

**A RESOLUTION AUTHORIZING THE TOWN MANAGER  
TO EXECUTE OWASA SANITARY SEWER EASEMENTS  
Resolution No. 63/2005-06**

WHEREAS, OWASA has requested the Town of Carrboro to grant sanitary sewer easements at Baldwin Park and 408 Lloyd Street to decommission two existing pump stations on Lloyd Street and Starlite Drive;

WHEREAS, The Town of Carrboro owns the two parcels identified as Baldwin Park and 408 Lloyd Street;

WHEREAS, the easement document has been prepared, reviewed by the Town Attorney, and recommended for approval by the town staff;

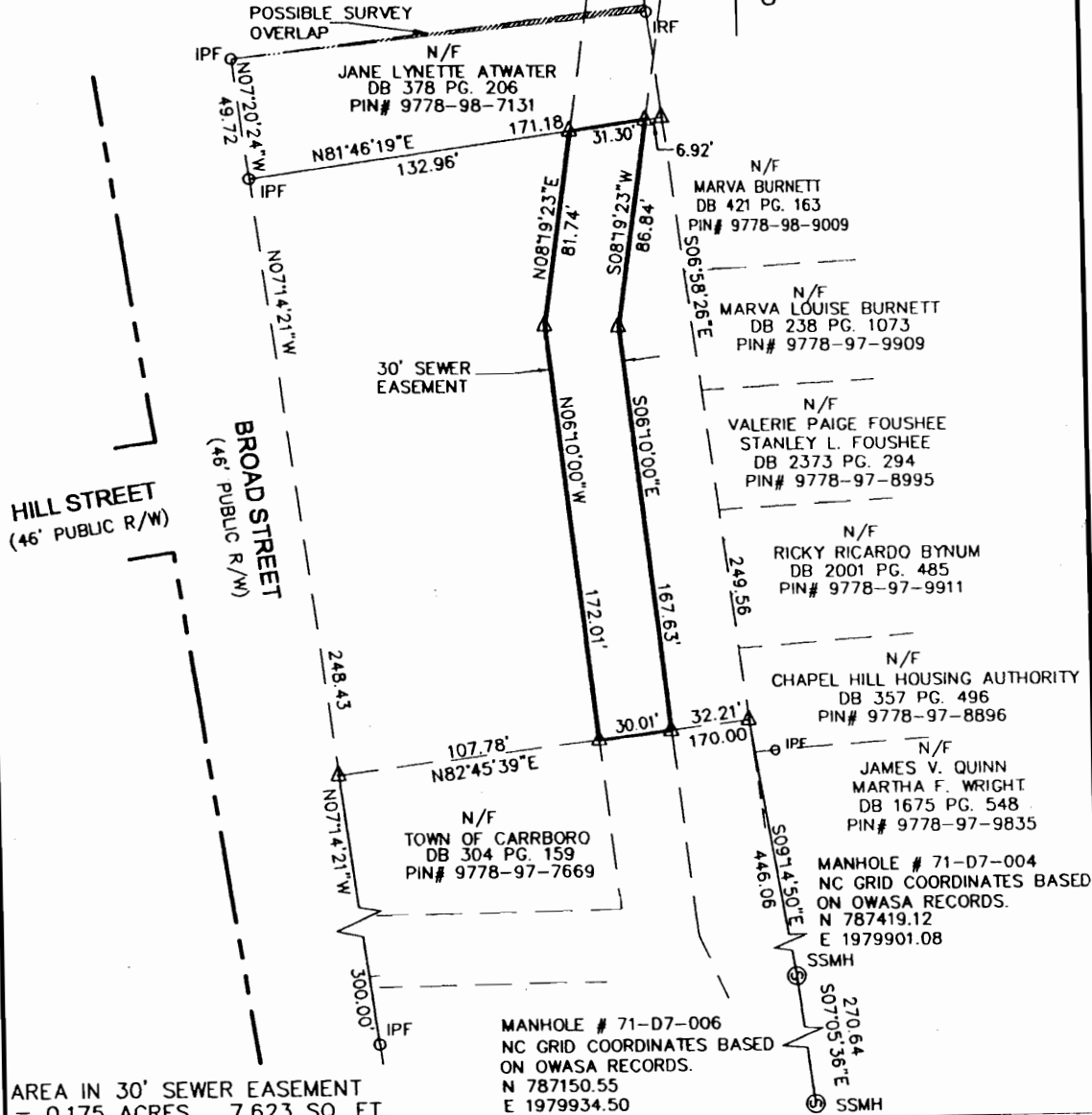
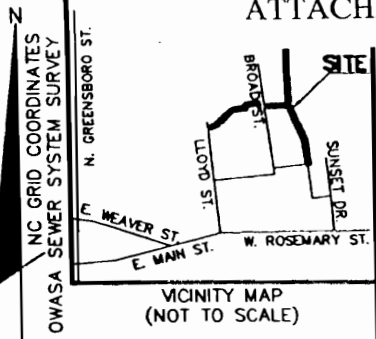
NOW, THEREFORE, BE IT RESOLVED by the Carrboro Board of Aldermen that the sanitary sewer easements across the parcels identified as Baldwin Park and 408 Lloyd Street are approved and the Town Manager is authorized to execute the documents for the granting of these easements to OWASA.

**THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.**

ATTACHMENT B-1

**NOTE**

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. (UNLESS OTHERWISE STATED)
2. NO NC GRID MONUMENT IS WITHIN 2000' OF SURVEYED TRACT.
3. ALL BEARINGS ARE BASED ON SEWER ASBUILT INFORMATION PROVIDED BY OWASA.
4. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. AREA WAS COMPUTED BY COORDINATES METHOD.



AREA IN 30' SEWER EASEMENT = 0.175 ACRES 7,623 SQ. FT.

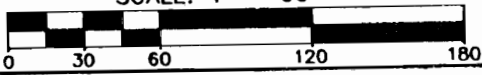
I, ROBIN L. LEE, PLS., L-3759  
 HEREBY CERTIFY THAT THIS 30' SEWER EASEMENT WAS  
 DRAWN UNDER MY SUPERVISION, DEED DESCRIPTION  
 RECORDED IN DEED BOOK 331, PAGE 586, THAT  
 THE RATIO OF PRECISION IS BETTER THAN 1:10,000  
 WITNESS MY HAND AND SEAL THIS 13 DAY OF April, 2005

ROBIN L. LEE, PLS. L-3759  
 DRAWING NAME: VETCO-15190012.DWG REVISED: 4-07-05 NEW ALIGNMENT DMB 0

**LEGEND**

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- PK PK NAIL
- SQ. FT. SQUARE FEET
- SSMH MANHOLE (SEWER)
- △ CALCULATED POINT

SCALE: 1" = 60'



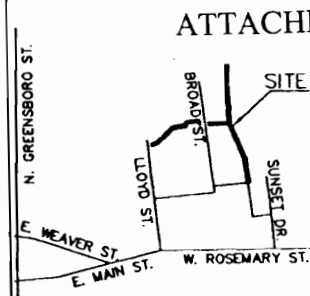
**MCKIM & CREED**  
 ENGINEERS, SURVEYORS, AND PLANNERS  
 200 MACKENAN DRIVE  
 SUITE 200  
 CARY N.C. 27511  
 TEL: (919) 233-8091

**EXHIBIT A**  
 30' SANITARY SEWER EASEMENT  
 ACROSS PROPERTY OF  
 TOWN OF CARRBORO  
 FOR  
 ORANGE WATER AND SEWER AUTHORITY  
 SCALE: 1"=60' DATE: 10-29-03  
 CHAPEL HILL TOWNSHIP ORANGE COUNTY NORTH CAROLINA

