

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: April 3, 2023

SUBJECT: Duke Energy Easement (North Henderson High School/Apple Valley Middle School property)

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): MapDraft EasementSignature Page by Henderson County Board of Public Education

SUMMARY OF REQUEST:

The Board of Education on March 29th agreed to Duke Energy's plan (shown on the map) for a new easement on the North Henderson/Apple Valley campus.

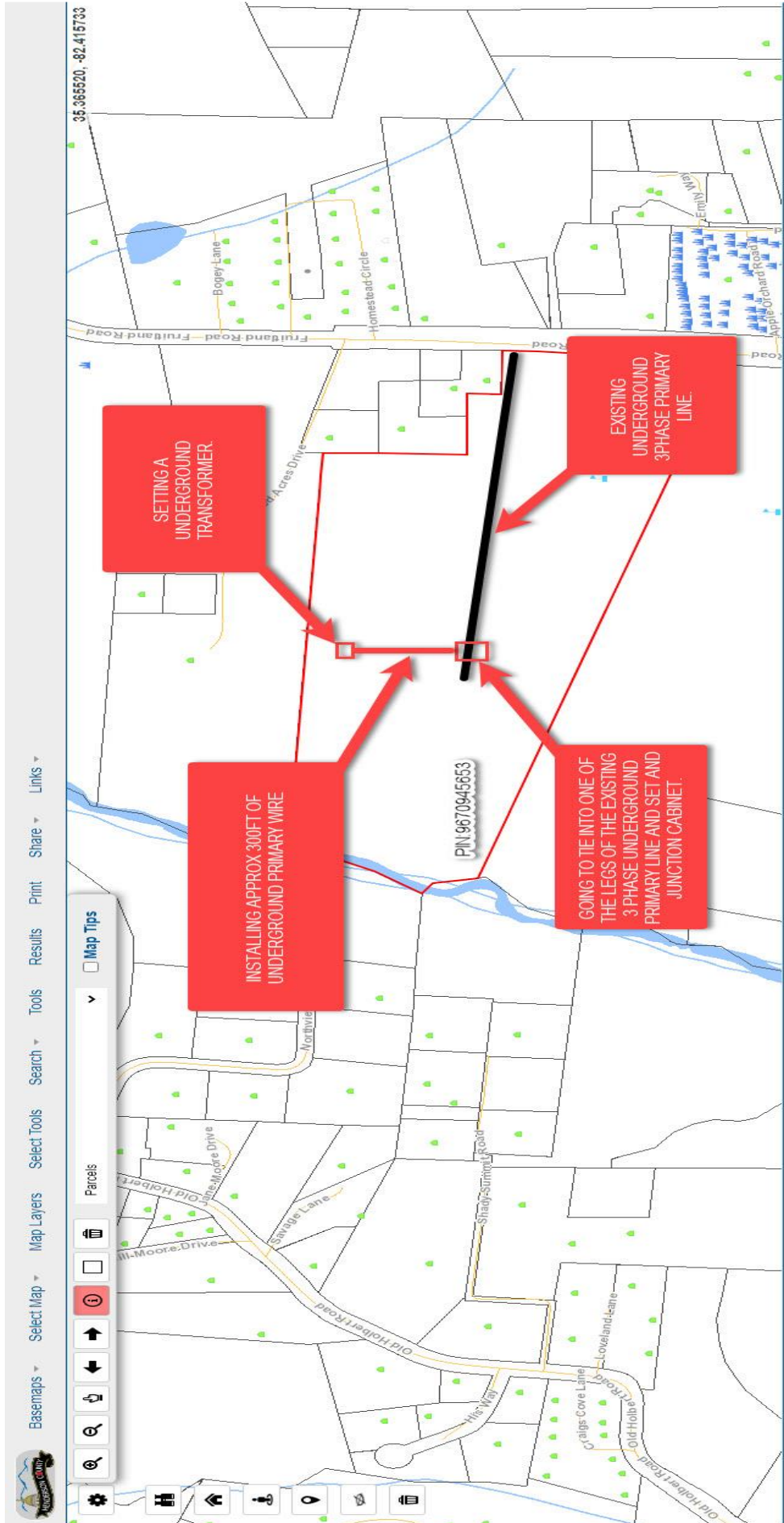
County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approve grant of easement

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

I move that the Board approve the grant of the easement requested by Duke Energy, and direct the Chair and staff to execute the same.



▼ 1 Results

Report	Tax Bill	Real Property	Slope Report	Find Adjoining Parcels	Permits	LOMR
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Listed To: HENDERSON COUNTY
Physical Address: 43 FRUITLAND RD
REID: 1013177
PIN: 9670945653
Plat: Not Available
Deed: [824/213](#)
Date Recorded: 1993/07/07
Municipality: UNINCORPORATED
Mailing Address: 1 HISTORIC COURTHOUSE SQUARE
Mailing City: HENDERSONVILLE

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

Parcel # 9670945653
9670933731

EASEMENT

State of North Carolina
County of Henderson

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **HENDERSON COUNTY BOARD OF PUBLIC EDUCATION, a local education agency, HENDERSON COUNTY BOARD OF EDUCATION, a local education agency, and COUNTY OF HENDERSON**, a body corporate and politic, (“**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 1431, Page 253, and Deed Book 1431, Page 257, and Deed Book 1431, Page 696, and Deed Book 765, Page 345, and Deed Book 768, Page 95, and Deed Book 770, Page 172, and Deed Book 770, Page 894, and Deed Book 824, Page 213**, Henderson County Register of Deeds (“**Property**”).

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

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (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. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. 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_____.

HENDERSON COUNTY BOARD OF PUBLIC EDUCATION

_____(SEAL)
Name of Signer and 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 HENDERSON COUNTY BOARD OF PUBLIC EDUCATION, a local education agency, and that by authority duly given and as the act of said HENDERSON COUNTY BOARD OF PUBLIC EDUCATION, 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: _____

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

HENDERSON COUNTY BOARD OF EDUCATION

Name of Signer, Title (SEAL)

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 HENDERSON COUNTY BOARD OF EDUCATION, a local education agency, and that by authority duly given and as the act of said HENDERSON COUNTY BOARD OF EDUCATION, 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: _____

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

COUNTY OF HENDERSON
A body corporate and 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, and that by authority duly given and as the act of said _____, 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: _____

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 29th day of March, 2023.

HENDERSON COUNTY BOARD OF EDUCATION

[Signature] Chair
Name of Signer, Title (SEAL)

Attest:

[Signature] Superintendent
Name & Title

STATE OF North Carolina
COUNTY OF Henderson

I, Lora H. Molton, a Notary Public of Henderson County, State of North Carolina, certify that Mark Garrett personally appeared before me this day and acknowledged that he/she is Superintendent of HENDERSON COUNTY BOARD OF EDUCATION, a local education agency, and that by authority duly given and as the act of said HENDERSON COUNTY BOARD OF EDUCATION, the foregoing EASEMENT was signed in its name by its Board Chair, sealed with its official seal, and attested by herself/himself as its Secretary.
Witness my hand and notarial seal, this 29th day of March, 2023.

Notary Public: Lora H. Molton
Commission expires: September 30th, 2025

