

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** September 8, 2015

**SUBJECT:** Public Service Gas Company – Natural Gas Line  
Easement on School Property

**PRESENTER:** C. Russell Burrell, County Attorney

**ATTACHMENTS:** Easements

**SUMMARY OF REQUEST:**

Public Service Gas Company (PSNC) has requested that the two early natural gas line easements (attached) that exist on the property at Apple Valley Middle and North Henderson High Schools be replaced and combined with a new easement (attached). The older easements are "blanket" easements that give PSNC the right to place gas pipelines almost anywhere on the property. PSNC has surveyed the pipeline and created a plat narrowing the easement area to fifty feet (50) that goes across the corner of the property. PSNC would like to define the actual easement area and show it represented by a metes and bounds description. This is only a definition of the easement and no money is involved with executing the new easement.

**BOARD ACTION REQUESTED:**

Request that the Board consider approving the new easement and authorize the County Manager to execute it as presented.

***Suggested Motion:***

***I move that the Board of Commissioners approve the new easement and authorize the County Manager to execute it as presented.***

New/Combine

**EASEMENT**

Prepared By:  
Public Service of North Carolina, Incorporated  
Return To:  
SCANA Corporation  
Attn: Craig Bodie  
800-A Gaston Rd.  
Gastonia, NC 28056

Line No.	T-001A Replacement
Parcel No.	1013176
R/W No.	HE-172
Project No.	0059354

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Know all men by these presents that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **COUNTY OF HENDERSON** ("*Grantor*", whether one or more), the receipt of which is hereby acknowledged, Grantor hereby conveys unto **PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED**, a South Carolina corporation d/b/a **PSNC ENERGY**, and its successors and assigns ("*PSNC*"), a perpetual easement for installing, laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing a pipeline or pipelines (together with appurtenant facilities including, but not limited to, valves, regulators, meters, fittings, appliances, tie-overs, pipeline markers, communications and electrical service, and corrosion control equipment) (the pipeline(s) and appurtenant facilities are collectively referred to herein as "*Facilities*") for the transportation and control of natural gas under, upon, over, through, and across lands of Grantor, or in which Grantor has an interest, situate in Clear Creek Township, Henderson County, North Carolina, as described in that instrument recorded in Book 1431, Page 253, Henderson County Registry ("*Grantor's Land*"). The easement granted herein shall be located as shown on Exhibit A, which are attached hereto and incorporated herein (the "Permanent Right of Way").

PSNC shall have the right to install, lay, construct, maintain, inspect, operate, repair, alter, replace, change the size of, and remove, at any time and from time to time, additional Facilities within the Easement Area, including one or more additional pipelines and appurtenances thereto, without the payment of additional compensation, such rights being included in this Easement and the consideration paid hereunder. All Facilities installed by PSNC shall be and remain the property of PSNC and may be removed or replaced by it at any time and from time to time. PSNC shall have the right to assign this Easement and the rights granted herein, in whole or in part, at any time and from time to time.

PSNC shall have all rights necessary and convenient for exercising the rights granted herein, including, but not limited to, the right of ingress and egress over and across the Easement Area and Grantor's Land for access to and from the Easement Area, and, subject to the provisions of this Easement, the right from time to time to cut all trees, shrubs, and undergrowth, and to clear other obstructions located within the Easement Area, that PSNC determines, in its discretion, may injure, endanger, or interfere with the Facilities or its exercise of the rights granted herein. In exercising the right of ingress and egress outside of the Easement Area granted herein, PSNC shall make reasonable efforts to cause the least practicable interference with Grantor's use of Grantor's Land and use existing roads and driveways to the extent reasonably practicable. PSNC shall comply with all applicable federal, state, and local laws, ordinances, and regulations in exercising the rights granted herein.

Grantor, its heirs, successors, and assigns, shall not do the following within the Easement Area: (i) construct or permit to be constructed any temporary or permanent house, building, or other natural or manmade structure (including, but not limited to, wells, tanks, septic systems, and other natural or man-made obstructions of any nature or kind whatsoever), (ii) place or allow to be placed any other temporary or permanent obstruction that PSNC determines, in its discretion, could damage the Facilities or interfere with its exercise of the rights granted herein (including, but not limited to, the accumulation of garbage, rubble, disabled vehicles, tires, or debris, or the impoundment of water), (iii) plant or allow to be planted any trees, timber, orchards, or large shrubs, (iv) change the grade without prior written approval from PSNC, or (v) relocate or remove any pipeline markers.

