



Tony Baldwin, Ed.D., Superintendent

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Dr. Wanda Greene  
Buncombe County Manager  
205 College Street, Ste, 300  
Asheville, NC 28801

July 27, 2011

**SUBJECT: Water Line Maintenance Easement for Joe P. Eblen Intermediate**

Dr. Greene,

The Buncombe County Board of Education transferred the property on which Joe P. Eblen Intermediate School is currently being constructed to the County Commissioners as collateral for the loan to construct both Eblen Intermediate and Koontz Intermediate schools. In order to close out water service construction and activate water service to Eblen Intermediate, an easement must be executed by the County Commissioners, owners of the property.

The Board of Education will consider and provide ratification at their August 4<sup>th</sup> Board Meeting of the County Commissioners' actions.

**Request:** Execute a maintenance easement for water line service at Joe P. Eblen Intermediate School, contingent upon ratification by the Buncombe County Board of Education.

Sincerely,



Tim Fierle, AIA  
Director of Facilities

Attachment

AFTER EASEMENT HAS BEEN RECORDED, PLEASE SEND ORIGINAL TO:  
Gloria Smith, City of Asheville Water Dept., P O Box 7148, Asheville, NC 28802.

Project Name: Buncombe Intermediate School West Project No: WPFY – 08 – 09 – 069

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

WATERLINE EASEMENT

THIS WATERLINE EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between Buncombe County Board of Education, hereinafter referred to as "Grantor," and the City of Asheville, a North Carolina Municipal Corporation, hereafter referred to as "Grantees."

WITNESSETH:

WHEREAS, Grantor has constructed a \_\_\_\_\_ waterline, crossing the lands of Grantor and now wishes to convey said waterline to the Grantee; and

WHEREAS, as a condition of acceptance, Grantee desires a perpetual right of way for ingress, egress, and regress to said waterline for the purpose of constructing, laying, replacing, enlarging and continuing general maintenance of said waterline; and

WHEREAS, the Grantor shall have the continuing right to cultivate and use the property subject to the waterline easement, provided that said use in no way interferes with the ability of said waterline to conduct water nor with the right of the Grantee, its successors and assigns to construct and maintain said waterline as set forth above.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledge, the Grantor hereby grant, dedicated and convey unto the Grantee, its successors and assigns a waterline right of way being located in Buncombe County, North Carolina, said waterline right of way being more particularly described as follows:

Being all of the Water Line Easement area as set forth in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_ recorded in the Buncombe County Registry.

Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance set forth as shown on plat recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Buncombe County Registry.

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, enlarge, inspect and reconstruct within the permanent easement described above, waterlines for the transmission of water for public use, together with the right to do all things necessary or convenient thereto.

- B. The Grantee, its officers, agents and workers shall have the right to go to and from the permanent easement at all times across the Real Property by such route or routes as shall occasion the least practicable inconvenience to Grantors, as determined in Grantee's sole discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of the Real Property which are separated from the permanent easement by any public road now or hereafter crossing the Real Property. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said permanent easement.
- C. 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 Grantees shall have the right to erect and maintain structures for access to the waterlines and for controlling water flowing through said waterlines and the right to install, operate and maintain other equipment necessary for transmitting water.
- E. The Grantors 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 Grantee. Provided however, the Grantors shall not: (1) Cause the waterline to be undermined in any way; (2) Cause electric, telephone or television cable lines to be constructed within the permanent easement; (3) 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; or (4) Cause Grantee's facilities or use of said permanent easement to be interfered with or endangered by Grantors, their heir, successors and assigns.
- F. The Grantor hereby releases and forever discharges the 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 and waterlines contained therein.
- 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 Grantor has hereunto caused this waterline easement to be duly executed by its authorized officials on the day and year set forth below:

DEVELOPER:

ATTEST:

BUNCOMBE COUNTY

\_\_\_\_\_  
 Connie Jackson, Executive Assistant to the  
 Superintendent of Buncombe Co Board of Ed

\_\_\_\_\_  
 Steven Sizemore, Chairman  
 Buncombe County Board of Education

Approved as to Form:

\_\_\_\_\_  
 Director of Water Resources for the City of Asheville

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_ Notary Public of the County and State aforesaid certify that  
Connie Jackson personally came before me this day and acknowledged that she is the duly  
appointed Clerk of the Board of Commissioners of the County of Buncombe, and that by  
authority duly given and as the act of the body politic the foregoing instrument was signed in its  
name by its said Board Chairman, sealed with its corporate seal and attested by herself as its  
Clerk.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTES:**

