

**NORTH CAROLINA
JACKSON COUNTY**

THIS AGREEMENT TO CREATE AN EASEMENT FOR STORM DRAIN PIPE, is made this 5th day of April, 2022 by and between **CULLOWHEE VOLUNTEER FIRE DEPARTMENT, INC.**, P.O. Box 2470, Cullowhee, NC 28723, hereinafter referred to as “The Fire Department” and **THE COUNTY OF JACKSON**, a body politic and subdivision of the State of North Carolina, 401 Grindstaff Cove Road, Sylva, NC 28779, hereinafter referred to as “The County” and jointly referred to as “The Parties”.

RECITALS:

WHEREAS, The Fire Department is the owner of those certain tracts of land lying and being in Jackson County, North Carolina and being more particularly described in that certain deed recorded in Book 2014, at Page 279 in the Jackson County Public Registry and being Lot A2 containing 1.217 acres and Lot B containing 2.903 acres as shown on that certain plat recorded in Plat Cabinet 20 at Slide 131 in the Jackson County Public Registry, and being Jackson County Tax Parcel Numbers 7549-72-5549 and 7549-82-0634; and

WHEREAS, The County is the owner of that certain tract of land lying and being in Jackson County, North Carolina and being more particularly described in that deed recorded in Book 2207 at Page 1168 in the Jackson County Public Registry and being Lot A1 containing approximately 3.10 acres as shown on that certain plat recorded in Plat Cabinet 20 at Slide 131 in the Jackson County Public Registry, hereinafter “the Plat”, and being Jackson County Tax Parcel Number 7549-82-1729; and

WHEREAS, Fire Department has recently completed construction of a building on Lot B and the construction plans called for the 4 inch PVC storm drain pipe P19 to follow the eastern boundary of Lot B to the stormwater sand filter also located on Lot B and where large boulders in the fill along the embankment have made it difficult to follow the construction plans; and

WHEREAS, Fire Department desires an easement from the County to relocate the 4 inch PVC detention storm drainage pipe P19 over County property; and

WHEREAS, The County is agreeable to an easement on its property for stormwater drain pipes so long as the easement lies between the Fire Department property line and the existing fence line on the County property and is installed at a minimum of 1% positive drainage slope and shall have a minimum vertical clear separation from existing gravity sewer of 2 feet as shown as Revised Proposed Location For 4” PVC Detention Release Storm P19 on the attached Exhibit “A” entitled Site Geometry and Paving Plan (Bid Alternate CS1) and hereby incorporated as if fully set forth herein; and

WHEREAS, The Fire Department intends to locate the easement area on the County property in the area shown on Exhibit “A” and will immediately thereafter have an “as built” survey completed showing the easement area and will record an Easement Agreement upon the completion of the survey work specifically identifying the location of the easement area.

NOW THEREFORE, in consideration of the various mutual and reciprocal covenants and agreements and other good and valuable consideration running to and from each of the parties, the receipt of which is hereby acknowledged and the sum and sufficiency of which is deemed to be adequate and in the best interest of all the parties, the parties agree to the following:

1. The Fire Department will locate a 4” PVC detention release stormwater drain pipe P19 in the area shown on the attached Exhibit “A” on the County property.

2. Once the stormwater P19 is in place, the Fire Department will immediately have the “as built” easement area surveyed to show the exact location of the easement area and of the stormwater P19 in place and present the survey to the County.

3. The Parties will complete an Easement Agreement and the Parties will sign and the Fire Department will record the Easement Agreement along with the “as built” survey in the Jackson County Public Registry.

7. Binding Nature: This Agreement shall inure to the benefit of both Parties, their successors and permitted assigns, and all obligations of both Parties shall bind their successors and permitted assigns.

8. Governing Laws: This Agreement shall be deemed to be made under and, in all respects shall be governed by and construed in accordance with, the laws of the State of North Carolina, with venue in that State.

9. Amendments: The terms and provisions of this Agreement may not be waived, altered, modified or amended except in writing duly executed by the Parties.

