

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 2, 2025

SUBJECT: Sewer Easement Requests – Metropolitan Sewerage District of Buncombe County

PRESENTER: Marcus Jones, PE, County Engineer

ATTACHMENTS: Easement Request Letter
Vicinity Map
Easement Agreement

SUMMARY OF REQUEST:

On July 8, 2025, Municipal Sewage District of Buncombe County (MSD) requested an easement on County owned property for the relocation of their pump station. The property is located adjacent and east of the Broadpointe Industrial Park with PIN 9642471366. The easement requested will accommodate a forcemain from the proposed pump station. Per MSD, “The existing pump station is undersized for the current and future service area and requires replacement.” The vicinity map attached shows the County’s parcel outlined in red and the locations of the existing and proposed pump stations.

Attached, for the Board’s consideration, is the proposed easement agreement including a plat and the applicable portion of the project’s plan with the pump station layout and forcemain to be located on the County’s parcel.

BOARD ACTION REQUESTED:

The Board is requested to approve the Municipal Sewage District of Buncombe County’s proposed easement agreement for an easement on the County’s property with PIN 9642471366.

Suggested Motion:

I move the Board approve the Municipal Sewage District of Buncombe County’s proposed easement agreement for an easement on the County’s property with PIN 9642471366.



Metropolitan Sewerage District

OF BUNCOMBE COUNTY, NORTH CAROLINA

July 8, 2025

Henderson County
200 N. Grove Street
Hendersonville, NC 28791

Subject: ITT Pump Station Replacement
MSD Project Number 2020061

To Whom It May Concern:

The Metropolitan Sewerage District of Buncombe County (MSD) will be replacing the existing ITT pump station and force main. The existing pump station is undersized for the current and future service area and requires replacement. MSD will be acquiring the necessary easement areas for the construction of this project beginning July 8, 2025 and ending on September 8, 2025.

Please review the enclosed copy of the construction plans. This plan depicts the location of the proposed pump station and force main replacement in relation to the parcel owned by Henderson County. Also enclosed is the Easement Agreement we will be asking the County to sign.

I will be contacting you to schedule an appointment to meet and discuss the project in more detail. At this meeting we will review project plans, easements and any questions you may have. Should there be a preferred time for us to meet, feel free to call me at (828) 225-8264. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Wesley G. Banner".

