

**PRIVATE DRAINAGE EASEMENT  
PRIVATE STORMWATER MANAGEMENT EASEMENT  
INSPECTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a North Carolina limited liability company doing business in \_\_\_\_\_ County, \_\_\_\_\_, ("Grantor"), and the CITY OF HENDERSONVILLE, North Carolina, a municipal corporation, ("City").

WITNESSETH:

that in consideration of the sum often dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to City a perpetual easement to inspect (and operate as necessary only as described herein) a private stormwater conveyance system consisting of ditches, swales, channels, culverts, storm drains, retention ponds, stormwater BMPs and other appurtenant facilities for the purpose of depositing water within the boundary of the permanent easement as more particularly described and indicated as

All that real property described in that deed recorded in deed book \_\_\_\_\_ at page \_\_\_\_\_, Henderson County Registry, with \_\_\_\_\_ as grantor and \_\_\_\_\_, as Grantee (the "Easement");

over and upon any private stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved facilities appurtenant to the Grantor's Real Property for the purpose of providing quantity or quality (or both) stormwater management within the Easement.

AND the Grantor covenants and agrees with the City as follows:

**First:** All drainage improvements, all stormwater management facilities, all access drives and appurtenant facilities which will be installed in the Easement shall remain the property of Grantor.

**Second:** At no time shall Grantor charge City for the use of the Easement or for the privilege of exercising the rights granted under this agreement.

**Third:** City, its agents, and employees shall have the perpetual right of access over the Grantor's Real Property as hereinabove described.

**Fourth:** City shall have such rights and privileges as may be reasonable, necessary or convenient for the full enjoyment or use of the Easement.

**Fifth:** Grantor reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the Easement by City for the purposes of this agreement. Notwithstanding the preceding sentence, the Grantor shall not erect any building, fence or other structure on the Easement without obtaining the prior express written consent of City.

AND Grantor further covenants and agrees that it shall be responsible for and agrees to perform the necessary maintenance to allow the proper and efficient flow of water through the system

within the Easement and to perform the necessary maintenance to allow access and proper operation of the stormwater management facility within the Easement, all as may be required by the City from time to time by its ordinances lawfully enacted, and as may be further required pursuant to that a plan submitted to the City of Hendersonville and reviewed without rejection by persons designated by the Hendersonville City Attorney and subject to any conditions attached hereto as Appendix A; PROVIDED that any such conditions shall supplement and not supersede the requirements of City Ordinances except as may be expressly stated in the conditions, and further PROVIDED and AGREED that the failure by the parties to attach any such conditions shall not invalidate this agreement and easement.

Should Grantor fail to construct, repair or maintain the system or facility, or should the system within the Easement become blocked so that the water will not flow in an efficient manner, or the access become impassable or the stormwater management facility fail to function as designed, Grantor shall make necessary repairs or maintenance to allow the proper and efficient flow of water, or to allow access to the stormwater management facility or to allow the stormwater management facility to function as designed. If, after reasonable notice by the City, the Grantor shall fail to construct, repair, maintain or operate the facility within a reasonable period of time in accordance with the approved design standards and with the law and all applicable rules and regulations, the City may, but is not obligated to, enter onto the facility and perform all necessary construction, repair, maintenance and operating work, and may assess the Grantor for the cost of said work. The assessment shall be a lien against all property subject to and benefitted by the systems and facilities described in this agreement. Such costs shall be assessed, levied, collected and enforced as City real estate taxes are now, or may hereafter be, by law levied and collected, and shall have the same priority rights, bear the same interest and penalties, constitute a lien upon the Grantor's Real Property so assessed, be placed upon the Grantor's Real Property tax bill and in every respect be treated the same as City real estate taxes. Such costs shall also be personal obligations of the owners of the Grantor's Real Property at the time the costs are incurred, and may be collected accordingly.

Grantor warrants that it is seized of the Grantor's Real Property subject to the Easement and has the right to convey the Easement; that there are no encumbrances; that City shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the Grantor's Real Property or such part thereof as may be burdened or affected by the Easement.

Lienholder joins herein for the purpose of subordinating to this easement any deeds of trust, mortgages or other liens as to the Easement. The liens as to the remainder of the Grantor's Real Property will not be affected. The parties, date of instrument, and recondition information for the instrument being subordinated are as follows:

Lienholder	Date of Recording	Deed of Trust Book/Page
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TO HAVE AND TO HOLD the said easement by the in favor of the City and its successors, representatives and assigns to the extent of the easement herein provided.

**IN TESTIMONY WHEREOF**, the aforesaid parties have hereunto set their hand and seal the day and year first written above.

GRANTOR:

\_\_\_\_\_

GRANTEE:

City of Hendersonville

By: \_\_\_\_\_ (SEAL)

by: \_\_\_\_\_

Title: \_\_\_\_\_

City Manager

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

CITY SEAL

Attest:

\_\_\_\_\_  
Tammie K. Drake, CMC  
City Clerk

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of County and State aforesaid, certify that \_\_\_\_\_, authorized to sign in accordance with N.C.G.S. § 57C-3-24 for \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

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

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, \_\_\_\_\_, a Notary Public of County and State, certify that Tammie K. Drake personally came before me this day and acknowledged that she is Clerk to the City of Hendersonville, a municipal corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official stamp or seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

My commission expires:

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