

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** March 18, 2026  
**SUBJECT:** Revised Sewer Easement  
**PRESENTER:** Charles Russell Burrell  
**ATTACHMENT(S):** Proposed Revised Easement  
Proposed Easement Plat

**SUMMARY OF REQUEST:**

This matter involves a sewer easement across the extreme northern boundary of the Jackson Park property near M. L. King Boulevard. The Board has previously granted this easement, which serves the newly built Creekstone Holdings property. In construction, it was discovered that the easement needed to be slightly relocated.

Parks and Recreation staff have inspected the site and the proposed easement and are of the opinion that the change will have no material impact on Jackson Park operations or use.

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

**BOARD ACTION REQUESTED:**

Approve the revised easement and direct its execution and delivery

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

*I move that the Board approve the proposed revised sewer easement to the City of Hendersonville and direct the Chair and staff to execute and deliver the same.*

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Prepared by and Return to: Angela S. Beeker, City Attorney for the City of Hendersonville, City box

### UTILITY INFRASTRUCTURE EASEMENT AGREEMENT

**THIS UTILITY INFRASTRUCTURE EASEMENT AGREEMENT**, hereinafter "Easement Agreement," made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Henderson County**, a body politic and corporate, hereafter referred to as "Grantor", and the **City of Hendersonville**, a North Carolina municipal corporation, hereafter 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 in fee simple of certain property more particularly described in a Deed recorded in **Deed Book 512 at page 95**, Henderson County Registry, hereinafter "Property of the Grantor"; and

**WHEREAS**, the Grantee has requested that the Grantor grant and convey to the Grantee a permanent easement over, under, upon, across and through a portion of the Property of the Grantor for purpose of constructing, operating, maintaining, repairing, inspecting, enlarging, replacing and reconstructing water, sewer, and/or stormwater lines and facilities, and related appurtenances and accessories, collectively hereinafter "Utility Infrastructure," and the Grantor has agreed to do so.

**NOW, THEREFORE**, the Grantor, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by these presents does hereby dedicate, give, grant and convey unto the Grantee, its successors and assigns, the permanent and perpetual, non-exclusive, and irrevocable right, privilege and easement to construct, operate, maintain, repair, inspect, enlarge, replace and reconstruct Utility Infrastructure over, upon, across, under and through the above-referenced property of the Grantor; said permanent easement being described as follows:

**PERMANENT EASEMENT:** A non-exclusive permanent easement, 30 feet in width, being 15 feet in width on either side of the centerline of the sewer pipe and appurtenances, with the location of the pipe and permanent easement being shown on that plat recorded in **Plat Book 2026** at Page **16778** of the Henderson County Registry for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing utility lines, together with such pipes, fittings, fixtures and other accessories as from time to time may be required, for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and for purposes of exercising all rights of the Grantee granted by this Easement Agreement, said permanent easement being referred to hereinbefore and hereinafter as the "Permanent Easement," together with the a perpetual easement and full right of access for purposes of ingress and egress to and from said Permanent Easement over and across the Property of the Grantor and over and across any real property owned by the Grantor lying between the Permanent Easement and the nearest public road, the Permanent Easement being more particularly described as follows:

#### LEGAL DESCRIPTION

**THIS PERMANENT EASEMENT** is more particularly described as a 30 foot wide utility line easement, as shown on that plat recorded in **Plat Book 2026** at Page **16778** of the Henderson County Registry,

**TOGETHER WITH THE FOLLOWING DESCRIBED CONSTRUCTION EASEMENT.** A non-exclusive construction easement, hereinafter "Construction Easement," further defined as being fifty (50) feet in width, sharing the same centerline as the Permanent Easement, to be used by Grantee as reasonably necessary to install, construct, replace, enlarge or repair any of all of the Utility Infrastructure within the Permanent Easement. The Grantee's right to use of the Construction Easement shall be limited to the purposes as stated in this paragraph (not for operation or maintenance of the Utility Infrastructure), and shall only be exercised during such times as the installation, construction, replacement, enlargement or repair of Utility Infrastructure, hereinafter "Construction Activities," is occurring, including a reasonable time before the start of any Construction Activities for setup and a reasonable time after completion of any Construction Activities for cleanup and for performance of warranty items, if any, by Grantee's contractor(s).