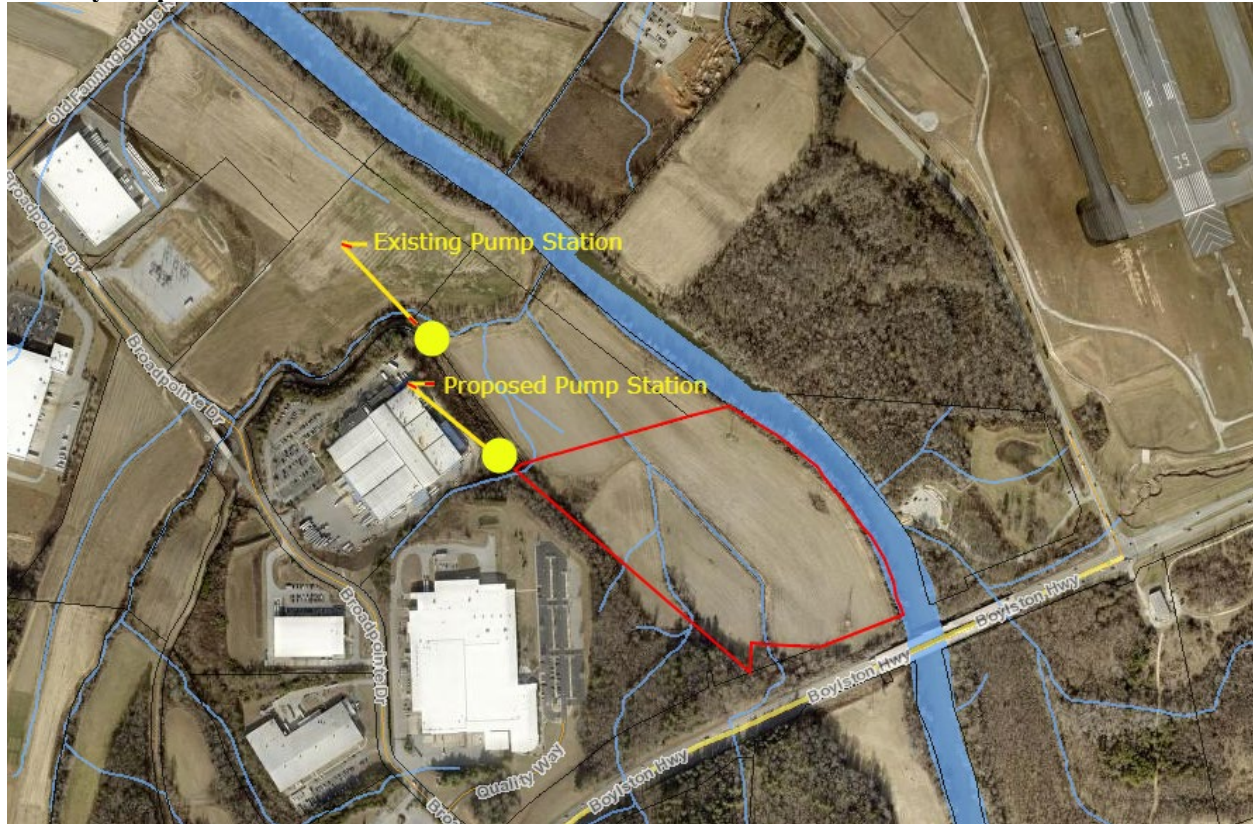
Wesley G. Banner
Right of Way Manager
MSD of Buncombe County

Enclosures: Easement Agreement and Plat
Construction Plan Sheet

~Protecting Our Natural Resources~

MSD of Buncombe County Sewer Easement Request
September 2, 2025
Page 2

Vicinity Map:



PREPARED BY AND RETURN AFTER RECORDING TO:
KATHRYN MAULTSBY MADISON of
ROBERTS & STEVENS, P. A.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ____ day of _____, 20____, by and between **HENDERSON COUNTY, a body politic and corporate**, hereinafter referred to as Grantor, and **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA**, a public body and body politic and corporate, created and established by the North Carolina State Stream Sanitation Committee by Resolution adopted on January 19, 1962, under the provisions of the North Carolina Metropolitan Sewerage Districts Act, now codified as Chapter 162A, Article 5, of the General Statutes of North Carolina, 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).

W I T N E S S E T H:

THAT WHEREAS, the Grantor is the owner of certain property more particularly described in a deed recorded in Book 944 at Page 605, Henderson County Registry (hereinafter sometimes referred to as “Property”); and

WHEREAS, the Property’s access is by a private road, as described in that instrument recorded in Book 944 at Page 605 and as shown on the plat recorded in Cabinet 1996 at Slide 2295, Henderson County Registry (the “Road”); and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a permanent and temporary construction easement over, upon, across, under and through a portion the Property of the Grantor and the Road for purposes of constructing, operating, maintaining, repairing, inspecting, reconstructing and replacing, if necessary, 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 and temporary right, privilege and easement to construct, operate, maintain, repair, inspect, reconstruct and replace, if necessary, sanitary sewer lines and accessories over, upon, across, under and through the Property of the Grantor and the Road, said permanent easement and temporary construction easement being described as follows:

PERMANENT EASEMENT: A non-exclusive permanent easement for the purposes of constructing, operating, maintaining, repairing, inspecting, reconstructing and replacing, if necessary, sanitary sewer lines, including such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required. The easement shall include the right to perform appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies. The Grantor agrees to cooperate with the Grantee and to allow the Grantee

reasonable, practical, and necessary access to and egress from said permanent easement to effectuate the purposes outlined herein, said permanent easement being more particularly described as follows:

