

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 7, 2011

SUBJECT: Right of way Agreement for Transfer Station

PRESENTER: Marcus Jones

ATTACHMENTS: Yes
1. Right of way Agreements

SUMMARY OF REQUEST:

This request is for approval for an agreement between Henderson County and Duke Energy Carolinas, LLC for three rights of ways on the Landfill and Animal Shelter properties. Duke Energy Carolinas, LLC is requesting to have a width of 10 feet on each side of the centerlines for electrical facilities both above and below ground.

These rights of ways are for the relocation of utilities for the Solid Waste Capital Improvements. These easements will cover new power lines for improvements to the Landfill property.

BOARD ACTION REQUESTED:

Approve and authorize the County Engineer to sign these three right of way agreements with Duke Energy Carolinas, LLC.

Suggested Motion:

I move that the board approves and authorize the County Engineer to sign these three right of way agreements with Duke Energy Carolinas, LLC.

WR No. 915547 Resp. 5530 Project CIPINC
Drawn By: DONALD J FAULKNER
Project Description: UG PRI EXT AT HENDERSON COUNTY
LANDFILL, 806 STONEY MT RD HENDERSONVILLE NC

Return Address: Duke Energy Carolinas
Attn: DONALD J FAULKNER
957 SPARTANBURG HWY
HENDERSONVILLE NC 28792

STATE OF NORTH CAROLINA

RIGHT OF WAY AGREEMENT

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS, That HENDERSON COUNTY LANDFILL hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, does hereby grant unto DUKE ENERGY CAROLINAS, LLC, and its successors and assigns, subsidiaries and divisions, hereinafter called "Grantee," the perpetual right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, property described as:

PIN #9650727217

and over and across said premises within a right-of-way strip (check applicable):

having a width of _____ feet on each side of a centerline determined by the centerline of the electrical facilities and/or the lighting facilities, as installed, to construct, maintain and operate with poles, lighting fixtures, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and/or providing lighting services and for the communications purposes of the Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, equipment and facilities, to perform maintenance and repairs, and to make alterations and additions thereto, to remove from the right-of-way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines or other facilities or equipment and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines or other facilities or equipment ; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric, lighting, telecommunications or other communications facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip.

having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities and/or the lighting facilities, as installed, to construct, maintain and operate underground lines and conduits with other apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity, providing lighting services and for the communications purposes of Grantee. The following rights are also granted to Grantee: to enter said premises to inspect said lines, equipment and facilities, to perform maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. Grantor, for itself and its successors and assigns, agrees to hold Grantee, its successors and assigns, harmless for replacement and/or repair of paving, landscaping and fences as a result of future system maintenance and repair. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, NCUC Docket E-7, Sub 828, receipt of a copy of which is acknowledged by Grantor.

This right-of-way is given to permit the construction or modifications of facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, _____

GRANTOR

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

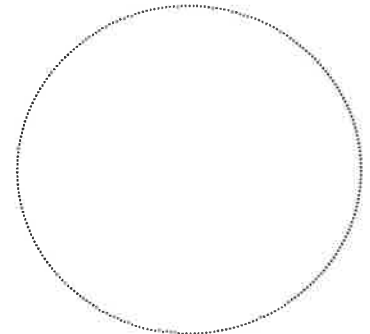
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____

Date: _____

My Commission Expires: _____

Notary Public



Affix (Notary or Corporation) Seal

WR No. 923227 Resp. 5530 Project CIPINC
Drawn By: DONALD J FAULKNER
Project Description: OH PRI LINE RELOCATE AND UG SVC
AT 806 STONEY MT RD HENDERSONVILLE NC 28792

Return Address: Duke Energy Carolinas
Attn: DONALD J FAULKNER
957 SPARTANBURG HWY
HENDERSONVILLE NC 28792

STATE OF NORTH CAROLINA

RIGHT OF WAY AGREEMENT

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PIN #9650727217

and over and across said premises within a right-of-way strip (check applicable):

having a width of 15 feet on each side of a centerline determined by the centerline of the electrical facilities and/or the lighting facilities, as installed, to construct, maintain and operate with poles, lighting fixtures, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and/or providing lighting services and for the communications purposes of the Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, equipment and facilities, to perform maintenance and repairs, and to make alterations and additions thereto, to remove from the right-of-way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines or other facilities or equipment and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines or other facilities or equipment ; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric, lighting, telecommunications or other communications facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip.

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IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, _____

GRANTOR

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

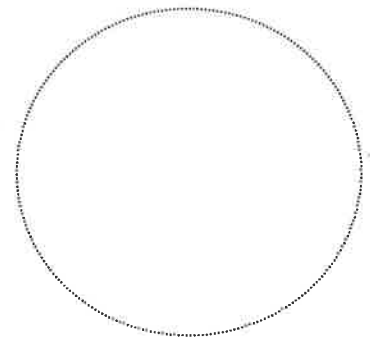
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____

Date: _____

My Commission Expires: _____

Notary Public



Affix (Notary or Corporation) Seal

WR No. 956244 Resp. 5530 Project CRCINC
Drawn By: DONALD J FAULKNER
Project Description: OH AND UG RELOCATION AT
828 STONEY MT RD, HENDERSONVILLE NC 28791

Return Address: Duke Energy Carolinas
Attn: DONALD J FAULKNER
957 SPARTANBURG HWY
HENDERSONVILLE NC 28792

STATE OF NORTH CAROLINA

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PIN #9650614773
DEED BOOK - 01029
DEED PAGE - 00073

and over and across said premises within a right-of-way strip (check applicable):

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GRANTOR

By: _____

Name: _____

Title: _____

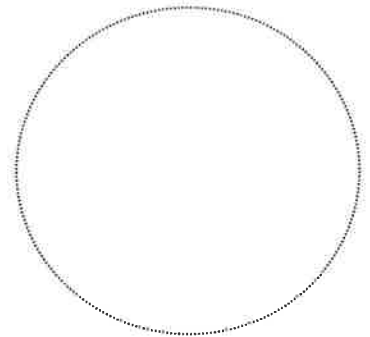
STATE OF NORTH CAROLINA
COUNTY OF _____

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Date: _____

My Commission Expires: _____

Notary Public



Affix (Notary or Corporation) Seal
