

AFTER EASEMENT HAS BEEN RECORDED, PLEASE SEND ORIGINAL TO:
Gloria Smith, City of Asheville Water Dept., P O Box 7148, Asheville, NC 28802.

Project Name: **Old Dominion Freight Lines, Inc.**
Project No: **WPFY 12-13-061**

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

WATERLINE EASEMENT

THIS WATERLINE EASEMENT, made and entered into this the 9th day of October, 2013, by and between **Buncombe County, a body corporate and politic**, hereinafter referred to as "Grantor," and the City of Asheville, a North Carolina Municipal Corporation, hereafter referred to as "Grantees."

WITNESSETH:

WHEREAS, Grantor has constructed a **6"** waterline, crossing the lands of Grantor and now wishes to convey said waterline to the Grantee; and

WHEREAS, as a condition of acceptance, Grantee desires a perpetual right of way for ingress, egress, and regress to said waterline for the purpose of constructing, laying, replacing, enlarging and continuing general maintenance of said waterline; and

WHEREAS, the Grantor shall have the continuing right to cultivate and use the property subject to the waterline easement, provided that said use in no way interferes with the ability of said waterline to conduct water nor with the right of the Grantee, its successors and assigns to construct and maintain said waterline as set forth above.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledge, the Grantor hereby grant, dedicated and convey unto the Grantee, its successors and assigns a waterline right of way being located in Buncombe County, North Carolina, said waterline right of way being more particularly described as follows:

Being all of the Water Line Easement area as set forth in Plat Book **171**, at Page **27** recorded in the Buncombe County Registry.

Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance set forth as shown on plat recorded in Plat Book **171** Page **27**, Buncombe County Registry.

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, enlarge, inspect and reconstruct within the permanent easement described above, waterlines for the transmission of water for public use, together with the right to do all things necessary or convenient thereto.

- B. The Grantee, its officers, agents and workers shall have the right to go to and from the permanent easement at all times across the Real Property by such route or routes as shall occasion the least practicable inconvenience to Grantors, as determined in Grantee's sole discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of the Real Property which are separated from the permanent easement by any public road now or hereafter crossing the Real Property. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said permanent easement.
- C. The Grantee shall have the right to clear the permanent easement and keep the same cleared at all times, and to remove there from all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantees shall have the right to erect and maintain structures for access to the waterlines and for controlling water flowing through said waterlines and the right to install, operate and maintain other equipment necessary for transmitting water.
- E. The Grantors shall at all times have the right to use said permanent easement for all purposes not inconsistent with the rights acquire hereto and use thereof by Grantee. Provided however, the Grantors shall not: (1) Cause the waterline to be undermined in any way; (2) Cause electric, telephone or television cable lines to be constructed within the permanent easement; (3) Cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the permanent easement; or (4) Cause Grantee's facilities or use of said permanent easement to be interfered with or endangered by Grantors, their heir, successors and assigns.
- F. The Grantor hereby releases and forever discharges the Grantee, its successors and assigns, from any and all claims for property damages associated with the permanent easement crossing the Real Property and for present and future uses thereof by Grantee, its successors and assigns, for all purposes for which the Grantee is authorized to maintain and repair the easement and waterlines contained therein.
- G. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants title to the Grantee title to and quiet enjoyment of the Easement.

IN WITNESS WHEREOF, the Grantor has hereunto caused this waterline easement to be duly executed by its authorized officials on the day and year set forth below:

DEVELOPER:

BUNCOMBE COUNTY:

Attest:

Kathy Hughes, Clerk to the Board of
County Commissioners

By: _____ (Grantor)
David Gant, Chairman
Board of County Commissioners

Attest:

ACCEPTED BY CITY OF ASHEVILLE:

Magdalen Burleson, City Clerk

By: _____ (Grantee)
Gary L. Jackson, City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public of the County and State aforesaid certify that Kathy Hughes personally came before me this day and acknowledged that she is the duly appointed Clerk of the Board of County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal, and attested by himself as Superintendent.

Witness my hand and notarial seal this _____ day of _____, 20 _____

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public of the County and State aforesaid certify that Magdalen Burleson personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 20 _____

Notary Public
My Commission Expires: _____