Grantor may make full use and enjoyment of the Easement Area in any manner not inconsistent with the rights conveyed herein, including, without limitation: (a) plant, grow, and harvest seasonal crops whose root systems will not interfere with the Facilities, (b) build roads, streets, or aboveground utilities that cross the Easement Area so long as the centerline of such road, street, or aboveground utility crosses the centerline of the Easement Area as close to perpendicular as reasonably possible, as determined by PSNC, (c) construct fences and underground utilities that cross the Easement Area, but only upon advance written approval from PSNC as to the type, specifications, construction plans, and exact location of the proposed improvements, including clearance distances from the Facilities, and provided that any fences must provide access to the Easement Area suitable to PSNC. Grantor shall notify PSNC in writing at least thirty (30) days prior to any construction or maintenance activity within the Easement Area to obtain such approval and to allow PSNC's representative to be present during such activity.

To have and to hold said Easement unto PSNC, its successors and assigns, forever, and Grantor, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with PSNC that Grantor is lawfully seized of Grantor's Land and the Easement Area in fee and has the right to convey said rights and Easement and that Grantor will forever warrant and forever defend the title to said rights and Easement against the lawful claims of all persons whomsoever. The individuals signing this Easement personally warrant that they have the right and power to enter into this Easement, to grant the rights granted under this Easement, and to undertake the obligations described in this Easement.

It is understood and acknowledged by the undersigned that the person securing this grant on behalf of PSNC is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on PSNC.

GRANTOR:

County of Henderson

By: \_\_\_\_\_ Sign

\_\_\_\_\_ Print

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_, Member / Manager / \_\_\_\_\_ President (Circle One) of **County of Henderson**, GRANTOR, personally appeared before me this day and acknowledged the due execution of the foregoing GRANT OF EASEMENT on behalf of \_\_\_\_\_

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Sign

Notary Public

Notary Seal

\_\_\_\_\_ Print

My Commission Expires: \_\_\_\_\_

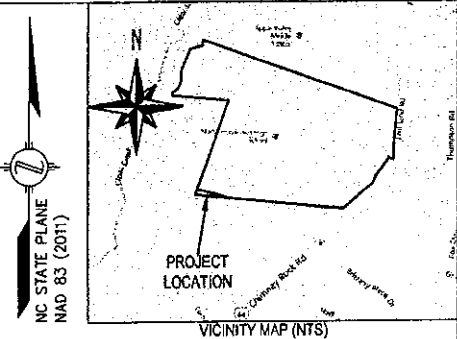
**EXHIBIT A**

(Survey of Easement Area)

