

Return to : Henderson County Government Project Management Department  
Stormwater Phase 2 Post-Construction Run-Off Local Program  
Water Quality Administrator  
100 North King Street, 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 Town of Fletcher, a municipal corporation of the State of North Carolina, having a mailing address of 300 Old Cane Creek Road, Fletcher, North Carolina, 28732 and being situated in Town of Fletcher, (hereinafter referred to as "Grantee");

WHEREAS, said Grantor owns a certain tract of land located in Fletcher, 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 Land Development Code Article 6.5 as amended adopted by the Town of Fletcher 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 Town of Fletcher's Land Development Code Ordinance Article 6.5, 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 Land Development Code Article 6.5 adopted by the Town of Fletcher 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 the Town of Fletcher, 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 the Town of Fletcher, 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: \_\_\_\_\_.

**ACCEPTANCE**

Accepted by the Board of Commissioners for and on behalf of Henderson County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF FLETCHER,**  
**a municipal corporation of the State of North Carolina,**

**ATTEST:**

(SEAL) \_\_\_\_\_  
Town of Fletcher Town Manager

\_\_\_\_\_  
Town of Fletcher Town Clerk

Approved as to form on behalf of the Town of Fletcher this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Attorney for the Town of Fletcher

**STATE OF NORTH CAROLINA**  
**COUNTY OF HENDERSON**

I, \_\_\_\_\_, a Notary Public of said County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the Town of Fletcher, a municipal corporation of the State of North Carolina, and that by authority duly given and as the act of the Town Council, the foregoing instrument was signed in its name and by its County Manager, sealed with its corporate seal and attested by his/her as its County Clerk.

Witness my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_.