

## **FORMS**

- 1. WASTEWATER ALLOCATION REQUEST FORM**
- 2. "RECORD" OR "AS-BUILT" CHECKLIST**
- 3. EASEMENT FORMS -**
  - A) EASEMENT AGREEMENT**
  - B) CONVEYANCE OF SEWER SYSTEM AND EASEMENT**
- 4. ENGINEER'S CERTIFICATION**
- 6. CONTRACTOR'S CERTIFICATION**
- 7. NON-DISCHARGE PERMIT APPLICATION**
- 8. OWNER'S AGREEMENT**

**Note: Copies of all forms listed above will be provided on computer disk upon request.**

## OWNER'S AGREEMENT

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**MSD PROJECT #:** \_\_\_\_\_

**ALLOCATION #:** \_\_\_\_\_

**PIN#:** \_\_\_\_\_

**NOTE:** This agreement must be executed and returned to MSD as part of the plan submittal package. Plan approval will not be issued until a fully executed agreement is on file with the Planning and Development/Engineering department as part of the project file. Copies of all correspondence will be forward to the party signing this agreement.

I \_\_\_\_\_, hereby certify that I am the project owner and the party contractually obligated for all costs associated with installation of the sewer system. This includes the acquisition of any and all on-site and off-site sewer easements that may be required and all other required documentation to complete sewer system transfer to MSD. Construction of and documentation for said sewer system will be provided in accordance with prevailing MSD standards and specifications for developer constructed sewer systems. Issuance of building permits for this project will require evidence of approval by MSD. **A certificate of occupancy will not be issued until the following MSD requirements have been satisfied.**

1. As-built drawings
2. Easement/System transfer documents
3. Engineer's certification
4. Contractor's certification
5. MSD inspection approval

By my signature below, I acknowledge and agree to the terms outlined in this Owner's Agreement.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of owner: \_\_\_\_\_

Project Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



# Metropolitan Sewerage District

---

## OF BUNCOMBE COUNTY, NORTH CAROLINA

### Wastewater Allocation Request

**Complete all appropriate items and return to:**

MSD / Planning and Development  
2028 Riverside Drive  
Asheville, NC 28804

**Attention: Kay Farlow**

**1) Person requesting allocation - (party to receive allocation letter)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Company: \_\_\_\_\_

**2) Name and location information**

Name of project: \_\_\_\_\_  
PIN #: \_\_\_\_\_  
Street: \_\_\_\_\_

**3) Scope of project and connection point with manhole number \_\_\_\_\_**

Brief description of project: \_\_\_\_\_  
\_\_\_\_\_

**Residential:** # of unit's \_\_\_\_\_ # of bedrooms \_\_\_\_\_

**Non-residential:** # of employee's \_\_\_\_\_ # of seats \_\_\_\_\_ square footage \_\_\_\_\_

**Estimate Discharge:** \_\_\_\_\_ GPD \* (100 gallons per bedroom) \*

**4) Connection information**

Tap size: (circle)    4                    6                    8                    Other \_\_\_\_\_

**5) Water Source** \_\_\_\_\_

**Must provide the following information:**

- A site plan showing properties to be served
- Plan showing proposed route to existing MSD sewer
- Connection point to MSD sewer and Manhole number

**The Metropolitan Sewerage District will only consider gravity sewer extensions to the existing District sewerage system.**

Return completed application and a **\$170.00** non-refundable check payable to **MSD of Buncombe County** to MSD Planning and Development, **Attention: Kay Farlow**.

*The District reserves the right, in its sole and absolute discretion, to approve or decline all allocation approval requests.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signed

Contact Mike Butler @ 828-254-9646 if additional information is needed.

