



Town of Holly Springs

Town Council Meeting Agenda Cover Sheet

Agenda Item #: 6d

Consent Agenda

Title: Duke Energy Easement for Thales Academy

Strategic Priority Area: Organizational Excellence

Staff Resource: John Schifano, Town Attorney

Action(s):

Motion to grant Duke Energy Progress an aerial powerline easement across a small tract owned by the Town ("Julius Hodge" Tract) necessitated by a road widening of Holly Springs New Hill Road for the Thales construction.

Explanation:

- The Town previously partnered with Thales Academy in the acquisition process that is required to widen a portion of Holly Springs New Hill Road as a result of necessary road improvements by Thales.
- In order to advance this process, the Town condemned a small orphan parcel of land along Holly Springs New Hill Road.
- Since the condemnation action was recently completed, Duke now requires an easement through a portion of the property to relocate a distribution line.

Background:

- Thales Academy was approved by Town Council on July 18, 2017 and is currently operating as a qualified nonpublic school.
- Thales Academy and the Town of Holly Springs entered into an Infrastructure Construction and Fee Reimbursement Agreement on December 4, 2017.

Funding Source(s): N/A

Attachment(s):

- Duke Easement
- Aerial map of condemned parcel

EASEMENT

NORTH CAROLINA
WAKE COUNTY

Return To: Duke Energy Progress, LLC
Attn: Dennis Daniels
1020 West Chatham Street
Cary, NC 27513

THIS EASEMENT ("Easement") is made this _____ day of _____, 20_____
("Effective Date"), from the TOWN OF HOLLY SPRINGS, a North Carolina municipal corporation, ("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) and other good and valuable consideration, 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 Holly Springs Township described as follows: containing 0.02 acres, more or less, and being the land described in a Final Judgment, dated August 26, 2019, in the Town of Holly Springs vs Julius Hodge, Case No. 18-CVS-15393, and recorded in Deed Book 17573, Page 468, Wake 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, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (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 centerline 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; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) 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.

It is understood and agreed that, DEP shall not install facilities outside of said Easement Area without obtaining another EASEMENT, except for those facilities that may be installed as set forth in item (d) above

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.

The Town of Holly Springs

By: _____

Richard G. Sears, Mayor

ATTEST:

Linda McKinney, Town Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that Linda McKinney personally appeared before me this day and acknowledged that she is Town Clerk of the Town of Holly Springs, and that by authority duly given and as the act of said Town, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself as its Town Clerk.

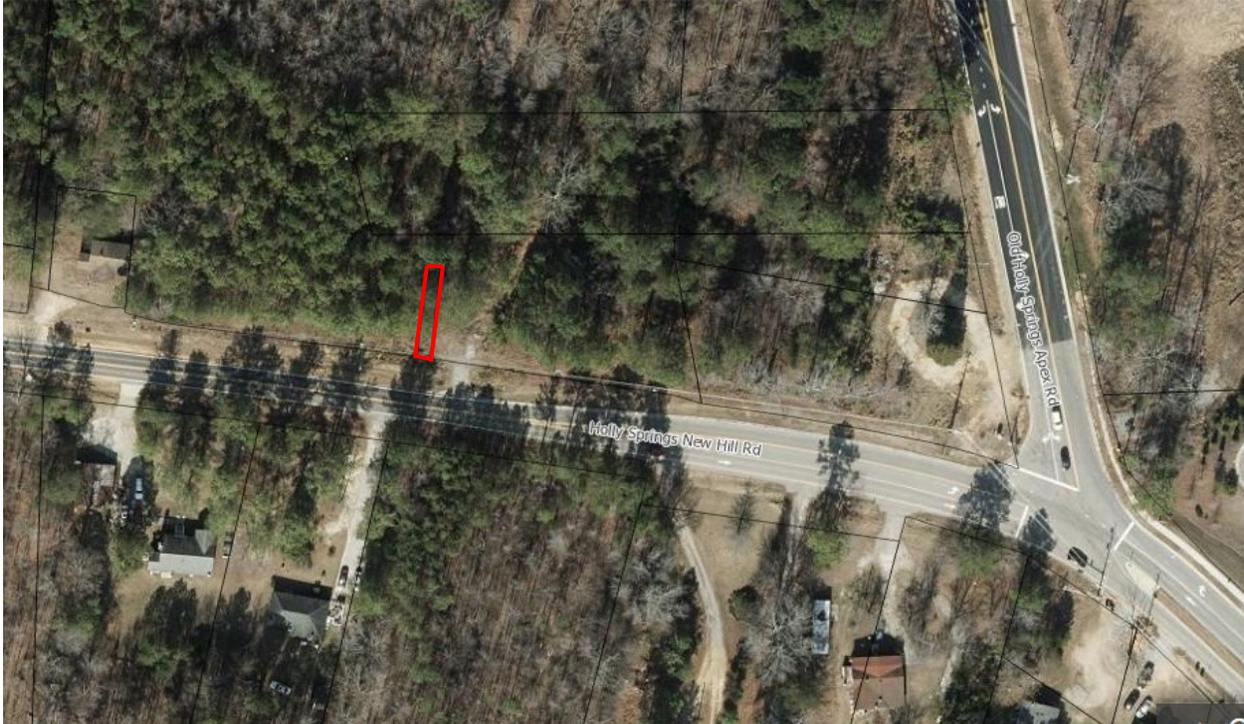
Witness my hand and notarial seal, this _____ day of _____, 20____.



Notary Public

My commission expires: _____

Exhibit
Condemned Area (Outlined Red)



Picture taken from Wake County GIS. Areas are not exact and may not reflect current conditions.

Total area condemned is an approximately 0.02 acre tract.