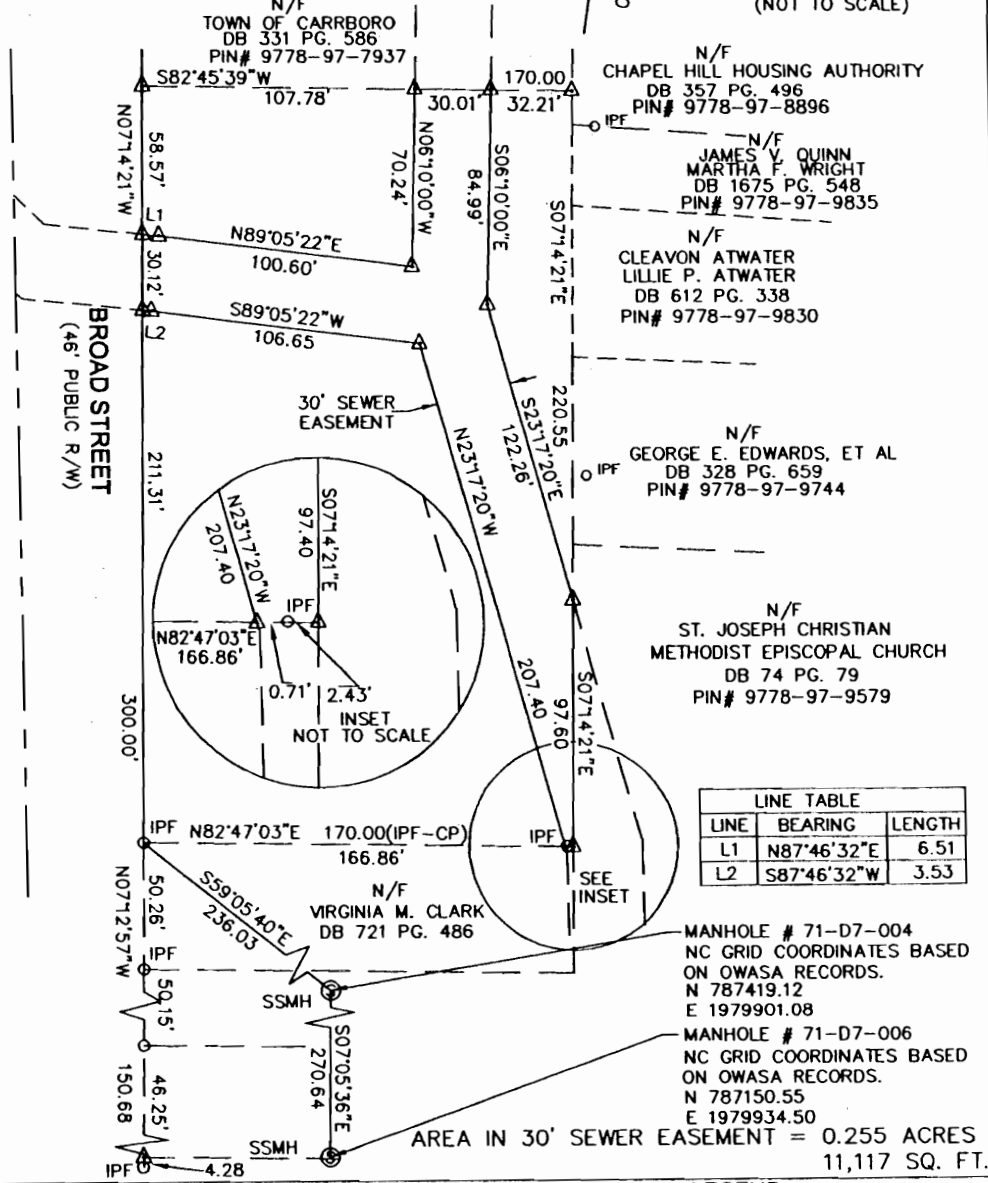
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NOTE

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5. AREA WAS COMPUTED BY COORDINATES METHOD.



VICINITY MAP (NOT TO SCALE)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°46'32"E	6.51
L2	S87°46'32"W	3.53

MANHOLE # 71-D7-004  
NC GRID COORDINATES BASED ON OWASA RECORDS.  
N 787419.12  
E 1979901.08

MANHOLE # 71-D7-006  
NC GRID COORDINATES BASED ON OWASA RECORDS.  
N 787150.55  
E 1979934.50

AREA IN 30' SEWER EASEMENT = 0.255 ACRES  
11,117 SQ. FT.

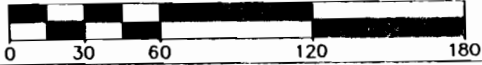
I, ROBIN L. LEE, PL 1-3759  
HEREBY CERTIFY THAT THIS 30' SEWER EASEMENT WAS DRAWN UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK 304, PAGE 159, THAT THE RATIO OF PRECISION IS BETTER THAN 1:10,000.  
WITNESS MY HAND AND SEAL THIS 13 DAY OF April, 2005.

