

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: March 19, 2008

SUBJECT: Utility Easement for Duke Energy Utility Pole Relocation
County of Henderson Property: Sugarloaf Elementary

ATTACHMENTS: Yes
1. Vicinity Map
2. Proposed Utility Easement
3. Proposed Pole Location Sketch

SUMMARY OF REQUEST:

Duke Energy is requesting the attached easement on County property to locate two utility power poles onto the County's Sugarloaf Elementary property. The transmission line needs to be relocated to allow for improvements to Sugarloaf Road as per the driveway permit with NCDOT for the School's access. The relocated line will result in two new poles on County property, see the attached layout plan of the access and notes from conversation with Duke Energy.

BOARD ACTION REQUESTED:

The Board is requested to authorize the Chairman to execute the Utility Easement with Duke Energy to locate two utility poles onto the County's Sugarloaf Elementary property located on Sugarloaf Road.

Suggested Motion:

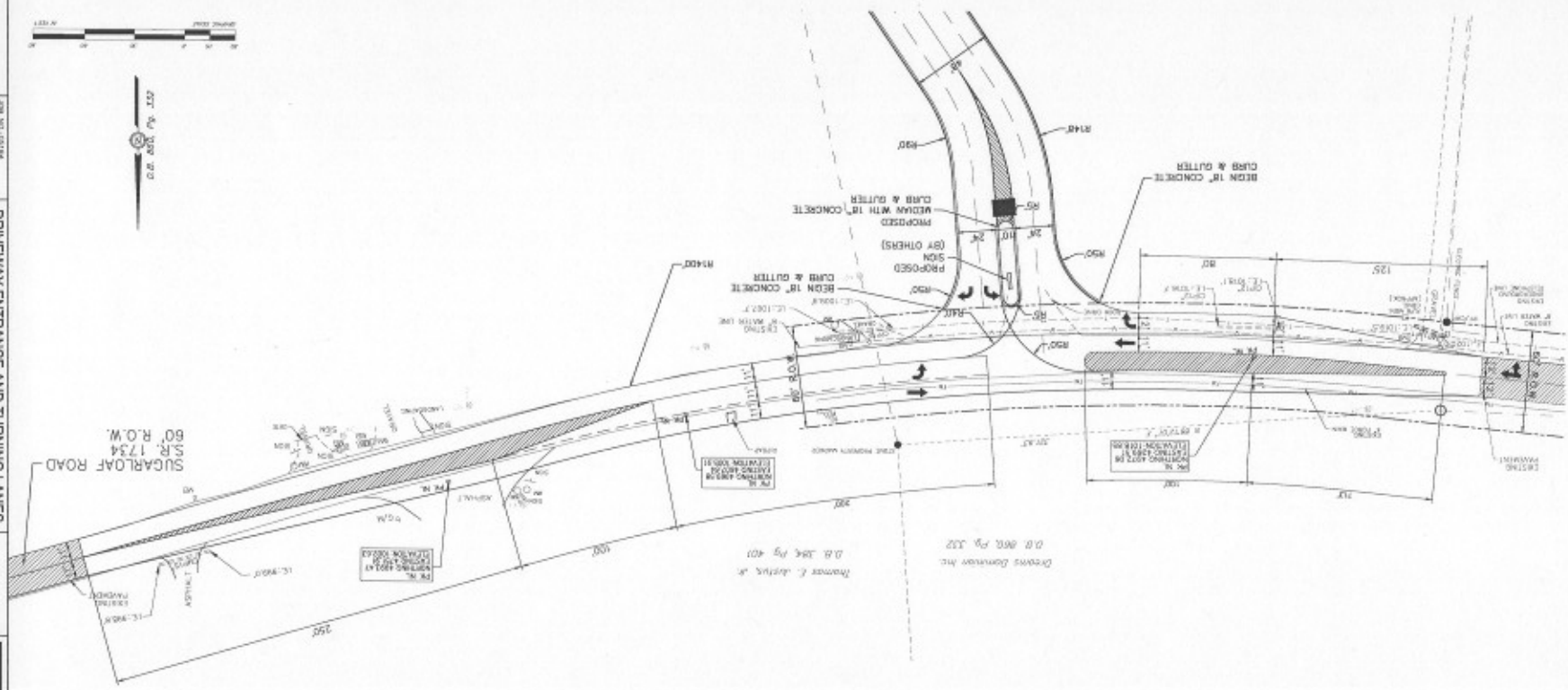
I move that the Board of Commissioners authorize the Chairman to execute the Utility Easement with Duke Energy to locate two utility poles onto the County's Sugarloaf Elementary property located on Sugarloaf Road.