*~Protecting Our Natural Resources~*

## ANSWERS TO ANTICIPATED QUESTIONS

- 1.) If an existing building is being **renovated** and the wastewater flow is increasing by **no more than 300 GPD** (same as average residence) a wastewater allocation fee **will not** be required.
- 2.) If an existing building is being **replaced** with a new structure and the wastewater flow generated **will be decreased or remain the same**, a wastewater allocation fee will not be required.
- 3.) If a wastewater allocation is granted for a project and then the project is cancelled, the wastewater allocation fee **will not be refunded**.
- 4.) Sometimes projects require a wastewater allocation, but will not be charged facility fees or tap fees (at time of application). Please be aware, in these situations, the \$170.00 wastewater allocation fee **will still be required** to obtain a wastewater allocation letter.
- 5.) Issuance of building permits/placement permits requires the approved MSD Domestic Wastewater Sewer Service Application. This sewer service Application cannot be submitted until the wastewater allocation is issued. Please be aware, the Sewer Service Application cannot and will not be approved until all the District's contingencies and/or requirements are satisfied.

PROJECT NAME: \_\_\_\_\_

**METROPOLITAN SEWERAGE DISTRICT  
“RECORD” OR “AS-BUILT” DRAWING CHECK LIST  
for  
MUNICIPAL ANNEXATION SEWER SYSTEMS**

**“AS-BUILT” DRAWINGS INDICATE THE ACTUAL FIELD CONDITIONS  
for the:**

- \_\_\_\_ 1.      **Type of Pipe**
- \_\_\_\_ 2.      **Length of Pipe**
- \_\_\_\_ 3.      **Percent of Grade**
- \_\_\_\_ 4.      **Top of manhole elevations (MSL datum)**
- \_\_\_\_ 5.      **Invert elevations (MSL datum)**
- \_\_\_\_ 6.      **North Carolina State Plane Coordinates (NAD 27 or 83) for manholes**
- \_\_\_\_ 7.      **North Carolina State Plane Coordinates (NAD 27 or 83) or swing ties for each cleanout.**
- \_\_\_\_ 8.      **End of service, depth and invert elevation (MSL datum plus or minus 0.20’).**
- \_\_\_\_ 9.      **Profile view of sewer.**
- \_\_\_\_ 10.     **Book and page number of recorded plats and easements.**
- \_\_\_\_ 11.     **Manufacturer and model numbers for all pumps, motors, auxiliary power supply and telemetry equipment.**
- \_\_\_\_ 12.     **Current record owner(s) of subject site, including deed book and page of title acquisition.**
- \_\_\_\_ 13.     **Parcel Identification Number (PIN).**
- \_\_\_\_ 14.     **Easement overlay for all areas proposed for transfer to MSD in accordance with required easement width chart. This includes all areas whether on private property or within a public Right-of-Way.**
- \_\_\_\_ 15.     **Street name/number designation and legal width of all public rights of way.**
- \_\_\_\_ 16.     **Boundary line information for subject site.**

All above information shall be added to the final drawings. Manhole NAD 27 or 83 Coordinates may be provided in tabular format on the final drawing or on a separate form approved by the District. Service information (service inverts in manholes; end of service elevation, depth, and NAD 27 or 83 coordinates) may be provided on forms approved by the District in lieu of on the final drawings. Proposed information (which differs from the “as-built” information) should be marked through with a single thin line (or other approved method) which leaves the original information discernible. Easement plat may be combined with As-builts. See easement section for detailed information on easement requirements.

\_\_\_\_\_  
Engineer’s Signature

\_\_\_\_\_  
Date

# EASEMENT FORMS

**NOTE:** The Easement Agreement and Conveyance of Sewer System And Easement forms provided are formatted as required by the North Carolina Register of Deeds Office. They also contain rubrics (in italics) as guides for correct completion. Note that when reproduced for actual use, both forms are to be printed on 8 ½” x 14” paper (legal size) and without rubrics. Do not change any of the formatted margins or fonts, else you will be charged an additional recording fee by the Register of Deeds.

