BUNCOMBE COUNTY SCHOOLS
MAINTENANCE & FACILITIES DEPARTMENT

175 Bingham Road
Asheville, North Carolina 28806
(828)232-4244
www.buncombe.k12.nc.us

Jennifer Reed, Ed.D.
Superintendent

Clark Wyatt
Director of Maintenance & Facilities

TO: Dr. Jennifer Reed
Superintendent

FROM: Clark Wyatt
Director of Maintenance & Facilities

DATE: October 27, 2026

SUBJECT: WD Williams Elementary School – MSD Sewer System Easement

As part of the construction at WD Williams Elementary School, the Metropolitan Sewerage District of Buncombe County (MSD) has provided a document related to the sewer system serving the property. The document transfers ownership of the sewer lines and related improvements to MSD and gives MSD the easement and access needed to reach, operate, maintain, repair, and replace the system.

Approval is requested to proceed with the conveyance, with the document to be reviewed by legal counsel before being submitted for signature by the Board of Education.

RECOMMENDATION: Approve the sewer system easement with the Metropolitan Sewerage District of Buncombe County for the WD Williams Elementary School construction project, subject to review by the Board Attorney.

ATTACHMENT: MSD Sewer System and Easement and Supporting Documents

CC: Christy Jones, Principal
Chip Cody, Assistant Superintendent
Tina Thorpe, Chief Finance Officer
Beth Anderson, Assistant Director of Facilities

Prepared By and Return to: Owner's Attorney and
Metropolitan Sewerage District of Buncombe County
Attn: Planning and Development Manager
2028 Riverside Drive
Asheville, NC 28804

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CONVEYANCE OF SEWER SYSTEM AND EASEMENT FOR MSD Project Name and #

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 _____ and being all of that property described in the deed recorded in Book _____ at Page _____ of the Buncombe County, North Carolina Registry; 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 asbuilt drawings prepared by _____, entitled _____, 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 variable width easements being as shown on the maps and plats previously referred to herein.

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 regraveling, 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 regraveling 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, 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.

6. Except for the easements herein conveyed to Grantee, Grantee hereby relinquishes, abandons and releases and conveys to Grantor any and all right, claim or interest Grantee has in and to any right-of-way or easement over, across or under any portion of the Property. Without limiting the generality of the foregoing, Grantee hereby relinquishes, abandons, and releases and conveys to Grantor any easement or right-of-way Grantee has or may have over the areas marked "_____" shown on the Plat to the extent such areas are located on the Property.

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.

TO HAVE AND TO HOLD said Sewer Line 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 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:

_____

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

By: _____ (SEAL)

Print Name: _____
Title_____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, certify that _____, in his capacity as _____ of Metropolitan Sewerage District of Buncombe County, North Carolina and by authority duly given 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__.