EXHIBIT A

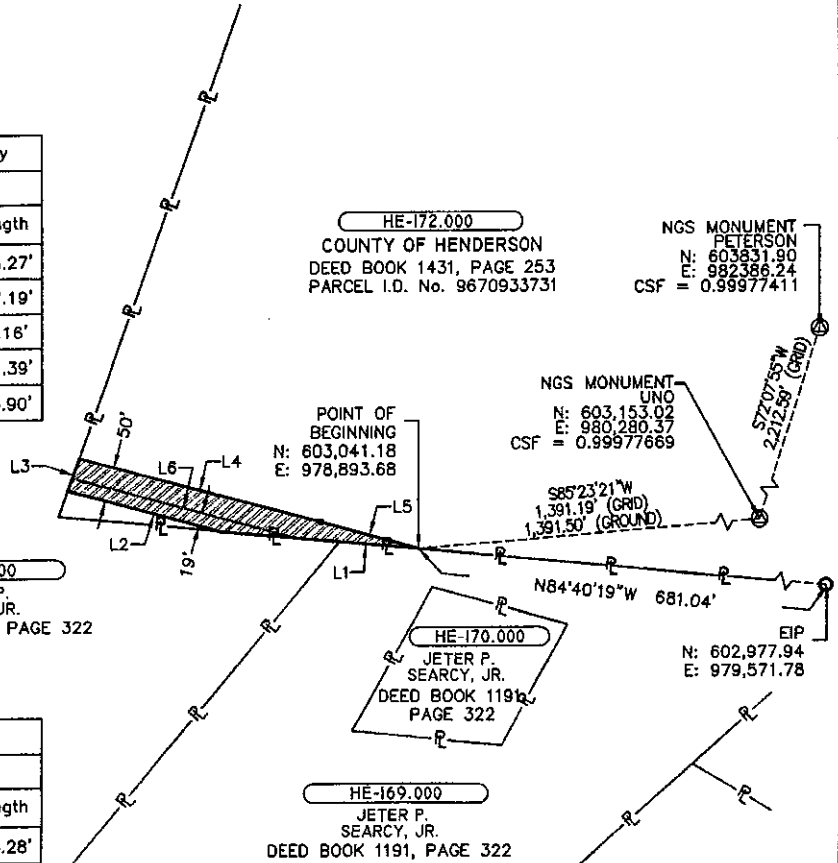
NOTES

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
2. AREAS DETERMINED BY COORDINATE METHOD.
3. AREAS SHOWN ARE SUBJECT TO EASEMENT OF RECORD.
4. RECORD REFERENCES: DEED BOOK 1431, PAGE 253
5. PARCEL I.D. No. 9670933731.
6. PROPERTY LINES SHOWN ARE BASED ON EXISTING DEEDS, PLATS AND VISIBLE MONUMENTATION DISCOVERED ALONG PROJECT AREA.
7. THIS SURVEY IS REFERENCED TO THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83 (2011).
8. ALL CORNERS ARE AS NOTED.
9. THIS PLAT IS FOR EASEMENT ACQUISITION PURPOSES ONLY AND IS NOT TO BE CONSIDERED A BOUNDARY SURVEY OF THE PARENT TRACT.
10. ALL TEMPORARY LAND RIGHTS WILL EXPIRE DECEMBER 31, 2016.
11. THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



Permanent Right of Way		
Line Table		
Line #	Direction	Length
L1	N84°40'19"W	288.27'
L2	N74°57'51"W	227.19'
L3	N19°40'21"E	50.16'
L4	S74°57'51"E	361.39'
L5	S74°25'05"E	145.90'

Centerline of Pipeline		
Line Table		
Line #	Direction	Length
L6	N74°47'36"W	333.28'



LEGEND

- ⊙ NGS MONUMENT
- ⊙ EIP EXISTING IRON PIPE OR PIN
- ⊙ IPS IRON PIN SET
- ⊙ CP COMPUTED POINT
- ↖ LINE NOT TO SCALE
- R.O.W. RIGHT OF WAY
- ▨ PERMANENT RIGHT OF WAY
- ▤ EXISTING EASEMENT
- ▧ TEMPORARY WORKSPACE
- ▩ ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)



COUNTY OF HENDERSON

AREA OF PERMANENT EASEMENT: 18,458± sq. ft. 0.42± acres

LENGTH OF PIPELINE: 333.28 feet 20.20 rods

I, John M. Story, certify that this plat was drawn under my supervision from an actual survey performed under my supervision (deed description recorded in DEED BOOK 1431, PAGE 253; that the ratio of precision as calculated is 1:10,000±; that the Global Positioning System (GPS) observations were performed to the Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks at the Class "A" accuracy classification (95% confidence) using RTK Network/ OPUS and traditional traverse.

That this plat meets the requirements of G.S. 47-30 section (f)(11)(d).

This 11th day of August, 2015.

*John M. Story*  
 JOHN M. STORY, PLS L-3840  
 DONALDSON, GARRETT & ASSOCIATES, INC.  
 9471-L SOUTHERN PINE BOULEVARD  
 CHARLOTTE, N.C. 28273  
 PH: (704) 374-1955 john.story@dg-anc.com  
 NC CORPORATE LICENSE No. C-1518

EASEMENT SURVEY					
FPR PSNC ENERGY - T-001 REPLACEMENT					
CLEAR CREEK TOWNSHIP					
HENDERSON COUNTY, NORTH CAROLINA					
<b>PSNC ENERGY</b>					
SURFACE SITE IN PROPERTY OF COUNTY OF HENDERSON					
35 FRUIT LAND ROAD, HENDERSONVILLE, NC					
HE-172.000					
DEED BOOK 1431, PAGE 253					
53020-35-180					
Drawn By	Checked By	App'd By	MS Proj. No.	Scale	
DG/RGA			53020000	1" = 200'	
Drawn Date	Scale	PSNG Proj. No.			
08/11/15	1 OF 1	0059344			
GRAPHIC SCALE IN FEET					
REVISIONS					
No.	Date	Rev By	Description	Checked	

LATERAL NO. 41 **331**  
R/W NO. 225 **125**  
W. O. NO. 58-41

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF Henderson

KNOW ALL MEN BY THESE PRESENTS: That the undersigned  
Lawrence B. Henneberger and wife Ethel C. Henneberger

(hereinafter called GRANTOR, whether one or more), for and in consideration of  
Twelve and no/100 Dollars (\$ 12.00)  
cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto PUBLIC  
SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a North Carolina corporation, its successors and  
assigns, (hereinafter called GRANTEE), a right of way and easement for the purpose of laying, constructing, maintaining,  
operating, repairing, altering, replacing and removing pipe lines (with valves, regulators, meters, fittings, appliances, de-  
vices, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquid, gases or  
substances which can be transported through a pipe line, the Grantee to have the right to select the route (the laying of  
the first pipe line to constitute the selection of the route by the Grantee), under, upon, over, through and across the lands  
of the Grantor, situated in the County of Henderson, State of North Carolina, described as follows:  
lying and being in Henderson Co., and being that lot # 2, 11 acre tract conveyed  
by Mrs. Barbara C. Cody and others, to Ethel C. Henneberger and husband Lawrence  
B. Henneberger by deed dated Sept. 1, 1945, and recorded in Henderson Co. Record  
of Deed No. 280, page 199.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair,  
remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first  
pipe line laid by Grantee hereunder; but for any such additional line so laid the Grantee shall pay Grantor or the de-  
pository hereinafter designated, a sum equivalent to One Dollar (\$1.00) per linear rod of such additional line, or such  
proportionate part thereof as Grantor's interest in said lands bears to the entire fee, with sixty (60) days subsequent  
to the completion of the construction of such additional line.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use  
of the rights herein granted, including but without limiting the same to, the free and full right of ingress and egress  
over and across said lands and other lands of the Grantor to and from said right of way and easement, and the right  
from time to time to cut all trees, undergrowth, and other obstructions that may injure, endanger or interfere with  
the construction, operation, maintenance and repair of said pipe lines. The Grantee shall have the right to assign  
this grant in whole or in part.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until  
such first pipe line be constructed and so long thereafter as a pipe line is maintained, repaired, and the undersigned  
hearty and themselves, their heirs, executors and administrators (and successors and assigns) to defend and  
forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person who-  
soever lawfully claiming or to claim the same or any part thereof.

The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and  
also to pay for any damage to fences, growing crops and timber which may arise from laying, constructing,  
altering, repairing, removing, changing the size of and replacing such pipe lines; said damage if not mutually  
agreed upon to be ascertained and determined by three disinterested persons, one to be appointed by the  
undersigned Grantor, his executors, heirs or assigns; one by the Grantee, its successors, or assigns; and the third by  
the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and  
conclusive.

Any payments hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made  
by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_  
to the joint credit of Grantor, said bank, and its successors, being hereby designated by the depository for such purposes,  
irrespective of any future change in the ownership of the said bank, to be disbursed to the Grantor, his heirs, executors  
in the ownership of said lands, then such deposit may be made in the following account: \_\_\_\_\_  
notifying said bank, and no charge in the ownership of said lands shall be deemed to have been made by reason  
of this by which such change of ownership has been placed on record in the County wherein said lands are located,  
and a certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and all statements or statements  
made at various times have been made, including all of the terms of this agreement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I, W.T. Parks, a Notary Public, of Gaston

County, North Carolina, do hereby certify that Lawrence B. Henneberger  
and Ethel C. Henneberger

personally appeared before me this day and each acknowledged the execution of the foregoing Right of Way Agreement.

Witness my hand and notarial seal this the 7th day of November, 1953



W.T. Parks  
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF Henderson

The foregoing certificate of W.T. Parks a Notary Public of Gaston County, North Carolina, is adjudged to be in due form and according to law.

Let the aforesaid Right of Way Agreement and the certificate be registered.

This 30 day of March, 1954

Edith R. Hentley Clerk of Superior Court

of Henderson County, North Carolina

By \_\_\_\_\_ Deputy C. S. C.

STATE OF NORTH CAROLINA  
COUNTY OF Henderson

Lawrence B. Henneberger  
at 44

To  
PUBLIC SERVICE COMPANY  
OF N. C., Inc.

RIGHT OF WAY AGREEMENT

Filed for registration on the 30

day of March, 1954 at

3:40 o'clock P. M., and registered in

the office of the Register of Deeds for

Henderson County, N. C.,

this 7 day of

April, 1954, at 10:00

o'clock A. M., in Book 31 of

Deeds, on page 175, and verified.

