

**PREPARED BY AND RETURN AFTER RECORDING TO:**

Jannice Ashley  
City Attorney's Office  
PO Box 7148  
Asheville, NC 28802

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**PERMANENT EASEMENT**

**Parking Garage Sign and Electrical  
Conduit**

**THIS EASEMENT**, made this \_\_\_\_ day of October, 2018, by and between **BUNCOMBE COUNTY**, hereinafter referred to as "**Grantor**" and the **CITY OF ASHEVILLE**, a North Carolina Municipal Corporation hereinafter referred to as "**Grantee**",

**W I T N E S S E T H:**

**THAT WHEREAS**, the Grantor is the owner of certain property more particularly described in a Deed recorded in Deed Book 1278 at Page 359, Buncombe County Registry; and

**WHEREAS**, the Grantee has requested that the Grantor grant and convey to the Grantee a permanent easement over, upon, across, under and through a portion of the property of the Grantor located adjacent to the City right of way for purposes of installing, maintaining and repairing an electrical connection to the City's Parking Sign, located within City ROW, for the Civic Center Parking Garage.

**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 permanent right, privilege and easement to construct, operate, maintain, repair, inspect and reconstruct sign related utilities and accessories over, upon, across, under and through the above-referenced property of the Grantor, said permanent easement being described as follows:

**PERMANENT EASEMENT:** A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing a sign utility connection and together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property, said permanent easement being more particularly described as follows:

***Legal Description***

**Said permanent easement consisting of 520 square feet (0.012 acres), more or less.**

Beginning at a point at the southeast corner of the intersection of Vanderbilt Place and Haywood Street at the back of the sidewalk and the top of a wall with NAD83(2011) coordinates North 691,019.12 sft and East 943,309.06 sft being South 29 degrees 54 minutes 30 seconds East 764.41 feet from NCGS monument "Flint" having coordinates North 691,681.73 sft and East 942,927.91 sft; thence from said point with the southern right of way of Vanderbilt Place North 64 degrees 40 minutes 40 seconds East 260.43 feet to a point; thence leaving said right of way into Buncombe County property PIN 9649314051 address 67 Haywood Street, South 17 degrees 07 minutes 34 seconds East 2.02 feet to a point; thence South 64 degrees 40 minutes 40 seconds West 259.87 feet to a point on a wall in the East margin of the right of way of Haywood Street; thence with said right of way North 33

degrees 15 minutes 13 seconds, West 2.02 feet to the point of beginning. Being 520 square feet for a sign related conduit down the wall to the Civic Center Parking Garage.

Said permanent easement being shown on the Proposed Sign Conduit Easement Plat for the Easement across the Property of Buncombe County, prepared by John White, PLS, dated May 7, 2018, recorded at Plat Book \_\_\_\_\_ Page \_\_\_\_\_ at Buncombe County, North Carolina Registry.

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

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 therefrom all brush, trees and other obstructions of any kind.

2. That the Grantor shall at all times, other than while the site is under actual construction, have the right to use said permanent easement and 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 Grantor shall allow the Grantee to place a parking message board in the easement and it will be supported by 4 by 4 steel poles. Refer to Exhibit B for a photo of the message board that will be attached to the concrete. That the Grantor will allow power and data cables to be installed in the easement and attached to the concrete retaining wall

4. That the Grantee shall restore the topography and any and all improvements located within said easement area after future construction, repairs to or replacement of the sign and its accessories to approximately the same condition as existed before said construction, repair or replacement.

5. 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 sign and its accessories constructed within said permanent 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 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 set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of the day and year first above written.

**BUNCOMBE COUNTY**

\_\_\_\_\_  
BY: Chair of the County Commissioners

ATTESTED:

\_\_\_\_\_  
County Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of the aforesaid State and County, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s) he is the County Clerk of Buncombe County, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairperson and attested by himself/herself as its County Clerk.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of October, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Type or Print Name of Notary Public)

My Commission Expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

THE CITY OF ASHEVILLE

By: \_\_\_\_\_  
Cathy D. Ball Interim City Manager

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of the aforesaid State and County, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s) he 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 Interim City Manager and attested by himself/herself as its City Clerk.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of October, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Type or Print Name of Notary Public)

My Commission Expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

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