

PREPARED BY AND RETURN AFTER RECORDING TO:

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 20____, by and between _____(**Property Owner**)_____, hereinafter referred to as Grantor, and _____(**Developer**)_____, 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 is the owner of certain property more particularly described in a Deed recorded in Deed Book _____ at Page _____, 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 for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sewer lines and accessories and the Grantor has agreed to do so.

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 sanitary sewer lines and accessories over, upon, across, under and through the above-referenced property of the Grantor, said temporary construction easement and permanent easement being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and 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, said permanent easement being __ feet in width centered on the proposed sewer line being more particularly described as follows:

Legal Description

Said permanent easement consisting of _____ square feet (____ acre), more or less.

Said permanent easement being shown on the Sewer Line Location Drawing for

_____, entitled, "Easement Across the Property of _____, prepared by _____, PLS, dated _____, recorded in Plat Book _____ at Page _____, Buncombe County, NC Register of Deeds.

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 and temporary construction 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 sewer lines 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 said easement area after installation of the sewer lines and accessories to approximately the same condition as existed before said installation.

4. 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 sewer lines and accessories constructed within said permanent easement. **As to future repairs or maintenance of said sewer lines and accessories, the Grantee shall be responsible for returning any area of disturbance to approximately the same condition as existed before such repairs or maintenance.**

5. Permanent easement to be conveyed to the Metropolitan Sewerage District by Grantee upon completion of sewer line construction.

TO HAVE AND TO HOLD said easement and 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.

_____(SEAL)

_____(SEAL)

By: _____

ATTEST:

Secretary
(Corporate Seal)

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County of _____, certify that _____ appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

NOTARY PUBLIC

(Type or Print Name of Notary Public)

My Commission Expires:

(NOTARIAL SEAL)