

PREPARED BY: Asheville City Attorney's Office

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

Project Name: Isaac Dickson Elementary

Project No: WPFY-12-13-035

Project Location: 125 Hill Street, Asheville, NC

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

WATERLINE EASEMENT

THIS WATERLINE EASEMENT, made and entered into this the _____ day of _____, 2015 by and between The County of Buncombe, a body corporate and politic, herein "Grantor," and the City of Asheville, a North Carolina Municipal Corporation, herein "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:

WHEREAS, Grantor has constructed a 6" waterline, crossing the lands of Grantor as described in Deed Book 5213 Page 1742 of the Buncombe County Registry, 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 below.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Grantor hereby grants, dedicates and conveys unto the Grantee, its successors and assigns, a Waterline and Easement located as set forth below, said waterline easement being more particularly described as follows:

Being all of the Waterline and Easement Area as set forth in Plat Book _____, at Page _____, recorded in the Buncombe County Register of Deeds Office.

Further, Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance as shown on said plat, and as set forth below:

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 employees 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 cause Grantor the least practicable inconvenience, 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 therefrom all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantee shall have the right to erect and maintain structures for access to the waterline and for controlling water flowing through said waterline and the right to install, operate and maintain other equipment necessary for transmitting water.
- E. The Grantor shall at all times, have the right to use said permanent easement for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, the Grantor 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 Grantor, its heirs, 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 waterline contained therein.
- G. The easement, covenants, terms and 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 Grantee's 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.

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:

ATTEST:

BUNCOMBE COUNTY:

Kathy Hughes, Clerk to the Board of
County Commissioners

_____(Grantor)
David Gantt, Chairman
Board of County Commissioners

ATTEST:

ACCEPTED BY THE CITY OF ASHEVILLE:

Magdalen Burleson, City Clerk
(Seal)

Gary 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 Commissioners of the County of Buncombe, and that by authority duly given and as the act of the body corporate and politic the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal and attested by herself as its Clerk.

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

Notary Public: _____

Type or Print Name: _____

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: _____

Type or Print Name: _____

My Commission Expires: _____