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

1. That all right, title and interest in and to the any and all Utility Infrastructure placed within the Permanent Easement shall at all times be in Grantee, or Grantee's successors or assigns. Neither Grantor, nor Grantor's heirs, successors or assigns, shall have any right, title or interest whatsoever in or to any Utility Infrastructure placed within the Permanent Easement. For the avoidance of doubt, Grantor and Grantor's heirs, successor's or assigns shall not have any authority, nor any right, title or interest in the Utility Infrastructure sufficient to subject the Utility Infrastructure to any liens or encumbrances whatsoever, whether by operation of law, or otherwise. Grantee, and Grantee's successors or assigns, shall have the sole right to remove Utility Infrastructure from the Permanent Easement in whole or in part; however any removal(s) shall not terminate any easements granted by this Easement Agreement, nor be construed as an abandonment of the rights granted to Grantee by this Easement Agreement.
2. That, notwithstanding paragraph 1, Grantee agrees to acquire such release deeds or waivers for the Permanent Easement, Construction Easement or Utility Infrastructure as the Grantee may reasonably request from any lender, vendor, or other third party, having a lien or purporting to have a lien or security interest in and to the Permanent Easement, the Construction Easement or the Utility Infrastructure.
3. That the Grantee shall have the right, but not the obligation, 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 but not the obligation to remove from the Permanent Easement all brush, shrubs, trees, and other obstructions of any kind, and to go upon said Permanent Easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, shrubs, trees and other obstructions of any kind.
4. That the Grantor shall have the right to use said Permanent Easement and 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. Grantee shall have the right to interrupt Grantor's use of the Permanent Easement and Construction Easement while active construction, installation, repair, replacements, or other permitted actions of the Grantee are occurring within the Permanent Easement or Construction Easement. Prohibited uses of the Permanent Easement and Construction Easement by the Grantor include, but not are not limited to, the following: the erection of a shed, building, structure or other obstruction within the Permanent Easement by the Grantor; the planting of trees within the Permanent Easement, the placement of additional fill within the Permanent Easement; and the placement of, or allowing the placement of, other utility lines, including but not limited to, electric, gas, telephone, or cable lines, within the Permanent Easement. Grantee may waive, in writing, any of these prohibitions; however such waiver shall be narrowly construed to allow only the specific allowances stated in the written waiver.
5. Grantee shall have the right, but not the obligation, to remove or abate any uses of, or structures placed on, the Permanent Easement and Construction Easement in violation of this Easement Agreement, and Grantee shall not be liable to the Grantor for such removal or abatement. Grantor shall reimburse to the Grantee the reasonable costs of such removal or abatement.
6. Upon completion of the installation, repair, replacement, enlargement, or addition to any of the Utility Infrastructure, Grantee shall restore the premises to condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by Grantee or its agents to their pre-construction condition, provided that Grantee shall have no obligation to replace any pre-existing vegetation within the Permanent Easement which Grantee reasonably determines would be intrusive or damaging to the pipe line(s), conduits and accessories being installed. With regards to paved roads crossing the Permanent Easement or Construction Easement, the Grantee shall only be responsible for re-graveling, 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 re-graveling and tamping in connection with any repairs or maintenance.
7. 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 utility lines and accessories constructed within said Permanent Easement. As to paved roads, the Grantee, in future repairs or maintenance of said utility lines and accessories, shall only be responsible for re-graveling, 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 re-graveling and tamping in connection with any repairs or maintenance.
8. Grantee, its officers, agents, employees and contractors, shall have the right to go to and from the Permanent Easement and the Construction Easement from the nearest public road across other portions of the Property of the Grantor, and across any other real property owned by Grantor lying between the Permanent Easement/Construction Easement and the nearest public road. However the Grantee will endeavor to make use of existing roads, paths, or drives to minimize the interference with Grantor's use and enjoyment of the Property of the Grantor lying outside of the easement and other real property owned by the Grantor.
9. This Easement is assignable by the Grantee to any purchaser or future owner of any Utility Infrastructure placed within the Permanent Easement.
10. It is understood and agreed by Grantor that Grantee's rights hereunder include the right to permit a third party, constructing Utility Infrastructure to be conveyed to Grantee, to utilize the temporary construction easement to the fullest extent provided herein for the construction and installation of the Utility Infrastructure.
11. By accepting and recording this Easement Agreement, the Grantee accepts the conveyance, grant, and dedication of the easements described above.

12. Failure of the either party to enforce any terms of this Easement Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights granted by this Easement Agreement shall not deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

**TO HAVE AND TO HOLD** said Permanent Easement, Construction Easement and all other easements described hereinabove unto said Grantee, its successors and assigns, upon the terms 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 Permanent Easement, Construction Easement and all other easements described hereinabove, and has full right and power to convey said Permanent Easement, Construction Easement and all other easements described hereinabove to the Grantee, and that Grantor will, and Grantor’s successors and assigns shall, forever warrant and defend the title to said Permanent Easement, Construction Easement and all other easements described hereinabove 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 it 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.

