

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: SEPTEMBER 12, 2016

AGENDA ITEM NUMBER: 10

- SUBJECT: A. RESOLUTION AUTHORIZING THE CONVEYANCE TO FORSYTH COUNTY BY WFIQ HOLDINGS, LLC OF THREE SMALL TRACTS OF LAND BY SPECIAL WARRANTY DEED TO CONVEY THE STRIP OF LAND ADJACENT TO AND LOCATED ON THE EAST SIDE OF THE FORSYTH COUNTY GOVERNMENT CENTER TO ADDRESS AN ENCROACHMENT CONCERN
- B. RESOLUTION AUTHORIZING EXECUTION OF AN ACCESS EASEMENT BY FORSYTH COUNTY TO DUKE ENERGY CAROLINAS, LLC TO FACILITATE THE CONSTRUCTION, OPERATION AND MAINTENANCE OF DUKE ENERGY CAROLINAS, LLC ELECTRICAL EQUIPMENT ON DUKE ENERGY-OWNED PROPERTY
- C. RESOLUTION AUTHORIZING EXECUTION OF AN UNDERGROUND UTILITY EASEMENT BY FORSYTH COUNTY TO DUKE ENERGY CAROLINAS, LLC TO FACILITATE THE MAINTAINENCE BY DUKE ENERGY CAROLINAS, LLC OF UNDERGROUND ELECTRICAL FACILITIES ON COUNTY-OWNED PROPERTY
- D. RESOLUTION AUTHORIZING EXECUTION OF PEDESTRIAN EASEMENTS BY FORSYTH COUNTY TO WFIQ HOLDINGS, LLC FOR THE CONSTRUCTION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, REPLACEMENT, RECONSTRUCTION AND REMOVAL OF A PEDESTRIAN WALKWAY

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

RESOLUTION AUTHORIZING THE CONVEYANCE TO FORSYTH COUNTY BY WFIQ HOLDINGS, LLC OF THREE SMALL TRACTS OF LAND BY SPECIAL WARRANTY DEED TO CONVEY THE STRIP OF LAND ADJACENT TO AND LOCATED ON THE EAST SIDE OF THE FORSYTH COUNTY GOVERNMENT CENTER TO ADDRESS AN ENCROACHMENT CONCERN

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the conveyance to Forsyth County by WFIQ Holdings, LLC of three small tracts of land by Special Warranty Deed to convey the strip of land adjacent to and located on the east side of the Forsyth County Government Center to address an encroachment concern, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 12th day of September 2016.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$0.00 (no consideration)

Parcel Identifier No. 6835-35-8850 (portion) Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: _____

This instrument was prepared by: Anita M. Conrad, Counsel

Brief description for the Index: Tracts A, B-2 and B-3, PB 64, pp 44-45

THIS DEED made this _____ day of _____, 2016, by and between

GRANTOR

GRANTEE

WFIQ Holdings, LLC, a North Carolina Limited Liability Company

Forsyth County, North Carolina

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land situated in Winston Township, Forsyth County, North Carolina and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Tract A (7183 sq. ft., 0.1649 acres), Tract B-2 (4754 sq. ft., 0.109 acres) and Tract B-3 (681 sq. ft., 0.016 acres) as shown on the plat entitled "Recombination Survey for WFIQ Holdings, LLC," as recorded in Plat Book 64, Pages 44-45, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2782, page 4065.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 64 pages 44-45.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

2016 ad valorem taxes and easements, covenants and restrictions of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

WFIQ Holdings, LLC, a North Carolina limited liability company

By: _____
Eric Tomlinson, DSc, PhD, Manager

State of North Carolina - County of Forsyth

I, the undersigned Notary Public of the County and State aforesaid, certify that Eric Tomlinson personally came before me this day and acknowledged that he is the Manager of WFIQ Holdings, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this ____ day of _____, 2016.

My Commission Expires: _____

_____ Notary Public

(Affix Seal)

Notary's Printed or Typed Name

**RESOLUTION AUTHORIZING EXECUTION OF AN ACCESS
EASEMENT BY FORSYTH COUNTY TO DUKE ENERGY CAROLINAS,
LLC TO FACILITATE THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF DUKE ENERGY CAROLINAS, LLC ELECTRICAL
EQUIPMENT ON DUKE ENERGY-OWNED PROPERTY**

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, an Access Easement by Forsyth County to Duke Energy Carolinas, LLC to facilitate the construction, operation and maintenance of Duke Energy Carolinas, LLC electrical equipment on Duke Energy-owned property, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 12th day of September 2016.