ROBIN L. LEE, PL 1-3759  
DRAWING NAME: ME101F-15190012.DWG REVISED: 4-07-05 NEW ALIGNMENT DWG

LEGEND

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- PK PK NAIL
- SQ. FT. SQUARE FEET
- SSMH MANHOLE (SEWER)
- Δ CALCULATED POINT

SCALE: 1" = 60'



**MKIM & CREED**  
ENGINEERS, SURVEYORS, AND PLANNERS  
200 MACKENAN DRIVE  
SUITE 200  
CARY N.C. 27511  
TEL: (919) 233-8091

EXHIBIT A  
30' SANITARY SEWER EASEMENT  
ACROSS PROPERTY OF  
TOWN OF CARRBORO  
FOR  
ORANGE WATER AND SEWER AUTHORITY  
SCALE: 1"=60' DATE: 10-29-03  
CHAPEL HILL TOWNSHIP ORANGE COUNTY NORTH CAROLINA

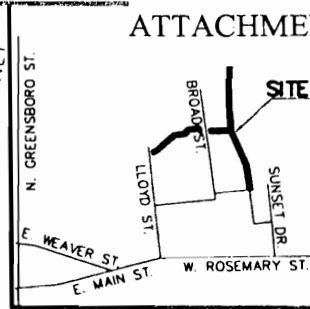
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

ATTACHMENT C

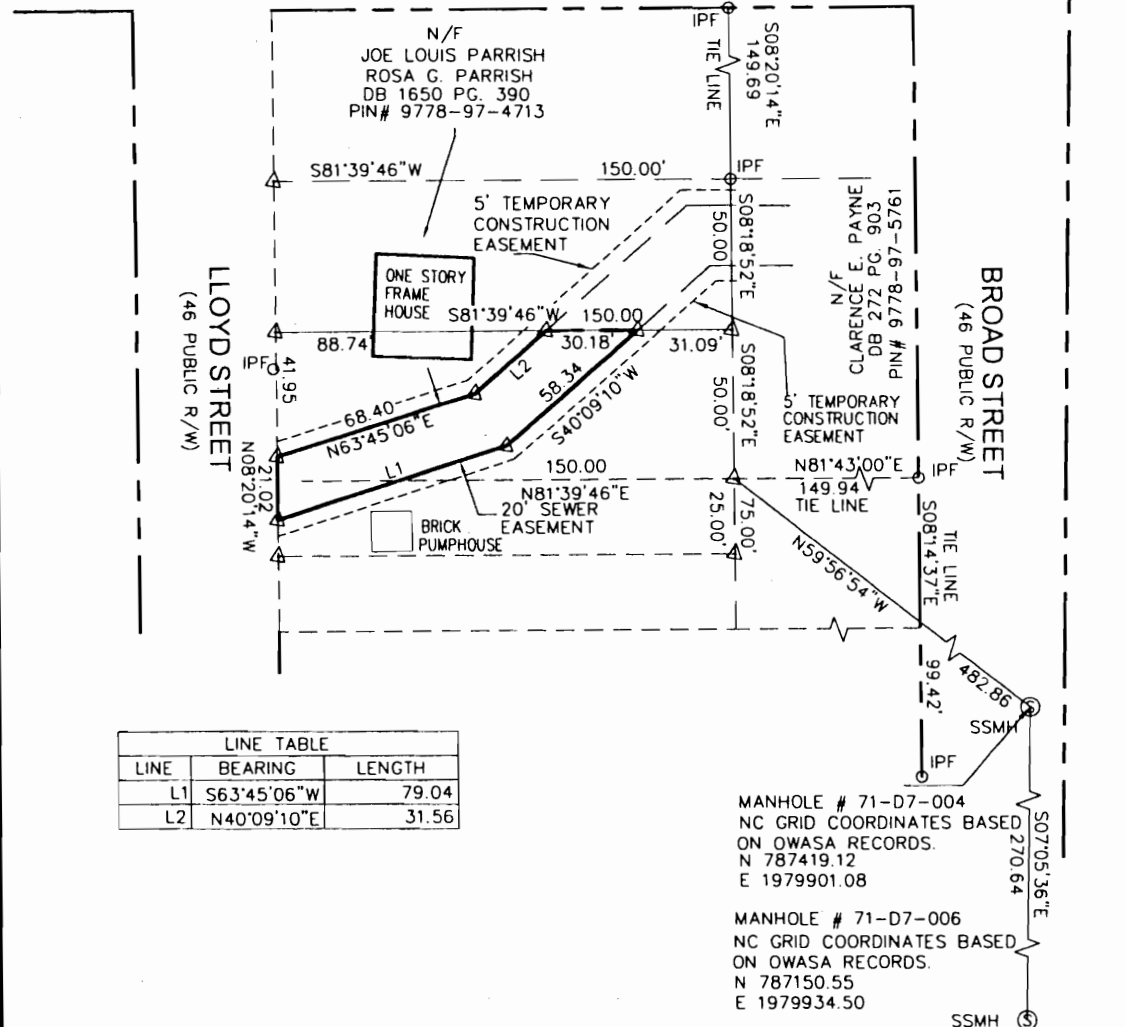
**NOTE**

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5. AREA WAS COMPUTED BY COORDINATES METHOD.

