

FORSYTH COUNTY

BOARD OF COMMISSIONERS


MEETING DATE: NOVEMBER 30, 2017 AGENDA ITEM NUMBER: 16

SUBJECT: RESOLUTION GRANTING AND AUTHORIZING EXECUTION OF AN EASEMENT FROM FORSYTH COUNTY TO DUKE ENERGY CAROLINAS, LLC TO SUPPORT ELECTRICAL AND COMMUNICATION FACILITIES AT TANGLEWOOD PARK (FORSYTH COUNTY PARKS AND RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: Yes No

SIGNATURE:  **COUNTY MANAGER** **DATE:** November 29, 2017

**RESOLUTION GRANTING AND AUTHORIZING EXECUTION OF AN
EASEMENT FROM FORSYTH COUNTY TO DUKE ENERGY CAROLINAS,
LLC TO SUPPORT ELECTRICAL AND COMMUNICATION FACILITIES
AT TANGLEWOOD PARK
(FORSYTH COUNTY PARKS AND RECREATION DEPARTMENT)**

WHEREAS, Forsyth County is authorized pursuant to the provisions of N.C.G.S. 153A-176 and 160A-273 to grant an easement to Duke Energy Carolinas, LLC to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify, and remove electrical and communication facilities on Tanglewood Park as described in the attached easement agreement;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby grants from Forsyth County to Duke Energy Carolinas, LLC a 30-foot wide overhead portion easement and a 20-foot wide underground portion easement, together with an area 10 feet wide, on all sides of the foundation of any Duke Energy Carolinas, LLC enclosure/transformer, vault or manhole on Tanglewood Park premises to support electrical and communication facilities of Tanglewood Park as described in the attached easement agreement.

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 agreement to Duke Energy Carolinas, LLC, upon Tanglewood Park, 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 30th day of November 2017.

EASEMENT

NORTH CAROLINA
FORSYTH COUNTY

Prepared By: M.Holbrook for D.Popp
Return To: Duke Energy Carolinas
Attn: Matthew Holbrook
500 Utility Drive
Clemmons NC, 27012

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from FORSYTH COUNTY, 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.

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 5882-33-5362 containing 1147.49 acres more or less and being the property described in a deed between William Reynolds Lybrook, L.D. Long and Wachovia Bank and Trust Company, N.A. Trustees under the Will of William N. Reynolds to Forsyth County dated February 1st, 1977 and recorded in Deed Book 1193 Page 1576 of the 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, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities 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.

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

J. Dudley Watts, Jr. County Manager

ATTEST:

Carla D. Holt, Clerk to the Board of Commissioners

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Carla D. Holt personally appeared before me this day and acknowledged that he(she) is Clerk to the Board of Commissioners 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 County Manager, sealed with its official seal, and attested by Herself as its Clerk.

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

Notary Public

My commission expires: _____