

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: February 5, 2018

SUBJECT: Approval of easement to Duke Energy for underground power line at Emergency Services Headquarters site

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Proposed Easement

SUMMARY OF REQUEST:

Duke Energy proposes the attached (form) easement for the installation of underground power lines at the site of the under-construction Emergency Services Headquarters facility.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the easement.

If the Board is so inclined, the following motion is suggested:

I move that the Board grant the proposed easement to Duke Energy.

EASEMENT

NORTH CAROLINA
HENDERSON COUNTY

Return To: Duke Energy Carolinas
957 Spartanburg Hwy
Hendersonville, NC 28792

THIS EASEMENT ("Easement") is made this _____ day of _____, 201~~8~~
("Effective Date"), from COUNTY OF HENDERSON, NORTH CAROLINA, a public body politic and 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, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Hendersonville Township, described as follows: PIN# 9660-30-6082, containing 13.38 acres, more or less and being the land described in a deed from The Henderson County Board of Public Education to County of Henderson, dated August 9th, 2017, recorded in Book 3089, Page 457 and also shown as 13.57 acres on a plat dated March 6, 2006, entitled "Henderson County Board of Public Education" recorded in Plat Slide 5934, all Henderson 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.

COUNTY OF HENDERSON, NORTH CAROLINA,
a public body politic and political subdivision of the
State of North Carolina-

By: _____
J. Michael Edney, Chairman,
Board of Commissioners

ATTEST:

Teresa L. Wilson, Clerk
Board of Commissioners

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Teresa L. Wilson personally appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners for the County of Henderson, North Carolina, and that by authority duly given and as the act of said County, the foregoing EASEMENT was signed in its name by J. Michael Edney, Chairman of the Board of Commissioners, 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: _____

EASEMENT

NORTH CAROLINA
HENDERSON COUNTY

Return To: Duke Energy Carolinas
957 Spartanburg Hwy
Hendersonville, NC 28792

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COUNTY OF HENDERSON, NORTH CAROLINA,
a public body politic and political subdivision of the
State of North Carolina-

By: _____
J. Michael Edney, Chairman,
Board of Commissioners

ATTEST:

Teresa L. Wilson, Clerk
Board of Commissioners

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Teresa L. Wilson personally appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners for the County of Henderson, North Carolina, and that by authority duly given and as the act of said County, the foregoing EASEMENT was signed in its name by J. Michael Edney, Chairman of the Board of Commissioners, 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: _____