
This instrument prepared by Strom & Taylor, PLLC, J. Scott Taylor, 95 Depot St. Waynesville, NC 28786.

GRANTOR[S]: _____

PIN: _____

DEED BOOK _____ PAGE _____

WATER AGREEMENT

THIS AGREEMENT made and entered into by JUNALUSKA SANITARY DISTRICT, a body politic, [herein “the District”] and the undersigned owner[s] [herein individually and/or collectively referred to as “Grantor”].

WHEREAS, the District is a sanitary district established pursuant to N.C.G.S. Section 130A-47 *et seq.*, which desires to construct, operate, maintain, inspect, repair and/or replace water lines and appurtenant structures and/or apparatus [including manholes, valves and access covers] useful for the transmission of water and [herein “the Pipelines”], the size, design and placement of which within the Permanent Easement shall at all times be and remain in the sole discretion of the District.

WHEREAS, Grantor is the owner of real property located within the District’s service boundary in the Township of Clyde, Haywood County, North Carolina, as described in that conveyance to Grantor recorded in aforementioned Parcel Identification Number and Deed Book and Page, Haywood County Registry, [herein “the Property”].

WHEREAS, the parties desire to define the relative rights of the parties in respect to the matters addressed herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged,

IT IS HEREBY AGREED as follows:

- 1) **GRANTOR CONVEYANCES.** In consideration of the mutual promises and the delivery of other good and valuable consideration, the receipt of which is hereby mutually acknowledged, Grantor hereby grants, transfers, bargains, sells and conveys in fee simple to the District the following as it pertains to notated areas on the drawings to be maintained on file at the District office, entitled “HCC/Oak Park Low Pressure Water Line Rehabilitation for Junaluska Sanitary District, Project # SRF-D-2059” plan prepared by Jeffrey T. Brown, P.E., latest revision on March 3, 2026:
 - a) **“Pipelines”**—All right, title and ownership in all water lines and any appurtenant structures, including but not limited to manholes, pumps, meters, junction boxes and all other equipment used to provide and maintain water services, up to the water meter. All such equipment shall be referenced herein as “Pipelines,” and shall include any such water equipment shown in any “Waterline Easement” shown in any drawing attached hereto. The Grantor and its assigns are responsible for any water lines from the meter to the residence.
 - b) **Permanent Easement** – A permanent easement and right-of-way [herein “the Permanent Easement”] twenty [20] feet in width, under, upon, over, through and across the Property for the purposes of constructing, operating, maintaining, inspecting, repairing and/or replacing the Pipelines, the width and location of which is shown on the drawings attached hereto entitled “HCC/Oak Park Low Pressure Water Line Rehabilitation for Junaluska Sanitary District, Project # SRF-D-2059” plan prepared by Jeffrey T. Brown, P.E., latest revision on March 3, 2026, made a part hereof, the original of which is on file at the District Office, which Permanent Easement shall be appurtenant to and run with the title of the lands of the.
 - c) **Maintenance Easement** – A permanent maintenance easement and right-of-way [herein “the Maintenance Easement”] twenty [20] feet in width for the purposes of maintaining, inspecting, repairing and/or replacing the Pipelines shall be

located in the same location as the Permanent Easement, which Maintenance Easement shall be appurtenant to and run with the title of the lands of the parties; shall not be blocked or obstructed in any way by Grantor; shall have no structure erected, constructed and/or placed upon it except as may be placed by Grantor in the construction, maintenance, repair or replacement of the Pipelines; shall include the right of the District to cut trees and other vegetation that, in the opinion of the District, obstruct, endanger or are otherwise detrimental to the Pipelines; and shall include the right of the District to enter thereon for the purpose of constructing, maintaining, inspecting, repairing and/or replacing the Pipelines. The District shall be responsible for damage occurring outside the Maintenance Easement that may occur as a direct result of the construction, maintenance, repair or replacement of the Pipelines by the District and shall cut and leave for disposition by Grantor merchantable timber or pulpwood removed during maintenance activities. The District shall be responsible for re-gravelling, tamping and patching only those portions of paved roadways disturbed by the activities of the District.

- d) **Access Easement** – A permanent easement twenty [20] feet in width for the purposes of gaining access to the Permanent Easement and operating, maintaining, inspecting, repairing and/or replacing the Pipelines shall be located in the same location as the Permanent Easement, which Access Easement shall be appurtenant to and run with the title of the lands of the parties; and shall be over and across all of the roadways and driveways located within or upon the Property. In addition, the District shall have the right to access the Permanent Easement and the Pipelines along such other route[s] as may appear to the District to impose the least burden upon the Property and Grantor's contemporaneous use of the Property. The District shall be responsible for damage occurring outside the Access Easement that may occur as a direct result of the access by the District and shall cut and leave for disposition by Grantor merchantable timber or pulpwood removed during access activities.
- 2) **RETAINED RIGHTS.** Grantor retains the right to use the Permanent Easement for any purpose not inconsistent with the operation, maintenance, inspection, repair and/or replacement of the Pipelines. Provided, Grantor shall not erect, construct or place any structure within the Permanent Easement that, in the opinion of the District, will or might block, obstruct, delay or interfere with access to the Pipelines by the District and shall not plant trees in the Permanent Easement, the roots of which, in the opinion of the District, will or might damage the Pipelines. Grantor shall not place fill over the Pipelines that contains organic or inorganic debris, but may place fill over the Pipelines but only to a maximum depth of twelve [12] feet measured vertically from the bottom of the Pipelines and only as is otherwise acceptable to the District.
- 3) **SERVICE HOOKUP.** The Property shall be connected to the Pipelines and use the sewer and water services provided by the District to provide sewer and water services for any dwelling or commercial building located upon the Property. Grantor shall abide by and be subject to the pricing requirements, rules and regulations promulgated from time to time by the District for the connection to and use of the sewer and water services provided by the District.
- 4) **PARTIES.** The rights and duties arising from this instrument shall inure to the parties and to their respective heirs, successors and/or assigns and any reference to "Grantor" or "the District" shall be construed to include their respective heirs, successors and/or assigns as the case may be.

IN WITNESS WHEREOF on the day and year indicated in the respective notarizations, the parties have caused this instrument to be duly executed in their respective names for the purposes herein stated or by their duly authorized representatives as their individual official act.

--SIGNATURE & NOTARY PAGE TO FOLLOW--