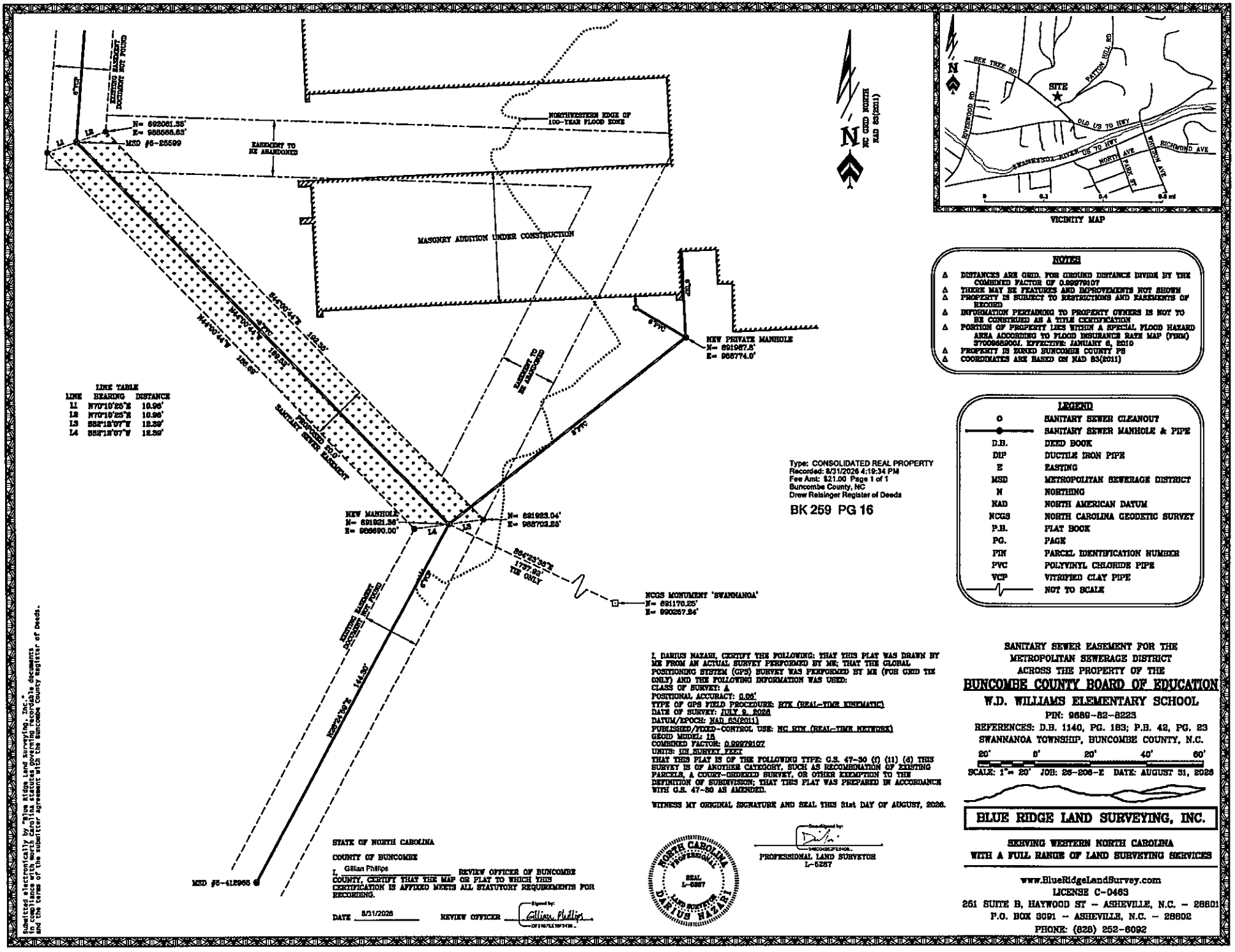
[SEAL]

_____
NOTARY PUBLIC

My Commission Expires:

_____

cusign Envelope ID: 870A1183-4638-9BEA-83A4-35EA4CAF9E9D



VICINITY MAP

NOTES

- Δ DISTANCES ARE GRID. FOR GROUND DISTANCE DIVIDE BY THE COMBINED FACTOR OF 0.999779107
- Δ THERE MAY BE FEATURES AND IMPROVEMENTS NOT SHOWN
- Δ PROPERTY IS SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD
- Δ INFORMATION PERTAINING TO PROPERTY OWNERS IS NOT TO BE CONSTRUED AS A TITLE CERTIFICATION
- Δ PORTION OF PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) 3700968200J. EFFECTIVE: JANUARY 6, 2010
- Δ PROPERTY IS ZONED BUNCOMBE COUNTY PS
- Δ COORDINATES ARE BASED ON NAD 83(2011)

LEGEND

○	SANITARY SEWER CLEANOUT
—●—	SANITARY SEWER MANHOLE & PIPE
D.B.	DEED BOOK
DIP	DUCTILE IRON PIPE
E	EASTING
MSD	METROPOLITAN SEWERAGE DISTRICT
N	NORTHING
NAD	NORTH AMERICAN DATUM
NCGS	NORTH CAROLINA GEODETIC SURVEY
P.B.	PLAT BOOK
PG.	PAGE
PIN	PARCEL IDENTIFICATION NUMBER
PVC	POLYVINYL CHLORIDE PIPE
VCP	VITRIFIED CLAY PIPE
—~—	NOT TO SCALE