BEGINNING at a computed point found in the northern boundary of the property, said point being with located South 26° 04' 05" East 516.01 feet from CAPPED REBAR with published NC Grid Coordinates: N: 628,081.70' and E: 943,012.28' and being with NC Grid Coordinates N: 627,618.28' and E: 943,238.98' (83/2011), and from said Beginning Point thus established, running North 76° 22' 03" East 29.48 feet to a computed point; thence running South 34° 06' 02" East 14.26 feet to a computed point; thence running North 55° 53' 58" East 10.93 feet to a computed point; thence running South 07° 38' 34" East 5.81 feet to a computed point; thence running South 58° 16' 53" West 30.45 feet to a computed point; thence running North 45° 05' 51" West 29.04 feet to the Beginning Point.

Said Permanent Easement consisting of 625 square feet (0.01 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT: A temporary construction easement for the purposes of excavation, digging ditches, storing dirt, supplies and materials, moving and using equipment and generally carrying out the completion of the installation of said sanitary sewer lines and accessories, and for the purposes of inspecting and performing appropriate tests within said temporary construction easement, including but not limited to, archaeological and environmental studies. The Grantor agrees to cooperate with the Grantee and to allow the Grantee reasonable, practical, and necessary access to and egress from said temporary construction easement to effectuate the purposes outlined herein. This right of use as set out in this paragraph shall terminate upon the final completion of the entire project, said temporary construction easement being more particularly described as follows:

BEGINNING at a Computed Point found within the boundary of the Property, said point being the terminus of the fourth course and distance for the Permanent Easement described above, and from said Beginning Point thus established, North 55° 53' 58" East 9.07 feet to a computed point; thence running North 34° 06' 02" West 6.80 feet to a computed point; thence running North 76° 22' 03" East 6.84 feet to a computed point; thence running South 20° 23' 55" East 117.72 feet to a computed point; thence running North 45° 05' 51" West 128.48 feet to a computed point; thence running North 58° 16' 53" East 30.45 feet to a computed point; thence running North 07° 38' 34" West 5.81 feet to the Beginning Point.

Said Temporary Construction Easement consisting of 2,536 square feet (0.06 acres), more or less.

Said permanent easement and temporary construction easement being shown on the plat entitled "ITT Pump Station Replacement Easement Across the Property of Owner: Henderson County", prepared by McKim & Creed, dated May 5, 2025, Project No. 09596-0001 attached hereto as Exhibit A and made a part hereof.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. That the Grantee shall have the right to clear the permanent easement and temporary construction 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 and said temporary construction 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 areas, and access areas, if any, after installation or repairs of the sewer lines and accessories to approximately the same condition as existed before said installation or repairs.

4. That the Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of the Property and Road, 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 easements. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and accessories, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

5. If the Grantor has a sewer service line ("service line") that presently leads from the Grantor's residence or building on the Grantor's Property to the existing main sewer line which may be abandoned by the Grantee, the Grantee agrees that it will connect the service line to the new or rehabilitated sewer line that will be located within the permanent easements described above. The Grantor hereby agrees to cooperate with and authorizes the Grantee to enter upon the Grantor's Property and the Road and to excavate on the Grantor's Property outside of the permanent and temporary construction easement described herein as reasonably practical and necessary for the purpose of locating and connecting said service line. The Grantee shall perform such excavation in a good and workmanlike manner and shall obtain prior approval from the Grantor as to specific areas of Grantor's Property to be excavated. The Grantee shall also restore the topography of the Grantor's Property after location and connection of said service line to approximately the same condition as existed before said work.

