

Prepared by: Dan Hitchcock, Esq. of Adams Hendon Carson Crow & Saenger, P.A.  
Mail after recording to: Martha W. McGlohon, Deputy City Attorney, P. O. Box 7148, Asheville, NC 28802

**PROJECT NAME: City Centre Storm Water Relocation**  
**Property Address: 200 College Street, Asheville, NC**  
**PIN NO. 9649-50-8644-00000**

STATE OF NORTH CAROLINA  
BUNCOMBE COUNTY

**PERMANENT EASEMENT**  
(Storm Drainage)

**THIS PERMANENT EASEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Buncombe, a North Carolina body politic (herein “Grantor”) and the City of Asheville, a North Carolina Municipal Corporation (herein “Grantee”).

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

**WITNESSETH**

**WHEREAS**, Grantor owns a certain tract of land (“Tract”) in the City of Asheville, County of Buncombe, State of North Carolina, the same being the land conveyed to Grantor by

deed recorded in Book 1342 at Page 218, in the office of the Register of Deeds of Buncombe County (“Property”); and

**WHEREAS**, Grantee desires a permanent easement for ingress, egress and regress over the Property of the Grantor for the purposes of locating, constructing, enlarging, within the easement area granted herein, replacing, and continuing general maintenance of the easement as referenced herein below;

**NOW THEREFORE**, said Grantor for good and valuable consideration acknowledged by the parties hereto, the Grantor, by these presents does convey to said Grantee and its successors the 48”HDPE Pipe as described herein below, along with the non-exclusive, perpetual easement (the “Permanent Easement”), the nature and type of which are indicated below and described as follows:

### **PERMANENT EASEMENT**

That portion or portions of the tract labeled as “Permanent” easement (/s) on a map prepared by Civil Design Concepts (CDC Project No. 11408) said map being attached hereto as Exhibit A, and incorporated herein by reference. Said permanent easement consisting of 1065+/- square feet, more or less. The Permanent Easement granted is described below:

**STORM DRAINAGE EASEMENT:** Pulliam Spake, LLC has caused to be constructed upon Grantor’s Property, a 48” HDPE Pipe (as part of the City Centre Storm Water Relocation Project). Grantee shall have the right to enter upon said Tract for the purpose of laying, constructing, operating and maintaining the aforementioned storm drainage facilities within the easement area. Grantee shall have the right to inspect, maintain, repair, and improve the storm drainage facility, to obtain samples of storm water from time to time for testing purposes; to remove from the Permanent Easement, now or at any time in the future, trees, structures, or other obstructions that may endanger the proper maintenance and operation of said storm drainage facility. Grantor may make alterations to the storm drainage facility in the Permanent Easement only when such alterations have been approved by Grantee prior to their installation. Grantee’s operation, maintenance, repair or improvement of storm drain facility contemplated herein does not guarantee the Grantor complete protection from property damage for all storm events.

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

Grantee shall have the right to do all things necessary or convenient to the rights granted herein, including but not being limited to, the following:

1. That the Grantee shall have the right to clear the permanent 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 all brush, trees and other obstructions, and to go upon said easements whenever necessary for the

purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.

2. Grantee shall have such right of ingress, egress, and regress over and upon any lands of the Grantor adjacent to or in the vicinity of the Permanent Easement as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the installations for which the Permanent Easement is granted, and no entry for such purposes shall be deemed a trespass.
3. It is further understood that the Grantor shall erect no permanent structure of any kind over or across this Permanent Easement. For purposes of this document, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Permanent Easement. Neither shall Grantor attempt to block or otherwise impede the natural flow of water.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause:(1) the storm drain easement to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the easement; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.
5. 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 Property and for present and future use thereof by Grantee, its successors and assigns, for all purposes for which the Grantee is authorized to maintain and repair the easement and storm culvert contained therein.
6. The easement, covenants, terms, conditions contained herein are intended to and shall run with the 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 Property and warrants to the Grantee title to and quiet enjoyment of the Easement.

TO HAVE AND TO HOLD 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 seized in fee simple of said lands and premises and have full right and power to convey this easement to the Grantee.

Notwithstanding any language to the contrary herein, Grantor makes no representations or warranties with regard to the 48"HDPE Pipe as described herein located in the Permanent Easement

**IN WITNESS WHEREOF**, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

Attest:

COUNTY OF BUNCOMBE (Grantor)

\_\_\_\_\_  
Kathy Hughes, County Clerk

By: \_\_\_\_\_  
Wanda Greene, County 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 County Clerk for Buncombe County, a body politic, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by herself as its County Clerk.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_  
Type or print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACCEPTED BY:

Attest:

CITY OF ASHEVILLE (Grantee)

\_\_\_\_\_  
Magdalen Burleson, City Clerk

By: \_\_\_\_\_  
Gary W. Jackson, City Manager

\*\*\*\*\*

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: \_\_\_\_\_

Type or print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



BUNCOMBE COUNTY  
PIN 9649-50-8644  
D.B. 1342, PG. 218  
P.B. 19, PG. 148

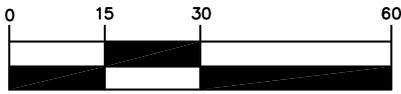
APPROX. LOCATION OF 100' WIDE  
NCDOT ROW

PRE-EXISTING  
STORM PIPE

SOUTH CHARLOTTE STREET  
(PAVED/INCDOT PUBLIC)

PROPOSED 50 LF OF 48" HDPE PIPE  
@ 1.5%

PROPOSED STORM EASEMENT - ±1065 SF  
10' O.C. EXTENDS EAST TO NCDOT ROW



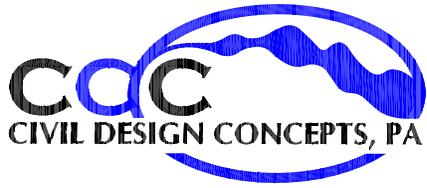
\*THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT  
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY  
FOR COMPLIANCE WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS. G.S. 47-30.2(N)\*

**PRELIMINARY  
NOT RELEASED  
FOR  
CONSTRUCTION**

EXHIBIT A:

# CHARLOTTE STREET STORM RELOCATION

CDC PROJECT #11408



168 PATTON AVENUE  
ASHEVILLE, NC 28801  
PHONE (828) 252-5388  
FAX (828) 252-5365  
  
52 WALNUT STREET - SUITE 3  
WAYNESVILLE, NC 28796  
PHONE (828) 452-4410  
FAX (828) 456-5455  
  
NCBELS LICENSE #: C-2184  
www.civildesignconcepts.com