Henderson County, Grantor

City of Hendersonville, Grantee

By: \_\_\_\_\_(SEAL)  
Print name and title:

By: \_\_\_\_\_(SEAL)  
John F. Connet, City Manager

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

I, \_\_\_\_\_ a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires: \_\_\_\_\_

(Official Seal)

**OR**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

I, \_\_\_\_\_ a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, a Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My commission Expires:

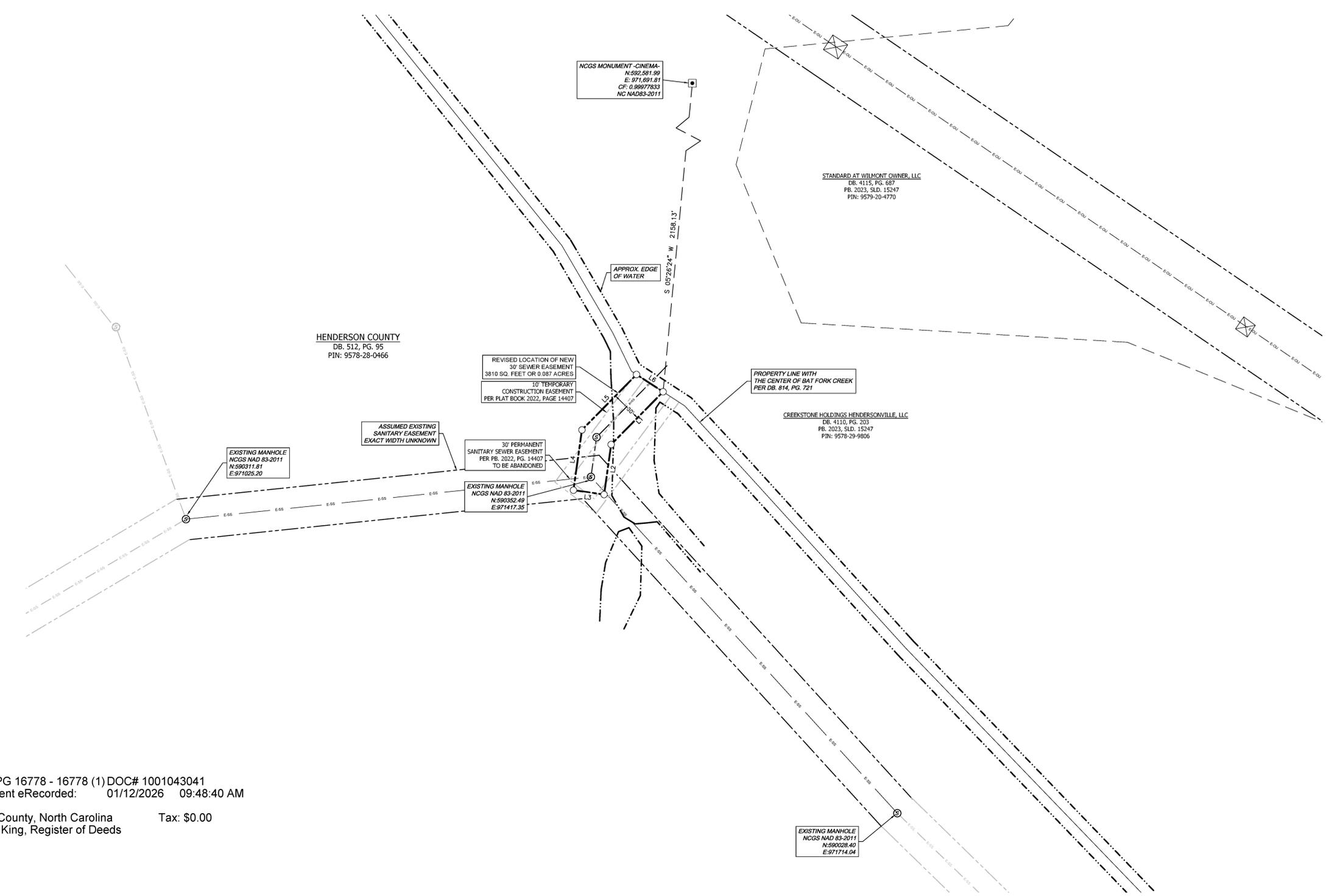
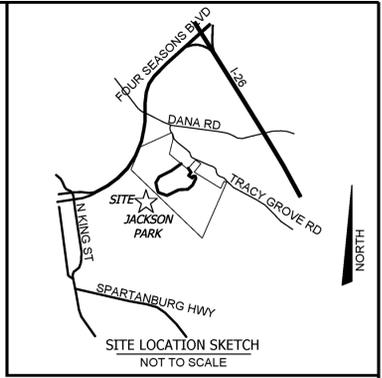
(Official Seal)

