

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: February 15, 2023

SUBJECT: Relocation of Duke Energy line

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Relocation sketch
Easement form proposed by Duke Energy Carolinas, LLC

SUMMARY OF REQUEST:

Mountain Home Fire & Rescue Department, Inc., has requested the relocation of an existing electrical service line (approximate location shown as broken green line on attached sketch) to allow their use of newly acquired property. The new location will be approximately as shown as a broken purple line on the attached sketch. The new location crosses real estate owned by the County.

As a result, Duke Energy Carolinas, LLC, has requested that the County execute the attached easement.

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

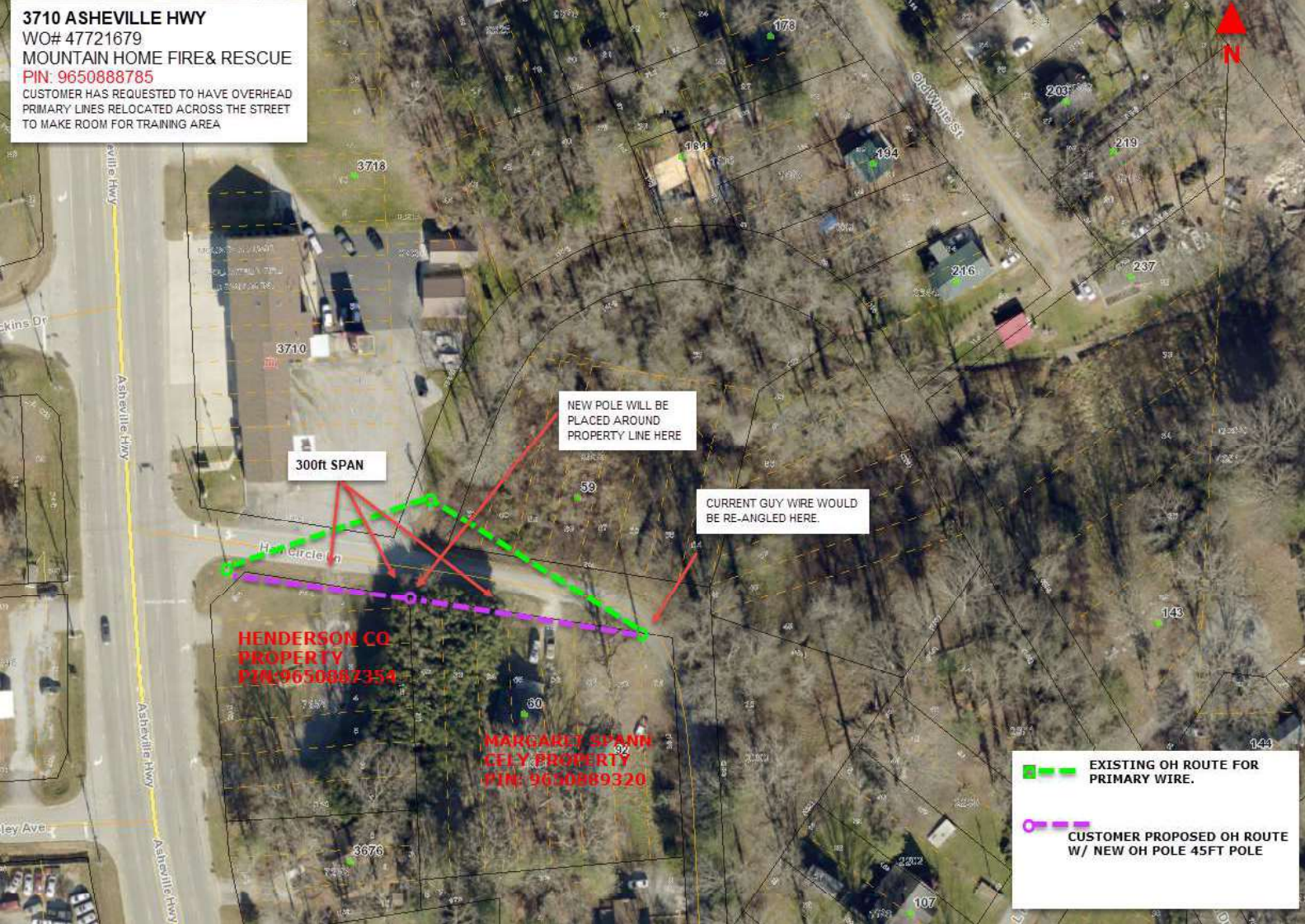
BOARD ACTION REQUESTED:

Approval of the relocation of the electric service line.

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

I move that the Board execute the new easement form in favor of Duke Energy in accord with their request.

3710 ASHEVILLE HWY
WO# 47721679
MOUNTAIN HOME FIRE & RESCUE
PIN: 9650888785
CUSTOMER HAS REQUESTED TO HAVE OVERHEAD
PRIMARY LINES RELOCATED ACROSS THE STREET
TO MAKE ROOM FOR TRAINING AREA



300ft SPAN


NEW POLE WILL BE
PLACED AROUND
PROPERTY LINE HERE

CURRENT GUY WIRE WOULD
BE RE-ANGLED HERE.

**HENDERSON CO
PROPERTY
PIN: 9650887354**

**MARGARET SPANN
CELY PROPERTY
PIN: 9650889320**

 EXISTING OH ROUTE FOR
PRIMARY WIRE.

 CUSTOMER PROPOSED OH ROUTE
W/ NEW OH POLE 45FT POLE

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Amanda Morgan
136 Windover Dr.
Forest City, NC 28043

Parcel # 9650887354

EASEMENT

State of North Carolina
County of Henderson

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **COUNTY OF HENDERSON**, a North Carolina a body politic and a political subdivision of the state (“**Grantor**”, whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 1616, Page 9674**, also shown on a plat entitled "Boundary Retracement Survey of lands owned by North Carolina Department of Transportation", as recorded in Plat File 2015, Page 9674, Henderson County Register of Deeds (“**Property**”).

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

COUNTY OF HENDERSON
a North Carolina a body politic

_____ (SEAL)

NAME TITLE

Attest:

NAME TITLE

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of COUNTY OF HENDERSON, a North Carolina a body politic, and that by authority duly given and as the act of said a body politic, the foregoing EASEMENT was signed in its name by its _____, sealed with its official seal, and attested by herself/himself as its _____.

Witness my hand and notarial seal, this ____ day of _____, 20_____.



Notary Public: _____

Commission expires: _____