

NORTH CAROLINA)

DEED OF EASEMENT

FORSYTH COUNTY)

THIS DEED OF EASEMENT made this the _____ day of _____, 20____, by and between, _____ hereinafter referred to as “Party of the First Part”, and the TOWN OF KERNERSVILLE, hereinafter referred to as “Party of the Second Part”;

(Note: revise to “Parties of the First Part” if multiple owners)

W I T N E S S E T H:

WHEREAS, the Party of the First Part is owner of certain real property located in Kernersville Township, Forsyth County, North Carolina; and whereas, the said Party of the First Part now desires to convey an access easement to the Party of the Second Part in accordance with the requirements of the Watershed Protection and Stormwater Ordinances of the Town of Kernersville hereinafter referred to as “Ordinances” , and

WHEREAS, the Party of the First Part is owner of a certain tract of property lying and being in Forsyth County, North Carolina and said property is more particularly described in a Deed as recorded in Deed Book __, Page __, Forsyth County Registry, hereinafter referred to as “Property”;

WHEREAS, the purpose of the easement is to provide the Party of the Second Part with access from a public right-of-way to and around all Stormwater Control Measures, hereinafter referred to as SCMs, which includes components such as the side slopes, forebay, riser structure, SCM device and inlets, dam embankments, outlet, and emergency spillway and sufficient area to perform inspections, maintenance, repairs and reconstruction located on the Property of the Party of the First Part;

WHEREAS, pursuant to the Town’s Watershed Protection and Stormwater Ordinances (hereinafter referred to as “Stormwater Ordinances”), easements are needed for the benefit of the Party of the Second Part for the construction, inspection, maintenance, repair, and operation of the SCMs located upon the Property of the Party of the First Part;

NOW, THEREFORE, the said Party of the First Part for and in consideration of the sum of Ten Dollars and other valuable considerations to them paid including the agreement contained herein, do hereby give, grant and convey unto the Party of the Second Part, their successors and assigns, a perpetual right and easement for the purpose of ingress and egress over the Property more particularly described as follows:

Easement not less than twenty feet (20’) in width over that property as described in Deed Book _____, Page _____ of the Forsyth County Registry and which description is attached hereto.

TO HAVE and to hold said right and easement to them, the said Party of the Second Part, their successors and assigns forever; it being agreed that the right and easement hereby granted is appurtenant to and runs with the Property now owned by the Party of the First Part and hereinabove referred to and the Party of the First Part is hereby bound, together with all heirs, executors, administrators, or successors, to warrant and forever defend the easement granted herein unto the Party of the Second Part, its successors and assigns.

It is the intent of the Party of the First that the access easement herein granted from the public right of way be confined to that area designated and intended for vehicular traffic to and from the SCMs to and from (*insert name of public street or highway*), that being the public road that currently provides access to the property, and further to provide an easement not less than twenty feet (20’) in width surrounding the SCMs. Notwithstanding the foregoing, all easements given herein shall be subject to the provisions of the Stormwater Ordinances and shall allow the Party of the Second the access needed to perform its duties pursuant to the Stormwater Ordinances. The Party of the First acknowledges that the Party of the Second shall have no obligation to repair, replace or maintain any portion of the Property subject to the easement or to repair any

damage occasioned by its exercise of this grant of easement. The Party of the First shall hold the Party of the Second safe and harmless and shall indemnify the Party of the Second against any and all claims for damages arising from this grant of easement or occurring on said easement.

This agreement between the parties shall be binding upon the heirs, assigns and successors of all parties hereto.

IN TESTIMONY WHEREOF, the said Party of the First Part have hereunto set their hands and seals the day first above written.

PARTY(IES) OF THE FIRST PART:

By: _____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that _____ *(insert name of authorized signer)*, the *(insert title)* of *(insert entity name)* personally came before me this day and acknowledged the execution and sealing of the foregoing instrument as *(insert title)* on behalf of and as the act of the company referred to in this acknowledgement.

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

_____ My Commission Expires: _____

Notary Public

(or, if individual owner)

NORTH CAROLINA

FORSYTH

COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing Deed of Easement.

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

_____ My Commission Expires: _____

Notary Public

EXHIBIT A PROPERTY
DESCRIPTION

(PER DEED)