10. Notice: All notices or communications under this Agreement shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, sent via overnight delivery service, sent via facsimile transmission with confirmed receipt, or by electronic mail with confirmation of receipt to the Parties.

10. No Partnership: This agreement does not create a partnership relationship. No party has authority to enter into contracts on the others’ behalf.

11. Neither party shall assign rights or obligations under the Agreement without the written permission of the other Party.

12. Sole Agreement between the Parties: This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties, and obligation of each to the other in relation thereto as of its date. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

Angela M. Winchester, Clerk to Board

Brian McMahan, Chairman
Board of Commissioners

(county seal)

ATTEST:

CULLOWHEE VOLUNTEER FIRE
DEPARTMENT, INC.

Haven Conner, Secretary

Danny Lewis, President

(corporate seal)

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that BRIAN McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

(SEAL)

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that DANNY LEWIS personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and that HAVEN CONNER is the Secretary of CULLOWHEE VOLUNTEER FIRE DEPARTMENT, INC. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by said President; and that said President and Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of the corporation, and said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

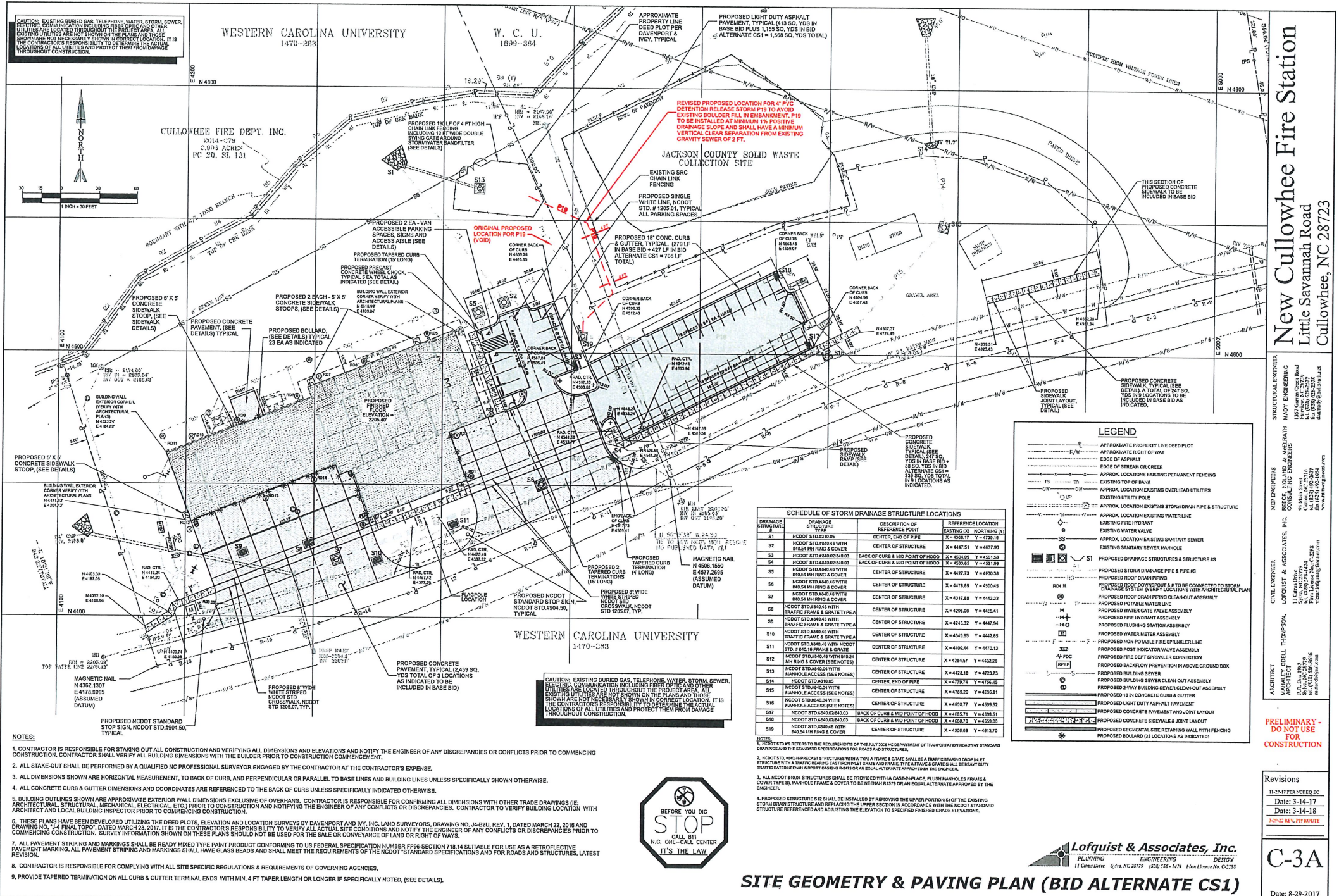
(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____, 2022

