

AFTER EASEMENT HAS BEEN RECORDED, PLEASE SEND ORIGINAL TO:
Buncombe County Attorney's Office, 200 College Street, Suite 100, Asheville, NC 28801

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this the ____ day of January 2021, by and between Buncombe County, a body politic, hereinafter referred to as "Grantor," and the Education & Research Consortium of the Western Carolinas Inc. dba ERC Broadband, a body politic, hereafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantor owns a 3.42 acre parcel of property located at 339 New Leicester Highway, Asheville, North Carolina recorded in Deed Book 4509, Page 1775 recorded in the Buncombe County Registry of Deeds; and

WHEREAS, Grantee wishes to install utilities for fiber optic cable on the Grantor's property; and

WHEREAS, Grantor wishes to convey to Grantee a permanent right of way easement over Grantor's property for ingress, egress and the installation of a utility pedestal; and

WHEREAS, Grantor has approved the granting of this easement pursuant to N.C. Gen. Stat. 153A-176.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Grantor hereby grants, dedicates and conveys unto the Grantee, its successors and assigns a right of way easement for ingress, egress and the placement of utilities being located in Buncombe County, North Carolina, said right of way being more particularly described as follows:

BEING, a 34 feet by 38 feet location, as described in Plat Book _____, Page _____ recorded in the Buncombe County Registry of Deeds.

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, inspect and reconstruct the pedestal within the permanent easement described above together with the right to do all things necessary or convenient thereto.
- B. During the life of this easement, Grantor may request the Grantee move the communications lines at Operator's cost
- C. Grantee shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the utilities in the easement.
- D. The Grantee shall have the right to clear the permanent easement and keep the same cleared at all times, and to remove there from all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantor shall at all times have the right to use said permanent easement for all purposes not inconsistent with the rights acquire hereto and use thereof by Grantees. Provided however, the Grantors shall not: (1) Cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the permanent easement.
- F. The Grantor hereby release and forever discharges Grantee, its successors and assigns, from any and all claims for property damages associated with the permanent easement crossing the Real Property and for present and future uses thereof by Grantee, its successors and assigns, for all purposes for which the Grantee is authorized to maintain and repair the easement.
- G. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants title to the Grantee title to and quiet enjoyment of the Easement.

IN WITNESS WHEREOF, the Grantors have hereunto caused this waterline easement to be duly executed by its authorized officials on the day and year set forth below:

BUNCOMBE COUNTY

BY: _____ (Grantor)
Avril M. Pinder, County Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for said County and State, do hereby certify that Avril M. Pinder, personally appeared before me this day and acknowledged the due execution of the foregoing easement for the intents and purposes therein expressed.

This the _____ day of January 2021.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)