*\*/This form to be used for conveyances from property owner to Municipality]*

**RETURN AFTER RECORDING TO:** *[Insert name and address of preparer]*

---

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Grantor, and \_\_\_\_\_, a municipal corporation, 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.

**WITNESSETH:**

**THAT WHEREAS**, the Grantor is the owner of certain property more particularly described in a Deed recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, Buncombe County Registry; and

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

**PERMANENT EASEMENT:** A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property or other property of Grantor, said permanent easement being more particularly described as follows:

*[Insert metes and bounds description of permanent easement area]*

Said permanent easement consisting of \_\_\_\_ square feet (\_\_\_\_ acre), more or less.



*[Temporary Construction Easement may not apply to all situations, delete as applicable]*

**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, together with the full right of reasonable access to and egress from said temporary construction easement over and upon the above-referenced Property or other property of Grantor, for all purposes in connection with said construction and installation, it being understood that 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:

*[Insert metes and bounds description of temporary easement area]*

Said temporary easement consisting of \_\_\_\_\_ square feet (\_\_\_\_ acre), more or less.

Said temporary construction easement and permanent easement being shown on the Sewer Line Location Drawing for \_\_\_\_\_ *[Insert name of project]* \_\_\_\_\_, Easement Across the Property of \_\_\_\_\_ *[Insert name of Grantor(s)]* \_\_\_\_\_, prepared by \_\_\_\_\_ *[Insert name of firm]* \_\_\_\_\_ dated \_\_\_\_\_, and last revised \_\_\_\_\_ *[Insert revision date if applicable – if no revision, this phrase can be deleted]* \_\_\_\_\_, 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 area after installation of the sewer lines and accessories to approximately the same condition as existed before said installation.

4. 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 sewer lines and accessories constructed within said permanent easement. 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. Other conditions and provisions:

**TO HAVE AND TO HOLD** said temporary construction easement *[remove reference here to temporary construction easement if not applicable]* and said permanent 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 said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and premises are 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 set their hands and seals, or if 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.

*[For execution by individual]* \_\_\_\_\_(SEAL)  
\_\_\_\_\_ (SEAL)

*[For execution by corporation]* \_\_\_\_\_  
*[Corporate Name]*

By: \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary (Corporate Seal)

*[Notary for execution by individual]*

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

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: \_\_\_\_\_

\*\*\*\*\*

*[Notary for execution by corporation]*

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is \_\_\_\_ Secretary 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 \_\_\_\_\_ President, sealed with its corporate seal and attested by h \_\_\_\_ as its \_\_\_\_\_ Secretary.

**WITNESS** my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

RETURN AFTER RECORDING TO: *[Insert name and address of preparer]* \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

CONVEYANCE OF SEWER SYSTEM AND  
EASEMENTS FOR \_\_\_\_\_  
*[Name of project]*

THIS CONVEYANCE OF SEWER SYSTEM AND EASEMENT made this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, from \_\_\_\_\_, hereinafter referred to as the Grantor, to the 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).

**WITNESSETH:**

THAT WHEREAS, the Grantor has constructed sewer lines and sewer related improvements and obtained easements for said sewer lines and sewer related improvements across and under real properties located in the \_\_\_\_\_ area of the \_\_\_\_\_; and  
*[Name of city/town]*

WHEREAS, the sewer lines and sewer related improvements were constructed and the easements obtained for a project known as \_\_\_\_\_; and

WHEREAS, the Grantor installed the sewer lines and sewer related improvements according to plans and specifications prepared by \_\_\_\_\_, an engineer licensed in the State of North Carolina and pursuant to permits issued by the North Carolina Department of Environment, Health and Natural Resources; and

WHEREAS, the sewer lines and sewer related improvements constructed by the Grantor are shown on as-built drawings entitled, \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_, and filed in the Engineering Division of the Metropolitan Sewerage District of Buncombe County, reference to which drawings is hereby made for a complete description of the sewer lines and sewer related improvements; and

WHEREAS, the Grantor obtained easements for the sewer lines and sewer related improvements from the following property owners crossing the following properties;

1. Easement from *[Insert Name of Grantor(s) as recited on Easement Agreement]* \_\_\_\_\_ recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, Buncombe County Registry.