AREA IN 20' SEWER EASEMENT = 0.054 ACRES  
2,373 SQ. FT.



**HILL STREET**



LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°45'06"W	79.04
L2	N40°09'10"E	31.56

MANHOLE # 71-D7-004  
NC GRID COORDINATES BASED  
ON OWASA RECORDS.  
N 787419.12  
E 1979901.08

MANHOLE # 71-D7-006  
NC GRID COORDINATES BASED  
ON OWASA RECORDS.  
N 787150.55  
E 1979934.50

I, ROBIN L. LEE, PLS L-3759  
HEREBY CERTIFY THAT THIS 30' SEWER EASEMENT WAS  
DRAWN UNDER MY SUPERVISION, DEED DESCRIPTION  
RECORDED IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
THAT THE RATIO OF PRECISION IS BETTER THAN 1:10,000  
WITNESS MY HAND AND SEAL THIS 15<sup>TH</sup> DAY OF December, 2005.

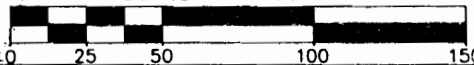
ROBIN L. LEE, PLS L-3759

DWG NAME: VE101A-15190012.DWG

REVISED: 5-5-04 TO 30' EASEMENT RLL  
REVISED: 8-3-05 NEW ALIGNMENT DAB  
REVISED: 12-12-05 TO 20' EASEMENT RLL

**LEGEND**

- IPF IRON PIPE FOUND
  - IRF IRON ROD FOUND
  - PK PK NAIL
  - SQ. FT. SQUARE FEET
  - SSMH MANHOLE (SEWER)
  - △ CALCULATED POINT
- SCALE: 1" = 50'



**MKIM & CREED**

ENGINEERS, SURVEYORS, AND PLANNERS  
200 MACKENAN DRIVE  
SUITE 200  
CARY N.C. 27511  
TEL: (919)233-8091

EASEMENT ACQUISITION PLAT  
OF  
20' SANITARY SEWER EASEMENT  
ACROSS PROPERTY OF  
TOWN OF CARRBORO  
FOR

ORANGE WATER AND SEWER AUTHORITY

SCALE: 1" = 50' DATE: 10-29-03  
CHAPEL HILL TOWNSHIP ORANGE COUNTY NORTH CAROLINA

NORTH CAROLINA  
ORANGE COUNTY

**DEED OF EASEMENT**

THIS DEED, made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between TOWN OF CARRBORO, a North Carolina Municipal Corporation, hereinafter referred to as Grantor, and ORANGE WATER AND SEWER AUTHORITY (OWASA), a public body and body politic and corporate created and existing under Article 1, Chapter 162A of the North Carolina General Statutes, with its principal office at 400 Jones Ferry Road, Carrboro, North Carolina, hereinafter referred to as Grantee.

**W I T N E S S E T H:**

WHEREAS, OWASA operates and maintains a public sewage collection system serving southern Orange County within and around the Towns of Chapel Hill and Carrboro, and for that purpose has constructed and proposes to construct lines of pipe and mains necessary for the proper transmission of sewage;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantor, the said Grantor does hereby give, grant, quitclaim, and convey unto OWASA, its successors and assigns, the right, privilege and perpetual easement to go in and upon those strips of land described herein and owned by the Grantor, lying and being in the Town of Carrboro, Orange County, North Carolina, and being more particularly described in the legal description of Parcel #11 attached hereto as Exhibit A and set forth on the survey attached hereto as Exhibit A-1 and in the legal description of Parcel #20 attached hereto as Exhibit B and set forth on the survey attached hereto as Exhibit B-1, said properties hereafter collectively referred to as "easement premises;"