By: _____

EXHIBIT A



New Cullowhee Fire Station
 Little Savannah Road
 Cullowhee, NC 28723

STRUCTURAL ENGINEER
 MARY ENGINEERING
 1377 Green Oaks Road
 Cary, NC 27513
 Tel: (919) 462-3118
 Fax: (919) 462-3118
 www.mary-engineers.com

MEP ENGINEERS
 REECE, HOLLAND & WELFARTH
 CONSULTING ENGINEERS
 1100 S. Main Street
 Cary, NC 27513
 Tel: (919) 462-3118
 Fax: (919) 462-3118
 www.reecehollandwelfarth.com

CIVIL ENGINEER
 LOQUIST & ASSOCIATES, INC.
 11 Green Drive
 Cary, NC 27513
 Tel: (919) 279-1424
 Fax: (919) 279-1424
 www.loquist-engineers.com

ARCHITECT
 MAHONEY ORELL THOMPSON
 5170 S. Main Street
 Cary, NC 27513
 Tel: (919) 462-3118
 Fax: (919) 462-3118
 www.mohoneyorellthompson.com

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

Revisions

11-24-17 PER INDEQ EC
Date: 3-14-17
Date: 3-14-18
12-22-18 REV. RFB ROUTE

C-3A

Date: 8-29-2017
 REV: 3-29-2022

SITE GEOMETRY & PAVING PLAN (BID ALTERNATE CS1)

Lofquist & Associates, Inc.
 PLANNING ENGINEERING DESIGN
 11 Green Drive Cary, NC 27513 (919) 279-1424 8100 Little Lane, NC 27513

SCHEDULE OF STORM DRAINAGE STRUCTURE LOCATIONS

DRAINAGE STRUCTURE	DRAINAGE STRUCTURE DESCRIPTION	REFERENCE LOCATION (EASTING (X) NORTHING (Y))
S1	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=447.21 Y=4637.00
S2	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	BACK OF CURB & MID POINT OF HOOD X=450.29 Y=4591.53
S3	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	BACK OF CURB & MID POINT OF HOOD X=453.67 Y=4552.59
S4	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=447.73 Y=4630.33
S5	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=447.65 Y=4550.45
S6	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4317.88 Y=4443.32
S7	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4206.00 Y=4455.41
S8	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4245.32 Y=4447.54
S9	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4303.05 Y=4442.80
S10	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4409.44 Y=4470.15
S11	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4284.57 Y=4432.23
S12	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4428.18 Y=4427.73
S13	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4779.74 Y=4476.41
S14	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4785.20 Y=4456.81
S15	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4609.77 Y=4459.52
S16	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4685.71 Y=4426.81
S17	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4660.10 Y=4450.00
S18	NC DOT STD 240.00 WITH 80.24 MH RING & COVER	CENTER OF STRUCTURE X=4908.68 Y=4512.70

NOTES:

