

**FORSYTHCOUNTY**  
**BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: SEPTEMBER 10, 2020 AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO BELLSOUTH TELECOMMUNICATIONS, LLC, DOING BUSINESS AS AT&T NORTH CAROLINA, TO ACCESS COMMUNICATIONS FACILITIES ON A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED AT SMITH REYNOLDS AIRPORT**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTYMANAGER

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF  
AN EASEMENT TO BELL SOUTH TELECOMMUNICATIONS, LLC, DOING  
BUSINESS AS AT&T NORTH CAROLINA, TO ACCESS COMMUNICATION  
FACILITIES ON A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY  
LOCATED AT SMITH REYNOLDS AIRPORT**

**WHEREAS** BellSouth Telecommunications, LLC, doing business as AT&T North Carolina, requests an easement 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, and maintain communication facilities within a portion of the designated easement area for consideration of \$10.00;

**WHEREAS** the communication facilities are needed to service the Forsyth Technical Community College aviation facility located on the property; and

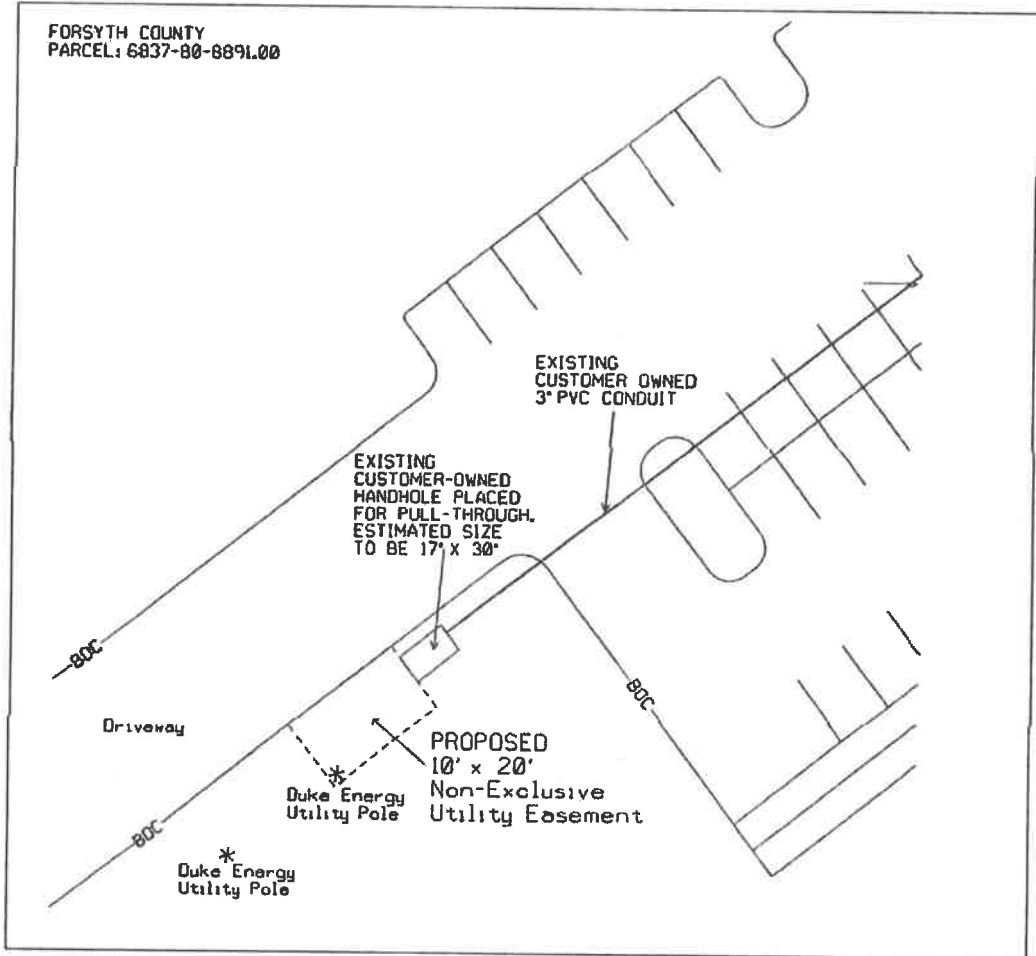
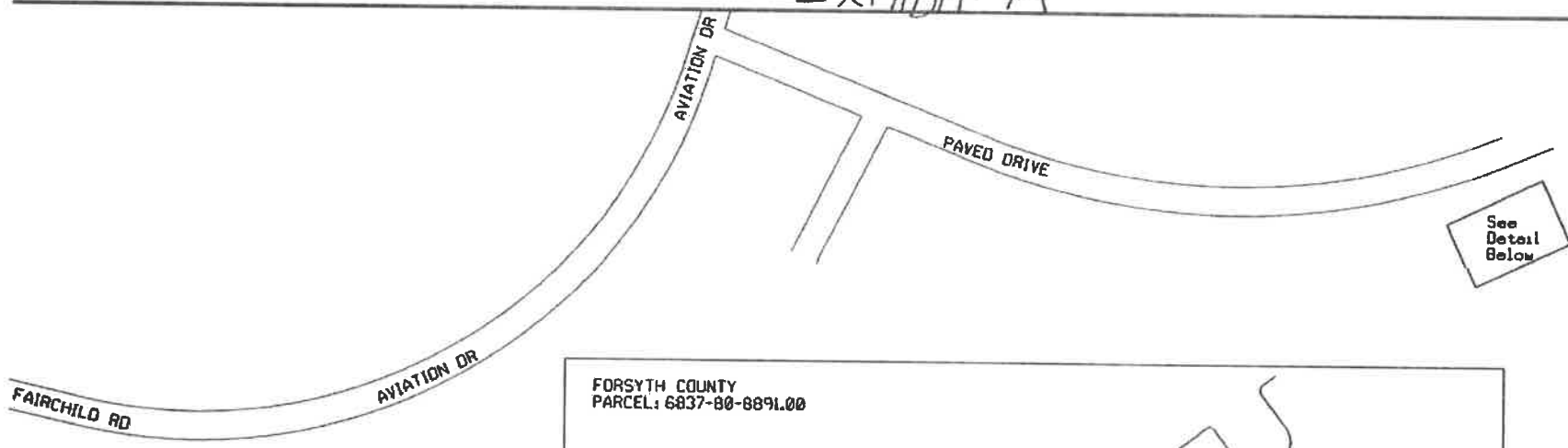
**WHEREAS** Forsyth County is authorized pursuant to the provisions of N.C.G.S. 153A-176 and 160A-273 to grant easements under these circumstances, and County staff has determined that the proposed consideration and other terms negotiated between the parties are reasonable;

