

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MAY 24, 2018 AGENDA ITEM NUMBER: 13

**SUBJECT: RESOLUTION GRANTING AND AUTHORIZING EXECUTION OF AN EASEMENT FROM FORSYTH COUNTY TO DUKE ENERGY CAROLINAS, LLC TO SUPPORT ELECTRICAL AND COMMUNICATION FACILITIES AT STURMER PARK CIRCLE (FORSYTH COUNTY GENERAL SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:** See Attached

**ATTACHMENTS:**  Yes  No

**SIGNATURE:** *J. Dudley Watts, Jr. CM* **COUNTY MANAGER** **DATE:** May 23, 2018

**RESOLUTION GRANTING AND AUTHORIZING EXECUTION OF AN  
EASEMENT FROM FORSYTH COUNTY TO DUKE ENERGY CAROLINAS,  
LLC TO SUPPORT ELECTRICAL AND COMMUNICATION FACILITIES  
AT STURMER PARK CIRCLE  
(FORSYTH COUNTY GENERAL SERVICES 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 Sturmer Park Circle as described in the attached easement agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby grants, on behalf of Forsyth County, to Duke Energy Carolinas, LLC a 20-foot wide 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 for the purpose of transmitting and distributing electrical energy and for communication purposes of Duke Energy Carolinas, LLC and Incumbent Local Exchange Carriers 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 between Forsyth County and Duke Energy Carolinas, LLC, upon Sturmer Park Circle, 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 24<sup>th</sup> day of May 2018.

EASEMENT

NORTH CAROLINA  
FORSYTH COUNTY

Prepared By: Lee Barber  
Return To: Duke Energy Carolinas  
Attn: Lee Barber  
500 Utility Drive  
Clemmons, NC 27012

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
("Effective Date"), from FORSYTH COUNTY, 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 Old Town Township, described as follows: PIN #6828-13-9481 containing 43.62 acres, more or less, and being the land described in a deed from Forsyth County Board of Education, a Corporation of Winston-Salem, Forsyth County North Carolina to Forsyth County North Carolina, dated January 26, 1971, and recorded in Deed Book 1013, Page 320, 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.

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: \_\_\_\_\_