- NC DOT STD 240.00 REFERS TO THE REQUIREMENTS OF THE JULY 2008 NC DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS AND THE STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES.
- NC DOT STD 240.00 WITH 80.24 MH RING & COVER SHALL BE HEAVY DUTY STRUCTURE WITH TRAFFIC BEARING CAPACITY OF 10,000 LBS PER SQUARE FOOT. STRUCTURE WITH TRAFFIC BEARING CAPACITY OF 5,000 LBS PER SQUARE FOOT SHALL BE HEAVY DUTY STRUCTURE WITH TRAFFIC BEARING CAPACITY OF 10,000 LBS PER SQUARE FOOT.
- ALL NC DOT STD 240.00 STRUCTURES SHALL BE PROVIDED WITH A CAST-IN-PLACE FLEXIBLE WALLS & COVER TYPE B1, MANHOLE FRAME & COVER TO BE HEAVY H (1979 OR AN EQUAL ALTERNATE APPROVED BY THE ENGINEER).
- PROPOSED STRUCTURE S16 SHALL BE INSTALLED BY REMOVING THE UPPER PORTIONS OF THE EXISTING STORM DRAIN STRUCTURE AND REPLACING THE UPPER SECTION IN ACCORDANCE WITH THE NC DOT STANDARD STRUCTURE REFERENCED AND ADJUSTING THE ELEVATION TO SPECIFIED FINISHED GRADE ELEVATIONS.

NOTES:

- CONTRACTOR IS RESPONSIBLE FOR STAKING OUT ALL CONSTRUCTION AND VERIFYING ALL DIMENSIONS AND ELEVATIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS WITH THE BUILDER PRIOR TO CONSTRUCTION COMMENCEMENT.
- ALL STAKE-OUT SHALL BE PERFORMED BY A QUALIFIED PROFESSIONAL SURVEYOR ENGAGED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- ALL DIMENSIONS SHOWN ARE HORIZONTAL MEASUREMENT, TO BACK OF CURB, AND PERPENDICULAR OR PARALLEL TO BASE LINES AND BUILDING LINES UNLESS SPECIFICALLY SHOWN OTHERWISE.
- ALL CONCRETE CURBS & GUTTER DIMENSIONS AND COORDINATES ARE REFERENCED TO THE BACK OF CURB UNLESS SPECIFICALLY INDICATED OTHERWISE.
- BUILDING OUTLINES SHOWN ARE APPROXIMATE EXTERIOR WALL DIMENSIONS EXCLUSIVE OF OVERHANG. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS WITH OTHER TRADE DRAWINGS (IE: ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, ETC) PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO VERIFY BUILDING LOCATION WITH ARCHITECT AND LOCAL BUILDING INSPECTOR PRIOR TO COMMENCING CONSTRUCTION.
- THESE PLANS HAVE BEEN DEVELOPED UTILIZING THE DEED PLOTS, ELEVATION AND LOCATION SURVEYS BY DAVENPORT AND IVY, INC. LAND SURVEYORS, DRAWING NO. J4-821, REV. 1, DATED MARCH 22, 2016 AND DRAWING NO. 1-4 FINAL TOP, DATED MARCH 28, 2017. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL ACTUAL SITE CONDITIONS AND NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO COMMENCING CONSTRUCTION. SURVEY INFORMATION SHOWN ON THESE PLANS SHOULD NOT BE USED FOR THE SALE OR CONVEYANCE OF LAND OR RIGHT OF WAY.
- ALL PAVEMENT STRIPING AND MARKINGS SHALL BE READY MIXED TYPE PAINT PRODUCT CONFORMING TO US FEDERAL SPECIFICATION NUMBER FP99-SECTION 718.14 SUITABLE FOR USE AS A RETROREFLECTIVE PAVEMENT MARKING. ALL PAVEMENT STRIPING AND MARKINGS SHALL HAVE GLASS BEADS AND SHALL MEET THE REQUIREMENTS OF THE NC DOT STANDARD SPECIFICATIONS AND FOR ROADS AND STRUCTURES, LATEST REVISION.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL SITE SPECIFIC REGULATIONS & REQUIREMENTS OF GOVERNING AGENCIES.
- PROVIDE TAPERED TERMINATION ON ALL CURB & GUTTER TERMINAL ENDS WITH MIN. 4 FT TAPER LENGTH OR LONGER IF SPECIFICALLY NOTED, (SEE DETAILS).

