

Prepared by and after recording return to: Kathryn M. Madison of 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 Deed Book 2167 at Page 783, Buncombe County Registry (hereinafter sometimes referred to as "Property"); and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee three (3) temporary construction easements and two (2) permanent easements 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 easements 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 easements and permanent easements being described as follows:

PERMANENT EASEMENTS: Two (2) nonexclusive permanent easements 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 easements, including but not limited to, archaeological and environmental studies, and together with the full right of access to and egress from said permanent easements, said permanent easements being more particularly described as follows:

Being those areas shown as Permanent Easement 1 and Permanent Easement 2 on the survey entitled "Weaverville Pump Station & Forcemain Project MSD Project #2019080 Sewer Easement Across the Property of: County of Buncombe" prepared by Cole Surveying & Design, PA, dated May 23, 2023, and last revised August 31,

2023 (Project No. 22-008) and recorded in Plat Book _____ at Page _____, Buncombe County Registry (hereinafter the "Plat"), reference to which is hereby made and incorporated for a more particular description.

Said Permanent Easement 1 consisting of 6,649.6 square feet (0.153 acres), more or less and said Permanent Easement 2 consisting of 43.2 square feet (0.001 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENTS: Three (3) temporary construction easements 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 easements, including but not limited to, archaeological and environmental studies, together with the full right of access to and egress from said temporary construction easements 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 easements being more particularly described as follows:

Being those areas shown as T.C.E. 1, T.C.E. 2 and T.C.E. 3 on the Plat, reference to which is hereby made and incorporated for a more particular description.

Said Temporary Construction Easement 1 consisting of 4,974.4 square feet (0.114 acres), more or less, and said Temporary Construction Easement 2 consisting of 1,209.5 square feet (0.028 acres), more or less, and said Temporary Construction Easement 3 consisting of 920.9 square feet (0.021 acres), more or less.

Said Permanent Easements and Temporary Construction Easements being shown on the Sewer Line Location Drawing for Project # 2019080, Sewer Easement Across the Boundary of: County of Buncombe, prepared by Cole Surveying & Design, PA, dated May 24, 2023, and last revised on August 31, 2023, Project No. 22-008.

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

1. That the Grantee shall have the right to clear the permanent easements and temporary construction easements described above and the right but not the obligation to keep the permanent easements clear at all times, and the right to remove from the permanent easements and temporary construction easements 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 easements and said temporary construction easements, 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 easements by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easements by the Grantor shall not be allowed; the planting of trees within the permanent easements by the Grantor shall not be allowed; additional fill cannot be placed within the permanent easements 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 easements except after prior written approval by the Grantee.

3. That the Grantee agrees to restore the topography of said easement areas 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 easements 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 easements. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and accessories, shall only be responsible for re-graveling, 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 re-graveling 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 easements 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 easements and said permanent easements 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 set their hands and seals, or if corporate, has caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of the day and year first above written.

COUNTY OF BUNCOMBE

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ of **COUNTY OF BUNCOMBE** appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]