

**Prepared By and Return to: Michael C. Frue, Staff Attorney, Buncombe County, and
Metropolitan Sewerage District of Buncombe County
Attn: Planning and Development Manager
2028 Riverside Drive
Asheville, NC 28804**

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**CONVEYANCE OF SEWER SYSTEM AND
EASEMENT FOR ISAAC DICKSON ELEMENTARY
MSD Project # 2013033**

THIS CONVEYANCE OF SEWER SYSTEM AND EASEMENT made this the ____ day of September, 2018, from **BUNCOMBE COUNTY**, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter referred to as the “Grantor,” to the **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, by and with the approval of Asheville City Board of Education, has developed property known as Isaac Dickson Elementary School as shown on plat recorded in Plat Book 140 at Page 58 Buncombe County, North Carolina Registry; and

WHEREAS, the Grantor installed sewer lines and sewer related improvements (hereinafter Sewer Lines and Sewer Related Improvements) according to plans and specifications prepared by Amber Farrelly, an engineer licensed in the State of North Carolina and pursuant to permits issued by the Metropolitan Sewerage District of Buncombe County, North Carolina; and

WHEREAS, the Sewer Lines and Sewer Related Improvements constructed by the Grantor are shown on as built drawings prepared by Amber Farrelly, PE of B&F Consulting, entitled Isaac Dickson Elementary School Asheville City Schools Sewer Plan & Profile As-Built Data, dated October 11, 2017, reference to which drawings is made for a complete description of the Sewer Lines and Sewer Related Improvements; and

WHEREAS, the Grantor now desires to convey to the Grantee and the Grantee is willing to accept the Sewer Lines and Sewer Related Improvements together with the easements therefore.

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 Sewer Lines and Sewer Related Improvements together with easements therefor, 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 from the nearest public road to have access to the Sewer Lines and Sewer Related Improvements in order to properly operate and maintain the Sewer Lines and Sewer Related Improvements and to repair and replace the Sewer Lines and Sewer Related Improvements as necessary. Such sewer system and easements being as shown on the maps and plats previously referred to herein. The easement being conveyed by the Grantor is a twenty foot permanent easement, the centerline of which is shown on the Plat Map at the Book and Page previously referred to herein. The twenty foot easement is such that it extends ten feet from the center point of the sewer line from any given point as the sewer line crosses the Grantor’s property. The Grantor conveys an easement to the District such that, at any point along the sewer line crossing the Grantor’s property, the District will have an easement extending ten feet from the center point of the sewer line whether the ten feet extends in a perpendicular direction from the center line, parallel to

the boundary line of the Grantor's property, or in such other direction as is necessary to convey an easement extending ten feet from the center point of the sewer line at any point crossing the Grantor's property.

Said Permanent Easement Areas for Sewer Lines and Sewer Related Improvements are hereby described as follows:

BEING all of the certain Proposed Sanitary Sewer Easements, new underground sewer lines, existing underground sewer lines, and any and all sewer related improvements as set forth and shown on that plat titled "Sanitary Sewer Easement for the Metropolitan Sewerage District Across Property Owned by Buncombe County of Isaac Dickson Elementary School," and recorded in Plat Book 166, Page 44 Buncombe County, North Carolina Registry, reference to which plat is hereby made for a more particular description of the exact location of the Sewer Lines and Sewer Related Improvements and easements therefor.

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

1. That the Grantee shall have the right, but not the obligation, to clear the permanent easement as shown on the maps and plats and the right, but not the obligation, to keep the permanent easement clear at all times, and the right, but not the obligation, to remove from the permanent easement all brush, trees and other obstructions, and to go upon said easement 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 and Sewer Related Improvements are under actual construction, have the right to use said permanent easement 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 the easement area after any necessary repair or replacement of the Sewer Lines and Sewer Related Improvements to approximately the same condition as existed prior to the repair or replacement.

4. That the Grantor shall have the rights to pass over and upon said permanent easement with appropriate roadways for the full use of its property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the Sewer Lines and Sewer Related Improvements constructed within said permanent easement. As to paved roads, the Grantee, in future repairs or maintenance of said Sewer Lines and Sewer Related Improvements, shall only be responsible for regrading, tamping and patching the portion of said paved roads disturbed in connection with any repairs or maintenance. As to non-paved roads, the Grantee shall only be responsible for regrading and tamping in connection with any repairs or maintenance.

TO HAVE AND TO HOLD said Sewer Line and Sewer Related Improvements together with the easements therefor unto said Grantee, its successors and assigns, forever upon the terms set forth herein.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is the owner of the Sewer Lines and Sewer Related Improvements and the easements therefor, and that said Sewer Lines and Sewer Related Improvements and the easements therefor 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 Sewer Lines and Sewer Related Improvements and easements therefor unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

BUNCOMBE COUNTY, a body politic and corporate of the State of North Carolina

By: _____
Brownie Newman, Chairman

Attest:

Lamar Joyner,
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was voluntarily signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself 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 the ____ day of September, 2018.

Notary Public

My commission expires: