Historic Rogers Road Area AGENDA

Rogers Road Community Center
101 Edgar Dr. Chapel Hill, NC 27516

Tuesday, December 8, 2015 (6:00pm-8:00pm)

1. Welcome/Introductions
2. Overview purpose of the meeting

December 8th	*Community Meeting*
Mid-February	*Send formal easement document and sketch*
Early March	*1st open house and appointments to answer any questions*

3a. What is an easement? Questions and answers regarding public sewer system easements.

3b. Profile view of sewer installation

4. Dedication/Compensation Process and sketch of easement

5. Construction Process

6. Calendar of upcoming easement dedication and sewer design

7a. General questions from public

7b. Breakout Session: Specific questions afterwards

8. Adjourn

9. Appendices: Sample Easement

Historic Rogers Road Area

List of Contacts

Orange County

Travis Myren, Deputy County Manager
County Manager's Office
(919) 245-2308

Craig Benedict, Planning & Inspections Director
Planning & Inspections Department
(919) 245-2585

Kevin Lindley, Staff Engineer
Planning & Inspections Department
(919) 245-2583

Anne Marie Tosco, Legal Specialist
County Attorney's Office
(919)-245-2320

Town of Chapel Hill

Judy Johnson, Principal Planner
Current Planning/Planning and Sustainability
(919) 969-5078

Town of Carrboro

Patricia McGuire, Planning Director
Planning, Zoning and Inspections Department
(919) 918-7327

Marty Roupe, Development Review Administrator
Planning, Zoning and Inspections Department
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Other

Hudson Vaughan, Deputy Director
Jackson Center
(919) 960-1670

Reverend Campbell
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Rplcampbell@gmail.com

David Caldwell
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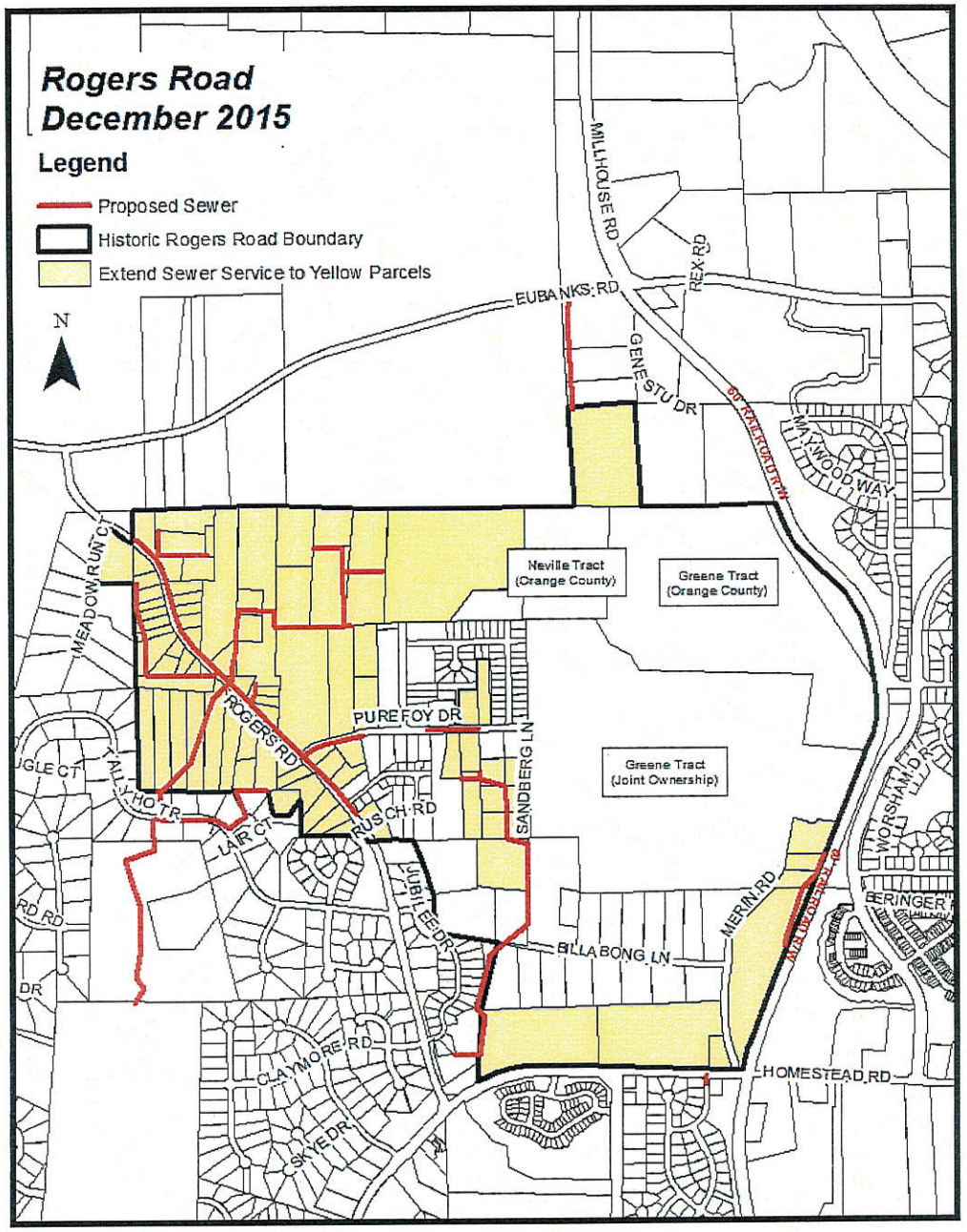
OWASA

Mary Darr, Director of Engineering and Planning
(919) 537-4246
Jeremy Fireline, Utilities Engineer
(919) 537-4249


Rogers Road
December 2015
Legend
Proposed Sewer
Historic Rogers Road Boundary
Extend Sewer Service to Yellow Parcels
N
EUBANKS RD
MILLHOUSE RD
REX RD
GENESTU DR
MAYWOOD WAY
Neville Tract
(Orange County)
Greene Tract
(Orange County)
Greene Tract
(Joint Ownership)
MEADOW RUN CT
ROGERS RD
PUREFOY DR
SANDBERG LN
RUSCH RD
JUBILEE DR
BILLABONG LN
MERIN RD
WORSHAM DR
BERINGER
HOMESTEAD RD
CLAYMORE RD
SKYE DR
LAIR CT
TALLYHO TR

ROGERS ROAD SEWER PROJECT

Frequently Asked Questions

1. Why are there markings placed on my property?

When surveyors are working in an area, they will often tie brightly colored plastic ribbon, called surveyor's "tape", on trees or bushes to help them locate areas of interest. They also sometimes put wooden stakes in the ground with markings that reflect measurements they have made in the field. In addition to these survey markings, a contractor will usually request that all underground utilities in an area be located before they begin digging. These utilities are usually marked by different colored spray-paint on the ground's surface.

2. What is an easement?

An easement is an area where we have the right to enter, maintain, repair, inspect, improve, renovate and replace facilities including pipes and manholes; and to keep clear access.

About half of our sewers are in easements in off-street areas. The other half of our sewers are in public street rights of way, which normally include several feet on each side of the street or roadway.

3. Who owns and maintains the easement?

The presence of an easement does not change the basic ownership of land. However, some of the landowner's normal rights are limited by the easement as discussed in this brochure.

4. Who may enter my property?

OWASA may access its easement at any time. On occasion, OWASA may have a contractor perform specific tasks on the sewer within the easement.

5. Why does OWASA clear its easements?

OWASA keeps its easements clear because clearing the easements:

- prevents tree and shrub roots from entering cracks and joints in sewer mains. When roots grow into a sewer, they grow into a dense mass that will block the flow of wastewater and cause it to overflow from a manhole or possibly inside a residence.
- helps us get to a sewer quickly if there is a wastewater overflow. When overflows occur, we work to stop them quickly to prevent environmental damage.
- ensures that we will have safe, practical access when other repairs, maintenance, inspections, renovation, replacement, etc. are needed.

6. How wide are sewer easements and where are they located?

Our easements are normally 30 feet wide but we may clear only about 20 feet (10 feet on each side of a sewer). Most sewers in our community operate with the simple force of gravity. Therefore, many sewers are in, near or across low-lying areas such as streams, creeks and ravines.

In many cases, an easement goes along the rear or side boundary of two properties so that each of two adjacent lots has an easement area 15 feet wide (total easement width of 30 feet). Pipes and manholes are usually in the approximate center of an easement. (see Figure 1)

7. Are gates allowed on easements?

In some locations, we allow gates across sewer easements. So that we will have safe access when needed, a gate must be:

- *easy to open,*
- *at least 12 feet wide, and*
- *centered in the easement.*

If you are interested in installing a gate on an OWASA easement, please call our Wastewater Collection and Water Distribution Systems staff at **919-537-4292** before having the gate installed. Please note that if we damage a gate or other improvements or plantings during an emergency repair or other work on our easement, we are not responsible for repairing the gate.

8. Are fences allowed on easements?

We normally do not allow fences on our easements because they can affect our access, especially in an emergency, and may be damaged during our work. It is better to simply install a fence outside of easements.