*[Continue list with all easements obtained for project.]*

WHEREAS, the Grantor now desires to convey to the Grantee and the Grantee is willing to accept the sewer lines and sewer related improvements together with the easements therefor.

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 sewer lines and sewer related improvements together with easements therefor;

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

1. That the Grantee shall have the right to clear the permanent easements and the right, but not the obligation, to keep the permanent easements clear at all times, and the right to remove from the permanent easements 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 Grantee agrees to restore the topography of the easement areas after any necessary repair or replacement of the sewer lines and sewer related improvements to approximately the same condition as existed prior to the repair or replacement.

**TO HAVE AND TO HOLD** said sewer system and related improvements together with the easements therefore unto said Grantee, its successors and assigns, forever upon the terms set forth herein.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is the owner of the sewer system and sewer related improvements and easements therefor and that the sewer system and sewer related improvements are free from any and all liens and encumbrances; that in the event such liens or encumbrances are discovered, Grantor will take all action necessary to remove such liens or encumbrances at no cost to Grantee, and that Grantor and its successors and assigns shall forever warrant and defend the title to said sewer system and sewer related improvements and easements therefor unto the Grantee, its successors and assigns, against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has 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.

\_\_\_\_\_  
*[Name of municipality]*

Corporate Seal

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that \_\_\_he is the City Clerk of the \_\_\_\_\_, a municipal corporation, and that by the authority given and as the act of the corporation, the foregoing instrument was signed in its name by its City Manager and attested by h\_\_\_\_ as its City Clerk.

**WITNESS** my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



**CONTRACTOR'S CERTIFICATE OF COMPLETION AND WARRANTY  
TO  
METROPOLITAN SEWERAGE DISTRICT OF  
BUNCOMBE COUNTY, NORTH CAROLINA**

\_\_\_\_\_  
(Name of Project as Permitted)

\_\_\_\_\_  
Permit Number

I, the undersigned, do hereby certify:

1. That we are a licensed Utility or Unclassified Contractor in the State of North Carolina.
2. That the sewer extensions relative to the above referenced project have been installed and tested in strict accordance with the approved plans and specifications for the project under the supervision of the Engineer of Record.
3. That we guarantee the materials and installation of the sewer extension including all appurtenances and that restoration of any disturbed areas for a period of one (1) year and shall make repairs deemed necessary by MSD.
4. That during the one year warranty period we will make repairs within the time limits allowed by the North Carolina Department of Environment and Natural Resources, Division of Water Quality, but no later than twenty four (24) hours for repairs which would otherwise represent a threat to the public health and no later than thirty (30) days for all other repairs.
5. That after the District has unsuccessfully attempted to notify our office and/or we have not been able to make the required repair within the time allowed, we will reimburse MSD for costs for repairs made by its own forces. These costs will include, but not be limited to, materials, labor, equipment, damages and reimbursement collection costs.
6. The approximate cost of sewer construction for this project was \$\_\_\_\_\_.
7. Warranty Period Expires \_\_\_\_\_. (One year from date of final report by MSD construction inspector. To be completed by the District.)

\_\_\_\_\_  
Name of Firm (Corporation/Company)

\_\_\_\_\_  
Corporation or Company Seal

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Date

**State of North Carolina - County of Buncombe**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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



## OWNER'S AGREEMENT

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**MSD PROJECT #:** \_\_\_\_\_

**ALLOCATION #:** \_\_\_\_\_

**PIN#:** \_\_\_\_\_

**NOTE:** This agreement must be executed and returned to MSD as part of the plan submittal package. Plan approval will not be issued until a fully executed agreement is on file with the Planning and Development/Engineering department as part of the project file. Copies of all correspondence will be forward to the party signing this agreement.