6. Other conditions and provisions:

TO HAVE AND TO HOLD said permanent easement and temporary construction 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 the Property and has full right and power to convey these easements to the Grantee, and that Property is 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 executed this document, as of the day and year first above written.

HENDERSON COUNTY (SEAL)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: County Clerk

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____, appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the County Clerk of Henderson County, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____ and attested to by himself/herself as its County Clerk.


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

NOTARY PUBLIC

My Commission Expires:

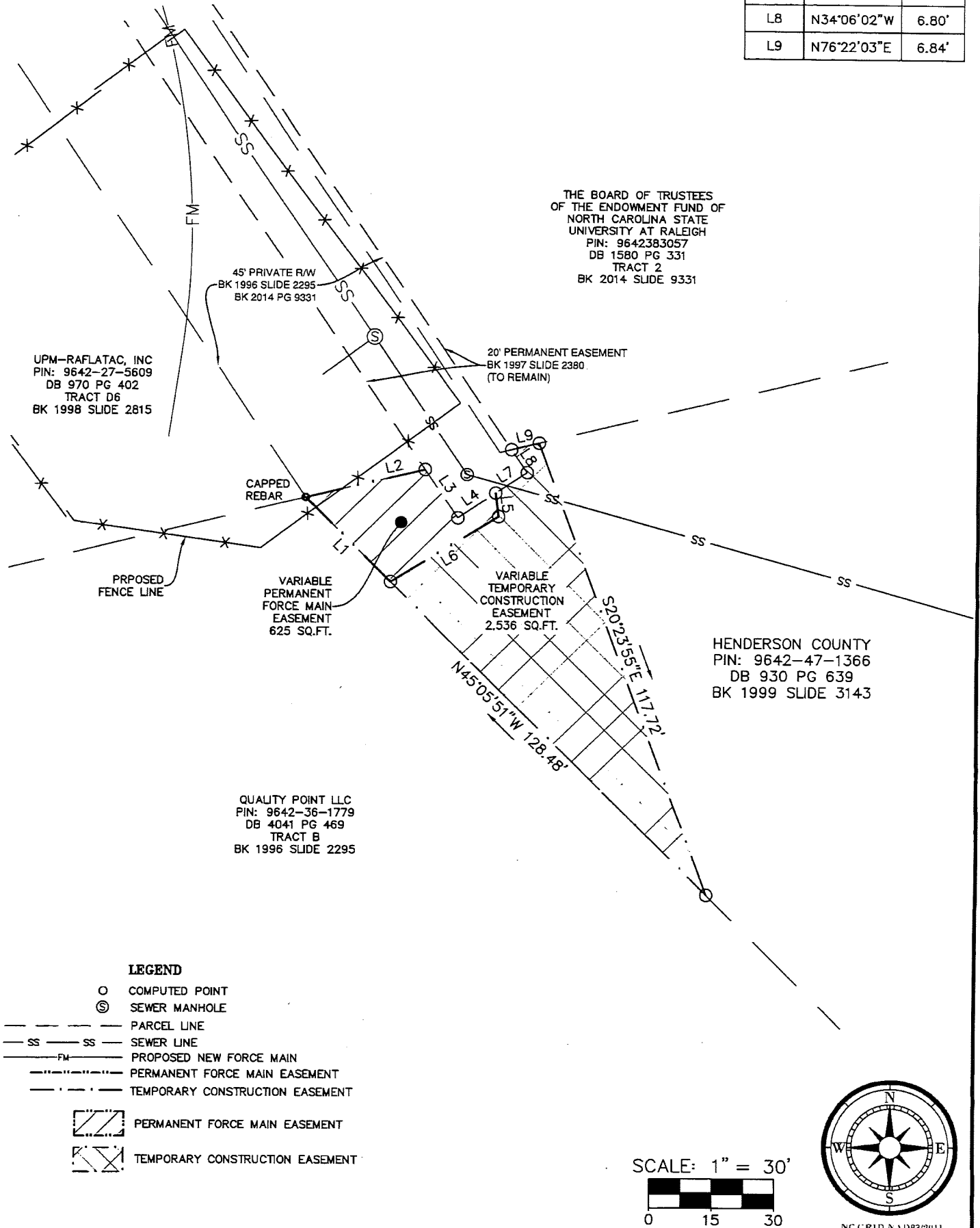
[NOTARIAL SEAL]