Type: CONSOLIDATED REAL PROPERTY
Recorded: 8/31/2026 4:19:34 PM
Fee Amt: $21.00 Page 1 of 1
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 259 PG 16

I, DARIUS NAZARI, CERTIFY THE FOLLOWING: THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY WAS PERFORMED BY ME (FOR GRID TIE ONLY) AND THE FOLLOWING INFORMATION WAS USED:
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.05'
TYPE OF GPS FIELD PROCEDURE: RTK (REAL-TIME KINEMATIC)
DATE OF SURVEY: JULY 9, 2026
DATUM/EPOCH: NAD 83(2011)
PUBLISHED/FIXED-CONTROL USE: NC RTN (REAL-TIME NETWORK)
GEOID MODEL: 18
COMBINED FACTOR: 0.999779107
UNITS: US SURVEY FEET
THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f) (11) (d) THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION TO THE DEFINITION OF SUBDIVISION; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 31st DAY OF AUGUST, 2026.

Signed by:
DARIUS NAZARI
PROFESSIONAL LAND SURVEYOR
L-5287

NORTH CAROLINA PROFESSIONAL SEAL L-5287 LAND SURVEYOR DARIUS NAZARI

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

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

DATE 8/31/2026 REVIEW OFFICER Signed by: Gillian Phillips

SANITARY SEWER EASEMENT FOR THE
METROPOLITAN SEWERAGE DISTRICT
ACROSS THE PROPERTY OF THE

BUNCOMBE COUNTY BOARD OF EDUCATION

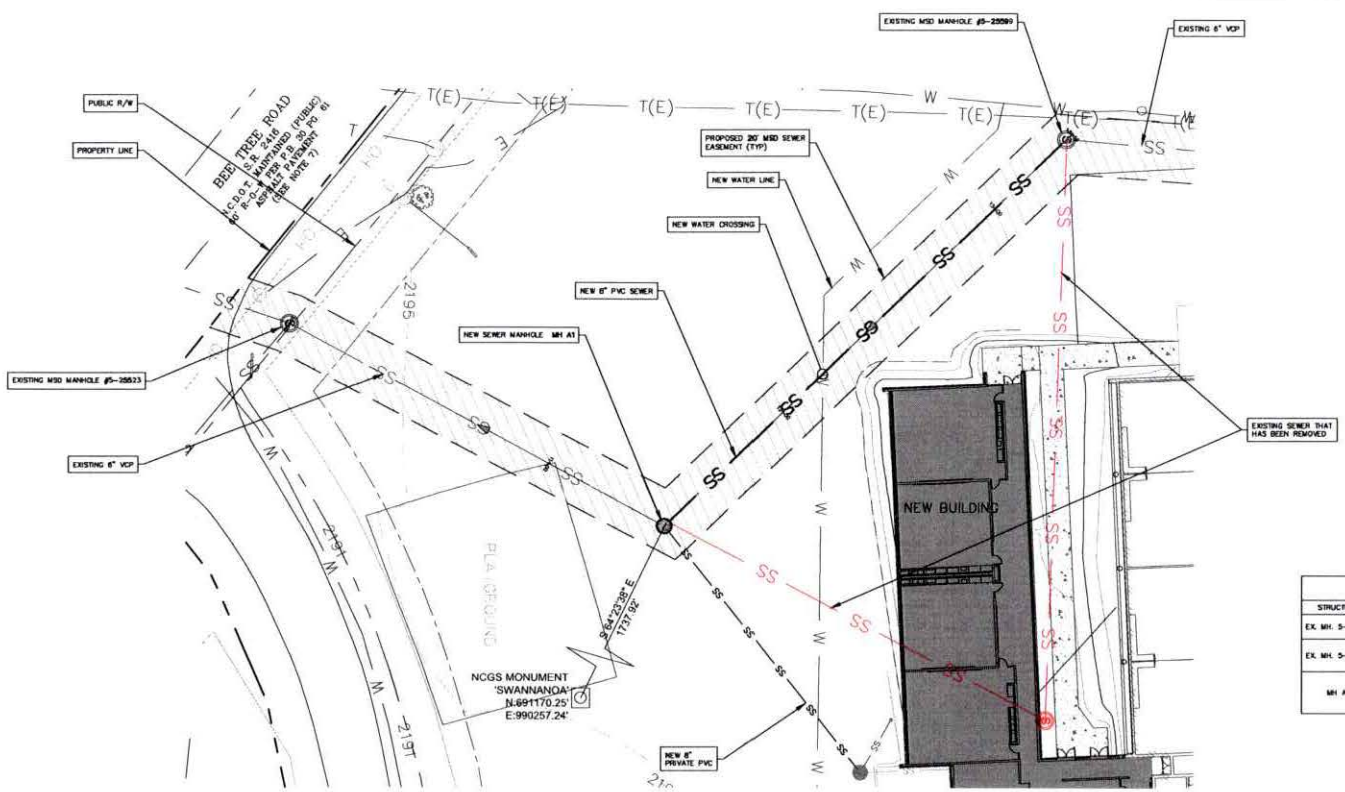
W.D. WILLIAMS ELEMENTARY SCHOOL

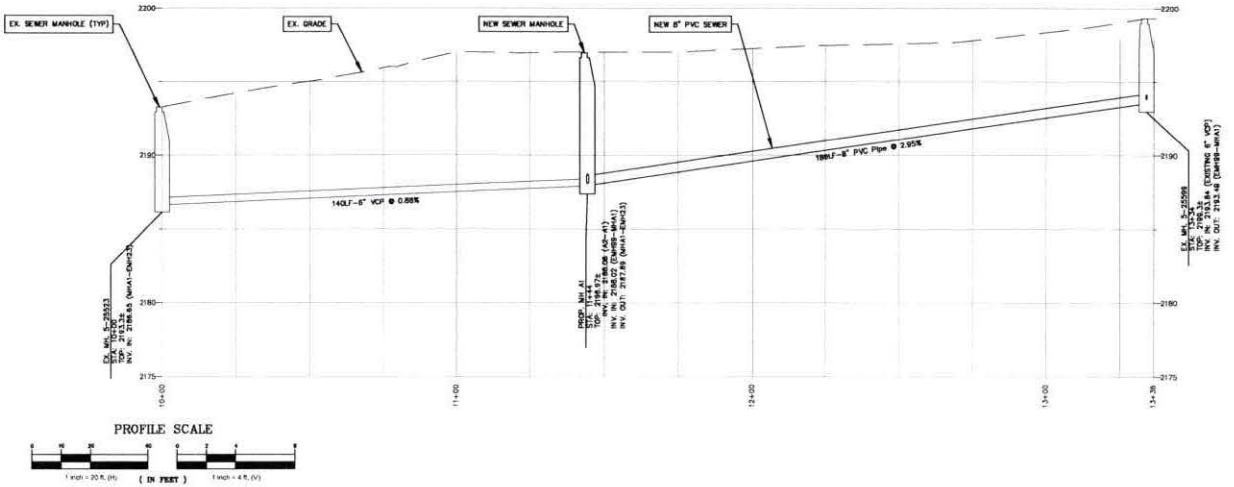
PIN: 9689-82-8223
REFERENCES: D.B. 1140, PG. 183; P.B. 42, PG. 23
SWANNANOA TOWNSHIP, BUNCOMBE COUNTY, N.C.

20' 0' 20' 40' 60'
SCALE: 1"= 20' JOB: 26-206-E DATE: AUGUST 31, 2026

BLUE RIDGE LAND SURVEYING, INC.
SERVING WESTERN NORTH CAROLINA
WITH A FULL RANGE OF LAND SURVEYING SERVICES
www.BlueRidgeLandSurvey.com
LICENSE C-0463
251 SUITE B, HAYWOOD ST – ASHEVILLE, N.C. – 28801
P.O. BOX 3091 – ASHEVILLE, N.C. – 28802
PHONE: (828) 252-6092

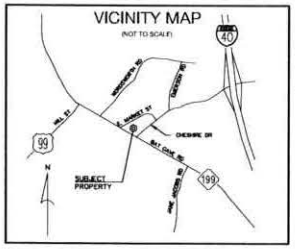
Submitted electronically by "Blue Ridge Land surveying, Inc."
In compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.





