

PREPARED BY: Asheville City Attorney's Office

AFTER EASEMENT HAS BEEN RECORDED, PLEASE SEND ORIGINAL TO:  
Gloria Smith, City of Asheville Water Department; P. O. Box 7148; Asheville, NC 28802.

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

Project No: \_\_\_\_\_

Project Location: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

**WATERLINE EASEMENT**

THIS WATERLINE EASEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_,  
and \_\_\_\_\_ (as individuals herein "Grantor," and  
the City of Asheville, a North Carolina Municipal Corporation, herein "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:

WHEREAS, Grantor has constructed a \_\_\_\_\_ waterline, crossing the lands of  
Grantor as described in Deed Book \_\_\_\_\_ Page \_\_\_\_\_ of the Buncombe County  
Registry, and now wishes to convey said waterline to the Grantee; and

WHEREAS, as a condition of acceptance, Grantee desires a perpetual right of way for  
ingress, egress, and regress to said waterline for the purpose of constructing, laying, replacing,  
enlarging and continuing general maintenance of said waterline; and

WHEREAS, the Grantor shall have the continuing right to cultivate and use the property  
subject to the waterline easement, provided that said use in no way interferes with the ability of  
said waterline to conduct water nor with the right of the Grantee, its successors and assigns to  
construct and maintain said waterline as set forth below.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which  
is hereby acknowledged, the Grantor hereby grants, dedicates and conveys unto the Grantee, its  
successors and assigns, a Waterline and Easement located as set forth below, said waterline  
easement being more particularly described as follows:

Being all of the Waterline and Easement Area as set forth in Plat Book \_\_\_\_\_, at  
Page \_\_\_\_\_, recorded in the Buncombe County Register of Deeds Office.

Further, Grantor hereby agrees and accepts all of the conditions required by Grantee as  
part of this acceptance as shown on said plat, and as set forth below:

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, enlarge, inspect and reconstruct within the permanent easement described above, waterlines for the transmission of water for public use, together with the right to do all things necessary or convenient thereto.
- B. The Grantee, its officers, agents and employees shall have the right to go to and from the permanent easement at all times across the Real Property by such route or routes as shall cause Grantor the least practicable inconvenience, as determined in Grantee's sole discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of the Real Property which are separated from the permanent easement by any public road now or hereafter crossing the Real Property. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said permanent easement.
- C. The Grantee shall have the right to clear the permanent easement and keep the same cleared at all times, and to remove therefrom all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantee shall have the right to erect and maintain structures for access to the waterlines and for controlling water flowing through said waterline and the right to install, operate and maintain other equipment necessary for transmitting water.
- E. The Grantor shall at all times, have the right to use said permanent easement for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, the Grantor shall not: (1) cause the waterline to be undermined in any way; (2) cause electric, telephone or television cable lines to be constructed within the permanent easement; (3) cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the permanent easement; or (4) cause Grantee's facilities or use of said permanent easement to be interfered with or endangered by Grantor, its heirs, successors and assigns.
- F. The Grantor hereby releases and forever discharges, the Grantee, its successors and assigns, from any and all claims associated with Grantee's use of the permanent easement crossing the Real Property, said use to include all purposes for which the Grantee is authorized to utilize the easement contained therein and provided by law.
- G. The easement, covenants, terms and conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants Grantee's quiet enjoyment of the easement.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto caused this waterline easement to be duly executed by its authorized officials on the day and year set forth below:

By: \_\_\_\_\_  
(Grantor)

By: \_\_\_\_\_  
(Grantor)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State do hereby certify that  
\_\_\_\_\_, and \_\_\_\_\_,  
(Grantor) (Grantor)

personally appeared before me this day and executed the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

Type or Print Name: \_\_\_\_\_

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