

OPEN SPACE EASEMENT
AND
RIGHT OF WAY

From: Piedmont Land Conservancy
To: Guilford County

Prepared by: John T. Higgins, Jr.
Higgins Benjamin, PLLC
301 N Elm St, Ste 800
Greensboro, NC 27401

NORTH CAROLINA
GUILFORD COUNTY

OPEN SPACE EASEMENT AND RIGHT OF WAY

This Open Space Easement and Right of Way (the “Easement”) is made as of _____, 2020 by Piedmont Land Conservancy, a North Carolina non-profit corporation, PO Box 4025, Greensboro, NC 27404-4025 (referred to herein as “PLC”), and Guilford County, a body politic and corporate of the State of North Carolina (referred to herein as the “County”), c/o Office of County Attorney, 301 W. Market St., Greensboro, NC 27401. Also joined hereto is the Town of Oak Ridge, a municipal corporation of Guilford County, North Carolina, c/o Town Manager, PO Box 374, Oak Ridge, NC 27310 (referred to herein as “Oak Ridge”).

RECITALS:

WHEREAS, PLC owns a parcel of land adjoining the Reedy Fork Creek in the northwestern area of Guilford County, said parcel being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (referred to herein as the “Subject Property”); and

WHEREAS, the parties hereto desire to preserve portions of the Subject Property as open space and to augment the park and recreation facilities of the County; and

WHEREAS, a primary purpose of the Easement is to provide the County with a legal interest in the Subject Property sufficient to empower the County to provide, financially and otherwise, for the development thereon of a segment of the “Piedmont Greenway” corridor (said segment of the Piedmont Greenway situated upon the Subject Property being referred to herein as the “Greenway Trail”). The Piedmont Greenway will be approximately 19 miles in length connecting the City of Greensboro with the City of Winston-Salem through the towns of Summerfield and Oak Ridge, the Triad Park and the Town of Kernersville; and

WHEREAS, this Easement is not intended to set forth rights and obligations of the parties hereto in relation to the planning, development, construction, use, and maintenance of the Greenway Trail beyond what is set forth herein, as such rights and obligations may be set forth in a separate agreement(s) between the parties hereto and interested third parties, including, without limitation, the Town of Summerfield (hereinafter the “Greenway Trail Easement Project”); and

WHEREAS, PLC and Oak Ridge will be the co-holders of a separate conservation easement on the Subject Property, said future easement to be negotiated as part of the overall implementation and execution of the Greenway Trail Project; and Oak Ridge is therefore joined hereto for the limited purpose of allowing it to approve any amendments to this Easement that the parties deem necessary to accomplish the implementation and execution of the overall Greenway Trail Easement Project.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other consideration, the receipt and adequacy of which are acknowledged by the parties hereto, Bandera does hereby give, grant and convey unto the County, its successors and assigns the following easement and right of way:

1. Watershed Protection Easement. A perpetual right and easement for watershed protection of that portion of the Subject Property lying within Three Hundred and Twenty-Five (325) feet of its northern boundary, which generally runs between the banks of Reedy Fork Creek (referred to as the "Protected Property"). This easement provides that the Protected Property shall not be developed in any manner without the prior written approval of the County and any such development to be approved by the County must be for the limited purpose of recreational uses such as walking, mountain biking and equestrian trails.

2. Greenway Trail Easement. A perpetual right and easement for the County and its successors and assigns to develop a greenway path or trail upon the Subject Property (the "Greenway Trail") which may be paved, unpaved, or a combination of both. Any such Greenway Trail to be developed shall be located within the Protected Property to the extent practicable and shall run from the northeastern end of the Subject Property to the southwestern end of the Subject Property. However, in the event that the topography or hydrology of an area within the Protected Property, otherwise desired for use by the Greenway Trail, would be impracticable to contain the Greenway Trail, the location of the Greenway Trail may extend beyond the Protected Property into other portions of the Subject Property to the extent necessary to circumvent the problematic topography or hydrology. Upon completion of the development of the Greenway Trail the easement for such trail shall be twenty feet in width. During construction and development of the Greenway Trail the County shall have a temporary construction easement fifty (50) feet in width for such purposes; and in the event of particularly problematic conditions such temporary construction easement in that location shall be extended to one hundred (100) feet in width. In addition, the County is hereby granted a reasonable access easement across the Subject Property to be able to service the Greenway Trail and to inspect the Protected Property.

3. Non-Exclusive. Other easements are permitted within the boundaries of any easements granted hereby to Guilford County, provided that any such subsequent easements do not impair the rights granted to Guilford County by this instrument.

4. Duties and Obligations of the County. Prior to developing the Greenway Trail the County is required to provide a survey of the center line of the trail and to record a plat of the easement as surveyed in the Guilford County Registry. The County shall have no obligation to construct or develop the Greenway Trail nor shall it be obligated or otherwise required to maintain the Easement.

5. Transfer of Easement. The parties hereto acknowledge that the benefits of this Easement are in gross and assignable in whole or in part to any one or more governmental bodies politic of the State of North Carolina or to any one or more governmental bodies or agencies

established by the County.

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

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

In witness whereof, the parties hereto have caused this instrument to be duly executed as of the date first herein above written.

[SIGNATURE PAGES FOLLOW]

Piedmont Land Conservancy

By: _____

[Signature]

[Print name and office]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she the (Vice) President of Piedmont Land Conservancy, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its (Vice) President.

Witness my hand and official seal, this _____, 2020.

(SEAL)

_____, Notary Public
[Signature]

[Print name of Notary]

My Commission Expires: _____

Guilford County

ATTEST:

By: _____
_____ Date
Chairman of the Board of Guilford
County Commissioners

Robin B. Keller Date
Guilford County Clerk to Board

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the Board of County Commissioners of Guilford County, a body politic and corporate; that the seal affixed to the foregoing instrument was signed in the name of Guilford County by _____, _____ Chairman of the Board of County Commissioners of Guilford County and attested by _____ as Clerk to the Board of County Commissioners of Guilford County, and that the foregoing instrument is the act and deed of Guilford County.

Witness my hand and official stamp or seal, this _____, 2020.

(SEAL)

Public

Notary

[Print name of Notary]

My commission expires: _____

Town of Oak Ridge

[MUNCIPAL SEAL]

By: _____, Mayor
[Signature]

[Print name and office]

ATTEST:

_____, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that _____ personally appeared before me this day, and who, being by me duly sworn, says that he/she is the Town Clerk of the Town of Oak Ridge, a Municipal Corporation of Guilford County, North Carolina, that he/she knows the common seal of the Town of Oak Ridge, that he/she is acquainted with _____, the Mayor of the Town of Oak Ridge, and that he/she saw the Mayor sign the foregoing instrument, and that as Town Clerk, he/she affixed the town seal of the said instrument, and that he/she signed her name thereto in attestation of the execution of said instrument.

Witness my hand and official seal, this _____, 2020.

(SEAL)

[Signature], Notary Public

[Print name of Notary]

My Commission Expires: _____

EXHIBIT A

(Attach legal description here)