And, OWASA as Grantee, shall have the right to construct and maintain in, under, upon, along and through said easement premises one or more lines of pipe and for the purpose of transmitting sewage as aforesaid, together with the right to construct and maintain in, under, upon, along and through said easement premises such manholes as shall be necessary in connection with the proper construction and operation of said sewage lines; Grantee shall also have the right of ingress and egress through, over and across the land of the Grantor to and from said easement premises at such reasonable times and in such reasonable manner as shall be necessary for the purpose of constructing, maintaining, inspecting and re-constructing said lines and/or manholes and of making all necessary alternations and repairs thereto. The lines of pipe shall be located at such point or points, elevation or elevations below the surface of the earth as shall be necessary for proper operation of the system, and shall be established at the proper grade for running said lines and for conveying sewage as aforesaid, and said manholes, if any, shall be at grade; and Grantee shall have the right, privilege and easement to clear and keep cleared the full width of the easement premises of and from brush, plants, trees, and all other

materials, obstructions, structures and encroachments of any kind as is necessary for the proper construction, operation and maintenance of said sewage transmission use of the easement premises, except that: Grantor may maintain, repair, replace and/or continue to use all park/playground structures, equipment and/or areas existing upon the easement premises at the time of the execution of this easement document; and Grantor may place within the easement premises movable park/playground structures, equipment, benches and areas subject to the restrictions detailed below. OWASA shall repair and/or replace any park/playground structures, equipment, benches and/or areas, and trees and/or landscaping, which are damaged, destroyed, and/or removed during the course of its initial construction on the said easement premises.

In all cases where there are roads or streets across the Grantor's property sufficient for the purpose of convenient ingress and egress to and from said easement premises, such roads or streets shall be used by Grantee when it is necessary to come in and upon said easement premises.

It is understood and agreed that the easement premises are currently used for park and playground purposes, and Grantee's use shall not unreasonably interfere with the continuation of said use. The Grantor shall retain the right to use the easement premises for other purposes, provided that such use shall not unreasonably interfere with the rights of the Grantee to use said easement premises for the purpose of transmitting sewage as aforesaid.

For purposes of this easement document and of the memorandum of understanding referred to herein, it is intended that the movable park/playground structures, equipment, benches and/or areas which are permitted within the easement premises shall not have foundations, footers, or reinforced steel in concrete, and shall be easily movable in the case of emergency. Grantee shall not be required to repair and/or replace same if they are damaged or destroyed during the course of Grantee's maintenance of the easement premises, but Grantee shall remove any damaged and/or destroyed pieces and restore the disturbed area to a safe condition immediately upon completion of maintenance work, or any use of the easement premises.

The Grantee shall be obligated, immediately upon the completion of any work pursuant to the easement conveyed herein, to remove from the Grantor's lot all refuse and debris produced in the course of such work, to backfill soil to grade and re-seed any area that has been disturbed, and to repair, restore and/or replace any park/playground structures, equipment, benches and/or areas which were existing at the time of execution of this easement document and which are disturbed during the course of Grantee's use of the easement premises.

It is understood and agreed that failure of the Grantee to construct improvements within the said easement premises and/or to clear or keep cleared said easement premises, shall not impair any of the rights, privileges and easements conveyed to the Grantee hereunder. No building or structure of any kind, except as constructed by the Grantee, shall be located or erected upon the easement premises, except as set forth above in connection with Grantor's continued use of the easement premises for park and/or playground purposes.

It is understood and agreed by all parties to this Agreement that the following conditions and stipulations are hereby included:

OWASA's use of the easement premises shall be in conformance with the construction plans approved by, and the Zoning Permit issued by, the Town of Carrboro Planning Department;

TO HAVE AND TO HOLD the rights, privileges and easements as aforesaid, in, under, upon, along and through said premises to OWASA, its successors and assigns.

IN WITNESS WHEREOF, the Town of Carrboro has caused this instrument to be executed the day and year first above written.