I \_\_\_\_\_, hereby certify that I am the project owner and the party contractually obligated for all costs associated with installation of the sewer system. This includes the acquisition of any and all on-site and off-site sewer easements that may be required and all other required documentation to complete sewer system transfer to MSD. Construction of and documentation for said sewer system will be provided in accordance with prevailing MSD standards and specifications for developer constructed sewer systems. Issuance of building permits for this project will require evidence of approval by MSD. **A certificate of occupancy will not be issued until the following MSD requirements have been satisfied.**

1. As-built drawings
2. Easement/System transfer documents
3. Engineer's certification
4. Contractor's certification
5. MSD inspection approval

By my signature below, I acknowledge and agree to the terms outlined in this Owner's Agreement.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of owner: \_\_\_\_\_

Project Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



PREPARED BY AND RETURN AFTER RECORDING TO: \_\_\_\_\_ of ROBERTS & STEVENS, P. A., P.O. Box 7647, Asheville, N.C., 28802

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between (Property Owner), 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 Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, Buncombe County Registry; and

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

**PERMANENT EASEMENT:** A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property or other property of Grantor, said permanent easement being more particularly described as follows:

***Legal Description***

Said permanent easement consisting of \_\_\_\_\_ square feet (\_\_\_\_ acre), 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, and together with the full right of reasonable access to and egress from said temporary construction easement over and upon the above referenced Property or other property of Grantor, for all purposes in connection with said construction and installation, it being understood that 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:

***Legal Description***

Said temporary construction easement consisting of \_\_\_\_\_ square feet (\_\_\_ acre), more or less.

Said permanent easement and temporary construction easement being shown on the Sewer Line Location Drawing for \_\_\_\_\_, Easement Across the Property of \_\_\_\_\_, prepared by \_\_\_\_\_ dated \_\_\_\_\_, 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 area after installation of the sewer lines and accessories to approximately the same condition as existed before said installation.

4. 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 sewer lines and accessories constructed within said permanent easement. 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 easement described above. The Grantor hereby authorizes the Grantee to enter upon the Grantor's property and to excavate on the Grantor's property outside of the permanent and temporary construction easements described herein 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. The Grantor agrees to cooperate with the Grantee and to allow the Grantee reasonable access to the Grantor's property in order for the Grantee to perform the above-described work.

6. Other conditions and provisions:

**TO HAVE AND TO HOLD** said temporary construction easement and said permanent 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 said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and premises are 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 set their hands and seals, or if 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.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

By:\_\_\_\_\_

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that \_\_\_\_\_ appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Type or Print Name of Notary Public)

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)

**Return to:**  
**Metropolitan Sewerage District of Buncombe County**  
**Attn: Susan Presley**  
**2028 Riverside Drive**  
**Asheville, NC 28804**

**STATE OF NORTH CAROLINA**  
**COUNTY OF BUNCOMBE**

**CONVEYANCE OF SEWER SYSTEM**  
**AND EASEMENT FOR**

**THIS CONVEYANCE OF SEWER SYSTEM AND EASEMENT** made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_, hereinafter referred to as the Grantor, to the **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).

**WITNESSETH:**

**THAT WHEREAS**, the Grantor has developed property known as \_\_\_\_\_ as shown on plats recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Buncombe County, North Carolina Registry and has sold lots with reference to said Plat; and

**WHEREAS**, the Grantor installed sewer lines and sewer related improvements (hereinafter Sewer Lines and Sewer Related Improvements) according to plans and specifications prepared by \_\_\_\_\_, an engineer licensed in the State of North Carolina and pursuant to permits issued by the Metropolitan Sewerage District of Buncombe County, North Carolina; and

**WHEREAS**, the Sewer Lines and Sewer Related Improvements constructed by the Grantor are shown on as-built drawings prepared by \_\_\_\_\_, entitled \_\_\_\_\_, and dated \_\_\_\_\_, reference to which drawings is made for a complete description of the Sewer Lines and Sewer Related Improvements; and

