

Return to : Henderson County Government – Erosion Control Office
Stormwater Phase 2 Post-Construction Run-Off Local Program
Water Quality Administrator
240 Second Avenue East, Suite 118
Hendersonville, NC 28792

NORTH CAROLINA

HENDERSON COUNTY

STORMWATER CONTROL STRUCTURE FACILITY ACCESS EASEMENT

THIS DEED OF EASEMENT made this _____ day of , 20_____, by and between _____ (check one) a North Carolina Limited Liability Company, North Carolina Corporation, Other

_____ [explain (ie Florida Corporation, resident of New Jersey, etc)] foreign Business Organization licensed to conduct business in North Carolina, partnership, resident of Henderson County, North Carolina, having a mailing address of _____,

(hereinafter referred to as "Grantor") and Henderson County, a body corporate and politic duly organized and existing under the laws of the State of North Carolina, having a mailing address of 100 North King Street, Suite 210, Hendersonville, North Carolina, 28792 and being situated in Henderson County, (hereinafter referred to as "Grantee");

WHEREAS, said Grantor owns a certain tract of land located in [Unincorporated, Township, etc (ie. Blue Ridge, Green River)] Henderson County, North Carolina, the same being the land conveyed to _____ pursuant to deed recorded in Deed Book _____, Page _____, in the office of the Henderson County Register of Deeds, which deed is hereby referred to for greater certainty of description; and

WHEREAS, development of said property is subject to the National Pollutant Discharge System (NPDES) Phase II Stormwater Regulations and Chapter 42 - Land Development Code – Sub-Part B Water Quality – Stormwater Phase II Post-Construction Run-off Ordinance adopted by Henderson County which requires the Grantor to construct, operate, and maintain a structural Best Management Practice ("BMP") device(s) on the described property according to the Operation and

Maintenance Agreement and the Operation and Maintenance Manual recorded in Deed Book _____ and Page _____ and which is referenced herein; and

WHEREAS, the parties have determined that it is in the best interest for the Grantor to allow the Grantee access, inspect and, if the circumstances in the discretion of the Grantee are an emergency threatening life or property, repair or provide for the repair by agents to the BMP device(s) in order to carry out all provisions of Henderson Counties Phase II Stormwater Post-Construction Run-off Ordinance, including but not limited to inspections of said BMP device(s).

NOW, THEREFORE, said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Grantee, its successors and assigns, a perpetual nonexclusive right and easement to access the structural BMP device(s) being more particularly described as follows:

With respect to authority granted to the Grantee pursuant to this stormwater phase 2 post-construction run-off BMP facility easement for purposes of the BMP device(s)' construction, inspection, maintenance, repair, and operation pursuant to the Phase II Stormwater Ordinance adopted by Henderson County being all permanent easements and access locations as described and marked on said property, as shown on a survey plat prepared by _____ and marked thereon as "Access Easement" in which was recorded in Plat Book _____ Page _____ of the Henderson County Registry of Deeds.

Said Grantor's property is described in Deed Book _____, at Page _____, Henderson County Registry, and has Property Identification Number (PIN) of _____.

The Grantor further acknowledges that the Grantee is acquiring this easement for the purpose of performing any operation necessary to restore functionality to the BMP device(s), in the event Grantor or its subsequent successors or assigns fails to operate, maintain, or repair the BMP device(s) so that it does not function as designed.

TO HAVE AND TO HOLD the same, together with all the rights and appurtenances belonging thereto, unto Henderson County, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto Henderson County, its successors and assigns, against every person lawfully claiming the easement or any part thereof.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

(Name)

North Carolina Limited Liability Corporation

ATTEST: (SEAL)

_____ By: _____

Secretary President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ of _____, a North Carolina _____, and that by authority duly given and as the act of the _____ Company, the foregoing instrument was signed in its name and by its _____, sealed with its corporate seal and attested by him/her as its _____.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires: _____.