9. Before planting IN an easement...

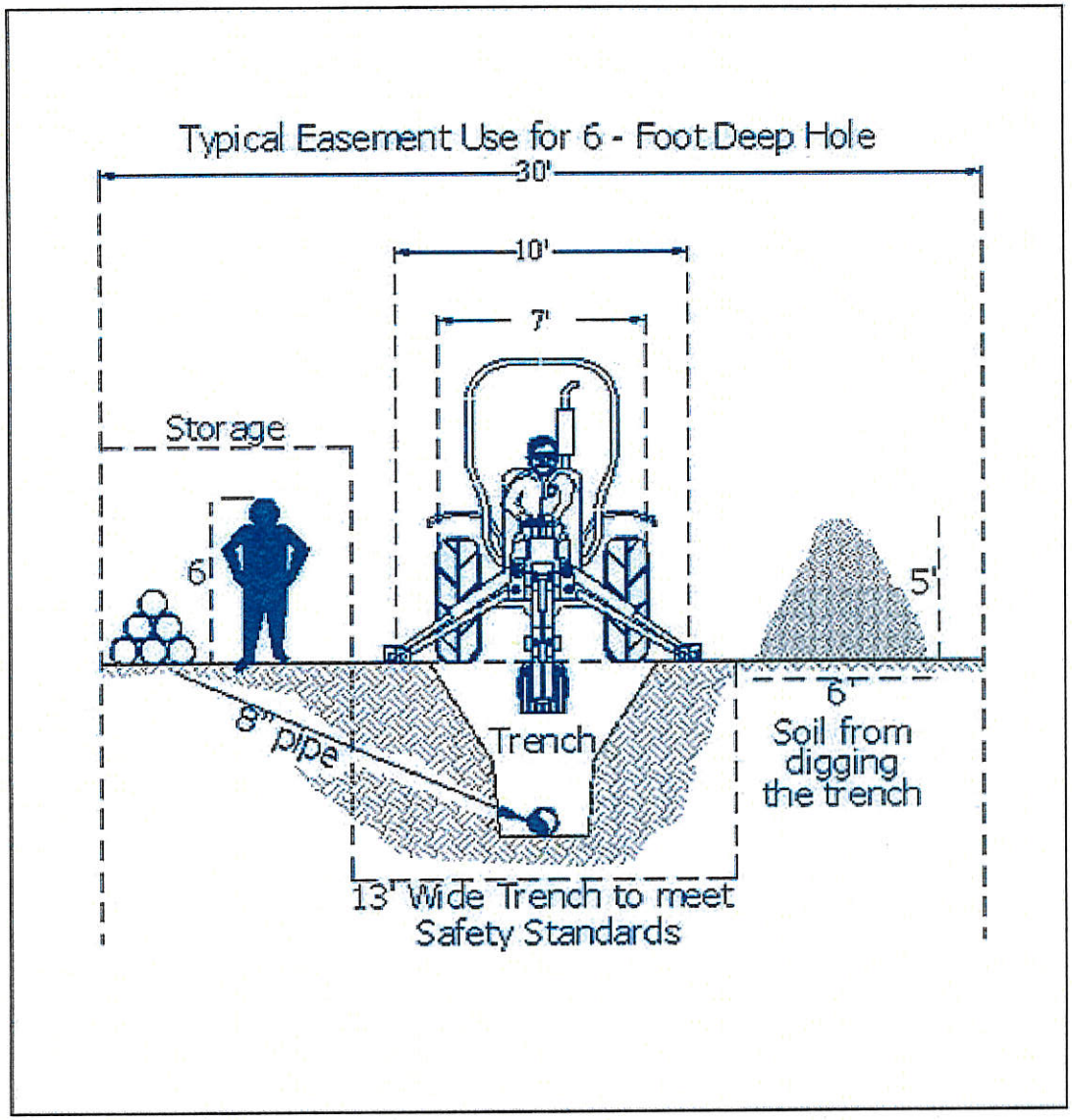
IMPORTANT NOTICE: Please be aware that:

- *We may need to do maintenance and improvements and to clear part or all of an easement even if a planting plan is approved.*
- *We do not replace plantings or other improvements in an easement if we damage or trim them.*
- *Therefore, it is prudent not to do expensive plantings or to make permanent improvements in an easement.*

We normally clear only about 20 feet of a 30-foot-wide easement. Therefore, in many places, plantings are suitable in the outer five feet on each side of an easement. The trees, shrubs and groundcovers suitable in an easement are typically shallow-rooted, drought-resistant, native/non-invasive and inexpensive.

A list of suitable plants is available by clicking here, sending an e-mail to info@owasa.org or calling us at 919-968-4421 and asking for our Engineering staff.

Figure 1


Typical Easement Use for 6 - Foot Deep Hole
30'
10'
7'
Storage
6'
5'
6'
8" pipe
Trench
Soil from digging the trench
13' Wide Trench to meet Safety Standards

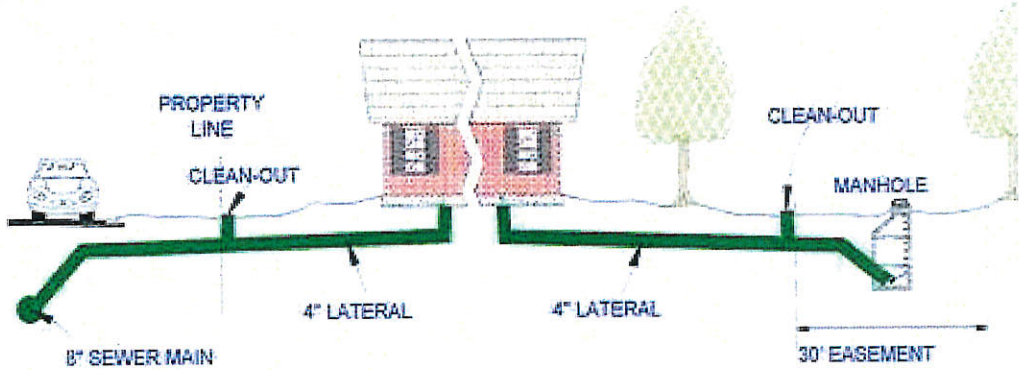
10. Before planting NEAR an easement...

We may need to trim or cut plantings within our easements. Therefore, we recommend planting several feet away from the easement so that when fully grown, the tree or shrub will not extend into our easement and require us to trim it. You may wish to get advice from your tree or shrub supplier, etc. about the potential size of a tree or shrub at maturity to help you decide what and where to plant in an area near an easement.

11. Does an easement lower my property value?

Typically easements have minimal impact on property values. The availability of public sewer to a property can increase the value of that property by providing a reliable means of dealing with wastewater.

12. What is a sewer service pipe or "lateral"?



STREET RIGHT-OF-WAY	PRIVATE PROPERTY	EASEMENT (WITHIN PRIVATE PROPERTY)
OWASA REPAIRS STRUCTURAL DAMAGE, SETTLING, ETC. IN A PRIVATE SEWER LATERAL; AND MAINTAINS THE PUBLIC SEWER MAINS. THE **PROPERTY OWNER** CLEARS THE LATERAL OF ROOTS, GREASE, DEBRIS, ETC.	THE **PROPERTY OWNER** IS RESPONSIBLE FOR ALL CLEANING, MAINTENANCE AND REPAIR OF THE SEWER LATERAL. THE PROPERTY OWNER IS ALSO RESPONSIBLE FOR MAINTENANCE AND REPAIR OF THE LATERAL IN THE EASEMENT AND FOR CLEANING BLOCKAGES IN THE ENTIRE LATERAL **INCLUDING THE PORTION IN THE STREET RIGHT-OF-WAY AND THE EASEMENT.**	**OWASA** MAINTAINS THE *PUBLIC* SEWER AND MANHOLE. THE **PROPERTY OWNER** MAINTAINS THE PRIVATE SEWER LATERAL BY KEEPING IT CLEAR OF ROOTS, GREASE, DEBRIS, ETC. AND MAKING STRUCTURAL REPAIRS WHEN NEEDED.

A sewer lateral is the private service pipe that carries wastewater from the residence or other building to an OWASA public sewer. OWASA is responsible for repairing structural failures and settling in the part of a sewer lateral in a public street right-of-way. Property owners are responsible for maintaining the part of the private sewer lateral in a sewer easement which is outside of a street right-of-way. Property owners are responsible for basic maintenance of laterals including clearing of debris, roots, and other blockages anywhere in a lateral.

