

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: July 18, 2018

SUBJECT: Water easement across Etowah Elementary

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Draft easement

SUMMARY OF REQUEST:

The City of Hendersonville desires a water line easement across the property upon which the Etowah Elementary School is sited. This property is currently titled in the County.

The Board of Education has reviewed the proposed easement deed, and has asked for certain changes (made in the current draft now before the Board) having to do with the construction times on the property.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the draft easement, and authorization for the County Manager to execute the easement on behalf of the County.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the draft easement, and authorize the County Manager and county staff to execute and deliver the easement to the City of Hendersonville.

Excise tax: \$0.00

This instrument was prepared by Samuel H. Fritschner

Return to: City of Hendersonville Box

EASEMENT GRANT

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 have, for and in consideration of the sum of \$10.00 and other good and valuable consideration, has given, granted, sold and conveyed by these presents does give, grant, sell and convey unto the City of Hendersonville, a North Carolina Municipal Corporation, herein the Grantee, its successors and assigns an easement over and upon the lands fully described hereinafter, and attached to that real property described in those deeds recorded in Book 1050 at page 731, Henderson County Registry, for the purpose of constructing, maintaining and keeping in repair and operation water, pipe 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 pipe 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.

BEING an easement for the installation, maintenance, extension and withdrawal of a public water utility line as shown on the attached survey for a more accurate description.

AND there is also granted herewith a temporary construction easement as shown on said attached survey, to last from the beginning of construction until project completion for the purpose of laying and constructing a water line.

The Grantee agrees that during the construction phase, on days when school is in session, Grantee shall not allow any construction between the hours of 7:30 a.m. and 8:30a.m., and between the hours of 2:15p.m. and 3:15p.m., to allow for high volume traffic ingress and egress to the School (the "Non-Activity Time").

AND the Grantee is further granted the right to use the said easement for operation and maintenance of the said water line. 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 has is seized of the aforementioned real property in fee simple and has 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. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in accordance with the terms hereof, that title is free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

By: _____ (SEAL)

Title: County Manager

CITY OF HENDERSONVILLE
GRANTEE

by: _____
John Connet
City manager

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, _____, a Notary Public of County and State aforesaid, certify that _____, authorized to sign in accordance with NCGS 57C-3-24 for Henderson County, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the _____ day of _____, 2018.

My commission expires:

Notary Public

State of North Carolina
County of Henderson

I, _____, a Notary Public of the County and State aforesaid, certify that John F. Connet in his capacity as city manager of the City of Hendersonville appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of July 2018.

Notary Public

SEAL

My commission expires: