

PREPARED BY AND RETURN AFTER RECORDING TO: SHERYL H. WILLIAMS,
ROBERTS & STEVENS, P. A. (Box #39)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 20____, by and between **COUNTY OF BUNCOMBE, a body politic and corporate**, hereinafter referred to as Grantor, and **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA**, a public body and body politic and corporate, created and established by the North Carolina State Stream Sanitation Committee by Resolution adopted on January 19, 1962, under the provisions of the North Carolina Metropolitan Sewerage Districts Act, now codified as Chapter 162A, Article 5, of the General Statutes of North Carolina, hereinafter referred to as Grantee (the designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context).

WITNESSETH:

THAT WHEREAS, the Grantor is the owner of certain property more particularly described in a Deed recorded in Book 4190 at Page 1738, Buncombe County Registry (hereinafter sometimes referred to as "Property"); and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a temporary construction easement and a permanent easement over, upon, across, under and through a portion of the property of the Grantor for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sewer lines and accessories and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant, and convey unto the Grantee, its successors and assigns, the temporary and permanent right, privilege and easement to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and accessories over, upon, across, under and through the above-referenced property of the Grantor, said temporary construction easement and permanent easement being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property or other property of Grantor, said permanent easement being more particularly described as follows:

BEGINNING at the Northwestern corner of said Property, and from said Beginning point thus established runs thence South 78° 23' 05" East 69.85 feet; thence South 07° 21' 28" West 6.28 feet; thence North 79° 44' 49" West 69.75 feet; thence North 07° 22' 56" East 7.95 feet to the point and place of **BEGINNING**.

Said Permanent Easement consisting of 495.6 square feet (0.01 acre), more or less.

TEMPORARY CONSTRUCTION EASEMENT: A temporary construction easement for the purposes of excavation, digging ditches, storing dirt, supplies and materials, moving and using equipment and generally carrying out the completion of the installation of said sanitary sewer lines and accessories, and for the purposes of inspecting and performing appropriate tests within said temporary construction easement, including but not limited to, archaeological and environmental studies, together with the full right of reasonable access to and egress from said temporary construction easement over and upon the above-referenced Property or other property of Grantor, for all purposes in connection with said construction and installation, it being understood that this right of use as set out in this paragraph shall terminate upon the final completion of the entire project, said temporary construction easement being more particularly described as follows:

BEGINNING at a point located in the Western line of said Property, said Beginning point being the terminus of the third call of the permanent easement described above, and from said Beginning point thus established runs thence South 79° 44' 49" East 69.75 feet to a point located in the Eastern line of said Property; thence with said line South 07° 21' 28" West 15.02 feet; thence North 79° 44' 49" West 69.76 feet to a point located in the Western line of said Property; thence with said line North 07° 22' 56" East 15.02 feet to the point and place of **BEGINNING**.

Said Construction Easement consisting of 1046.3 square feet (0.02 acre), more or less.

Said permanent easement and temporary construction easement being shown on the Sewer Line Location Drawing for Old US 70 @ Grovemont Ave. Rehabilitation Project – MSD Project No. 2007322, Easement Across the Property of County of Buncombe, prepared by Cipar, Ingle, Anders & Associates Inc., dated January 12, 2012, Job #7689, attached hereto as Exhibit A and made a part hereof.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. That the Grantee shall have the right to clear the permanent easement and temporary construction easement described above and the right but not the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement and temporary construction easement all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.

2. That the Grantor shall at all times, other than while the sewer lines are under actual construction, have the right to use said permanent easement and said temporary construction easement, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Prohibited uses of the permanent easement by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easement by the Grantor shall not be allowed; the planting of trees within the permanent easement by the Grantor shall not be allowed; additional fill cannot be placed within the permanent easement except after prior written consent from the Grantee; and other utility lines, including but not limited to, electric, gas, telephone, cable, or water lines, cannot be constructed within the permanent easement except after prior written approval by the Grantee.

3. That the Grantee agrees to restore the topography of said easement area after installation of the sewer lines and accessories to approximately the same condition as existed before said installation.

4. That the Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and accessories constructed within said permanent easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and accessories, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

5. If the Grantor has a sewer service line ("service line") that presently leads from the Grantor's residence or building on the Grantor's property to the existing main sewer line which may be abandoned by the Grantee, the Grantee agrees that it will connect the service line to the new or rehabilitated sewer line that will be located within the permanent easement described above. The Grantor hereby authorizes the Grantee to enter upon the Grantor's property and to excavate on the Grantor's property outside of the permanent and temporary construction easements described herein for the purpose of locating and connecting said service line. The Grantee shall perform such excavation in a good and workmanlike manner and shall obtain prior approval from the Grantor as to specific areas of Grantor's property to be excavated. The Grantee shall also restore the topography of the Grantor's property after location and connection of said service line to approximately the same condition as existed before said work. The Grantor agrees to cooperate with the Grantee and to allow the Grantee reasonable access to the Grantor's property in order for the Grantee to perform the above-described work.

6. Other conditions and provisions:

TO HAVE AND TO HOLD said temporary construction easement and said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and premises are free from any and all liens and encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement Agreement, as of the day and year first above written.

THE COUNTY OF BUNCOMBE

By: _____
Chairman

ATTEST:

Clerk

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS IS TO CERTIFY that this _____ day of _____, 20____, before me
 _____, a Notary Public of the State of North
 Carolina, County of Buncombe, personally appeared
 _____, Clerk of
 the Board of Commissioners for **THE COUNTY OF BUNCOMBE**, with whom I am
 personally acquainted, who being by me duly sworn, says and acknowledges that
 _____ is the Chairman of the Board of
 Commissioners for **THE COUNTY OF BUNCOMBE**, and that she, the said
 _____, is Clerk of the Board of
 Commissioners of **THE COUNTY OF BUNCOMBE**, described in and which executed the
 foregoing instrument; that she saw the said Chairman of the Board of Commissioners for **THE
 COUNTY OF BUNCOMBE** sign the foregoing instrument, and that she, the said Clerk of the
 Board of Commissioners for **THE COUNTY OF BUNCOMBE**, signed her name in attestation
 of the execution of said instrument and affixed the seal of **THE COUNTY OF BUNCOMBE** to
 said instrument in the presence of said Chairman of the Board of Commissioners for **THE
 COUNTY OF BUNCOMBE**; that she knows the common seal of **THE COUNTY OF
 BUNCOMBE**; that the seal affixed to the foregoing instrument is said common seal of **THE
 COUNTY OF BUNCOMBE** and the name of **THE COUNTY OF BUNCOMBE** was
 subscribed thereto by the said Chairman of the Board of Commissioners for **THE COUNTY OF
 BUNCOMBE** and that the said Chairman and Clerk subscribed their names thereto and affixed
 said common seal all by order of the Board of Commissioners for **THE COUNTY OF
 BUNCOMBE**, and that the said instrument is the act and deed of **THE COUNTY OF
 BUNCOMBE**.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]