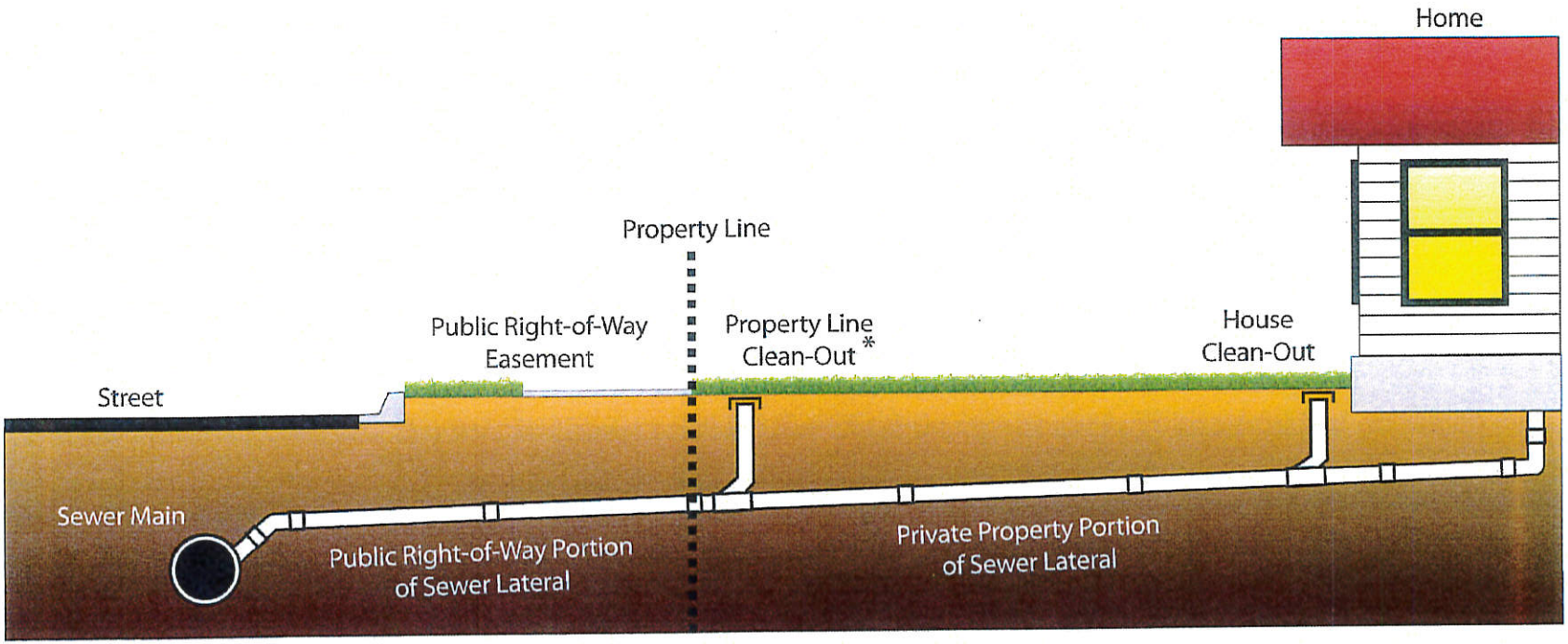
13. What is a sewer main line?

A sewer main line is a utility pipe that carries wastewater from the laterals to the waste water treatment plant via gravity mains.

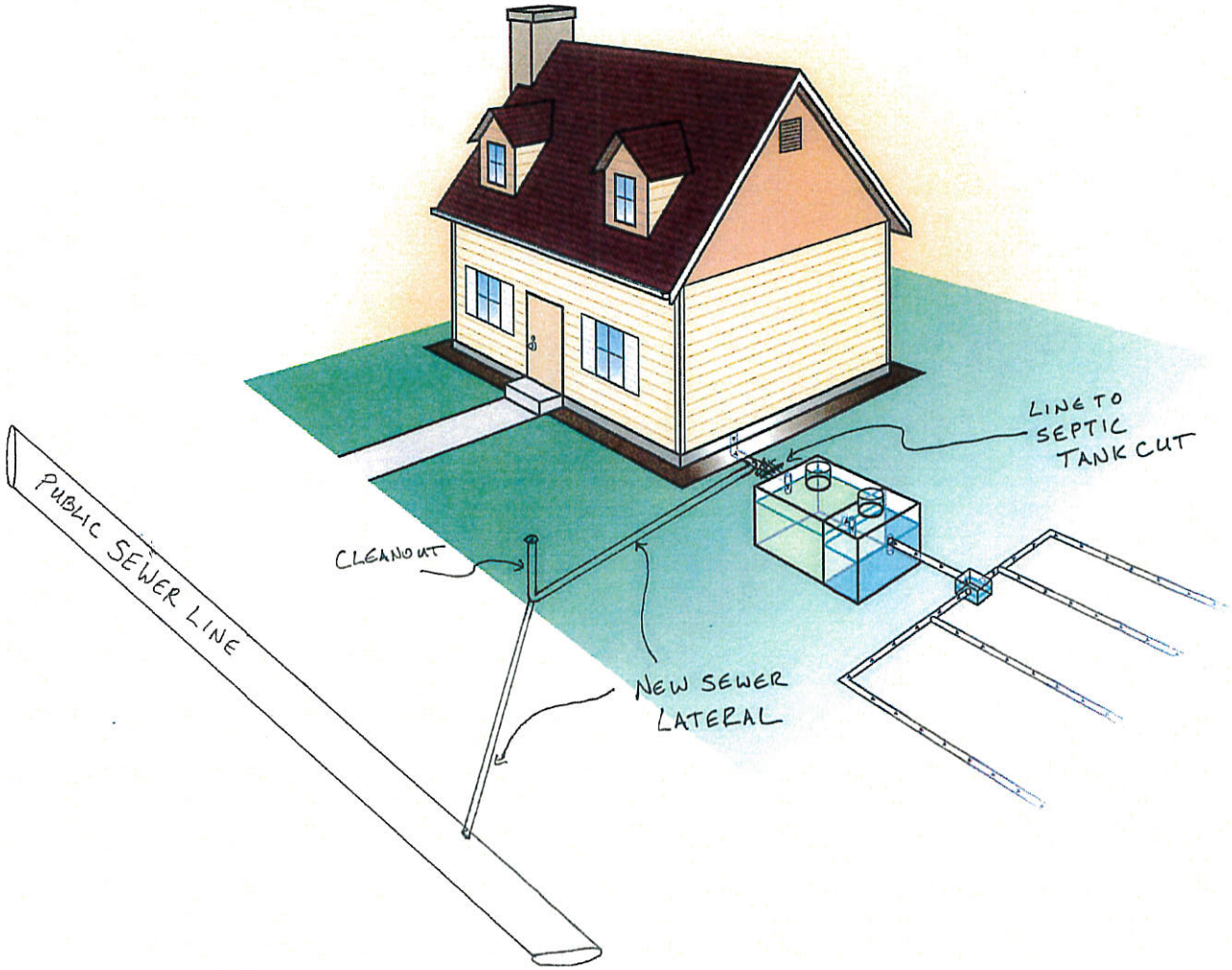
14. Do I have to connect?

The purpose of this project is to provide public sewer availability to failing private septic systems and private systems that could fail in the future. The answer to this question is still underdetermined for the 86 selected HRRA properties. Existing homes on functional private systems, outside of the 86 lots, will not have to connect unless they wish to do so.

If a funding grant or 'district' policy requires such a provision for specific properties, then we will explain that condition as the project progresses.



* Not standard on all properties.


PUBLIC SEWER LINE
CLEANOUT
NEW SEWER LATERAL
LINE TO SEPTIC TANK CUT

(Individual or Partnership Sewer Easement With Mortgage)

PREPARED BY:

PIN FOR PARENT TRACT: ##

RETURN TO:

REVENUE STAMPS: $0.00

NORTH CAROLINA

ORANGE COUNTY DEED OF EASEMENT

THIS DEED is made and entered into this the _____ day of _____ 20__, by and between _____ hereinafter referred to as GRANTOR, and ORANGE COUNTY/UTILITY DISTRICT, with its principal office at ADDRESS hereinafter referred to as GRANTEE;

W I T N E S S E T H:

THAT WHEREAS, the GRANTEE intends to construct and operate or cause to be operated a public sewage collection system , and for that purpose will construct lines of pipe and mains necessary for the proper transmission of sewage, and for such purposes needs to acquire rights and easements, some of which will be located on GRANTOR's property:

NOW, THEREFORE, in consideration of the sum of One and No/100 ($1.00) Dollar and other good and valuable consideration paid to the GRANTOR, the receipt and sufficiency of all of which is hereby fully acknowledged, the said GRANTOR does hereby give, grant, quitclaim, and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual exclusive easement to go in and upon a strip of land _____ feet in width described herein and owned by the GRANTOR, lying and being in the Town of _____, Chapel Hill Township, Orange County, North Carolina, the said strip of land _____ feet in width being more particularly described as follows:

See EXHIBIT PLAT, attached and hereby incorporated

And, the GRANTEE shall have the exclusive right therein to construct, operate, maintain, and replace in, under and/or above, along and through said strip of land _____ feet in width one or more lines of pipe and manholes for the purpose of collecting and transmitting sewage as aforesaid, together with the right to construct and maintain in, under, above, and along said easement such mains, lines, and manholes as shall be necessary in connection with the proper construction, operation, and maintenance of said sewage system; GRANTEE shall also have the right of ingress, egress, and regress through, over, and across the land of the GRANTOR to and from said strip at such times as GRANTEE deems it necessary for the purpose of constructing, maintaining, inspecting, operating, and replacing said lines and of making all necessary alterations and repairs thereto; the lines of pipe shall be located at such point or points, elevation or elevations below or above 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 mains and manholes, if any, shall be at such point below or above the surface of the earth as may be necessary for the proper operation of said pipe line or lines; and GRANTEE shall have the right, privilege and easement to tap the line or lines and construct, maintain, inspect, operate, and repair sewer laterals from the main to the outside boundary of the ___foot strip over which this easement and privilege extends; and GRANTEE shall have the privilege, easement, and right to clear and keep cleared the full width of the easement of and from brush, plants, trees, and any and all other materials, obstructions, structures, and encroachments of any kind; the owners of the fee shall retain the right to cultivate the ground lying within the boundaries of the easement, provided that such cultivation shall not interfere with the right of the GRANTEE herein named of ingress, egress, and regress to said easement for the purpose of operation, maintenance, repair, or replacement of said sewer mains, lines, laterals, connections, and manholes; GRANTEE shall also have the right at such times as may be convenient to its purposes of ingress, egress, and regress to and from the said easement over GRANTOR's land adjacent to the said easement to any adjoining lands or public rights of way;