**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 the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Official Seal)



GLOBAL POSITIONING SYSTEM CERTIFICATION (NC VRS-RTK)

I, Troy A. Shriver, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: Class A Survey
2. Positional Accuracy (95% Confidence): 0.03' Horizontal  
0.06' Vertical
3. Type of GPS Field Procedure: NC VRS-RTK Network Solutions  
Using Carlson BRx7 Systems
4. Date of Observations: 10/23/2025
5. Datum/Epoch: NAD83/Epoch 2011
6. Published/fixed control: None within 2000'
7. Geoid Model: Geoid18 (Conus)
8. Combined grid factor: 0.99977833
9. Units: US Survey Feet

I, Troy A. Shriver, Professional Land Surveyor certify to one or more of the following as indicated (G.S. 47-30(f)(11)):

- C. Any one of the following:
4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.

I, Troy A. Shriver, certify that this plat was drawn by me from an actual survey made under my supervision (deed description recorded in Deed Book 512, Page 95 and Deed Book 814, Page 721); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, Page N/A; that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my hand and seal this date of 1-12-2026

Signature: *Troy A. Shriver*  
Professional Land Surveyor  
Certificate Number L-5063



BK 2026 PG 16778 - 16778 (1) DOC# 1001043041  
This Document eRecorded: 01/12/2026 09:48:40 AM  
Fee: \$21.00  
Henderson County, North Carolina Tax: \$0.00  
William Lee King, Register of Deeds

This Plat Supersedes Plat Book 2022, Page 14407

Revision of Sanitary Sewer Easement:  
**HENDERSON COUNTY**  
for the benefit of  
**CREEKSTONE HOLDINGS  
HENDERSONVILLE, LLC**

Owners of Record: Henderson County  
Deed Book 512 Page 95 &  
Plat Book 2022, Slide 14407  
Tax PIN: 9578-28-0466  
Hendersonville Township, Henderson County, NC  
January 5, 2026 Scale: 1" = 50'

Rev No.	Description	Date
1	Initial submittal for review	1-5-26
2	Final Plat	1-12-26

- PLAT NOTES:
1. The bearings on this plat are NC Grid (NAD 83) bearings, and distances shown are horizontal ground distances unless otherwise noted.
  2. Total area of Revised Permanent Sewer Easement: 0.087 Acres or 3,810 square feet (determined by coordinate computation method).
  3. The purpose of this plat is to revise an existing 30' Sewer Easement as recorded in Platbook 2022, Slide 14407 to adjust to field changes in the installed sanitary sewer line. Existing sanitary sewer line alignment as shown based on as-built information provided by Associated Land Surveyors and Planners, PC Dated 10-28-2025.
  4. By graphic determination, the Subject Parcels are located in "Zone AE" and "Zone X" per FIRM map number 3700957900J dated January 6, 2010.
  5. Henderson County GIS was used to determine adjoining owner information.
  6. Underground utilities were not marked at the time of the survey.
  7. Above ground utilities are located based on visible, above ground structures.
  8. Property subject to all easements, rights-of-way and restrictions of record.
  9. This plat was prepared without the benefit of a title report which may reveal additional conveyances, easements, rights-of-way or building restrictions. A North Carolina licensed attorney-at-law should be consulted.

LINE	BEARING	DISTANCE
L1	S 44°42'11" W	71.48'
L2	S 08°04'30" W	48.73'
L3	N 81°55'30" W	30.00'
L4	N 08°04'30" E	58.66'
L5	N 44°42'11" E	75.14'
L6	S 57°05'17" E	30.65'

LEGEND	
	PROPERTY LINE
	NEW PERMANENT EASEMENT
	NEW TEMPORARY CONSTRUCTION EASEMENT
	EXISTING EASEMENT
	SANITARY SEWER LINE
	EDGE OF CREEK
	MONUMENT FOUND
	REBAR FOUND
	CALCULATED POINT
	SEWER MANHOLE



SCALE 1" = 50'

PROJECT#: 539921

Submitted electronically by "Three Notch Group, Inc." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.



THREE NOTCH GROUP, INC.  
122 LYMAN STREET  
ASHEVILLE, N.C. 28801  
Phone: (828) 232-4700  
Website: www.3notch.com

DRAWN BY: BLG CHECKED BY: TAS