



(2) There shall be no dumping of ashes, garbage, waste, or other unsightly or offensive material on the property.

(3) There shall be no excavation, dredging, removal of loam, rock, sand, gravel or other material, or any building of roads or other change in the natural topography of the property, excepting for the construction and maintenance of trails, boat launches, fire lanes, or other accesses by the City.

(4) There shall be no removal, destruction or cutting of trees, shrubs or other vegetation from the property except as may be performed by the City: (a) for the maintenance of trails, fire lanes and other accesses; (b) for the prevention or treatment of disease; or (c) for other good husbandry practices.

(5) Members of the general public shall have free access to and use of the property, subject to the laws and ordinances of the City, and for the purposes allowed under the master Greenway Plan of the City including, but not limited to the following: walking, nature studies, hiking, bike riding, jogging and picnicking; provided, there shall be no access by the City or the public at large granted by this easement to any property of the Grantor other than that described and conveyed herein.

(6) The City shall have the right and duty to maintain this Greenway Easement in a clean, natural and undisturbed state, consistent with the City's master Greenway Plan.

(7) The Grantor shall be considered the fee owner of the property for purposes of determining development density standards under applicable zoning and land use regulations and shall be responsible for the payment of taxes on the property.

(8) The City agrees to hold the Grantor harmless from liability for personal injury or property damage arising out of the use of the property for Greenway purposes; provided the Grantor shall not be held harmless from liability caused by the active conduct or instrumentalities of the Grantor, his agents, invitees or contractors; or by acts of the Grantor, his agents, invitees or contractors which violate the terms and conditions of this Deed of Easement.

In the event a violation of these terms, conditions or restrictions is found to exist, the City may, after a thirty (30) days notice to the Grantor, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior condition, or for damages for breach of covenant.

The City does not waive or forfeit the right to take action to insure compliance with the terms, conditions and purposes of this Greenway Easement by a prior failure to act.

The City reserves the right to enter the property at reasonable times in order to monitor compliance with the terms, conditions, restrictions and purposes of this Greenway Easement.

The Grantor expressly reserves the right to continue the use of the property for all purposes not inconsistent with this Greenway Easement.

The Covenants agreed to and the terms, conditions and restrictions imposed herein shall be binding upon the Grantor and his agents, personal representatives, heirs and assigns, and all other successors to him in interest and shall continue as a servitude running in perpetuity with the above described land.

And the Grantor covenants that it is seized of the premises in fee simple and has the right to convey the greenway easement; that the title is marketable and free from all encumbrances except as hereinafter stated, and that the Grantor will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its President, and attested by its Secretary, and has caused its Common Seal to be affixed hereto.

JMBI INVESTMENTS, Inc  
BY [Signature], Pres.

Attest  
[Signature]  
Assist. Secretary

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STATE OF NC  
COUNTY Forsyth

I, Angela Miles, a Notary Public of Forsyth County, North Carolina do hereby certify that Bruce R. Hubbard President of JMBI Investments, Inc. Corporation, personally appeared before me this day and acknowledged the execution of the foregoing instrument, on behalf of the corporation.

WITNESS my hand and notarial seal or stamp, this the 30 day of Sept., ~~200~~ 2010

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Notary Public  
My Commission Expires: 11/26/2012

Notary Seal/Stamp

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STATE OF NC  
COUNTY OF Forsyth

I, Angela miles, a Notary Public of Forsyth County, do hereby certify that Jeanette H. Lanier personally before me this day and acknowledged that he/she is the Assist. Secretary of JMBI Investments, Inc. Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by he/she as its Assist. Secretary.

WITNESS my hand and notarial seal or stamp, this the 30 day of Sept., ~~200~~ 2010

Angela Miles  
Notary Public  
Forsyth County, NC  
My Commission Expires Nov. 26, 2012

Angela miles  
Notary Public  
My Commission Expires: 11-26-2012

Notary Seal/Stamp