and provided further that in all cases where there are roads or streets across the tract of land sufficient for the purpose of convenient egress, ingress, and regress in, to, and from said strip of land, such roads or streets shall be used by the said GRANTEE when it is necessary to come in and upon said strip of land for the purposes aforesaid.

It is understood and agreed by the parties that this easement is an exclusive easement and the area within the easement may not be used by third parties without GRANTEE'S express written consent.

No building or structure of any kind, nor any other utility or improvement, except such as may be constructed or consented to by GRANTEE, shall be located or erected upon or within the above described easement.

It is understood and agreed by the parties that the execution and delivery of this deed of easement by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct a sewer line or permit connections to its sewer system. And, it is further understood and agreed that failure of the GRANTEE to construct improvements within the said strip of land and/or to clear or keep cleared said strip of land shall not impair in any way the rights, privileges and easements conveyed to the GRANTEE hereunder.

AND IN CONSIDERATION OF the sum of One and No/100 ($1.00) paid to LENDER NAME, hereinafter referred to as LENDER, secured creditor as defined under Chapter 45, Article 4 of the North Carolina General Statutes, the receipt of which is hereby acknowledged, the said LENDER does hereby release the foregoing described sanitary sewer easement from the lien and operation of the deed of trust from (typically GRANTOR) dated _____, 20_____, and recorded in Book _____, at Page _____, Registry of Orange County, and the said sanitary sewer easement herein above conveyed to the GRANTEE shall henceforth be paramount to the lien and operation of the above mentioned deed of trust.

TO HAVE AND TO HOLD all singular the rights, privileges, and easements as aforesaid, in, along, upon, and through said premises to the said GRANTEE and its successors and assigns forever.

And GRANTOR covenants with the GRANTEE that GRANTOR is seized of the premises in fee simple, has the right to convey the rights, privileges and easements which are granted herein, that title is free and clear of all liens and encumbrances which may affect the said rights, privileges and easements conveyed herein, and the said GRANTOR will warrant and defend the title to said easement against the claims of all persons or parties whomsoever.

IN WITNESS WHEREOF, _____, GRANTOR, has hereunto set _____ hand and seal, and LENDER has caused this instrument to be signed in its corporate name by its duly authorized official, all as of the day and year first above written.

_____ (SEAL)

_____ (SEAL)

LENDER

By: _____

Name_____

Title_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledge the due execution of the foregoing instrument for the purposes herein expressed.

Witness my hand and seal this _____ day of _____, 20_____.

_____

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged he/she is the authorized official of LENDER, and that he/she signed the foregoing instrument on behalf of LENDER for the purposes herein expressed.

Witness my hand and seal this _____ day of _____, 20_____.

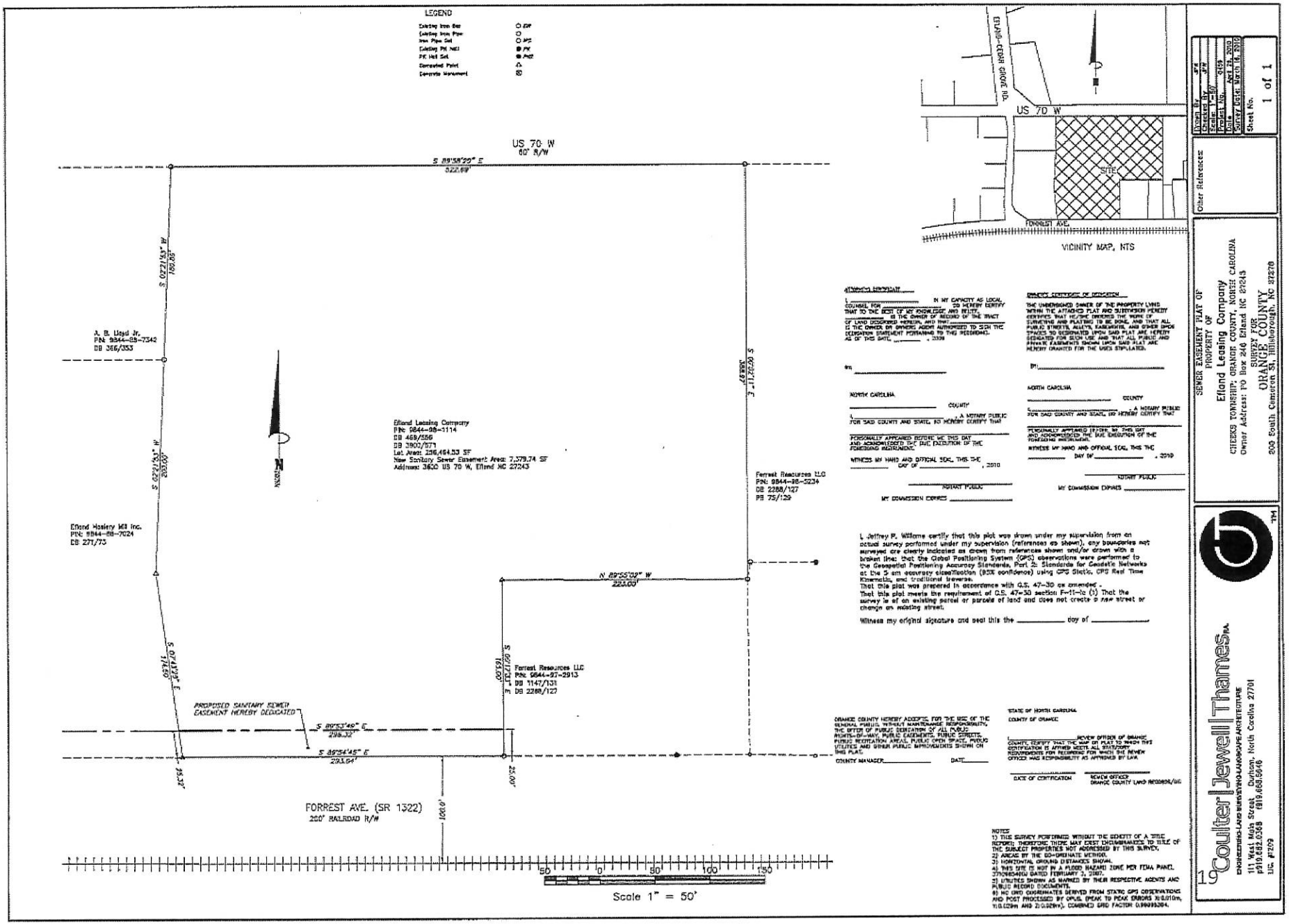
_____

Notary Public

My commission expires: _____

Attachment 4B

Exhibit A



Easement Value Calculation Example 1

1. 1 acre property residential = *43,560 sf*
2. Typical acre dimensions = *208' wide x 208' deep*

3a. If easement traverse the front or back of a piece of property *15' wide* (half the width of a 30' wide easement if partially shared with a right of way in front or adjacent rear property owner)

3b. **Permanent** easement would be *15'wide x 208' long = 3120 sf*

3c. **Temporary** easement would be *10' wide x 208' long = 2080 sf*

4. *$76,230* Assessed value per acre
   (+/-) $1.75 Value per sf (from OC Tax Assessor)

5a. *$.35* =compensation per **permanent** easement sf (equals 20% of assessed value)
   3120 sf =size permanent easement
   $1092.00

5b. *.175* =compensation per **temporary** easement sf
   2080 sf =size of temporary easement
   $364.00

6. *$1456.00* ***Total***

Easement Value Calculation Example 2

On the plat, the easement is at the south (bottom) of the property, shown by a dashed line.

- The easement is about *295' long* and *25' wide (7,379.74 square feet (sf)).* This is shown in the center of the plat, along with the Property ID Number (PIN) and the total square footage of the property.

- From the County's tax records, the value of this property *($33,540/acre)* is *$196,629.00* for a 6+ acre parcel, which equates to approximately *$0.77/sf*.

- Compensation for the easement is *20%* of the per square foot tax value for the property. In this case, the value would be:

  - *7,379.74 sf X $0.77/sf X 0.20 = $1,136.48*

- If there was a temporary construction easement needed, the value of that is half the value of a permanent easement, so instead of multiplying by *0.20 (20%)* you would multiply by *0.10,* or *10%*.

During Construction Process

After Construction Process

Easement Signing Process

1. *Sign appropriate easement documents*
2. *Sign a W-9 Form - Request for Taxpayer Identification Number (TIN) and Certification since this compensation is considered taxable revenue.*
3. *County records document at Register of Deeds*
4. *Check is prepared for property owner*