Marshall W. Watton  
Register of Deeds

By \_\_\_\_\_  
at 44

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF Henderson

KNOW ALL MEN BY THESE PRESENTS: That the undersigned  
Nathan A. Seagle

(hereinafter called GRANTOR, whether one or more), for and in consideration of  
Thirty and no/100 Dollars (\$ 30.00)  
cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto PUBLIC  
SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a North Carolina corporation, its successors and  
assigns, (hereinafter called GRANTEE), a right of way and easement for the purpose of laying, constructing, maintaining,  
operating, repairing, altering, replacing and removing pipe lines (with valves, regulators, meters, fittings, appliances, de-  
overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquid, gases or  
substances which can be transported through a pipe line, the Grantee to have the right to select the route (the laying of  
the first pipe line to constitute the selection of the route by the Grantee), under, upon, over, through and across the lands  
of the Grantor, situated in the County of Henderson, State of North Carolina, described as follows:  
lying and being in Henderson Co. and being that tract conveyed by C. Ed  
DeBersawere to N. A. Seagle and wife Louise Seagle by deed dated Oct. 22, 1932, and  
recorded in Henderson Co. Record of Deed no. 203, page 121.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair,  
remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first  
pipe line laid by Grantee hereunder; but for any such additional line so laid the Grantee shall pay Grantor, or the de-  
pository hereinafter designated, a sum equivalent to One Dollar (\$1.00) per lineal rod of such additional line, or such  
proportionate part thereof as Grantor's interest in said lands bears to the entire fee, within sixty (60) days subsequent  
to the completion of the construction of such additional line.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use  
of the rights herein granted, including but without limiting the same to, the free and full right of ingress and egress  
over and across said lands and other lands of the Grantor to and from said right of way and easement, and the right  
from time to time to cut all trees, undergrowth, and other obstructions that may injure, endanger or interfere with  
the construction, operation, maintenance and repair of said pipe lines. The Grantee shall have the right to assign  
this grant in whole or in part.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until  
such first pipe line be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned  
hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and  
forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whom-  
soever lawfully claiming or to claim the same or any part thereof.

The Grantee agrees to bury all pipe lines so that they will not interfere with the cultivation of the land, and  
also to pay for any damages to fences, growing crops and timber which may arise from laying, constructing,  
altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually  
agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the  
undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors, or assigns; and the third by  
the two persons aforesaid; and the written award of such three persons, or any two of them, shall be final and  
conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made  
by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_  
to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose,  
irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change  
in the ownership of said lands, then such deposit may be made in the aforesaid depository to the joint credit of those  
acquiring said lands, but no change in the ownership of said lands shall be binding upon Grantee until the monument  
of title by which such change becomes effective has been placed of record in the County wherein such lands are located  
and a certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no representations or statements,  
verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal  
this Twelfth day of April, 1954

WITNESS:  
Louise Rebecca Seagle \_\_\_\_\_  
Nathan A. Seagle \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

128

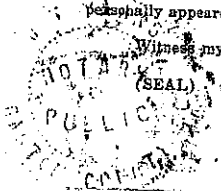
STATE OF NORTH CAROLINA

COUNTY OF Henderson

I, W.T. Parks, a Notary Public, of Gaston County, North Carolina, do hereby certify that Nathan A. Zeagle

personally appeared before me this day and each acknowledged the execution of the foregoing Right of Way Agreement.

Witness my hand and notarial seal this the 12th day of April, 1954



W.T. Parks  
Notary Public

My comm. expires: Aug. 13, 1955

STATE OF NORTH CAROLINA

COUNTY OF Henderson

The foregoing certificate of W.T. Parks a Notary Public of Gaston County, North Carolina, is adjudged to be in due form and according to law.

Let the aforesaid Right of Way Agreement and the certificate be registered.

This 31 day of Dec, 1954

W. B. ... Clerk of Superior Court  
of Henderson County, North Carolina

By \_\_\_\_\_ Deputy C. S. C.

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

To

PUBLIC SERVICE COMPANY  
OF N. C., Inc.

RIGHT OF WAY AGREEMENT

Filed for registration on the 31 day of Dec, 1954 at 2:10 o'clock P. M., and registered in the office of the Register of Deeds for \_\_\_\_\_

Anderson County, N. C.,

this 3 day of Jan, 1955, at 9:40 o'clock A. M., in Book 338 of Deeds, on page 182, and verified

Marshall ...  
Register of Deeds