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy
Return To: Duke Energy Carolinas, LLC
Data & Document Management
550 S. Tryon St., DEC22A
Charlotte, N.C. 28202

Site: 005010
Land Unit: 1672262
Project No.: 005010-446929

STATE OF NORTH CAROLINA

ACCESS EASEMENT

COUNTY OF FORSYTH

THIS ACCESS EASEMENT (this "Easement"), made this ____ day of _____, 20__, by **FORSYTH COUNTY**, a political subdivision of the State of North Carolina, hereinafter called "Grantor," having a mailing address of _____, in favor of **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner of certain land in Forsyth County, North Carolina, more particularly described as follows:

Those certain tracts of land labeled "Tract A," "Tract B-2," "Tract B-3," "PIN 6835-36-3505," and "PIN 6835-36-3696," as shown on the plat entitled "Recombination Survey for WFIQ Holdings, LLC," as recorded in Plat Book 64, Pages 44-45, in the Office of the Register of Deeds of Forsyth County, North Carolina (the "November 2015 Plat"), reference to which is hereby made for a more particular description (hereinafter, "Grantor's Property"); and

WHEREAS, Grantee is the owner of those certain tracts of land in Forsyth County, North Carolina, labeled "Tract B-1" and "Duke Energy Southbound Retail Lot DB 2651 PG 258 PIN 6835-36-6063," on the November 2015 Plat (hereinafter, "Grantee's Property"); and

WHEREAS, Grantee desires the right of access over and across the Grantor's Property, as needed by Grantee from time to time, for the purpose of constructing, operating and maintaining electrical equipment and apparatus located on Grantee's Property, and Grantor desires to grant to Grantee such right of access, subject to the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, Grantor, for itself, its successors and assigns, hereby grants to Grantee, its successors and assigns, for the benefit of and as an appurtenance to Grantee's Property, a

non-exclusive perpetual easement over, across and upon the Property, for the purpose of ingress, egress and regress by pedestrian and vehicular means.

The rights, privileges and easements granted hereby over the Grantor's Property shall at all times be used so as not to conflict with, or create any unsafe circumstances with respect to, the use and enjoyment of the area on the Grantor's Property, which is labeled as "Pedestrian Easement on the November 2015 Plat.

Grantee shall not block Grantor's access to Grantor's building, loading dock, or roadway.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto Grantee, its successors and assigns forever. And Grantor, for the Grantor and for the Grantor's successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the Property in fee and has the right to convey the said rights and easements, that the same is free and clear from any and all encumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

**GRANTOR
FORSYTH COUNTY**

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: _____

Notary Public

My Commission Expires: _____

**RESOLUTION AUTHORIZING EXECUTION OF AN UNDERGROUND
UTILITY EASEMENT BY FORSYTH COUNTY TO DUKE ENERGY
CAROLINAS, LLC TO FACILITATE THE MAINTENANCE BY DUKE
ENERGY CAROLINAS, LLC OF UNDERGROUND ELECTRICAL
FACILITIES ON COUNTY-OWNED PROPERTY**

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, an Underground Utility Easement by Forsyth County to Duke Energy Carolinas, LLC to facilitate the maintenance by Duke Energy Carolinas, LLC of underground electrical facilities on County-owned property, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 12th day of September 2016.

EASEMENT

NORTH CAROLINA
FORSYTH COUNTY

Site: 005010; Land Unit: 1676627;
Project No.: 005010-449467
Return To: Duke Energy Carolinas, LLC
Data & Document Mangement
550 S. Tryon St., DEC22A
Charlotte, NC 28202

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from **FORSYTH COUNTY** ("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 certain land of GRANTOR situated in Winston Township, Forsyth County and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or DEC internal communication facilities thereon including but not limited to, supporting structures such as cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area consisting of a total of 3,463 square feet, being those portions of the Property labeled "Duke Energy Underground Utility Easement" on those tracts of land identified as Tract A, Tract B-2, Tract B-3, PIN 6835-36-3505 and PIN 6835-36-3696, all as shown on the plat of survey entitled "Recombination Survey for WFIQ Holdings, LLC," as recorded in Plat Book 64 at Pages 44 and 45 in the Office of the Register of Deeds of Forsyth County (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for DEC internal communication purposes. The Facilities shall be installed with the center line of the Facilities corresponding to 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, with GRANTOR's consent; (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. Grantee shall not block Grantor's access to Grantor's building, loading dock, or roadway.