EXHIBIT A


TIMOTHY A. BROWN
PROFESSIONAL LAND SURVEYOR L-5369



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N45°05'51"W	29.04'
L2	N76°22'03"E	29.48'
L3	S34°06'02"E	14.26'
L4	N55°53'58"E	10.93'
L5	S07°38'34"E	5.81'
L6	S58°16'53"W	30.45'
L7	N55°53'58"E	9.07'
L8	N34°06'02"W	6.80'
L9	N76°22'03"E	6.84'



EASEMENT EXHIBIT
MSD PROJECT #2020061
ITT PUMP STATION REPLACEMENT
EASEMENT ACROSS THE PROPERTY OF
OWNER: HENDERSON COUNTY
PARCEL 9642-47-1366
TOWN OF MILLS RIVER, HENDERSON COUNTY, NORTH CAROLINA

PROJECT #: 09596-0001
PROJ. SVYR: TAB
DRAWN BY: GHL
SCALE: 1" = 30'
DATE: 05/05/2025
SHEET #: 2 of 2

 **MCKIM & CREED**
8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704) 841-2588, Fax: (704) 841-2567
NC License# F-1222
Internet Site: <http://www.mckimcreed.com>

I, TIMOTHY A. BROWN PLS L-5369, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE DEEDS AND MAPS/PLATS AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE DEEDS AND MAPS/PLATS AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS BETTER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION, G.S. 47-30 (f.)(11)(d).

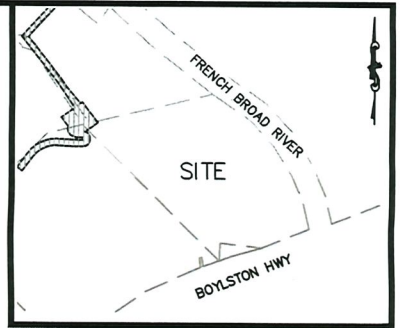
THAT THE GPS SURVEY MADE WAS UNDER MY SUPERVISION USING GPS FOR SETTING CONTROL ONLY.

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.03' @ 95%
TYPE OF GPS FIELD PROCEDURE: NC RTK
DATES OF SURVEY: FEBRUARY 7TH-14TH, 2024
DATUM/EPOCH: NAD 83(2011)
PUBLISHED/FIXED-CONTROL USED: NGS "BOYLESTON" & "BANNING"
GEOID MODEL: 18 (CONUS)
COMBINED GRID FACTOR: 0.9997840368
UNITS: US SURVEY FEET

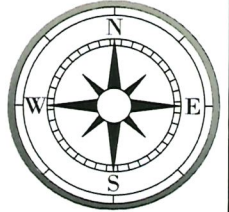
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL

THIS 5th DAY OF May, 2025.

