

# **REQUEST FOR BOARD ACTION**

## **HENDERSON COUNTY**

### **BOARD OF COMMISSIONERS**

**MEETING DATE:** 6 February 2006

**SUBJECT:** Henderson County Hospital Corporation -- City of  
Hendersonville street closing and grant of easement

**ATTACHMENT(S):** 1) Map showing approximate extent of road closing/easement  
2) Draft Deed of Easement

#### **SUMMARY OF REQUEST:**

Henderson County Hospital Corporation has negotiated with the City of Hendersonville for the closing of a portion of Seventh Avenue. The approximate extent of Seventh Avenue which will be closed is shown on the attached GIS map. Since the City of Hendersonville will be closing the street, without this deed of easement the City would be losing its right to use the street right of way for utility and other purposes. The proposed deed of easement would insure that the City could make certain uses of the former street right of way.

#### **BOARD ACTION REQUESTED:**

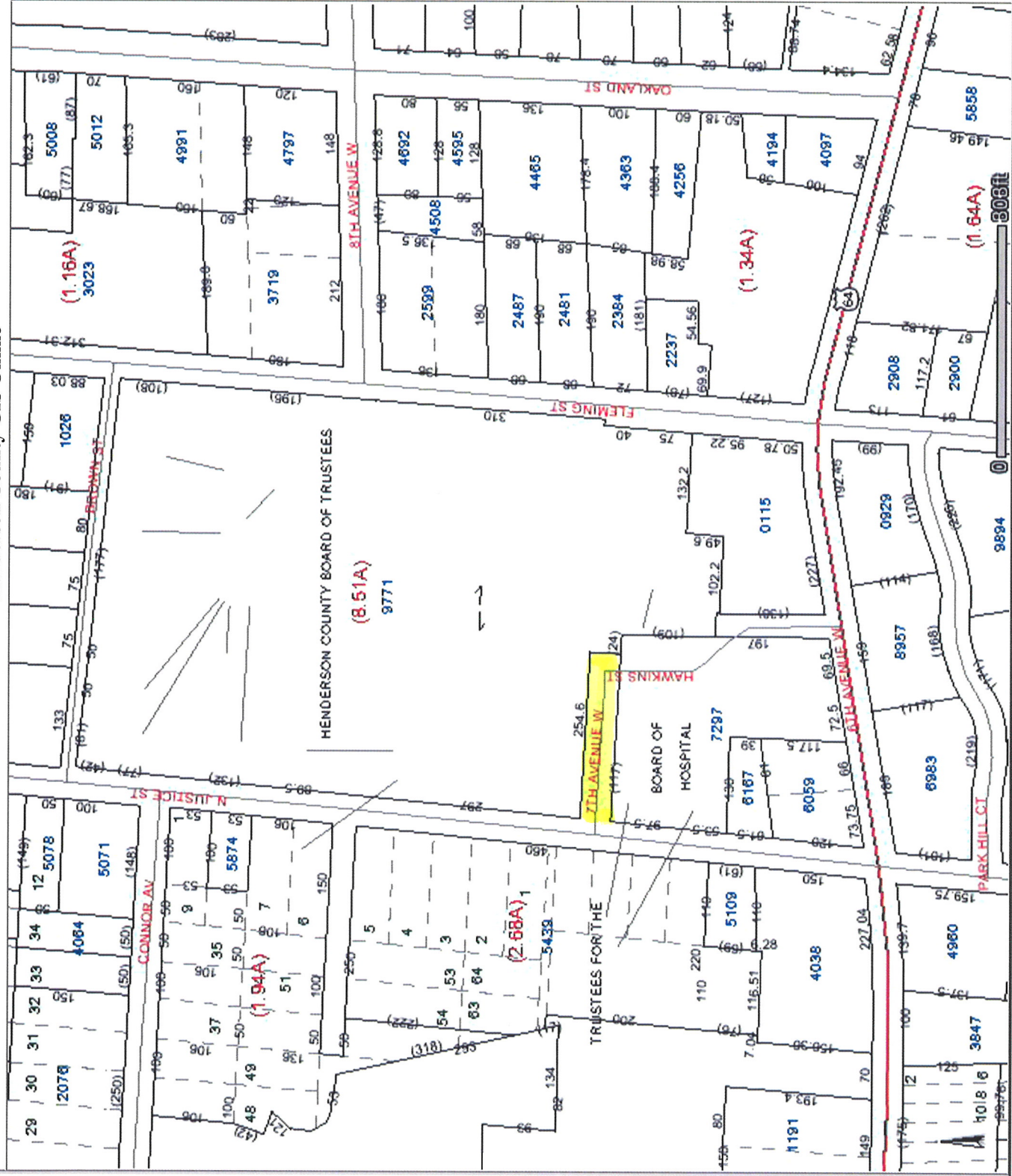
You are asked to approve the following motion. County staff will be present and prepared if requested to give further information on this matter.