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.

GRANTOR

FORSYTH COUNTY

By: _____

Name: _____

Title: _____

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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

Notary Public

My commission expires: _____

RESOLUTION AUTHORIZING EXECUTION OF PEDESTRIAN EASEMENTS BY FORSYTH COUNTY TO WFIQ HOLDINGS, LLC FOR THE CONSTRUCTION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, REPLACEMENT, RECONSTRUCTION AND REMOVAL OF A PEDESTRIAN WALKWAY

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, Pedestrian Easements by Forsyth County to WFIQ Holdings, LLC for the construction, operation, inspection, repair, maintenance, replacement, reconstruction, and removal of a Pedestrian Walkway, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 12th day of September 2016.

TO HAVE AND TO HOLD the aforesaid easements or rights-of-way and all privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns and successors in title, including, but not limited to, the free and full right of ingress and egress over and across said easement areas and the right from time to time to cut all trees, undergrowth and other obstructions in the easement that in the opinion of the Grantee, its successors or assigns and successors in title, may injure, endanger or interfere with the construction, operation, inspection, repair, maintenance, replacement, reconstruction, and/or removal of said pedestrian easement. Any temporary construction easement conveyed by this instrument will continue until the completion of construction of the pedestrian walkway, at which time the temporary construction easement will terminate. The Grantor covenants that it is seized of the aforesaid premises in fee and has the right to convey the easements or rights-of-way hereby granted; and that it will warrant and defend said title to said easements or rights-of-way against the claims of all persons, whomsoever and whatsoever.

The Grantor agrees that the consideration hereinabove recited includes payment for any and all damage of whatsoever nature done or to be done to any structure or to trees, crops or other vegetation within the boundaries of said easements or rights-of-way in connection with said pedestrian easement; and the Grantor agrees, for itself, its successors, and assigns, that they shall neither have nor make any claim for further damages by reason thereof.

The Grantor hereby further agrees that Grantee, its successors or assigns and successors in title, may in the future grant and convey to the City of Winston-Salem or other similar governmental entity the same easements or rights-of-way affecting the Property conveyed hereby, with the intent that such easements or rights-of-way may be dedicated to public use.

The Grantor, its successors and assigns, may use the property within the boundaries of the easements conveyed herein in any manner consistent with, and not in derogation of, the use or purposes to which said easements may be put by the Grantee or its successors or assigns or successors-in-title. In further limitation of the right of the Grantor and its successors and assigns to use the property within the boundaries of said easements, it is agreed that Grantor and its successors and assigns shall not, within the boundaries of said easements, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to pond, (4) place any fill thereon without the Grantee's prior written permission, (5) interfere with, alter, or remove any utility poles or buried utility lines, or (6) construct or place any pathway or walkway without prior express written consent of Grantor. Notwithstanding anything to the contrary herein, the easement shall not interfere or overlap with the roadway behind the Forsyth County Government Center or restrict such roadway to less than 20 feet in width.

The Grantor and its successors and assigns shall not be entitled to any damages for trees hereafter cut by Grantee, its agents or employees, within the boundaries of said easements or rights-of-way. Compensation for all the above is included in the consideration hereinbefore recited. It is agreed that this Grant of Easement 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 Grant of Easement.

IN TESTIMONY WHEREOF the said party of the first part has caused its duly authorized representative to execute and deliver this Grant of Easement and to affix the Grantor's seal hereto, as of the date written above.

ATTEST:

FORSYTH COUNTY

Clerk to the Board

By: _____
Name:
Title:

(SEAL)

COUNTY
NORTH CAROLINA

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that he/she is _____ and acknowledged, on behalf of FORSYTH COUNTY, NORTH CAROLINA, as its duly authorized representative, the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2016.

(SEAL)

Name

My Commission Expires: _____