

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

STORM DRAINAGE EASEMENT

THIS **STORM DRAINAGE EASEMENT**, made and entered into this ____ day of August, 2017 by and between Buncombe County, a body politic and corporate of the State of North Carolina, (hereinafter sometimes "Grantor") and ASHEVILLE-BUNCOMBE EDUCATIONAL HOUSING, LLC, a North Carolina limited liability company, (hereinafter sometimes "Grantee").

WITNESSETH

WHEREAS, the Grantor is the owner of certain real property as same is set forth and described in Book 217, Page 169 Buncombe County Registry and is shown on the records of the Buncombe County Tax Office as PIN #: 9720-30-9595;

WHEREAS, in compliance with the Buncombe County Stormwater Ordinance the Grantee constructed a storm drainage system crossing the land of the Grantors as described in the preceding paragraph;

WHEREAS, Grantee further desires a permanent easement for ingress, egress and regress to said easement for the purposes of constructing, enlarging, replacing, filling, repairing and continuing general maintenance of said storm drainage system;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the Grantor by these presents does grant and convey unto the Grantee, its successors and assigns, the temporary and permanent right, privilege and easement to construct, maintain, repair, replace, inspect, and fill a storm drainage system and all related accessories over, upon, across, under and through the Real Property of the Grantor as described above, said permanent easement being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, maintaining, repairing, replacing and inspecting storm drain pipes together with all related accessories as from time to time may be required, together with the full right of reasonable access to and egress from said permanent easement over and upon the Grantor's Real Property, as referenced herein, said permanent easement being more particularly described as follows:

Being that area shown as "Proposed Stormwater Detention Pond and Storm Drain Easement Area, 10799 SF 0.248 Ac." as shown on plat recorded in Plat Book 174, Page 31 Buncombe County Registry.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTORS AND THE GRANTEE:

Grantee shall have the right to do all things necessary or convenient thereto, including, but not being limited to, the following:

1. That the Grantee shall have the right to clear the permanent easement described above and the right but not the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.
2. The Grantor shall have the full power and right to use the land over which the permanent storm drainage easement exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause:(1) the storm drainage system to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the storm drainage easement; and (3) Grantee's facilities to be interfered with or endangered by Grantor, its successors or assigns. The Grantee agrees to pay the actual damages caused both inside and outside the storm drainage easement by the construction, inspection and maintenance of the storm drainage system.
3. That the Grantee agrees to restore the topography of said easement areas after construction of the storm drainage system and all related accessories to approximately the same condition as existed before construction of said storm drainage system.
4. The Grantee shall take appropriate measures to restrict entry into the permanent easement area.
5. That by acceptance of this Storm Drainage Easement, the Grantee agrees that it shall indemnify, defend and hold harmless the County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Grantee or any employee, agent or assign of the Grantee related to the Storm Drainage Easement area. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is seized in fee simple of said lands and premises and have full right and power to convey this easement to the Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Attest:

BUNCOMBE COUNTY, a body politic and corporate of the State of North Carolina

Kathy Hughes, Clerk to the Board

By: _____
Brownie Newman, Chairman

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Kathy Hughes, and hereby certifies that said Kathy Hughes, Clerk to the Board, personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of the County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of August, 2017.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the Grantee hereby accepts this Storm Drainage Easement and executes the foregoing instrument in the ordinary course of its business by the signature(s) below of its duly authorized representative(s) and as the act of such entity.

ASHEVILLE-BUNCOMBE EDUCATIONAL HOUSING, LLC

By: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument as a Member/Manager of ASHEVILLE-BUNCOMBE EDUCATIONAL HOUSING, LLC, a North Carolina limited liability company, on behalf of said limited liability company, by authority duly vested.

Witness my hand and notarial seal, this the ___ day of August, 2017.

Notary Public

My commission expires: