

Prepared by and return to:  
John Crotts, King Law Offices, PC

THERE IS NO OPINION OF TITLE RENDERED BY THE PREPARER.

STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

**Water Meter Box Easement Agreement**

This Water Meter Box Easement Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between **RUTHERFORD AIRPORT AUTHORITY** (a/k/a **RUTHERFORD COUNTY AIRPORT AUTHORITY**), a body politic and corporate of the State of North Carolina, whose mailing address is 110 Marchman Field Drive, Rutherfordton, North Carolina 28139 (the **Grantor** or **Airport Authority**), and **BROAD RIVER WATER AUTHORITY**, a North Carolina Water Authority organized and existing pursuant to NCGS Section 162A, whose mailing address is P.O. Box 37, Spindale, North Carolina 28160 (the **Grantee** or **BRWA**). The Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

**WHEREAS**, the Airport Authority is the owner of certain real property located in Gilkey Township, Rutherford County, North Carolina, on which is located the Rutherford County Airport, said property having been conveyed to the Airport Authority by deed recorded in Deed Book 349, Page 489, Rutherford County Registry, and identified by the Rutherford County Tax Department as Tax PIN 1610039, with a property address of 110 Marchman Field Drive, Rutherfordton, North Carolina 28139 (the "Airport Tract");

**WHEREAS**, certain property located at or near 214 Bee Hive Drive, Rutherfordton, North Carolina 28139, identified by the Rutherford County Tax Department as Tax PIN 615922, further described in Deed Book 1101, Page 354, requires water service from BRWA;

**WHEREAS**, the installation and operation of water service to the property at or near 214 Bee Hive Drive requires the placement, operation, maintenance, repair, replacement, and access of a

water meter box and related water facilities on a portion of the Airport Tract near Bee Hive Drive;

**WHEREAS**, the Airport Authority has previously granted a separate utility easement over a portion of the Airport Tract by instrument recorded in Book 2101, Page 4255, Rutherford County Registry, and the easement granted by this Agreement is intended to supplement, and not replace or impair, any rights created by that recorded instrument; and

**WHEREAS**, the Airport Authority is willing to grant to BRWA a perpetual, non-exclusive easement for the water meter box and related facilities, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants, bargains, sells, and conveys unto Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive easement and right-of-way in, on, over, under, across, and through the portion of the Airport Tract described in Section 2 below, for the purposes of installing, constructing, placing, operating, inspecting, maintaining, repairing, replacing, relocating within the Easement Area, and removing a water meter box, meter vault, water service connection, water line connections, valves, fittings, and related appurtenances and facilities necessary or convenient for the provision of public water service by BRWA (collectively, the "Water Facilities").

2. **Easement Area.** The easement area granted by this Agreement consists of a ten-foot by ten-foot (10' x 10') square area located on the Airport Tract near Bee Hive Drive, with the above-ground water meter box to be situated at or near the center of such area (the "Easement Area"). The approximate center point of the Easement Area is described as being approximately nineteen feet (19') from the edge of pavement of Bee Hive Drive and approximately nine feet (9') to the left of AT&T pedestal #4 when facing from Airport Road toward 214 Bee Hive Drive, with the location being on the left side of Bee Hive Drive when facing from Airport Road toward 214 Bee Hive Drive.

3. **Exhibit and Location Confirmation.** The Easement Area is more particularly shown or described on **Exhibit A**, attached hereto and incorporated herein by reference. If Exhibit A is a sketch, GIS aerial, or other non-survey depiction, the Parties agree that such exhibit is intended to identify the practical location of the Easement Area and Water Facilities and that no boundary survey is required unless otherwise requested by the Airport Authority before execution of this Agreement.

4. **Appurtenant Access Rights.** Grantee shall have the right of ingress, egress, and regress over and across existing roads, drives, and reasonable access routes on the Airport Tract as are reasonably necessary to access the Easement Area and the Water Facilities for the purposes granted in this Agreement. To the extent reasonably practicable, Grantee shall use existing roads and drives, including Bee Hive Drive or other existing access routes, for access to the Easement Area.

5. **Emergency Access.** Grantee shall have the right to access the Easement Area at any time in the event of an emergency or suspected emergency involving the Water Facilities, water service, water pressure, leaks, public health, safety, or protection of property. For non-emergency work, Grantee shall use reasonable efforts to coordinate access and work activities with the Airport Authority so as to minimize disruption to Airport Authority operations.

6. **Airport Operations.** Grantee shall not materially or unreasonably interfere with the use, operation, maintenance, security, or activities of the Airport Authority or the Rutherford County Airport. This Section shall not prohibit Grantee from exercising the easement rights granted herein, including emergency access, repair, or replacement, provided Grantee uses reasonable efforts under the circumstances to minimize interference with Airport Authority operations.

7. **Compliance with Laws and Safety Requirements.** Grantee shall perform work within the Easement Area in compliance with applicable federal, state, and local laws, ordinances, rules, regulations, and safety requirements applicable to Grantee's work and facilities, including applicable requirements relating to public water systems and work on or near airport property.

8. **Restoration.** Grantee shall restore, or cause to be restored, any portion of the Airport Tract disturbed by Grantee's exercise of rights under this Agreement to substantially the same condition existing immediately before such disturbance, reasonable wear and tear excepted. Grantee shall be responsible for damage to Grantor's private roads, drives, lanes, or other property caused by Grantee's wrongful or negligent acts or omissions in exercising the rights granted herein.

9. **No Buildings or Obstructions.** Grantor shall not construct, place, or permit any building, structure, obstruction, or other improvement within the Easement Area that would unreasonably interfere with Grantee's access to, use of, operation of, maintenance of, repair of, replacement of, or removal of the Water Facilities. Grantor may continue to use the Easement Area for all purposes not inconsistent with the rights granted to Grantee under this Agreement.

10. **Vegetation and Surface Maintenance.** Grantee shall have the right to trim, cut, remove, or otherwise maintain vegetation within the Easement Area to the extent reasonably necessary for access to, visibility of, protection of, operation of, maintenance of, repair of, replacement of, or removal of the Water Facilities. Grantee shall exercise such rights in a reasonable manner and shall not remove trees or vegetation outside the Easement Area except as reasonably necessary for access or emergency work.

11. **Hazardous Substances.** Grantee shall not knowingly deposit or permit the deposit of hazardous materials, toxic waste, or other harmful substances on the Easement Area or the Airport Tract in connection with Grantee's exercise of rights under this Agreement, except for materials customarily and lawfully used in connection with construction, operation, maintenance, repair, or replacement of water facilities and handled in compliance with applicable law.

12. **Ownership of Water Facilities.** The Water Facilities installed, placed, operated, maintained, repaired, or replaced by Grantee within the Easement Area shall remain the property of Grantee unless otherwise agreed in writing by the Parties.

13. **Non-Exclusive Easement.** The easement granted herein is non-exclusive. Grantor reserves the right to use the Easement Area and the Airport Tract for any purpose not inconsistent with Grantee's rights under this Agreement, including Airport Authority operations and activities.

14. **No Public Dedication.** Nothing in this Agreement shall be construed as a dedication of any portion of the Airport Tract for public use, except to the limited extent of the easement rights expressly granted to Grantee herein.

15. **Indemnity.** To the extent permitted by applicable law and without waiving any governmental, public authority, statutory, or other immunity or defense available to Grantee, Grantee shall be responsible for claims, damages, losses, or expenses arising from Grantee's negligent or wrongful acts or omissions in exercising the rights granted under this Agreement. Nothing in this Agreement shall be construed to require Grantee to indemnify Grantor for Grantor's own negligence, willful misconduct, or breach of this Agreement.

16. **Default and Cure.** If either Party believes the other Party has breached this Agreement, the non-breaching Party shall provide written notice describing the alleged breach with reasonable specificity. The receiving Party shall have thirty (30) days after receipt of such notice to cure the breach or, if the breach cannot reasonably be cured within thirty (30) days, to begin cure within such thirty (30)-day period and thereafter diligently pursue cure to completion. Nothing in this Section shall prevent either Party from taking immediate action reasonably necessary to address an emergency involving health, safety, water service, protection of property, or Airport Authority operations.

17. **Remedies.** In the event of a breach of this Agreement, the non-breaching Party may pursue all remedies available at law or in equity, including specific performance and injunctive relief. The remedies provided in this Agreement are cumulative and not exclusive.

18. **Running with the Land.** The easement and rights granted by this Agreement are perpetual and shall run with the Airport Tract and shall be binding upon Grantor and Grantor's successors and assigns and shall inure to the benefit of Grantee and Grantee's successors and assigns.

19. **No Merger or Limitation of Other Rights.** This Agreement is intended to supplement, and not limit, impair, supersede, or merge with, any other easement, utility right, access right, permit, license, agreement, or right held by Grantee or by any owner of property served by the Water Facilities, unless expressly stated in a written instrument executed by the affected parties.

20. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered personally, by recognized overnight courier, or by United States Mail, postage prepaid, to the Parties at the addresses stated above, or to such other address as a Party may designate by written notice.

21. **Authority.** Each person signing this Agreement represents that such person is authorized to execute this Agreement on behalf of the Party for whom such person signs and to bind such Party to the terms of this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the easement granted herein and supersedes prior discussions or understandings concerning

the same subject matter, except that this Agreement shall not supersede any recorded easement or other written agreement unless expressly stated herein.

23. **Amendment.** This Agreement may be amended only by a written instrument executed by the Parties or their respective successors or assigns and recorded in the Rutherford County Registry.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

25. **Recording.** This Agreement may be recorded in the Office of the Register of Deeds for Rutherford County, North Carolina.

**[Signature pages follow.]**

**Grantor Signature**

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the day and year first written above.

**RUTHERFORD AIRPORT AUTHORITY**

(a/k/a **RUTHERFORD COUNTY AIRPORT AUTHORITY**)

By: \_\_\_\_\_

Name: Michael J. Benfield

Title: Chairman

**[OFFICIAL SEAL]**

**North Carolina Notary Acknowledgment for Grantor**

**STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Michael J. Benfield personally came before me this day and acknowledged that he is Chairman of **Rutherford Airport Authority** (a/k/a **Rutherford County Airport Authority**), a body politic and corporate of the State of North Carolina, and that he, as Chairman and being authorized to do so, executed the foregoing instrument on behalf of the Airport Authority.

Witness my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2026.

Notary Public

Printed Name: \_\_\_\_\_

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

**[NOTARIAL SEAL]**

**Grantee Signature**

IN WITNESS WHEREOF, Grantee has executed this Agreement under seal as of the day and year first written above.

**BROAD RIVER WATER AUTHORITY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

[SEAL]

**North Carolina Notary Acknowledgment for Grantee**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of **Broad River Water Authority**, and that he/she, as \_\_\_\_\_ and being authorized to do so, executed the foregoing instrument on behalf of **Broad River Water Authority**.

Witness my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2026.

Notary Public

Printed Name: \_\_\_\_\_

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

[NOTARIAL SEAL]

**Exhibit A**  
**Description / Depiction of Easement Area**

The Easement Area consists of a ten-foot by ten-foot (10' x 10') square area located on the Airport Tract near Bee Hive Drive, with the above-ground water meter box to be situated at or near the center of such area. The approximate center point of the Easement Area is located approximately nineteen feet (19') from the edge of pavement of Bee Hive Drive and approximately nine feet (9') to the left of AT&T pedestal #4 when facing from Airport Road toward 214 Bee Hive Drive, with the location being on the left side of Bee Hive Drive when facing from Airport Road toward 214 Bee Hive Drive.

**Airport Tract:** Tax PIN 1610039; Deed Book 349, Page 489; property address 110 Marchman Field Drive, Rutherfordton, North Carolina 28139.

**Property to be served:** Property located at or near 214 Bee Hive Drive, Rutherfordton, North Carolina 28139; Tax PIN 615922.