TIMOTHY A. BROWN
PROFESSIONAL LAND SURVEYOR L-5369



VICINITY MAP - NOT TO SCALE



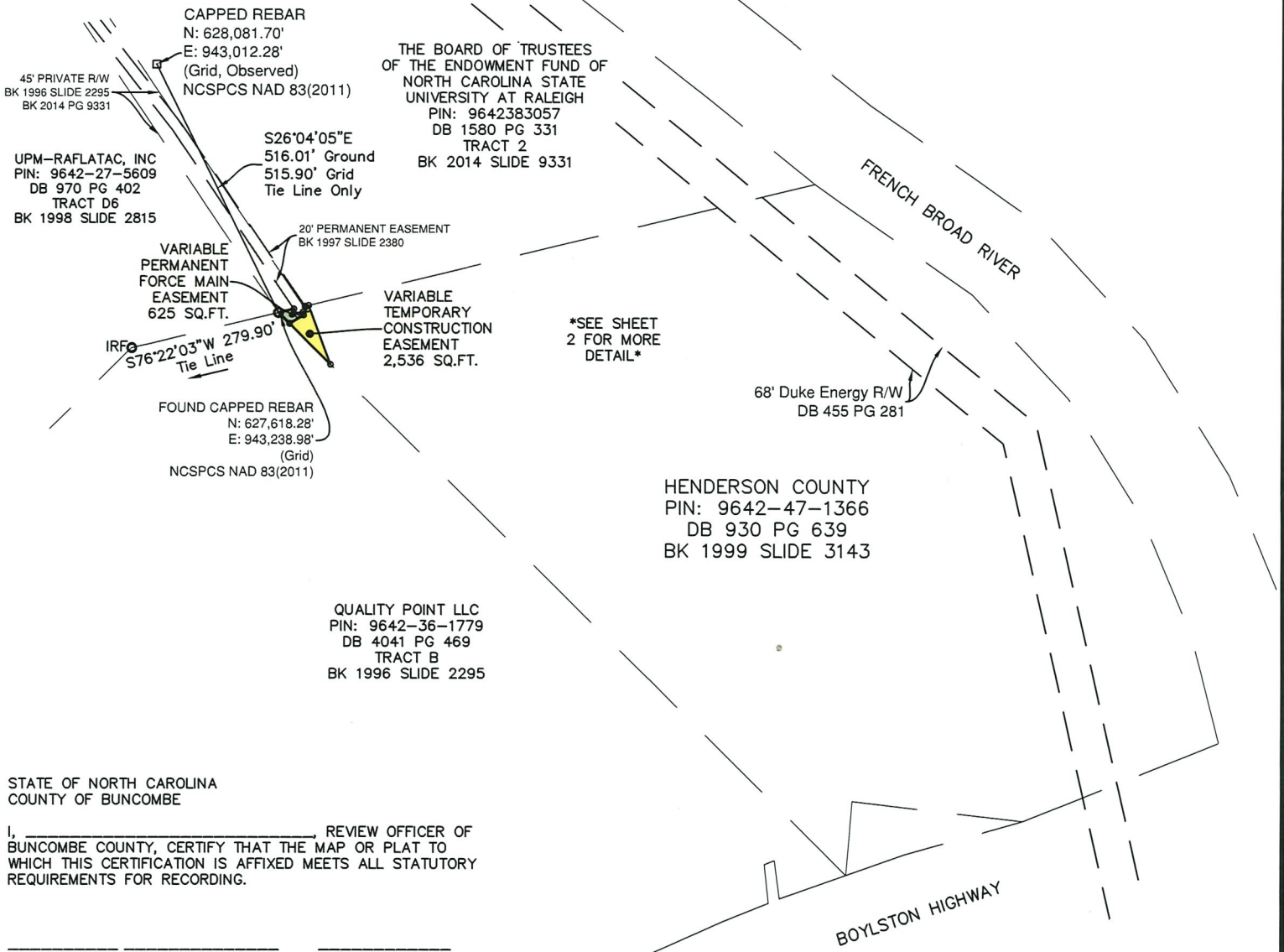
NC GRID NAD83/2011

AREA TABLE

PERMANENT FORCE MAIN EASEMENT: 625 SQ.FT., 0.01 ACRES
TEMPORARY CONSTRUCTION EASEMENT: 2,536 SQ.FT., 0.06 ACRES
TOTAL EASEMENT AREA: 3,161 SQ.FT., 0.07 ACRES

LEGEND

- COMPUTED POINT
- PARCEL LINE
- PERMANENT FORCE MAIN EASEMENT
- - - TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT FORCE MAIN EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, REVIEW OFFICER OF
BUNCOMBE COUNTY, CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

