STATE OF NORTH CAROLINA)
)
COUNTY OF TRANSYLVANIA)

STORMWATER EASEMENT
Transylvania Co. Map #8585-59-8339-000

KNOW ALL MEN BY THESE PRESENTS, by this instrument, Elizabeth S Smith (Grantor) in consideration of the sum of $1.00 received from the City of Brevard
(Grantee), a body politic, organized, and existing under the laws of the State of North Carolina, does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, a Permanent Stormwater Easement over, under, and through the following described real estate. The easement shown, delineated and depicted on Exhibit "A" attached hereto, is for the purpose of locating, constructing, improving, grading, landscaping and other necessary work, including the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress for the construction, installation, repair, reconstruction, removal, and inspection of a new stormwater drainage system, and all supporting, related or ancillary structures, and equipment, in, upon, across, over, beneath and through the real property owned by Grantor located in the County of Transylvania, State of North Carolina, (described as all or part of Deed Book 00727, Page 0260; Plat Book 8, Page 783) the said easement and right-of-way being more fully shown, delineated and depicted on the drawing attached hereto as **Exhibit "A",** dated January 16, 2024, revised March 10, 2025 entitled Storm Water Easement Dedication Survey and Plat prepared for the City of Brevard and Elizabeth S Smith-8585-59-8339-000 Elizabeth S Smith, and prepared for the City of Brevard by Carolina Mountain Surveying consisting of:

- approximately 0.032 acres of permanent stormwater easement

TOGETHER WITH, the continuous rights of ingress and egress over and along the said easement area for any and all the aforesaid purposes and the right from time to time to redesign, or alter said stormwater drainage system, apparatus, equipment and appurtenances as the City of Brevard, it's successors and assigns, may at any time deem necessary, and the right to remove said stormwater drainage system or any part thereof and to do whatever may be required, necessary, or desirable for the enjoyment of the rights herein granted, including the right to clear and keep clear the said easement and right-of-way.

Grantor understands and agrees for themselves, their heirs, successors and assigns, not to cause or allow the construction or maintenance of any building or other structure in or upon the area

of the permanent easement conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantor's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantor further agrees for themselves, their heirs, successors and assigns, that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the area conveyed and that Grantee shall have the right of reasonable access over any property adjacent to the area conveyed, for the purpose of construction, grading, maintenance, repair, and reconstruction of the stormwater drainage system, and planting or removing vegetation, in or on the area conveyed and the right to remove any structure necessary or convenient to accomplish same.

Grantee, at the termination of construction, agrees to stabilize any disturbed soil surface resulting from Grantee's activities. Stabilization shall be accomplished by vegetation planting, application of erosion control fabric, or other means considered practical and effective.

TO HAVE TO AND TO HOLD the above granted easement and right-of-way described and depicted on the attached Exhibit "A" and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining, unto and for the benefit of the Grantee, forever, its heirs, successors and assigns, forever.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties and it is understood that this Agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

TO THESE COVENANTS, the Grantor(s) does hereby consent and agree.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto affixed their hands and seals this _____day of _____, 202__.

GRANTOR:

_____

Signature

_____ _____

Witness Printed Name, Title

_____

Signature

_____ _____

Witness Printed Name, Title

STATE OF)

) ACKNOWLEDGMENT

COUNTY OF)

I, the undersigned Notary Public for the State of _____, do hereby certify that the Grantors above named personally appeared before me this _____ day of _____, 20 , and acknowledged the due execution of the foregoing instrument.

_____

Notary Public for _____

My Commission Expires: _____

GRANTEE:

_____ By: _____

Witness Wilson Hooper

Its: City Manager

Grantee

STATE OF NORTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF TRANSYLVANIA)

I, the undersigned Notary Public for the State of North Carolina do hereby certify that the above named Grantee, _____, personally appeared before me this _____ day of _____, 202__, and acknowledged the due execution of the foregoing instrument on behalf of the City of Brevard.

_____

Notary Public for North Carolina

My Commission Expires: _____