**WHEREAS**, the Grantor retained easements for the Sewer Lines and Sewer Related Improvements and said easements are shown on a plat map entitled \_\_\_\_\_, prepared by \_\_\_\_\_, PLS, dated \_\_\_\_\_ and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Buncombe County, North Carolina Registry, reference to which map is made for a more particular description of the exact location of the Sewer Lines and Sewer Related Improvements and easements therefor; and

**WHEREAS**, the Grantor now desires to convey to the Grantee and the Grantee is willing to accept the Sewer Lines and Sewer Related Improvements together with the easements therefore.

**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 Sewer Lines and Sewer Related Improvements together with easements therefor, together with the full right of reasonable access to and egress from said permanent easement over and upon the above-referenced Property or other property of Grantor from the nearest public road to have access to the Sewer Lines and Sewer Related Improvements in order to properly operate and maintain the Sewer Lines and Sewer Related Improvements and to repair and replace the Sewer Lines and Sewer Related Improvements as necessary. Such sewer system and easements being as shown on the maps and plats previously referred to herein. The easement being conveyed by the Grantor is a twenty foot permanent easement, the centerline of which is shown on the Plat Map at the Book and Page previously referred to herein. The twenty foot easement is such that it extends ten feet from the center point of the sewer line from any given point as the sewer line crosses the Grantor's property. The Grantor conveys an easement to the District such that, at any point along the sewer line crossing the Grantor's property, the District will have an easement extending ten feet from the center point of the sewer line whether the ten feet extends in a perpendicular direction from the center line, parallel to the boundary line of the Grantor's property, or in such other direction as is necessary to convey an easement extending ten feet from the center point of the sewer line at any point crossing the Grantor's property.

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

1. That the Grantee shall have the right, but not the obligation, to clear the permanent easement as shown on the maps and plats 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, trees and other obstructions, and to go upon said easement 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 and Sewer Related Improvements are under actual construction, have the right to use said permanent 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 the easement area after any necessary repair or replacement of the Sewer Lines and Sewer Related Improvements to approximately the same condition as existed prior to the repair or replacement.

4. That the Grantor shall have the rights to pass over and upon said permanent easement with appropriate roadways for the full use of its property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the Sewer Lines and Sewer Related Improvements constructed within said permanent easement. As to paved roads, the Grantee, in future repairs or maintenance of said Sewer Lines and Sewer Related Improvements, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed in connection with any repairs or maintenance. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

5. During the time the Grantor owns the property on which the permanent sewer easement is located, the Grantor agrees to indemnify, defend and hold harmless the Grantee from and against any claim for injury to person or property arising out of the use of the easement for walking trails or greenways provided such injury does not proximately result from the negligence, gross negligence or intentional act of the Grantee, its agents or employees. Should a deed conveying the subject walking trail or greenway containing the sewer easement be conveyed to a Property Owner's Association be recorded, the Association agrees to indemnify, defend and hold harmless the grantee from and against any claim for injury to person or property arising out of the use of the sewer easement for walking trails or greenways provided such injury does not proximately result from the negligence, gross negligence or intentional act of the Grantee, its agents or employees.

**TO HAVE AND TO HOLD** said Sewer Lines and Sewer Related Improvements together with the easements therefor unto said Grantee, its successors and assigns, forever upon the terms set forth herein.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is the owner of the Sewer Lines and Sewer Related Improvements and the easements therefor, and that said Sewer Lines and Sewer Related Improvements and the easements therefor are 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 Sewer Lines and Sewer Related Improvements and easements therefor unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hands and seals, or if corporate, has 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.

\_\_\_\_\_(SEAL)  
Grantor

\_\_\_\_\_(SEAL)  
Grantor

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that \_\_\_\_\_ appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Type or Print Name of Notary Public)

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]