

_____ AND CITY OF Lenoir
STORMWATER FACILITY ACCESS EASEMENT
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**STATE OF NORTH CAROLINA STORMWATER BMP FACILITY
ACCESS EASEMENT
COUNTY OF CALDWELL**

THIS DEED OF EASEMENT made this ____ day of, 200_, by and between _____ (check one) a North Carolina Limited Liability Company, North Carolina Corporation, foreign Business Organization licensed to conduct business in North Carolina, resident of the City of Lenoir, North Carolina, having a mailing address of _____, (hereinafter referred to as "Grantor") and CITY OF LENOIR, a North Carolina Municipal Corporation duly organized and existing under the laws of the State of North Carolina, having a mailing address of Post Office Box 958, Lenoir, North Carolina, and being situated in Caldwell County, (hereinafter referred to as "Grantee");

WHEREAS, said Grantor owns a certain tract of land located in Lenoir Township, Caldwell County, North Carolina, the same being the land conveyed to _____ pursuant to deed recorded in Deed Book _____, Page _____, in the office of the Caldwell 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 Storm water Regulations and the Phase II Storm water Ordinance adopted by the City of Lenoir which requires the Grantor to

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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 to the BMP device(s) in order to carry out all provisions of the City of Lenoir's Phase II Storm water 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 storm water BMP facility easement for purposes of the BMP device(s)' construction, inspection, maintenance, repair, and operation pursuant to the Phase II Storm water Ordinance adopted by the City of Lenoir being all _____ foot 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 Caldwell County Registry of Deeds.

Said Grantor's property is described in Deed Book _____, at Page _____, Caldwell County Registry, and has Tax Parcel Identifications 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 City of Lenoir, 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 City of Lenoir, 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.

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A 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

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Accepted by the Lenoir City Council for and on behalf of the City of Lenoir,
North Carolina, this day of , 2009.

**THE CITY OF LENOIR,
A North Carolina Municipal Corporation**

ATTEST:

(SEAL) _____

Lane Bailey, City Manager

Shirley Cannon, City Clerk

Approved as to form on behalf of the City of Lenoir this day of _____, 20__.

Attorney for the City of Lenoir

**STATE OF NORTH CAROLINA
COUNTY OF CALDWELL**

I, _____, a Notary Public of said County and State,
certify that **Shirley Cannon** personally came before me this day and
acknowledged that she is City Clerk of the City of Lenoir, a North Carolina
Municipal Corporation, and that by authority duly given and as the act of the City
Council of the City of Lenoir, the foregoing instrument was signed in its name and
by its City Manager, sealed with its corporate seal and attested by her as its City
Clerk.

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

Notary Public

My Commission Expires: _____.