



UNC
GREENSBORO

Finance and Administration

Campus Enterprises and Real Estate
254 Mossman Building
PO Box 26170, Greensboro, NC 27402-6170
336.334.4080 Phone 336.334.4754 Fax

November 6, 2020

Mr. Kyle Oakley
City of Greensboro
Engineering and Inspections
300 W. Washington St.
P.O. Box 3136
Greensboro, NC 27402

Re: Right of Entry for City of Greensboro to access and stage for construction on a portion of University's Parking Lot 9, further identified as a portion of Guilford County parcel number 9258, for the purpose of constructing a retaining wall and making other improvements to promote pedestrian safety

Dear Mr. Oakley:

Please consider this letter as authorization for the City of Greensboro (the "City"), its contractors and subcontractors to go upon State lands allocated to the University of North Carolina at Greensboro (the "University") for the limited purpose of:

Staging for construction and ingress/egress to staging area on University's Parking Lot 9, situate on a portion of Guilford County parcel number 9258 (the "Property"). The associated construction project will include a retaining wall, a sidewalk and other improvements to promote pedestrian safety within the public right of way and within the existing easement areas defined and recorded in the Guilford County register, DB 8285, PG 527, and generally located along the eastern edge of South Josephine Boyd Street and adjacent to the western boundary of campus from Spring Garden Street north past the intersection with Walker Avenue. The project is expected to commence on January 1, 2021 and be completed by August 6, 2021.

The allowed Access Route and Construction Staging Area on the Property is shown on **Exhibit A**. Access to the Property will be via Walker Avenue from the west of the Property only.

This right of entry is made subject to any prior conveyances of record and shall remain in place from January 1, 2021 through August 6, 2021. The University shall have the right to terminate this right of entry for any reason at its sole and absolute discretion by giving the City ten (10) business days prior written notice. The University shall also have the right to immediately terminate this right of entry without prior written approval in the event that the City or its contractors violates the terms of this right of entry.



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This right-of-entry is in the nature of a revocable, non-transferable, time-limited license agreement and is hereby granted pursuant to the following requirements:

1. The City shall notify T.O. “Buddy” Hale of the University’s Facilities Department (University contact) and provide a construction schedule and logistics plan before commencing any work or mobilization on the Property. The City shall also provide weekly project updates to the University contact. Contact information for the University contact is provided in **Exhibit B**.
2. Improvements will be consistent with construction plans titled “South Josephine Boyd Street Roadway & Sidewalk Improvements,” prepared by Fleming Engineering, Inc. for the City of Greensboro Engineering and Inspections Department Engineering Division and dated October 8, 2020, as may be modified or amended from time to time with consent of the University for any material changes impacting the campus or University operations.
3. The City agrees to comply with all applicable laws and regulations and is responsible for obtaining all necessary federal, state, and local permits or approvals to conduct its improvement project, including any approvals necessary to perform the portion of work located within any existing easement or right-of-way.
4. The City of Greensboro and its contractors may use the Construction Staging Area designated in Exhibit A for storage and parking; however, contractor parking or storage outside of this area is prohibited. Contractor parking permits may be purchased through the University Parking Operations and Campus Access Management Office, located at 506 Stirling Street and adjacent to the Walker Avenue Parking Deck.
5. For emergency response purposes, at least one lane of traffic in the westernmost drive isle of Parking Lot 9 shall be maintained. In the event this full drive isle must be temporarily closed, the City shall be responsible for closure signage and shall notify the Parking Operations and Campus Access Management office via the University Contact at least two days in advance.
6. The City of Greensboro and its contractors will abide by the posted speed limits on campus, which are 10 MPH in parking lots and 15 MPH on Walker Avenue.
7. Tree protection must be installed as soon as possible. It is expected that minimal vegetation will need to be disturbed outside of the right of way and easement areas; however, any work requiring vegetation removal on University property shall be coordinated through University contact so the University arborist may consult.
8. The Property must be well maintained during the period of work, including debris removal and protection of existing walks, landscaping and utilities. The City will require its contractor to provide an appropriate tarp over any stockpile of soil left at the site for any period longer than



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twenty-four (24) hours. Soil and material stockpile locations shall be located and installed so as not to create access, tree, tree root, erosion and/or sedimentation problems.

9. The City of Greensboro shall remove any equipment, debris, mud, dirt, etc. from the Property to the University's satisfaction immediately after the conclusion of the improvement project. The City shall further repair any damage done to the Property as a direct result and consequence of the use of this temporary Right-of-Entry to the greatest extent reasonably possible. Damage may include but is not limited to full or partial removal of the paint delineating parking spaces in Lot 9, broken curb and gutter, or any rutting or ground disturbance caused by vehicles or equipment operated off of paved surfaces.
10. The City shall not permit its employees or contractors to store hazardous materials on the site for any period of time. This prohibition includes, but is not limited to, the storage of fuel tanks and asphalt. Questions regarding whether a material is hazardous should be directed to the University contact identified.
11. University dumpsters, toilets and other facilities may not be used by the City or its contractors without prior permission from University contact. Interruption of utilities requires prior approval. Operation of existing University power switches, valves, etc. should be by University Facilities employees and coordinated through the University contact. Obtain clearance from University and NC One Call Center prior to any digging. If applicable, review handicap routes with the University contact, which must be maintained within or adjacent to the project work area.
12. Quiet must be maintained during final exam periods from 4:00 p.m. until 9:00 a.m. and daily from 11:00 p.m. until 7:00 a.m. and no heavy equipment shall be operated between 9:30 p.m. and 9:00 a.m. within hearing distance of occupied residence halls.
13. In the case of a site emergency, please refer to the procedure outlined in **Exhibit B**. UNCG police may help but shall not be relied upon for project security; notify them of any vandalism.
14. Conduct of workmen on campus must be faultless concerning students, employees, drugs and firearms. Offending parties will be removed from the site.
15. All matters related to security and liability for the City's employees, contractors, equipment, and material is wholly The City's responsibility. The University does not carry insurance to cover The City's activities or property. The City shall require all contractors and sub-contractors to carry commercial general liability insurance.

The City agrees, to the extent allowed by law, to indemnify and to hold harmless the University and the State of North Carolina for any and all damages to the Property or liability to third persons arising out of its performance of the project herein contemplated.



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If the terms of this right of entry are acceptable, please have an authorized representative of The City sign below, and return a fully execute original of this letter to the University Real Estate Office at:

UNC Greensboro Real Estate Office
304 Walker Avenue Parking Deck
PO Box 26170
Greensboro, NC 27402-6170

Sincerely,

Scott L. Milman
The University of North Carolina at Greensboro
Associate Vice Chancellor for Campus Enterprises and Real Estate

Cc: Mr. Alex Ashton
Mrs. Nikki Baker
Mrs. Desiree Coltrane
Mrs. Toni Douglas
Mr. Tim Johnson
Mr. Sameer Kapileshwari
Mr. Paul Lester
Mr. Ken Pearce
Mr. Bob Shea
Mr. Jon Soter

Agreed to and accepted this _____ day of _____, 2020

The City of Greensboro

By: _____

Position: _____