

**PREPARED BY AND RETURN AFTER RECORDING TO: REBECCA J. REINHARDT 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 **THE COUNTY OF BUNCOMBE**, 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 Book 4602 at Page 903, Buncombe County Registry (hereinafter sometimes referred to as "Property"); and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee temporary construction easements and a permanent easement 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 easement 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 easement being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement 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 easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property or other property of Grantor, said permanent easement being more particularly described as follows:

BEGINNING at a point which is located the following two calls from NCGS Station "EMMA", with NC Grid Coordinates of N=691,586.80' and E=930,452.98' (NAD 83): (1) North 33° 56' 58" West 11,119.03 feet and (2) South 56° 43' 39" East 10.00 feet, and thence from said Beginning point thus established South 56° 43' 39" East 30.00 feet; thence South 33° 16' 21" West 26.74 feet; thence North 50° 21' 09" West 30.19 feet; thence North 33° 16' 21" East 23.39 feet to the point and place of **BEGINNING**.

Said Permanent Easement consisting of 752 square feet (0.017 acre), more or less.

TEMPORARY CONSTRUCTION EASEMENTS: 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 reasonable access to and egress from said temporary construction easements over and upon the above-referenced Property or other property of Grantor, 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:

TEMPORARY CONSTRUCTION EASEMENT #1:

BEGINNING at a point which is the same Beginning point as the permanent easement described above, thence from said Beginning point thus established South 33° 16' 21" West 23.39 feet; thence North 50° 21' 09" West 10.06 feet; thence North 33° 16' 21" East 22.27 feet; thence South 56° 43' 39" East 10.00 feet to the point and place of **BEGINNING**.

TEMPORARY CONSTRUCTION EASEMENT #2:

BEGINNING at a point which is the same as the terminus of the first call of the permanent easement described above, and thence from said Beginning point thus established South 56° 43' 39" East 10.00 feet; thence South 33° 16' 21" West 27.86 feet; thence North 50° 21' 09" West 10.06 feet; thence North 33° 16' 21" East 26.74 feet to the point and place of **BEGINNING**.

Said Temporary Construction Easement #1 and Temporary Construction Easement #2 consisting of 501 square feet (0.011 acre), more or less.

Said permanent easement and temporary construction easements being shown on the Sewer Line Location Drawing for Erwin Hills Road @ Lees Creek Road, Sewer Line Easement Across the Property of County of Buncombe, prepared by N.C. Survey, P.C., dated August 20, 2015, Dwg. File: 15011_E5, attached hereto as Exhibit A and made a part hereof.

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

1. That the Grantee shall have the right to clear the permanent easement and temporary construction easements 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 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 easement 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 easement by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easement by the Grantor shall not be allowed; the planting of trees within the permanent

easement by the Grantor shall not be allowed; additional fill cannot be placed within the permanent easement 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 easement except after prior written approval by the Grantee.

3. That the Grantee agrees to restore the topography of said easement area 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 easement 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 easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and accessories, shall only be responsible for regravelling, 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 regravelling 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 easement 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 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 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 executed this document, as of the day and year first above written.

THE COUNTY OF BUNCOMBE

By: _____
Chairman

ATTEST:

Clerk

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS IS TO CERTIFY that this _____ day of _____, 20____, before me _____, a Notary Public of the State of North Carolina, County of Buncombe, personally appeared _____, Clerk of the Board of Commissioners for **THE COUNTY OF BUNCOMBE**, with whom I am personally acquainted, who being by me duly sworn, says and acknowledges that _____ is the Chairman of the Board of Commissioners for **THE COUNTY OF BUNCOMBE**, and that she, the said _____, is Clerk of the Board of Commissioners of **THE COUNTY OF BUNCOMBE**, described in and which executed the foregoing instrument; that she saw the said Chairman of the Board of Commissioners for **THE COUNTY OF BUNCOMBE** sign the foregoing instrument, and that she, the said Clerk of the Board of Commissioners for **THE COUNTY OF BUNCOMBE**, signed her name in attestation of the execution of said instrument and affixed the seal of **THE COUNTY OF BUNCOMBE** to said instrument in the presence of said Chairman of the Board of Commissioners for **THE COUNTY OF BUNCOMBE**; that she knows the common seal of **THE COUNTY OF BUNCOMBE**; that the seal affixed to the foregoing instrument is said common seal of **THE COUNTY OF BUNCOMBE** and the name of **THE COUNTY OF BUNCOMBE** was subscribed thereto by the said Chairman of the Board of Commissioners for **THE COUNTY OF BUNCOMBE** and that the said Chairman and Clerk subscribed their names thereto and affixed said common seal all by order of the Board of Commissioners for **THE COUNTY OF BUNCOMBE**, and that the said instrument is the act and deed of **THE COUNTY OF BUNCOMBE**.