DATE: 10/15/08
 DRAWN BY: J. L. LAMAR
 CHECKED BY: J. L. LAMAR
 APPROVED BY: J. L. LAMAR

NOTES:

CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL PUBLIC UNDERGROUND UTILITIES.
 PRIOR TO EXCAVATION CALL NORTH CAROLINA ONE CALL FOR LOCATIONS AT 1-800-433-4888.
 CONTRACTOR IS RESPONSIBLE FOR RESURFACING ALL DISTURBED AREAS WITH THE NORTH CAROLINA ADMINISTRATIVE CODE, RULES GOVERNING PUBLIC WATER SYSTEMS, TITLE 15A NCAC 15C.0909.
 CITY OF HENDERSONVILLE

LAYOUT PLAN-TURNING LANES
 SCALE: 1"=30'



Drawn: D. B. LAMAR, P.E.
 D.B. LAMAR, P.E. 401

Thomas C. LAMAR, P.E.
 T.C. LAMAR, P.E. 401

C1

SHEET

LAYOUT PLAN

DATE: 10/15/08
 SCALE: 1"=30'
 DRAWN BY: J. L. LAMAR
 CHECKED BY: J. L. LAMAR
 APPROVED BY: J. L. LAMAR

DRIVEWAY ENTRANCE AND TURNING LANES
SUGARLOAF ROAD
 ELEMENTARY SCHOOL
 HENDERSON COUNTY, NORTH CAROLINA

FOR
REVIEW
ONLY

McGill
 ASSOCIATES
 ENGINEERING-PLANNING-FINANCE
 50 BRADSHAW STREET
 ASHEVILLE, NC 28702-2207

WR No. 1059419 Resp. 5530 Project SFY159419
Drawn By: DAVID RATLIFF
Project Description: INSTALLATION OF TWO POLES/GUYS
TREE REMOVALS TO AVOID CONFLICT WITH TURN
LANES

Return Address: Duke Energy Carolinas
Attn: DAVID RATLIFF
808 DUNCAN REIDVILLE ROAD
DUNCAN, SC 29334

STATE OF NORTH CAROLINA

RIGHT OF WAY AGREEMENT

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS, That HENDERSON COUNTY 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:

2230 SUGARLOAF ROAD
DEED BOOK 001231
DEED PAGE 00224

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 and other telecommunications services. 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 _____ 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 and telecommunications purposes of Grantee and its licensees. 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

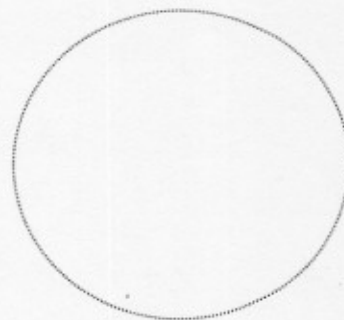
COUNTY OF _____

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. 1059419 Resp. 5530 Project SFYI59419
Drawn By: DAVID RATLIFF
Project Description: INSTALLATION OF TWO POLES/GUYS
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GRANTOR

