Return to : Henderson County Government – Erosion Control Office 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:

With respect to authority granted to the Grantee pursuant to this stormwater phase 2 post-construction run-off BMP facility easement for purposes of the BMP device(s)' construction, inspection, maintenance, repair, and operation pursuant to the Phase II Stormwater Ordinance adopted by Town of Laurel Park being all 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 Henderson County Registry of Deeds.

Said Grantor's property is described in Deed Book _____, at Page _____, Henderson County Registry, and has Property Identification Number (PIN) 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 Town of Laurel Park, 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 Town of Laurel Park, 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. (Name) **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	t 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/he	er as its
Witness my hand and seal this	_ day of, 20
Notary Public	_

i ubilo	
(SEAL)	
My Commission Expires: _	