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

NOTARY PUBLIC

My Commission Expires:

NOTE:
 VIRTUAL REFERENCE STATION, (VRS) GPS TECHNIQUES WERE USED TO DETERMINE ORTHOMETRIC HEIGHTS AND TO ESTABLISH HORIZONTAL CONTROL.
 THE METRIC SITE CALIBRATION IS RELATIVE TO THE FOLLOWING STATIONS:
 STATION ELEVATION
 EMMA 2165.89
 LONG JOHN BM 2028.37
 CRAWFORD BM 2210.43
 NAZARETH BM 2239.47

THE HORIZONTAL SITE CALIBRATION IS RELATIVE TO THE FOLLOWING STATIONS:
 STATION NORTH EAST
 GREEN HILLS 930802.90
 EMMA 689888.05
 NAZARETH 689852.787
 930452.98
 946707.923

VERTICAL POSITIONS ARE REFERENCED TO NAVD 88 USING GEOID MODEL GEOID 12-A HORIZONTAL POSITIONS ARE REFERENCED TO NAD 83/2011 DISTANCES SHOWN ON THIS PLAT ARE GRID LENGTHS. TO OBTAIN HORIZONTAL GROUND DISTANCES THEY MUST BE DIVIDED BY A COMBINED SCALE AND SEA LEVEL FACTOR OF 0.9997935825

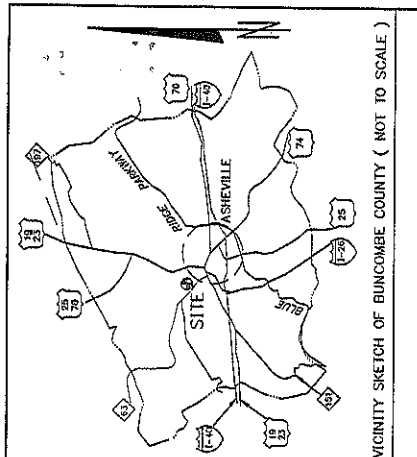
STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

REVIEW OFFICER _____
 OF BUNCOMBE COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
 DATE: _____

LEGEND:
 O POINT NOT SET
 E.I.P. = EXISTING IRON PIPE OR PIN
 -X--X-- FENCE LINE
 C= CURVE (SEE CURVE TABLE)
 L= LINE (SEE LINE TABLE)
 U.P.= UTILITY POLE
 SMH= MANHOLE
 PMH = PROPOSED MANHOLE
 D.I.= DROP INLET
 R/W= RIGHT OF WAY
 MH= STORM DRAIN MANHOLE
 U/G T= UNDERGROUND TELEPHONE LINE
 C.O.= SEWER CLEAN-OUT
 C&G= CONCRETE CURB & GUTTER
 TEL. PED.= UNDERGROUND TELEPHONE PEDESTAL
 CMP= CORRUGATED METAL PIPE

LEGEND:
 CPP= CORRUGATED PLASTIC PIPE
 VCP= VITRIFIED CLAY PIPE
 MSD= METROPOLITAN SEWERAGE DISTRICT
 P.B.= PLAT BOOK
 D.B.= DEED BOOK
 P.G.= PAGE
 N.A.D.= NORTH AMERICAN DATUM
 N.C.G.S.= NORTH CAROLINA GEODETIC SURVEY
 DWG.= DRAWING
 TEMP. CONST.= TEMPORARY CONSTRUCTION
 SF.= SQUARE FEET
 AC.= ACRES
 N.C.= NORTH CAROLINA
 S= EXISTING SEWER LINE
 --- PROPOSED SEWER LINE
 PMH = PROPOSED SEWER MANHOLE



I, JOHN B. YOUNG CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION, FROM DEED DESCRIPTION RECORDED IN DEED BOOK 4496 PAGE 1399; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT BOOK 141 PAGE 148; THAT THE RATIO OF PRECISION AS CALCULATED DOES NOT EXCEED 1:100000; THAT THE GLOBAL POSITIONING SYSTEM OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2, STANDARDS FOR GEODETIC NETWORKS AT THE 95% CONFIDENCE LEVEL USING RTK NETWORK;
 THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (NCAC 56.1600).
 WITNESS MY ORIGINAL SIGNATURE AND REGISTRATION NUMBER AND SEAL THIS 20th DAY OF AUGUST, 2015.