PROFILE SCALE

1 inch = 20 ft. (H) 1 inch = 4 ft. (V) (IN FEET)



DEVELOPMENT DATA

OWNER/DEVELOPER:	BUNCOMBE COUNTY SCHOOLS 175 BINGHAM ROAD ASHEVILLE, NC 28806
CONTACT:	CLARK WYATT (828) 733-1063
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 168 PATTON AVENUE ASHEVILLE, NC 28801
CONTACT:	MICHAEL CAIN, P.E. (828) 252-5386
ARCHITECT:	MCMILLAN PAZDAN SMITH ARCHITECTURE 47 RANKIN AVE, SUITE 141 ASHEVILLE, NC 28801
CONTACT:	NATE WOOD, AIA (828) 398-5016

PROJECT DATA

PIN:	9689-82-8223
ADDRESS:	161 BEE TREE RD
DEED BOOK/PAGE:	1140/0183
PROJECT ACREAGE:	13.5 ACRES
CURRENT ZONING:	PS
SETBACKS:	
FRONT:	20'
SIDES:	10'
REAR:	20'
DISTURBED AREA:	1.90 AC

STRUCTURE TABLE
(INVERTS BASED ON 2D LENGTH TO INSIDE EDGES)

STRUCTURE	STATION	STRUCTURE DETAILS	DEPTH	DESCRIPTION
EX. MH: 5-25523	10+00	RIM 2193.3 INV. IN 2186.65 (MHA1-EMH23)	6.6'±	EXISTING MANHOLE
EX. MH: 5-25599	13+34	RIM 2196.3 INV. IN 2193.84 (EXISTING 6" VCP) INV. OUT 2193.49 (EMH99-MHA1)	5.8'±	EXISTING MANHOLE
MH A1	11+44	RIM 2197.0 INV. IN 2188.09 (A2-A1) INV. IN 2186.02 (EMH99-MHA1) INV. OUT 2187.89 (MHA1-EMH23)	9.1'±	MANHOLE

PIPE TABLE
(SLOPES BASED ON 2D LENGTH TO INSIDE EDGES)

PIPE NAME	SIZE	LENGTH	SLOPE	MATERIAL
EMH99-MHA1	8"	198'	2.95%	PVC Pipe

CROSSING INFORMATION FOR STORM AND WATER PIPES ARE BASED ON DESIGN VALUES, MINIMUM COVER, AND MINIMUM SEPARATION IN THE FIELD (NOT SURVEY INFORMATION).

SURVEY INFORMATION PROVIDED BY:
DARIUS NAZARI, PLS L-5257
BLUE RIDGE LAND SURVEYING INC.
NAD 83, NAVD 88

NAD 83

NORTH

SANITARY SEWER
AS-BUILT
GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

84 COXE AVENUE - SUITE 200
ASHEVILLE, NC 28801
PHONE (828) 210-1088

110 WEST 1ST AVENUE, SUITE A
GASTON, SC 29053
PHONE (864) 243-8272

33 WALNUT STREET - SUITE B
WILMINGTON, NC 28401
PHONE (828) 483-4416

CDC Civil Design Concepts, PA
www.cdcpa.com
NCBELS #: C-2164 SCLLR #: 4797

NO.	DATE	DESCRIPTION	BY
	07/31/2025	MSD AS-BUILT DRAWING	JAA

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 047788 MICHAEL J. CAIN

SEWER PLAN REVIEW

WD WILLIAMS ELEMENTARY SCHOOL

BUNCOMBE COUNTY SCHOOL DISTRICT - BUNCOMBE COUNTY, NC

DRAWN BY: JAA
CDC PROJECT NO.: 2250
MSD PROJECT NO.: 2024133

SHEET
C701