SURVEYOR'S NOTE:

- ALL DISTANCES ARE HORIZONTAL GROUND IN U.S. SURVEY FEET UNLESS OTHERWISE SHOWN.
- BEARINGS BASED ON NORTH CAROLINA GRID, NAD 83/2011. NO CORNERS SET UNLESS OTHERWISE NOTED. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- REFERENCES: DEED BOOK 930 PAGE 639, AND PLAT BOOK 1999 SLIDE 3143 AS RECORDED IN THE HENDERSON COUNTY REGISTER OF DEEDS.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- THE EXISTENCE OR NONEXISTENCE OF WETLANDS ON SUBJECT PROPERTY HAS NOT BEEN DETERMINED BY THIS SURVEY.
- SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND OR ENCUMBRANCES THAT MAY EFFECT THIS PROPERTY.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- THIS SITE WAS LOCALIZED AT A CAPPED #5 REBAR HAVING NORTHING OF 628,081.70, EASTING OF 943,012.28 AND A COMBINED SCALE FACTOR OF 0.9997840368.
- COORDINATES SHOWN HEREON ARE GRID UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW NEW PERMANENT FORCE MAIN EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED AS SHOWN HEREON.

DATE	REVISION	BY

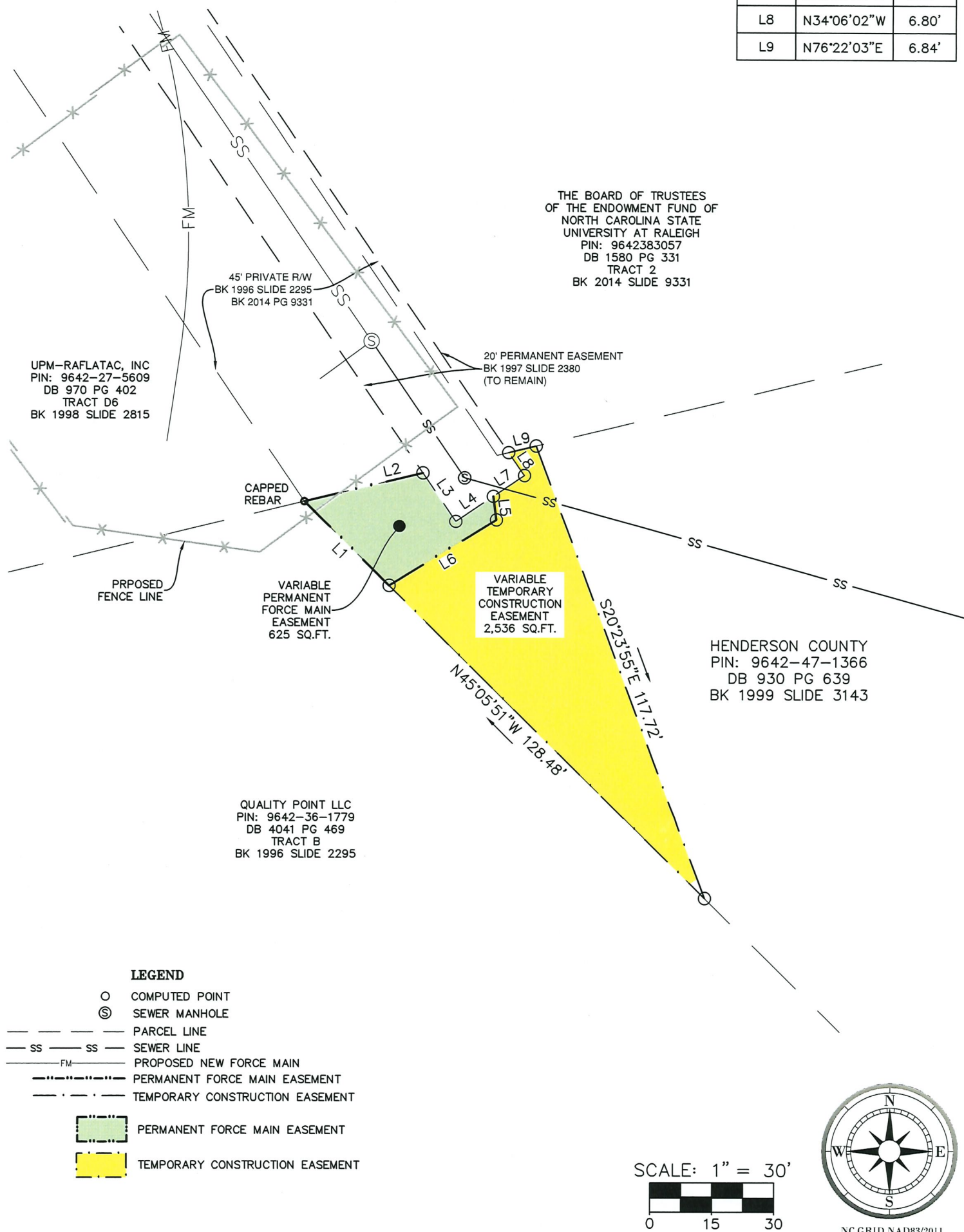
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MCKIM & CREED
8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704) 841-2588, Fax: (704) 841-2567
NC License# F-1222
Internet Site: <http://www.mckimcreed.com>

