

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: DECEMBER 19, 2019

AGENDA ITEM NUMBER: 21

SUBJECT: RESOLUTION AUTHORIZING THE GRANT OF AN EASEMENT TO DUKE ENERGY CAROLINAS, LLC, TO ACCESS AND CONSTRUCT ELECTRIC AND COMMUNICATION FACILITIES ON 2.64 ACRES OF FORSYTH COUNTY OWNED REAL PROPERTY

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: December 16, 2019

RESOLUTION AUTHORIZING THE GRANT OF AN EASEMENT TO DUKE ENERGY CAROLINAS, LLC, TO ACCESS AND CONSTRUCT ELECTRIC AND COMMUNICATION FACILITIES ON 2.64 ACRES OF FORSYTH COUNTY OWNED REAL PROPERTY

WHEREAS Duke Energy Carolinas, LLC, requests an easement to access 2.64 acres of Forsyth County owned real property located at 201 N. Chestnut Street, Winston-Salem, NC, PIN 6835-36-3505.00, known as the Forsyth County Government Center to construct, operate, and maintain electric and communication facilities within a portion of the designated easement area for consideration of \$1.00, to provide enhanced electric and communication facilities to service the Government Center and the new courthouse; 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 the parties are reasonable;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the grant of an easement to access 2.64 acres of Forsyth County property located at 201 N. Chestnut Street, Winston-Salem, NC, PIN 6835-36-3505.00, to construct, operate and maintain electric and communication facilities within a portion of the designated easement area for consideration of \$1.00; 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 19th day of December 2019.

EASEMENT

NORTH CAROLINA
FORSYTH COUNTY

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

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from THE COUNTY OF FORSYTH, a political subdivision of the State of North Carolina, ("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: PIN 6835-36-3505.00 containing 2.64 acres more or less, and being the land described in a deed from R.J. Reynolds Tobacco Company, a New Jersey corporation to The County of Forsyth, a political subdivision of the State of North Carolina, dated September 27, 1990, and recorded in Deed Book 1701, Page 3205, 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. It is understood and agreed that the general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by DEC in substantial compliance with Exhibit A hereto. 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.

Notwithstanding anything to the contrary above, the EASEMENT herein granted is for Facilities to be installed at any point agreed upon by the parties and where needed on the Property provided that, prior to placement of any Facility, GRANTOR must agree in writing to the placement or relocation of any Facility and the schedule of any such placement or relocation.

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.

The County of Forsyth

By: _____

David R. Plyler, Chairman, Board of Commissioners

ATTEST:

_____, Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

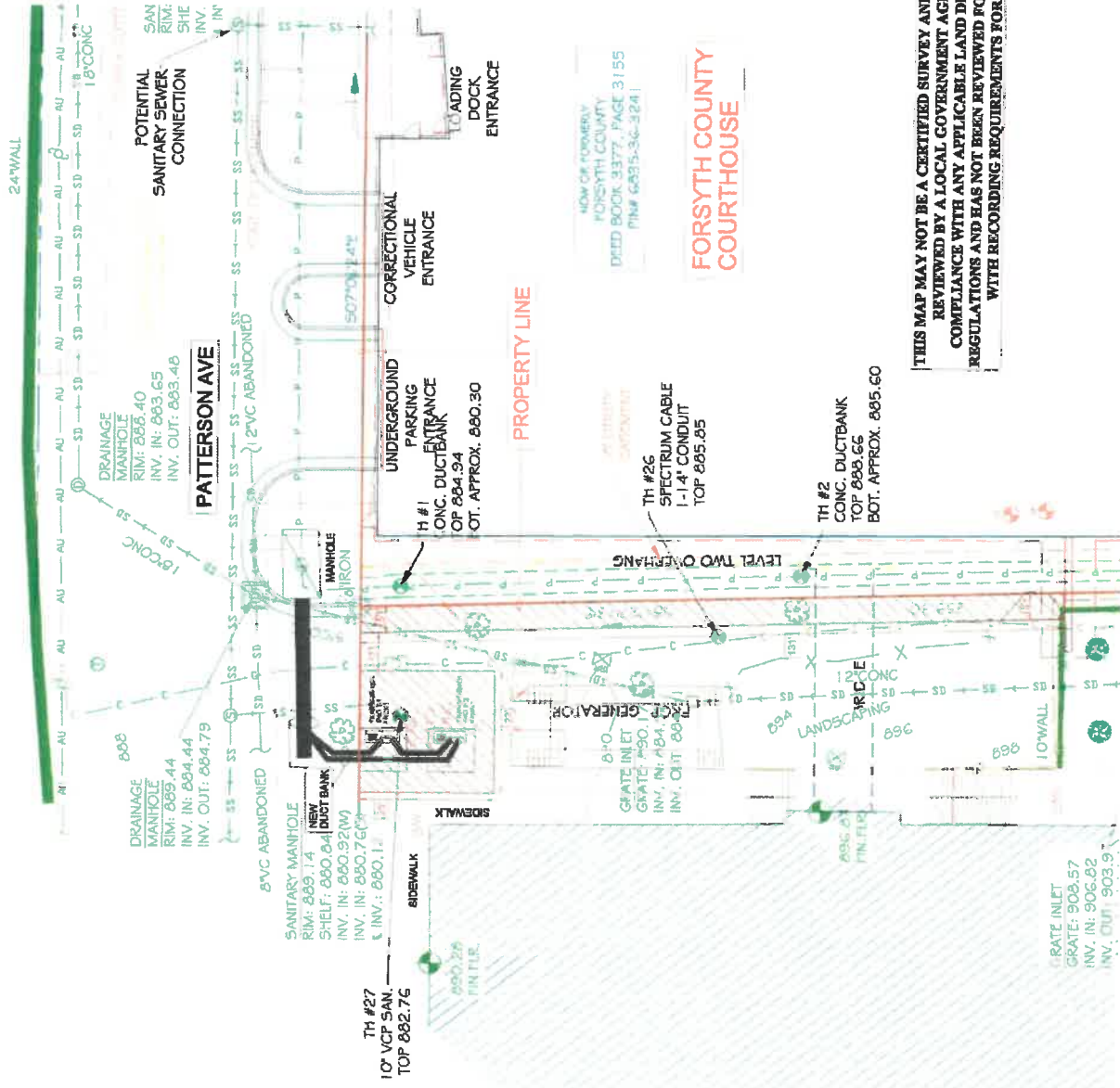
I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ Clerk of Forsyth County, and that by authority duly given and as the act of said County, the foregoing EASEMENT was signed in its name by its Chairman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

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



Notary Public

EXHIBIT A



DUKE ENERGY EASEMENT

HOW OR FORMERLY
FORSYTH COUNTY
DEED BOOK 3377, PAGE 3155
P/M# 6835-36-3241

**FORSYTH COUNTY
COURTHOUSE**

**FORSYTH COUNTY
GOVT CENTER**

HOW OR FORMERLY
FORSYTH COUNTY
DEED BOOK 1701, PAGE 3207
P/M# 6835-36-3308