1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) OF P.O. BOX 197, WASHINGTON, D.C. 20540 DATED JANUARY 6, 2010.
2. PROPERTY SUBJECT TO ALL RECORDS AND EASEMENTS AND ENCUMBRANCES OF RECORD INCLUDING BUT NOT LIMITED TO: HOUSING DEVELOPMENT.
3. SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THERE MAY BE EARLIER EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, COVENANTS, HILL ORDINANCES, OR ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND COMPLETE TITLE SEARCH MAY REVEAL THAT ARE NOT SHOWN ON THIS PROPERTY.
4. BURDENING, BURDEN AND DUE DILIGENCE INFORMATION IS SUBJECT TO THE USE AND NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONDITIONS, CONTAMINANTS, OR PROPERTIES THAT MAY AFFECT THE USE OR ENJOYMENT OF THIS PROPERTY.
5. AREA BY COORDINATE COMPUTATION.
6. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED. THE CORRECTION FACTOR FOR THIS PROJECT IS 0.9997342.
7. SUBJECT PROPERTY IS ZONED "OPEN USE" PER THE BUNCOMBE COUNTY ZONING ORDINANCE, RELAY TO THE CHAIRMAN OF THE BOARD APPLICABLE TO THE SUBJECT PROPERTY.
8. THE BILLS OF MATERIALS FOR CONCRETE, STEEL, BRICK, AND OTHER MATERIALS LISTED IN THIS SURVEY ARE FOR INFORMATION ONLY. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF THE QUANTITIES LISTED.

**REFERENCES:**

- PL 87-28 PG 1211 (SUBJECT)
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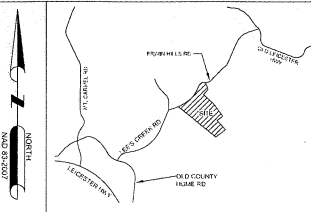
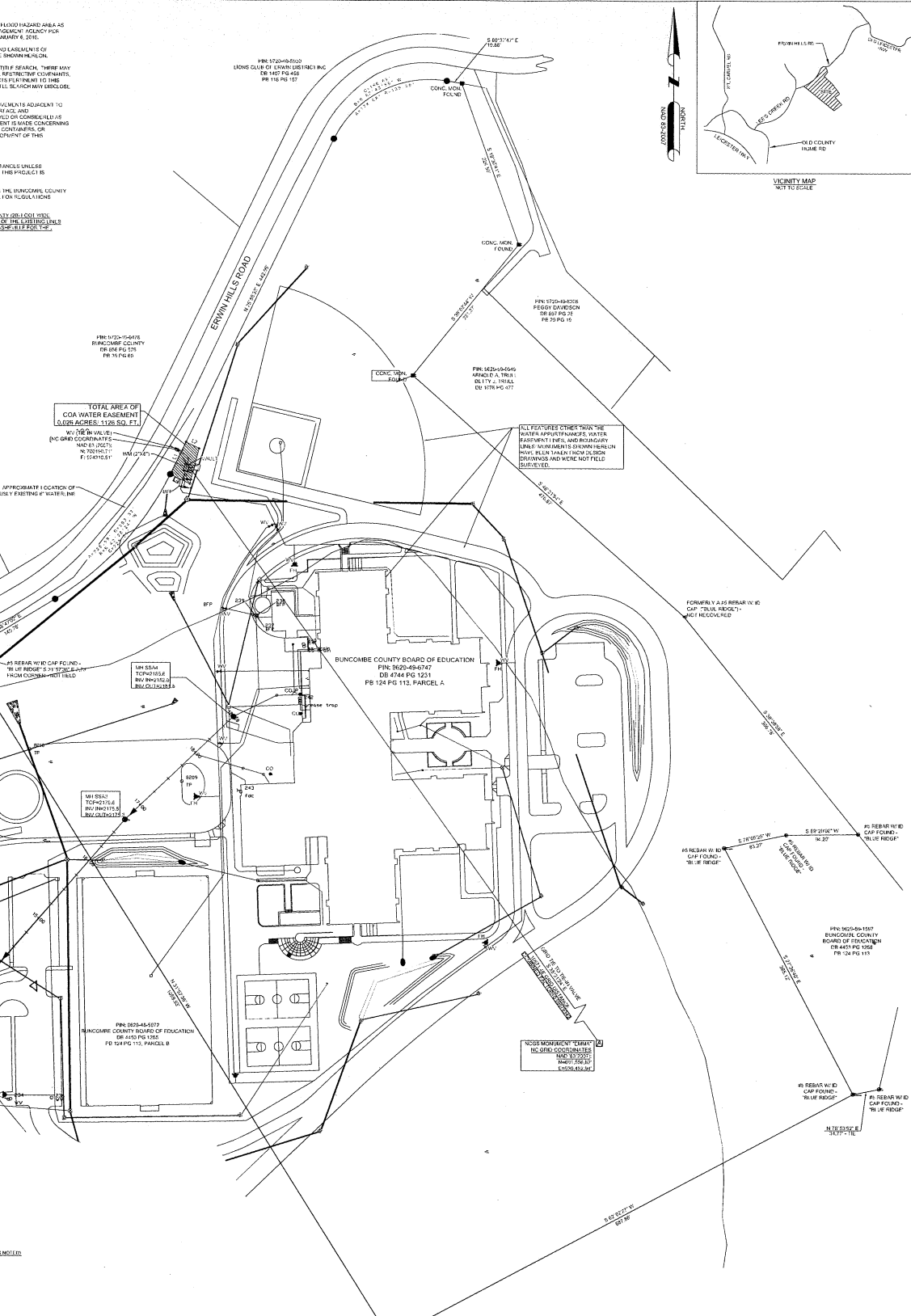
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| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L1   | S 29°20'00\"/> |          |

