

Prepared by: Michael C. Frue

Return to: 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 MSD Project Name and #

THIS CONVEYANCE OF SEWER SYSTEM AND EASEMENT made this the _____ day of November, 2020, **County of Buncombe**, a body politic and corporate of the State of North Carolina, and **The Town of Black Mountain**, a North Carolina municipal corporation, hereinafter referred to as the Grantors, 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 Grantors have been involved in the development of property known as **Black Mountain Center for Research & Technology** as shown on plats recorded in Plat Book 172 at Page 27 and Plat Book 191 at Page 48 Buncombe County, North Carolina Registry; and

WHEREAS, the Grantor Town of Black Mountain installed sewer lines and sewer related improvements (hereinafter Sewer Lines and Sewer Related Improvements) pursuant to permits issued by the Metropolitan Sewerage District of Buncombe County, North Carolina; and

WHEREAS, the Grantor County of Buncombe is the owner of the Construction and Permanent Easement Areas for Sewer Systems as indicated on the above-reference plats and as described in deeds recorded in Book 5522 at Page 1562, Book 5704 at Page 967, and Book 5704 at Page 971 Buncombe County, North Carolina Registry, reference to which deeds is made for a more particular description of the exact location of the Sewer Lines and Sewer Related Improvements and easements therefor; and

WHEREAS, the Grantors now desire 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 Grantors, 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 do give, grant and convey unto the Grantee, its successors and assigns, Construction and Permanent Easement Areas for Sewer Lines and Sewer 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 Sewer Lines and Sewer Related Improvements in order to properly construct,

operate and maintain the Sewer Lines and Sewer Related Improvements and to repair and replace the Sewer Lines and Sewer Related Improvements as necessary, together with all the installed sewer lines and related improvements.

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

BEING shaded areas shown on said Plat Book 172, Page 27 and marked as "Sewerline Construction Easement Area 1 Across the Property Described in DB 4254, PG 1118, 37718 Sq. Ft. or .866 Acres" and as "Sewerline Construction Easement Area 2 Across the Property Described in DB 4282, PG 176, 65871 Sq. Ft. or 1.512 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 Sewer Lines and Sewer Related Improvements.

BEING shaded areas shown on Plat Book 191, Page 48 and marked as "Proposed Sewerline Easement Area 3 Across the Property Described in DB 5546, PG 860, 10225 Sq. Ft. or 0.235 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 Sewer Lines and Sewer Related Improvements.

AND BEING shaded areas shown on Plat Book 191, Page 48 and marked as "Proposed Sewerline Ease. Area 4 Across the Property Described in DB 4282, PG 176, 250 Sq. Ft. or 0.006 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 Sewer Lines and Sewer 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 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 owner of the underlying fee and adjacent property 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 fee owner 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 fee owner 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 owner of the fee and adjacent property 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 regravelling, 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 regravelling and tamping in connection with any repairs or maintenance.

5. Other conditions and provisions:

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 Grantors covenant to and with the Grantee, its successors and assigns, that the Grantor Town of Black Mountain is the owner of the Sewer Lines and Sewer Related Improvements, and the Grantor County of Buncombe is the owner of 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.

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: _____

THE TOWN OF BLACK MOUNTAIN, a
North Carolina Municipal Corporation

(COPORATE SEAL)

By: _____
Larry Harris, Mayor

Attest:

Savannah Parrish, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Savannah Parrish, and hereby certifies that said Savannah Parrish, Town Clerk, personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Black Mountain, and that Larry Harris is the Mayor of the Town of Black Mountain, and that by authority duly given and as the act of the Town of Black Mountain, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the Town of Black Mountain, all by authority duly given by its Board of Aldermen.

Witness my hand and notarial seal, this the ___ day of November, 2020.

Notary Public

My Commission Expires:

GRANTEE:

METROPOLITAN SEWERAGE DISTRICT OF
BUNCOMBE COUNTY, NORTH CAROLINA

By: _____(SEAL)
M. Jerry VeHaun, MSD Board Chair

Attest:

Jackie W. Bryson, Secretary/Treasurer of the
Metropolitan Sewerage District of Buncombe
County, North Carolina

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Jackie W. Bryson, and hereby certifies that said Jackie W. Bryson, Secretary/Treasurer of the Board, personally appeared before me this day and acknowledged that she is Secretary/Treasurer of the Metropolitan Sewerage District of Buncombe County, NC and that W. Jerry VeHaun is the Chairman of the Board of the Metropolitan Sewerage District of Buncombe County, NC, and that by authority duly given and as the act of the Metropolitan Sewerage District of Buncombe County, NC, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by herself as its Secretary/Treasurer as the act and deed of the Metropolitan Sewerage District of Buncombe County, NC, 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]