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

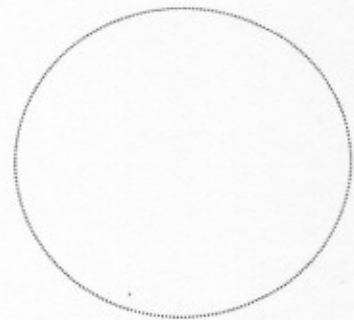
COUNTY OF _____

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



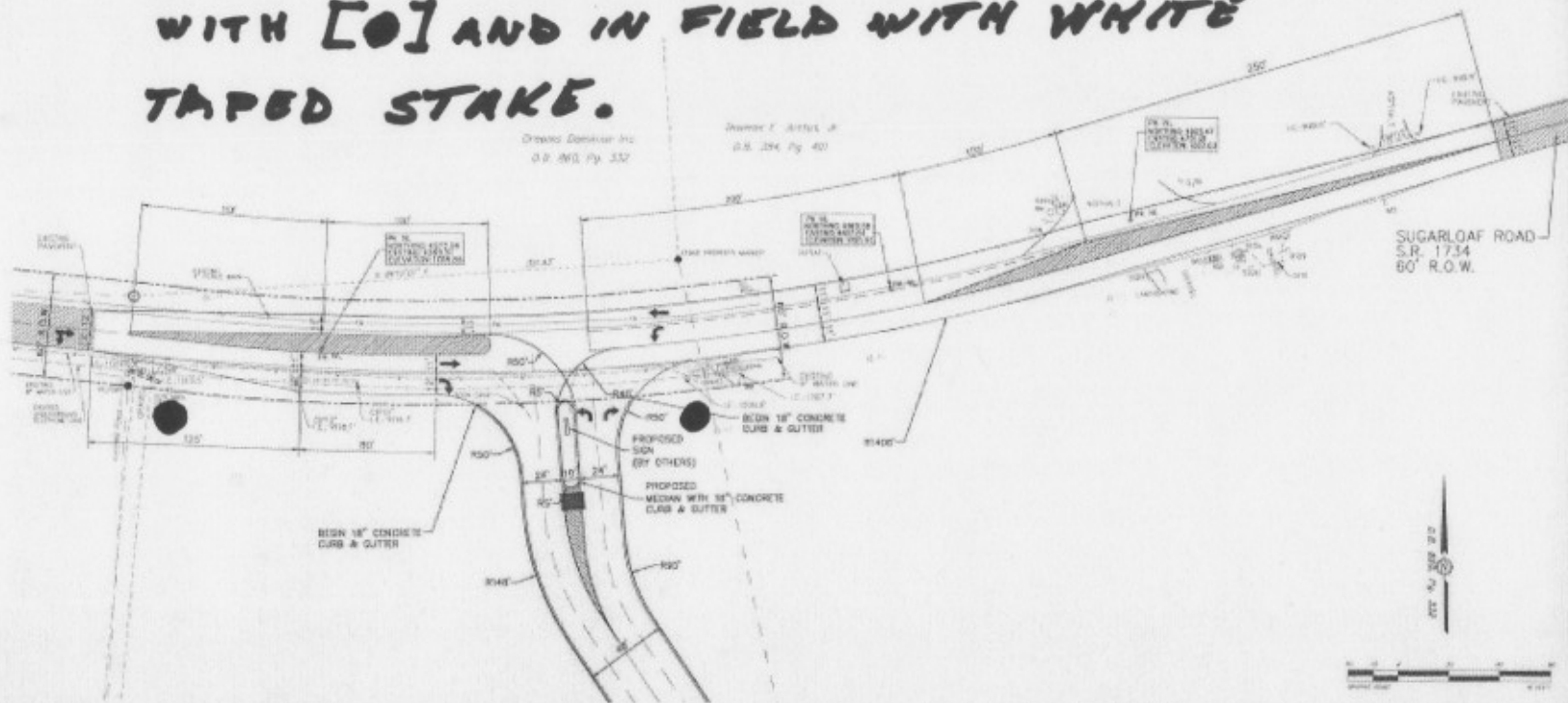
Affix (Notary or Corporation) Seal

DESIGNED BY
 ENGINEER, NORTH CAROLINA
 REGISTERED PROFESSIONAL ENGINEER
 NO. 10000, STATE OF NORTH CAROLINA
 DATE: 10/10/2018

→ PROPOSED POLE LOCATIONS PER
 CONVERSATION WITH DAVID RATLIFF
 WITH DUKE ENERGY. NOTED BELOW
 WITH [O] AND IN FIELD WITH WHITE
 TAPED STAKE.

Drawn: D. Ratliff
 0.9.2018, Pg. 337

Drawn: T. Ratliff
 0.9.2018, Pg. 401



NOTES:

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 CONTRACTOR IS REQUIRED TO COMPLY
 WITH THE NORTH CAROLINA
 ADMINISTRATIVE CODE, RULES GOVERNING
 PUBLIC WATER SYSTEMS, TITLED "ISA MEAS"
 19C.0908 CITY OF HENDERSONVILLE

LAYOUT PLAN-TURNING LANES
 SCALE: 1" = 30'

NO.	DATE	BY	REVISION

McGill
 ASSOCIATES
 ENGINEERING, PLANNING, FINANCE
 10000 STATE STREET
 ASHEVILLE, NC 28703
 TEL: 828.252.0071



DRIVEWAY ENTRANCE AND TURNING LANES
 SUGAR LOAF ROAD
 ELEMENTARY SCHOOL
 HENDERSON COUNTY, NORTH CAROLINA

DATE: 10/10/2018
 SCALE: 1" = 30'
 DRAWN BY: T. RATLIFF
 CHECKED BY: D. RATLIFF
 DESIGNED BY: D. RATLIFF

LAYOUT PLAN

SHEET
 C1