

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

CONVEYANCE OF PERMANENT
EASEMENTS FOR WATER SYSTEMS

Prepared by and return to Ronald E. Sneed
PO Box 995, Black Mountain, NC 28711

This Conveyance of Permanent Easements for Water Systems made this the _____ day of _____, 2020, from the County of Buncombe, a body politic and corporate of the State of North Carolina, hereinafter referred to as the Grantor, to the Town of Black Mountain, a North Carolina municipal corporation, hereinafter referred to as the 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, the Grantor is the owner and holder of a certain Construction and Permanent Easement Areas for Water Systems, such easements having been acquired by the Grantor from Black Mountain Center for Research and Technology, LLC, by instrument recorded in Book 5522 at Page 1558, Buncombe County Registry, for the installation of water lines and water related improvements (hereinafter “Water Lines and Water Related Improvements”); and

Whereas, said easements and Water Lines and Water Related Improvements are located as set forth and described on that plat recorded in Plat Book 172, Page 27 Buncombe County, North Carolina Registry, reference to which plat is hereby made for a more particular description of the exact location of the Water Lines and Water Related Improvements; and

Whereas, the water lines and water related improvements are to be a part of the water system owned and operated by the Grantee Town of Black Mountain; and

WHEREAS, the Grantor now desires to convey to the Grantee and the Grantee is willing to accept these easements and the water lines and water related improvements within the

described easements.

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 Construction and Permanent Easement Areas for Water Lines and Water Related Improvements together with the full right of reasonable access to and egress from said areas for construction and permanent easement over and upon the above-referenced Properties or other property of Grantor from the nearest public road to have access to the Water Lines and Water Related Improvements in order to properly construct, operate and maintain the Water Lines and Water Related Improvements and to repair and replace the Water Lines and Water Related Improvements as necessary.

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

BEING shaded areas shown on said Plat Book 172, Page 27, Buncombe County Registry, and marked as "Waterline Construction Easement Area Across the Property Described in DB 4282, PG 176, 28699 Sq. Ft. or .659 Acres" reference to which plat is hereby made for a more particular description of the exact locations of the Construction and Permanent Easement Areas for Water Lines and Water Related Improvements.

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 construction and permanent easement as shown on the maps and plats and the right, but not the obligation, to keep the construction and permanent easement clear at all times, and the right, but not the obligation, to remove from the construction and 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 owner of the fee and adjacent property shall at all times, other than while the Water Lines and Water Related Improvements are under actual construction, have the right to use said construction and 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 property owner as provided herein. Prohibited uses of the construction and permanent easement by the property owner include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the construction and permanent easement by the Grantor shall not be allowed; the planting of trees within the construction and permanent easement by the Grantor shall not be allowed; additional fill cannot be placed within the construction and 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 construction and 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 Water Lines and Water Related Improvements to approximately the same condition as existed prior to the repair or replacement.

4. That the owner of the underlying fee and adjacent property shall have the rights to pass over and upon said construction and 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 Water Lines and Water Related Improvements constructed within said construction and permanent easement. As to paved roads, the Grantee, in future repairs or maintenance of said Water Lines and Water Related Improvements, shall only be responsible for returning the said paved roads disturbed in connection with any repairs or maintenance to the same or similar condition as found immediately prior to such repairs or maintenance. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is the owner of the easements herein described as the Construction and Permanent Easement Areas for Water Lines and Water Related Improvements and that said Construction and Permanent Easement Areas for Water Lines and Water Related Improvements 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 Construction and Permanent Easement Areas for Water Lines and Water Related Improvements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto executed this document, as of the day and year first above written.

GRANTOR:

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

By: _____
Brownie Newman, Chair

Attest:

Lamar Joyner, Clerk to the Board

[CORPORATE SEAL]

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 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 November, 2020.

Notary Public

My Commission Expires:

[NOTARIAL SEAL]