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Stormwater Phase 2 Post-Construction Run-Off Local Program  
Water Quality Administrator  
240 Second Avenue East, Suite 118  
Hendersonville, NC 28792

NORTH CAROLINA

HENDERSON COUNTY

**STORMWATER CONTROL STRUCTURE FACILITY ACCESS EASEMENT**

THIS DEED OF EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (check one) a  North Carolina Limited Liability Company,  North Carolina Corporation,  Other

\_\_\_\_\_ [explain (ie Florida Corporation, resident of New Jersey, etc)]  foreign Business Organization licensed to conduct business in North Carolina,  partnership,  resident of Henderson County, North Carolina, having a mailing address of \_\_\_\_\_,

(hereinafter referred to as "Grantor") and Town of Laurel Park, a body corporate and politic duly organized and existing under the laws of the State of North Carolina, having a mailing address of 441 White Pine Drive, Laurel Park, North Carolina, 28739 and being situated in Henderson County, (hereinafter referred to as "Grantee");

WHEREAS, said Grantor owns a certain tract of land located in Laurel Park, North Carolina, the same being the land conveyed to \_\_\_\_\_, pursuant to deed recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Henderson 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 Stormwater Regulations and Chapter 53 - Town of Laurel Park Code of Ordinances – Stormwater Management Ordinance adopted by Town of Laurel Park which requires the Grantor to 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, inspect and, if the circumstances in the discretion of the Grantee are an emergency threatening life or property, repair or provide for the repair by agents to the BMP device(s) in order to carry out all provisions of Town of Laurel Park Stormwater Management 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:

