

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: APRIL 25, 2019

AGENDA ITEM NUMBER: 8

**SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO DUKE ENERGY CAROLINAS, LLC TO CONSTRUCT ELECTRIC AND COMMUNICATION FACILITIES ON 0.19 ACRES LOCATED AT N. CHURCH STREET, WINSTON-SALEM, N.C.
(GENERAL SERVICES DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS*
COUNTY MANAGER

DATE: April 23, 2019

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN
EASEMENT TO DUKE ENERGY CAROLINAS, LLC TO CONSTRUCT
ELECTRIC AND COMMUNICATION FACILITIES ON 0.19 ACRES LOCATED
AT N. CHURCH STREET, WINSTON-SALEM, N.C.
(GENERAL SERVICES DEPARTMENT)**

WHEREAS Duke Energy Carolinas, LLC (Duke Energy) requests an easement to access 0.19 acres of Forsyth County property located at N. Church Street, Winston-Salem, N.C., identified as Tax PIN 6835-26-9125.00, to construct, operate, and maintain electric and communication facilities within a portion of the designated easement area;

WHEREAS such easement is necessary for Duke Energy to construct a transformer to supply electricity to the new County parking deck being constructed at First and Chestnut Streets; and

WHEREAS Forsyth County is authorized pursuant to the provisions of N.C.G.S. 153A-176 and 160A-273 to grant easements under these circumstances; and County staff has determined that the proposed consideration and other terms negotiated between parties are reasonable;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the grant of an easement to access 0.19 acres of Forsyth County property located at N. Church Street, Winston-Salem, N.C., identified as Tax PIN 6835-26-9125.00 to construct, operate and maintain electric and communication facilities within a portion of the designated easement area.

BE IT FURTHER RESOLVED, that the Forsyth County Board of Commissioners hereby approves the proposed consideration, outlined herein, to be paid to Forsyth County for the requested access easement; and

BE IT FURTHER RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Easement document and any other necessary documents to grant the above-described easement to Duke Energy Carolinas, LLC, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 25th day of April 2019.

EASEMENT

NORTH CAROLINA
FORSYTH COUNTY

Prepared By: Gregory Rowe
Return To: Duke Energy Carolinas
Attn: Gregory Rowe
2500 Fairfax Rd
Greensboro, NC 27407

THIS EASEMENT ("Easement") is made this _____ day of _____, 2019 ("Effective Date"), from COUNTY OF FORSYTH, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Winston Township, described as follows: tax PIN 6835-26-9125.00, containing 0.19 acres, more or less, and being the land described in a deed from F. Gaither Jenkins and wife, Lila W. Jenkins, to County of Forsyth, a Political Subdivision of North Carolina, dated June 3rd, 1991 and recorded in Deed Book 1717, Page 1531, Forsyth County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

DEC will obtain prior written permission in regards to location and timing of any future new additions or relocation related to Duke Energy Facilities, not to include routine or storm maintenance and repair.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for Facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Forsyth County

By: _____
_____, Chairman,
Board of Commissioners

ATTEST:

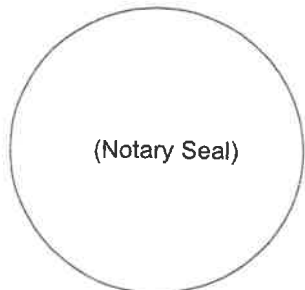
_____, County Clerk (Affix Official Seal)

~~NORTH CAROLINA~~ _____ ~~COUNTY~~

North Carolina, _____ County

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is County Clerk of Forsyth County, and that by authority duly given and as the act of said County, the foregoing EASEMENT was signed in its name by its Chairman of the Board of Commissioners _____, sealed with its official seal, and attested by _____ self as its County Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2019.



(Notary Seal)

Notary Public

My commission expires: _____