#### **PROPOSED MOTION:**

***I move that the Board approve the grant of an easement in favor of the City of Hendersonville on the terms and conditions contained in the draft easement document attached to the supporting materials accompanying this agenda item, and further move that the Board grant to the Chairman of the Board of Commissioners, the Secretary to the Board and the County Attorney the authority to accomplish this grant.***

## Henderson County GIS Online

- Legend**
- Streets
  - Major Roads
  - Parcels
  - Lot lines, hooks, and leader lines
  - Parcel Hooks
  - Parcel Leader Lines
  - Parcel Lot Lines
  - Parcel Acreages
  - Parcel PIN numbers
  - Parcel dimensions
  - Lot numbers
  - Exempt properties text



Excise tax: \$0.00

This instrument was prepared by Samuel H. Fritschner

Return to: Fritschner

## DEED OF EASEMENT

### STATE OF NORTH CAROLINA COUNTY OF HENDERSON

**KNOW ALL MEN BY THESE PRESENTS**, that The County of Henderson, hereinafter called the "Grantor," of the above named County and State has, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which hand paid by the City of Hendersonville, North Carolina, hereinafter called the "Grantee," a political subdivision of the State of North Carolina, has given, granted, sold and conveyed by these presents does give, grant, sell and convey unto the Grantee, its successors and assigns an easement over and upon the lands fully described hereinafter, and attached to that real property herein below described for the purpose of constructing, maintaining and keeping in repair and operation water and wastewater lines and conduits and all necessary appurtenances thereto in anywise appertaining with the right and privilege of ingress, egress and regress for the purpose of maintaining or enlarging said lines and conduits and for making such excavations, cuts and fills as may be requisite and necessary to the maintaining of said pipe lines and conduits and such additions thereto as may from time to time become necessary.

BEGINNING at a point which lies North 46 deg. 40 min. 31 sec. West 351.74 feet from NCGS monument Judson and running thence from said beginning point, North 86 deg. 29 min. 01 sec. West 103.97 feet to a point; thence North 87 deg. 57 min. 21 sec. West 120.30 feet to a point in the margin of Justice Street; and running thence with said margin of Justice Street, North 11 deg. 49 min. 06 sec. East 37.83 feet to a point; thence leaving the margin of Justice Street and running South 86 deg. 11 min. 07 sec. East 218.95 feet to a point; thence South 03 deg. 48 min. 53 sec. West 33.20 feet to the point and place of BEGINNING, and containing 0.17 acres, more or less, as shown on that plat of survey prepared by Laughter, Austin and Associates, P.A., dated August 5, 2005.

Subject nevertheless to the restriction that such use by the Grantee shall not, without the prior express written permission of the Grantor or its designee, prevent nor unduly restrict vehicular access to the loading dock situated on the Grantor's real property adjacent to the real property described herein.

AND the Grantee is granted the right to use the said easement for operation and maintenance of the said water and wastewater lines. Upon completion of any work hereunder the Grantee shall restore the premises first above described to a condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by the Grantee or its agents to their pre-construction condition. The Grantee shall interfere as little as reasonably possible with any plantings or improvements on said property of the Grantor, and shall further replant or replace, at the Grantee's option, any naturally-occurring or ornamental flora damaged during construction, as determined by the Grantee's Utilities Director or other authorized representative of the Grantee to be non-intrusive to the pipe line(s) and conduits being installed; provided further, the Grantor shall not erect any structures upon the easement or construct a street across said easement without the prior express written consent of the Grantee.

The Grantor covenants to and with the Grantee that the Grantor is seized in fee simple of the property through which said easement is granted and that they have the right to grant said easement; that the Grantee shall have quiet and peaceful use and possession of said easement free from interference by all person whomsoever.

To have and to hold the described easements to the full extent set forth herein.