TOWN OF CARRBORO, Grantor

By: \_\_\_\_\_(SEAL)  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

ORANGE WATER AND SEWER AUTHORITY

By: \_\_\_\_\_(SEAL)  
\_\_\_\_\_

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NORTH CAROLINA  
ORANGE COUNTY

I, a Notary Public in and for the county and state aforesaid, do certify that Sarah Williamson personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Carrboro, North Carolina, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

My commission expires: \_\_\_\_\_ (S E A L)

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NORTH CAROLINA  
ORANGE COUNTY

I, a Notary Public in and for the county and state aforesaid, do certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the \_\_\_\_\_ of Orange Water and Sewer Authority, 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 him/her as its \_\_\_\_\_.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

My commission expires: \_\_\_\_\_

(S E A L)



NORTH CAROLINA  
ORANGE COUNTY

**DEED OF EASEMENT**

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**W I T N E S S E T H:**

WHEREAS, OWASA operates and maintains a public sewage collection system serving southern Orange County within and around the Towns of Chapel Hill and Carrboro, and for that purpose has constructed and proposes to construct lines of pipe and mains necessary for the proper transmission of sewage;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantor, the said Grantor does hereby give, grant, quitclaim, and convey unto OWASA, its successors and assigns, the right, privilege and perpetual easement to go in and upon those strips of land described herein and owned by the Grantor, lying and being in the Town of Carrboro, Orange County, North Carolina, and being more particularly described in the legal description of Parcel # 47 attached hereto as Exhibit A and set forth on the survey attached hereto as Exhibit A-1, and hereafter referred to as the "easement premises;"

And, OWASA as Grantee, shall have the right to construct and maintain in, under, upon, along and through said easement premises one or more lines of pipe for the purpose of transmitting sewage as aforesaid, together with the right to construct and maintain in, under, upon, along and through said easement premises such manholes as shall be necessary in connection with the proper construction and operation of said sewage lines; Grantee shall also have the right of ingress and egress through, over and across the land of the Grantor to and from said easement premises at such reasonable times and in such reasonable manner as shall be necessary for the purpose of constructing, maintaining, inspecting and re-constructing said lines and/or manholes and of making all necessary alternations and repairs thereto. The lines of pipe shall be located at such point or points, elevation or elevations below the surface of the earth as shall be necessary for proper operation of the system, and shall be established at the proper grade for running said lines and for conveying sewage as aforesaid, and said manholes, if any, shall be at grade; and Grantee shall have the right, privilege and easement to clear and keep cleared the full width of the easement premises of and from brush, plants, trees, and all other materials, obstructions, structures and encroachments of any kind as is necessary for the proper construction, operation

and maintenance of said sewage transmission use of the easement premises. The Grantor shall retain the right to use the easement premises provided that such use shall not unreasonably interfere with the right of the Grantee to use said easement premises for the purpose of transmitting sewage as aforesaid. In all cases where there are roads or streets across the Grantor's property sufficient for the purpose of convenient ingress and egress to and from said easement premises, such roads or streets shall be used by Grantee when it is necessary to come in and upon said easement premises for the purposes aforesaid.

It is understood and agreed that failure of the Grantee to construct improvements within the said easement premises and/or to clear or keep cleared said easement premises, shall not impair any of the rights, privileges and easements conveyed to the Grantee hereunder. No building or structure of any kind, except as constructed by the Grantee, shall be located or erected upon the above-described easement premises, except that Grantor may construct a parking/driveway area therein.

The Grantee shall be obligated, immediately upon the completion of any work pursuant to the easement conveyed herein, to remove from the Grantor's lot all refuse and debris produced in the course of such work, and to backfill soil to grade and re-seed any area that has been disturbed, and to repair and restore any drives or parking areas disturbed in the course of this work.

It is understood and agreed by all parties to this Agreement that the following conditions and stipulations are hereby included:

OWASA's use of the easement premises shall be in conformance with the construction plans approved by, and Zoning Permit issued by, the Town of Carrboro Planning Department;

TO HAVE AND TO HOLD the rights, privileges and easements as aforesaid, in, under, upon, along and through said premises to OWASA, its successors and assigns.

IN WITNESS WHEREOF, the Town of Carrboro has caused this instrument to be executed the day and year first above written.

TOWN OF CARRBORO, Grantor

By: \_\_\_\_\_ (SEAL)  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

ORANGE WATER AND SEWER AUTHORITY

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_

\*\*\*\*\*

NORTH CAROLINA  
ORANGE COUNTY

I, a Notary Public in and for the county and state aforesaid, do certify that Sarah Williamson personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Carrboro, North Carolina, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

My commission expires: \_\_\_\_\_

( S E A L )

\*\*\*\*\*

NORTH CAROLINA  
ORANGE COUNTY

I, a Notary Public in and for the county and state aforesaid, do certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the \_\_\_\_\_ of Orange Water and Sewer Authority, 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 him/her as its \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

( S E A L )