**NOW, THEREFORE, BE IT RESOLVED**, that the Forsyth County Board of Commissioners hereby authorizes the grant of an easement 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, and maintain communication facilities within a portion of the designated easement area for consideration of \$10.00; 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 to BellSouth Telecommunications, LLC, doing business as AT&T North Carolina, 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 10<sup>th</sup> day of September 2020.

# Exhibit "A"



<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF	
Exchange:	336744
Designer:	Terrell, James
Phone:	336 829-3182
Authorization:	ONC40199N
Orig. _____ of _____	

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

8416-C-NC  
(06-2019)

Preparer's name and address:

Ashley Brooks  
PO Box 6318  
High Point, NC 27262

Grantee's Address:

BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina  
100 S. Eugene Street  
Greensboro, NC 27401  
Attn: Kevin Hogsed

**EASEMENT**

For and in consideration of ten dollars (\$ 10.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, (hereinafter referred to as "Grantor"), do(es) hereby grant to **BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina, a Georgia limited liability company**, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 373, page 031, Forsyth County, North Carolina Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property, except to the extent used in airport operations. The said easement is more particularly described as follows:

All that tract or parcel of land lying in FORSYTH County, State of North Carolina, consisting of a ( strip ) ( parcel ) of land approximately 10' x 20' (ten feet by twenty feet) between Duke energy utility pole and handhole utility pull through box

The following rights are also granted, subject to Grantor's written consent: the non-exclusive right to allow any other person, firm, or corporation to attach wires, antennas, or communications equipment or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina, its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantee shall be required to obtain all entitlements necessary to undertake the work herein.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

Notwithstanding anything to the contrary above, the 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, Grantee 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 Grantee's infrastructure within the easement. The parties agree, moreover, that should any of the Airport Improvements conflict with the Grantee's use of the easement herein granted, or the Grantee's access to its infrastructure, the Grantor shall relocate the Grantee's infrastructure to eliminate the conflict, at the Grantor's sole cost and expense, and in accordance with plans approved by the Grantee and stamped by a North Carolina professional engineer, and in accordance, furthermore, with the Grantee's policies relating to the construction of facilities.

In witness whereof, the undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

Forsyth County

Name of Company/Corporation

Witness

(Print Name)

(Address)

201 N Chestnut Street

Winston Salem, NC 27101

Witness

(Print Name)

By:

Title:

Attest:

State of North Carolina, County of Forsyth

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he(or she) is \_\_\_\_\_ (officer) of the \_\_\_\_\_, a company/corporation, and backed by authority duly given and as the act of the company/corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ (officer), sealed with its company/corporate seal, and attested by himself (or herself) as its \_\_\_\_\_ (officer).

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public  
(Print Name)

My Commission Expires: \_\_\_\_\_

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, LLC.

District North Carolina	FRC	Wire Center/NXX WNSLNCGL	Authority A01W8WX - 0NC40199N
Drawing	Area Number	Plat Number	RWID NC-2020-JUL-9774-0
Parcel ID PARCEL: 6837-80-8891.00	Approval Kevin Hogsed	Title Mgr-OSP Planning & Design SE/CA	