A circular professional seal for Timothy A. Brown, a North Carolina Land Surveyor. The seal features a double-lined circular border. Between the lines, the words "NORTH CAROLINA" are at the top, "PROFESSIONAL" is on the left, "LAND SURVEYOR" is on the right, and "TIMOTHY A. BROWN" is at the bottom. In the center of the seal, the word "SEAL" is positioned above the license number "L-5369".

LINE TABLE		
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L1	N45°05'51"W	29.04'
L2	N76°22'03"E	29.48'
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MSD PROJECT #2020061
ITT PUMP STATION REPLACEMENT
EASEMENT ACROSS THE PROPERTY OF
OWNER: HENDERSON COUNTY
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MILLS RIVER, HENDERSON COUNTY, NORTH CAROLINA

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PIN: 9642471366
HENDERSON COUNTY
ADDRESS N/A
DB 930 PG 639
PB 1999 PG 3143

MH - 1 (60"Ø)
RIM:2062.25'
INV IN(NW)=2031.60' (24")
INV IN(SE)=2031.60' (24")
INV OUT(SW)=2031.10' (30")
STA: 0+15

REPLACE 24" DIP BETWEEN MH-1 AND MH 49-479269.
CONTRACTOR TO CONFIRM 24" DIP INVERT AT EXISTING MANHOLE

EX. MH 49-479269
RIM:2052.68'
INV IN(E)=2035.55' (24") (DEPTH ASSUMED)
INV OUT(NW)=2035.30' (24") (DEPTH ASSUMED)

PIN: 9642383057
THE BOARD OF TRUSTEES OF THE
ENDOWMENT FUND OF NORTH
CAROLINA STATE UNIVERSITY
AT RALEIGH
ADDRESS N/A
DB 1580 PG 331
PB 2014 PG 9331

MH - 2 (48"Ø)
WATERTIGHT RIM AND COVER
RIM:2046.02'
INV IN(NW)=2032.89' (12")
INV OUT(SE)=2031.89' (24")
STA: 3+81

2" PVC WATER LINE.
MINIMUM SEPARATION 10'
FROM GRAVITY SEWER LINE.

15' TEMPORARY CONSTRUCTION EASEMENT

PROPOSED PUMP
STATION, SEE
SHEET M.01 FOR DETAIL

PLAN VIEW
HORIZ. SCALE: 1"=40'