**LEGEND & ABBREVIATIONS:**

- PL - PLAT BOOK
- LB - LEEB BOOK
- PG - PAGE
- TOP - TOP OF CURB
- FIN - FINISH OF CURB
- # - CALCULATED POINT NOT SET BY FIELD
- ① - CALCULATED POINT SET AND TEST ADJUSTED
- ② - CHECKED POINT
- COA - CITY OF ASHEVILLE
- CONG. BLDG. - CONGRESS BUILDING
- WATER LINE - APPROXIMATE LOCATION
- WV - WATER VALVE

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

REGISTERED THIS THE DAY OF 2011 AT  
FLOOR BY  
DEPUTY

REVIEW OFFICER: DATE REGISTER OF DEEDS

**McABEE & ASSOCIATES P.A.**  
PROFESSIONAL SURVEYORS  
Eric S. McAbee, PLS Fax (828) 626-1294  
J. Barry West, PLS Telephone (828) 626-1295  
3 McAbee Trail, Fairview, North Carolina, 28730  
www.mcabeesurvey.com Firm License Number: C484

**PRELIMINARY FOR REVIEW ONLY**  
**NOT FOR CONVEYANCE OR RECORDANCE**

| DESCRIPTION | BY |
|-------------|----|
|             |    |
|             |    |

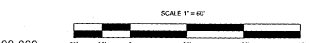
**CITY OF ASHEVILLE PROJECT NUMBER WPFY: 08-09-069**

**WATER EASEMENT FOR THE CITY OF ASHEVILLE ACROSS THE PROPERTY OF:**

**BUNCOMBE INTERMEDIATE SCHOOL**  
**WEST AT 60 LEE'S CREEK ROAD**

PL 87-28 PG 1211  
LEICESTER TOWNSHIP  
BUNCOMBE COUNTY, N.C.

| DATE       | PROJECT NO. | DRAWING NO. | DRAWN BY | SCALE  |
|------------|-------------|-------------|----------|--------|
| 03-31-2011 | 10787       | 01-018      | ESM/CLK  | 1"=40' |



**SUBSURFACE SYSTEM CERTIFICATION**

I, ERIC S. McABEE, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION THAT THIS SURVEY HAS BEEN PERFORMED TO CLASS 1 FCCC SPECIFICATIONS AND THAT I USED THE MOST ACCURATE METHODS, GPS FIELD PROCEDURES AND COORDINATE SYSTEMS OFFERED BY THE BEST AVAILABLE SOLUTIONS. THAT THE SURVEY WAS HEARD ONLY ON 03/31/2011 USING A TRIMBLE SP5000 FREQUENCY RECEIVER AND ALL COORDINATE AND TIE POINTS ON NORTH AMERICAN DATUM OF 1983 - 2011 UNADJUSTED POSITIONS.

I, ERIC S. McABEE, HEREBY CERTIFY THAT THIS SURVEY IS OF AN EXISTING WATER SYSTEM AND THE PURPOSE OF THIS SURVEY IS TO CREATE A WATER EASEMENT ACROSS AN EXISTING PARCEL OF LAND.

I, ERIC S. McABEE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION AND THAT I USED THE MOST ACCURATE METHODS, GPS FIELD PROCEDURES AND COORDINATE SYSTEMS OFFERED BY THE BEST AVAILABLE SOLUTIONS. THAT THE SURVEY WAS HEARD ONLY ON 03/31/2011 USING A TRIMBLE SP5000 FREQUENCY RECEIVER AND ALL COORDINATE AND TIE POINTS ON NORTH AMERICAN DATUM OF 1983 - 2011 UNADJUSTED POSITIONS.