

Tony Baldwin, Ed.D., Superintendent

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MEMO TO: Dr. Tony Baldwin
Superintendent

FROM: Tim Fierle, AIA 
Director of Facilities

DATE: March 27, 2018

SUBJECT: Community High School: Additions & Renovations Project – Power Service Easement

Construction of the additions and renovations project on the Community High School campus requires relocation and construction of new electrical power structures for the building. In order for Duke Energy to perform the work, a construction and maintenance easement is required. As is typically done for school campuses a “blanket” easement is requested to accommodate future improvements at the campus without need to secure a further easement.

RECOMMENDATION: Authorize execution of a construction and maintenance easement to Duke Energy Progress, LLC for purposes of providing and maintaining electrical power to the campus of Community High School.

Attachment: Duke Energy Easement

CC: Mr. Clark Wyatt, Director of Maintenance

EASEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

Prepared By: Duke Energy
Return To: Duke Energy Progress, LLC
Attn: Chris Polhamus
555-A Brevard Rd.
Asheville, NC 28806

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from BUNCOMBE COUNTY BOARD OF EDUCATION, ("GRANTOR," whether one or more), to Duke
Energy Progress, LLC, a North Carolina limited liability company ("DEP"); 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 DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Swannanoa Township, described as follows: PIN# 9689-81-3751-00000, containing 8.97 acres, more or less, and being the land shown on a plat dated June 24, 2015, entitled "Boundary and Topographic Survey for Buncombe County Board of Education at Community High School", and recorded in Plat Book 146, Page 3, Buncombe County Registry, (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (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 DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (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 DEP, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEP'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.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP 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.

BUNCOMBE COUNTY BOARD OF EDUCATION

By: _____

Ann B. Franklin, Chairperson

ATTEST:

Tony W. Baldwin, Superintendent and Ex-Officio Secretary

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Tony W. Baldwin personally appeared before me this day and acknowledged that he is Superintendent and Ex-Officio Secretary of Buncombe County Board of Education, and that by authority duly given and as the act of said Board, the foregoing EASEMENT was signed in its name by its Chairperson, and attested by himself as its Superintendent and Ex-Officio Secretary.

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



Notary Public

My commission expires: _____