John B. Young
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-2964

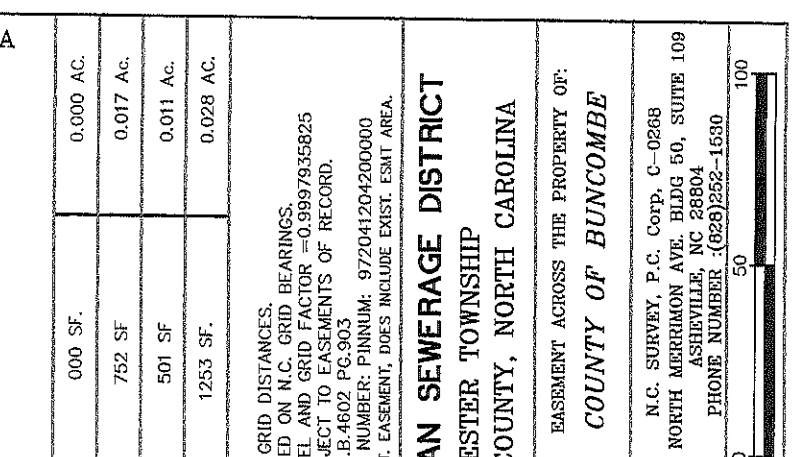
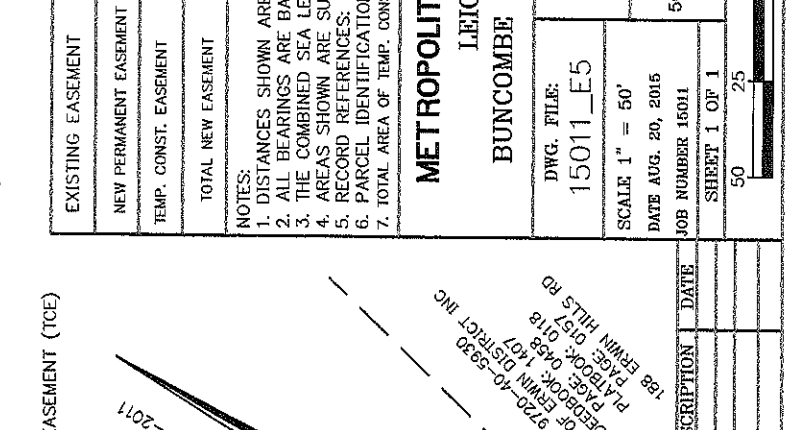
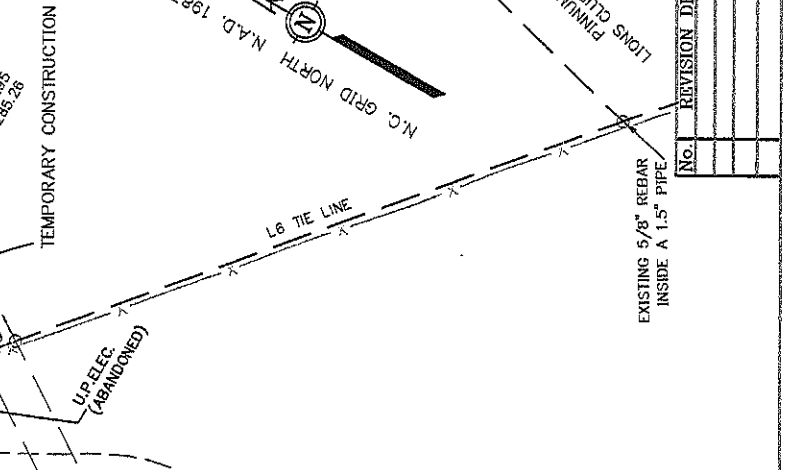
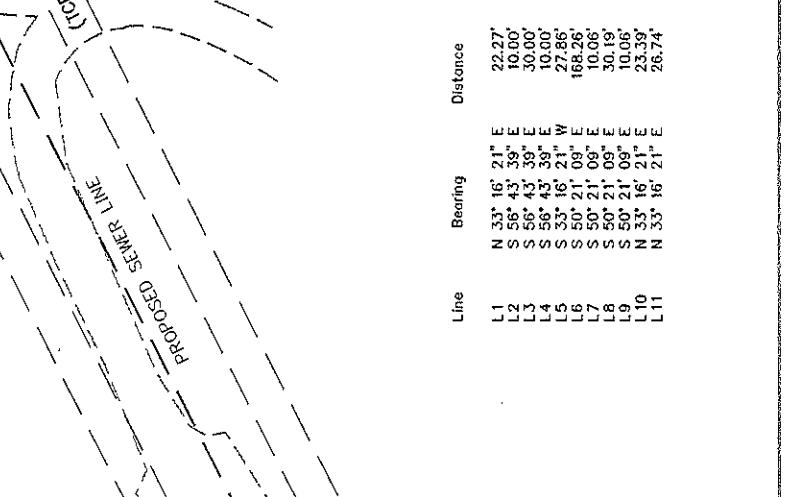
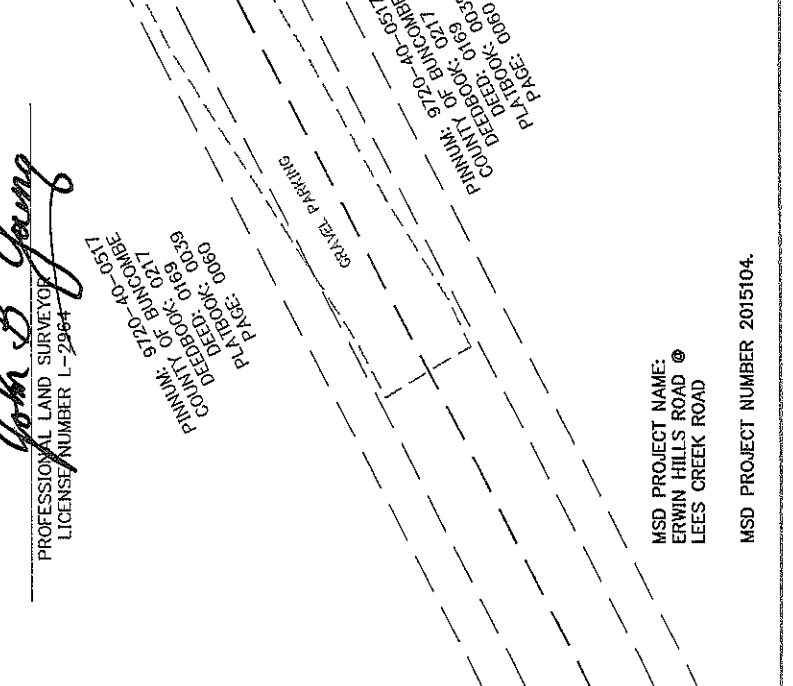
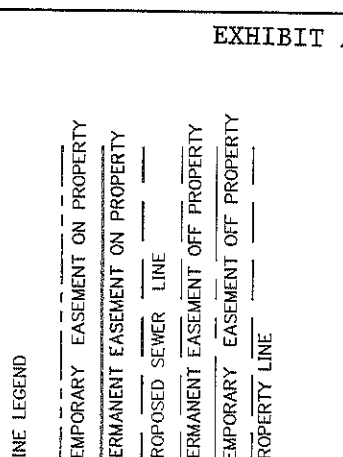
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 COUNTY OF BUNCOMBE

