

Prepared by: City of Asheville Attorney's Office

Mail after recording to:  
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City Attorney's Office  
Post Office Box 7148,  
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STATE OF NORTH CAROLINA  
BUNCOMBE COUNTY

**PERMANENT  
UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **Buncombe County**, ("Grantor"), and the **City of Asheville**, a North Carolina municipal corporation ("Grantee").

**WITNESSETH**

**WHEREAS**, Grantee desires to install utility improvements at the intersection of Victoria Road and Fernihurst Drive, across a portion of the land of the Grantor described in Deed Book 4039, Page 255 in the Office of the Register of Deeds for Buncombe County, North Carolina.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the Grantor by these presents does grant, dedicate and convey unto the Grantee a permanent, non-exclusive easement ("Easement"), subject to the terms of this instrument, to go in and upon the real property located in Asheville, Buncombe County, North Carolina, and more particularly described on the attached Exhibit A which is incorporated by reference ("Easement Area") to make utility management improvements.

## **PERMANENT EASEMENT**

A non-exclusive Permanent Easement for purposes of constructing, maintaining, repairing and replacing utility improvements including two (2) wooden traffic poles with guy wires that from time to time may be required for the use and maintenance of such utility improvements and for purposes of inspecting and performing appropriate tests within said permanent easement including but not limited to, archaeological, environmental, engineering and architectural studies; said permanent easement being more particularly described as follows:

Said permanent easement consisting of approximately 700 square feet or .016 acres as shown on Exhibit A, attached hereto and incorporated herein by reference.

**IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTORS AND THE GRANTEE that this conveyance is made subject to the following terms and conditions:**

**Grantees shall have the right to do all things necessary or convenient thereto, including, but not being limited to, the following:**

1. **Installation of Improvements:** That the Grantee shall have the right to grade, fill and construct permanent utility improvements to include but not be limited to two (2) wooden traffic poles with guy wires within the permanent easement.
2. **Centerline of Easement:** Notwithstanding anything to the contrary contained herein, the centerline of the facilities shall be the centerline of the said easement area as shown on Exhibit A. The Grantee shall not install facilities outside of said easement area without obtaining another easement.
3. **Maintenance of Utility Improvements.** Grantee shall, at Grantee's sole expense, maintain the utility improvements in good condition and repair. Grantee shall have 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.
4. **Damages:** The Grantee shall be responsible for damages, if any, both inside and outside the easement that are proximately caused by construction of utility improvements, inspection and maintenance activities of the Grantee in connection with this utility easement.
5. **Grantor's Use of Easement Area.** The Grantor shall have the full power and right to use the land over which the easements granted herein exists for all purposes not materially inconsistent with the rights acquired hereto and the use thereof by Grantee, provided, however, that Grantor shall not construct any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks, burial grounds

or install any landscaping in the easement area or cause the Grantee's facilities to be interfered with or endangered by Grantor.

- 6. **Compliance with Laws.** Grantee shall, at Grantee's sole expense, install promptly and shall operate, repair and maintain the utility improvements including two (2) wooden traffic poles with guy wires in a clean, safe, professional and workmanlike manner in accordance with all applicable laws.

**TO HAVE AND TO HOLD** this permanent, non-exclusive 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.

**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.

BUNCOMBE COUNTY, NORTH CAROLINA.

By: \_\_\_\_\_

Title: Chair, Buncombe County Commissioners

ATTEST:

\_\_\_\_\_

Kathy Hughes, Clerk to the Board

ACCEPTED BY:

Attest:

CITY OF ASHEVILLE

(Grantee)

By:

\_\_\_\_\_  
Magdalen Burlison, City Clerk

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, Notary Public of the County and State aforesaid, have personal knowledge of the identity of Kathy Hughes, and hereby certify that said Kathy Hughes, Clerk to the Board, personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of the County of Buncombe and that \_\_\_\_\_ is the Chair of the Board of Commissioners of the County of Buncombe, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chair, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

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

☞ [NOTARY SEAL]

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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 \_\_\_\_\_, 2016.

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

