

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 15, 2018 AGENDA ITEM NUMBER: 10

SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO DUKE ENERGY CAROLINAS, LLC TO ACCESS ELECTRIC AND COMMUNICATION FACILITIES ON 2.89 ACRES LOCATED AT STADIUM DRIVE AND 6301 COOK AVENUE, CLEMMONS, N.C. (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

Recommend Approval

SUMMARY OF INFORMATION:

See Attached

ATTACHMENTS: YES NO

SIGNATURE: *f. Dudley Watts, Jr. /AMS* DATE: November 13, 2018
COUNTY MANAGER

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN
EASEMENT TO DUKE ENERGY CAROLINAS, LLC TO ACCESS ELECTRIC AND
COMMUNICATION FACILITIES ON 2.89 ACRES LOCATED AT
STADIUM DRIVE AND 6301 COOK AVENUE, CLEMMONS, N.C.
(GENERAL SERVICES DEPARTMENT)**

WHEREAS Duke Energy Carolinas, LLC requests an easement to access 2.89 acres of Forsyth County property located at Stadium Drive and 6301 Cook Avenue, Clemmons, N.C., to construct, operate and maintain electric and communication facilities within a portion of the designated easement area for consideration of One Dollar (\$1.00); 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 Duke Energy Carolinas, LLC, to access 2.89 acres of Forsyth County property located at Stadium Drive and 6301 Cook Avenue, Clemmons, N.C., to construct, operate and maintain electric and communication facilities within a portion of the designated easement area; 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 access 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 15th day of November 2018.

EASEMENT

NORTH CAROLINA
FORSYTH COUNTY

Prepared By: Lee Barber
Return To: Duke Energy Carolinas
Attn: Lee Barber
500 Utility Drive
Clemmons, NC

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("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 Clemmons Township, described as follows: PIN # 5893-22-5309 containing 2.89 acres, more or less, and being the land described in a deed from The Village of Clemmons, a North Carolina Municipality to County of Forsyth, dated February 21, 2017, and recorded in Deed Book 3333, Page 1142-1143, also shown on a Plat, dated November 16, 2016, entitled " Stadium Drive and 6301 Cook Avenue ", and recorded in Plat Book 65, Page 109, all 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; and (d) 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:

_____, Clerk

(Affix Official Seal)

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 _____ 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, sealed with its official seal, and attested by _____ self as its _____ Clerk.

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

Notary Public

My commission expires: _____