

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: September 10, 2020 AGENDA ITEM NUMBER: 13

SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT AND RIGHT OF WAY TO PIEDMONT NATURAL GAS COMPANY, INC., TO ACCESS PIPELINES AND APPURTENANCES ON A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED AT N. LIBERTY STREET, WINSTON-SALEM, NORTH CAROLINA

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT AND RIGHT OF WAY TO PIEDMONT NATURAL GAS COMPANY, INC., TO ACCESS PIPELINES AND APPURTENANCES ON A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED AT N. LIBERTY STREET, WINSTON-SALEM, NORTH CAROLINA

WHEREAS Piedmont Natural Gas Company, Inc., requests an easement and right of way to access a portion of Forsyth County owned real property located at N. Liberty Street, Winston-Salem, N.C., as described in the recorded instrument Deed Book 373 Page 031, known as Smith Reynolds Airport to construct, operate, replace and maintain pipelines and appurtenances for the transportation of natural gas within a portion of the designated easement area for consideration of \$1.00; and

WHEREAS pipelines and appurtenances are necessary to service the Forsyth Technical Community College aviation center facility located on Forsyth County owned real property; and

WHEREAS Forsyth County is authorized pursuant to the provisions of N.C.G.S. 153A-176 and 160A-273 to grant easements under these circumstances, and County staff has determined that the proposed consideration and other terms negotiated between the parties are reasonable;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the grant of an easement and right of way to access a portion of Forsyth County owned real property located at N. Liberty Street, Winston-Salem, N.C., as described in the recorded instrument Deed Book 373 Page 031, known as Smith Reynolds Airport to construct, operate, replace, and maintain pipelines and appurtenances for the transportation of natural gas within a portion of the designated easement area for consideration of \$1.00; and

BE IT FURTHER RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Easement document and any other necessary documents to grant the above-described access easement and right of way to Piedmont Natural Gas Company, Inc., subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 10th day of September 2020.

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document to:

Land Services, Natural Gas
Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Drive
Charlotte, NC 28210

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

PROJECT NO.: 34536219
PARCEL ID/ TAX ID NO.: 6837-80-8891.00

THIS GRANT OF EASEMENT made this 5th day of August, 2020, from **FORSYTH COUNTY** (hereinafter designated as "GRANTOR"), to **PIEDMONT NATURAL GAS COMPANY, INC.** (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of One Dollar (\$1.⁰⁰) and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Forsyth, North Carolina, as described in deed(s) recorded in Book 373, Page 31, Office of the Register of Deeds for Forsyth County, North Carolina ("Property").

The right of way herein granted is ten (10) feet wide, extending five (5) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property encumbered by this GRANT OF EASEMENT.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

Notwithstanding anything to the contrary above, the GRANT OF EASEMENT herein granted is for Facilities to be installed at any point agreed upon by the parties and where needed on the Property provided that, prior to placement of any Facility, GRANTOR must agree in writing to the placement or relocation of any Facility and the schedule of any such placement or relocation.

Furthermore, PIEDMONT agrees that it shall not construct, nor permit to stand, above ground-level, on said easements, any building, structure, pole, or other object, manmade or natural, to a height in excess of Federal Aviation Regulation ("FAR") Part 77 surfaces, based upon the location of current or future runways, and, if applicable, shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1), prior to performing any maintenance or constructing any improvement within the easement.

The parties agree that should the Grantor, at any time in the future, decide to construct airport improvement, such as runways, taxiways, extensions, associated lighting, etc. (the "Airport Improvements"), upon the easement, the Grantor shall implement, at its sole cost and expense, such measures as are necessary to protect PIEDMONT'S infrastructure within the easement. The parties agree, moreover, that should any of the Airport Improvements conflict with PIEDMONT'S use of the easement herein granted, or PIEDMONT'S access to its infrastructure, the Grantor shall relocate PIEDMONT'S infrastructure to eliminate the conflict, at the Grantor's sole cost and expense, and in accordance with plans approved by the PIEDMONT and stamped by a North Carolina professional engineer, and in accordance, furthermore, with the PIEDMONT'S policies relating to the construction of facilities.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

GRANTOR:

_____ Sign

_____ Print

_____ Title

STANDARD ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of _____ FORSYTH COUNTY, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Grant of Easement on behalf of FORSYTH COUNTY.

Witness my hand and official seal this the ____ day of _____, 2020.

[NOTARY SEAL]

_____ Sign

_____ Print
My commission expires: _____