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EXISTING EASEMENT	000 SF.	0.000 AC.
NEW PERMANENT EASEMENT	752 SF	0.017 AC.
TEMP. CONST. EASEMENT	501 SF	0.011 AC.
TOTAL NEW EASEMENT	1253 SF.	0.028 AC.

NOTES:
 1. DISTANCES SHOWN ARE GRID DISTANCES.
 2. ALL BEARINGS ARE BASED ON N.C. GRID BEARINGS.
 3. THE COMBINED SEA LEVEL AND GRID FACTOR = 0.9997935825
 4. AREAS SHOWN ARE SUBJECT TO EASEMENTS OF RECORD.
 5. RECORD REFERENCES: D.B.4602 PG.903
 6. PARCEL IDENTIFICATION NUMBER: PINNUM: 972041204200000
 7. TOTAL AREA OF TEMP. CONST. EASEMENT, DOES INCLUDE EXIST. ESMT AREA.

METROPOLITAN SEWERAGE DISTRICT
LEICESTER TOWNSHIP
BUNCOMBE COUNTY, NORTH CAROLINA

DWG. FILE: 15011_E5
 EASEMENT ACROSS THE PROPERTY OF:
COUNTY OF BUNCOMBE

SCALE 1" = 50'
 DATE AUG. 20, 2015
 JOB NUMBER 15011
 SHEET 1 OF 1

N.C. SURVEY, P.C. Corp. C-0268
 50 NORTH MERRIMON AVE. BLDG 50, SUITE 109
 ASHVILLE, NC 28804
 PHONE NUMBER (828)252-1530

No.	REVISION DESCRIPTION	DATE
1	188 ERWIN HILLS RD PLAT BOOK 0157 PAGE 0118	
2	PINNUM 9720-40-5930 PLAT BOOK 0458 PAGE 0178	
3	LONS CLUB OF ERWIN DISTRICT INC PLAT BOOK 0458 PAGE 0178	

MSD PROJECT NAME:
 ERWIN HILLS ROAD @
 LEES CREEK ROAD

MSD PROJECT NUMBER 2015104.