hand and official stamp or seal this _____ day of _____, 20__.

Notary Public

My commission expires: _____

STATE OF North Carolina
COUNTY OF Guilford

I, _____, a Notary Public for said County and State, do hereby certify that _____, in his/her capacity as _____ for Grantor City of Greensboro, personally appeared before me this day and in that capacity acknowledged the due execution of the foregoing instrument on behalf of the City of Greensboro.

Witness my hand and official stamp or seal this _____ day of _____, 20__.

Notary Public

My commission expires: _____