

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: DECEMBER 3, 2020 AGENDA ITEM NUMBER: 17

**SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO CHARTER COMMUNICATIONS OPERATING, LLC, TO CONSTRUCT AND 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: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO CHARTER COMMUNICATIONS OPERATING, LLC, TO CONSTRUCT AND ACCESS COMMUNICATIONS FACILITIES ON A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED AT SMITH REYNOLDS AIRPORT**

**WHEREAS** Charter Communications Operating, LLC, requests an easement to access a portion of Forsyth County owned real property located at North 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, access, repair, and maintain communications facilities within a portion of the designated easement area for consideration of \$1.00;

**WHEREAS** the communications 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 North 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, access, repair, and maintain communications facilities 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 to Charter Communications Operating, LLC, 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 3<sup>rd</sup> day of December 2020.

Project Information

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Version 3.0 6/27/2019 **Grey Fields are Mandatory for Enterprise and SMB projects**

Project Information	
Project Name:	MCNC
Address:	2739 Aviation Dr
Map Number:	
Project Specific Statement of Work: <small>(required if ROE is needed)</small>	D-bore in 1270ft 2in conduit/set 4 vaults/Pulling in 48ct fiber/ Will intercept 1st build owned vault pulling in 12ct flat fiber in building owned conduit and vaults 767ft to com room.
PRISM ID:	P 2140509
Date of Survey:	8/6/2020
Specialty Products:	fiber
Surveyed by:	Tony E
Competitive Presence	YES
Length of Building	
Width of Building	
Number of Stories	2
Building Exterior Finish	
Common MPOE Available <small>If "Yes", Populate the MPOE Checklist tab</small>	YES
Prebury Drop	
Number of units in building	1
Service drop length	
Fiber Verification Completed by	
Fiber Verification Complete Date	



Building Access Information	Name	Phone Number
After Hours		
Emergency		

**Fields below are Optional not Mandatory**

<b>Construction Passings</b>		
Projected Passings	Vacant Lots Passed	Actual Homes Passed
<b>Composite Footage</b>		
Aerial Footage	UG Footage	
<b>Detail Footage</b>		
<b>Survey Coax</b>		<b>Survey Fiber</b>
Aerial Footage	Aerial Footage	Aerial Vacant Strand
Aerial Overlash	Aerial Overlash	New Aerial Strand
UG Footage	UG Footage	Vacant Structure
Trench	Trench	New Vacant Structure
Bore	Bore	
Pull Thru	Pull Thru	Removed Direct Bury
Bldg Attachment	Bldg Attachment	Drop
Direct Bury	Direct Bury	
UG Occupied	UG Occupied	
AE Rework Existing	AE Rework Existing	
UG Rework Existing	UG Rework Existing	
AE Removed	AE Removed	

## CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

### Google Earth Map

Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert a Google Earth Map

**\*IF MTU, detailed description MUST contain Entire Building Layout, Rack, and Power Locations\***

**Aerial Google or Bing hybrid picture with route highlighted from OSP tie in point to the venue (using the color scheme for aerial and UG from the Survey Color Code tab)**

**\*Field Map, Google Earth Map, and SOW Map tabs are for field map(s). Use Interior/Exterior 1, 2, and 3 tabs for pictures of the interior, exterior, and rack/wall mount.\***

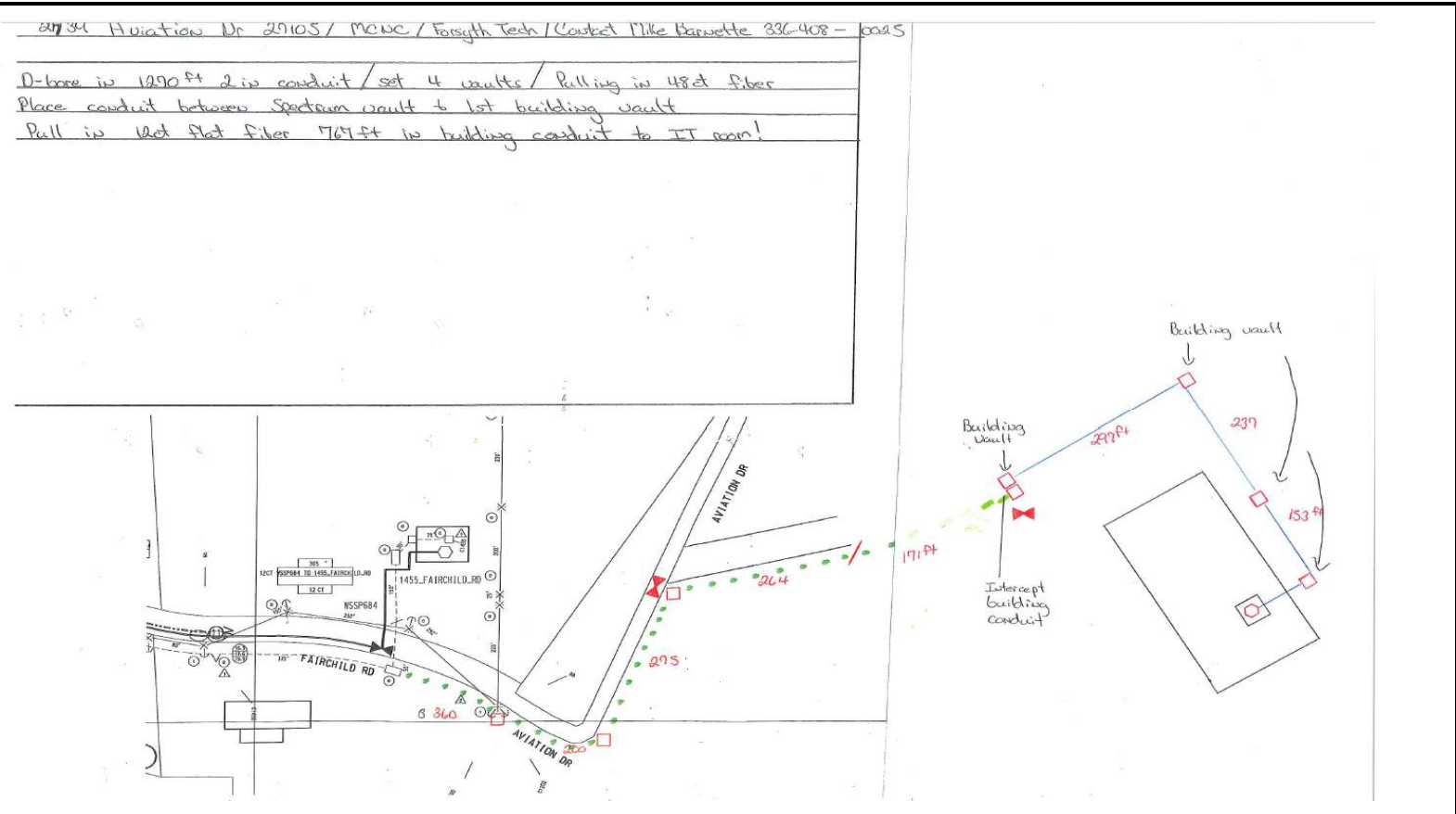


# CHARTER COMMUNICATIONS CONSTRUCTION SURVEY







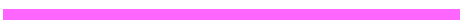


## Statement of Work (SOW) Map & Details Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert SOW Map & Details

A SOW must include a detailed map, Google Earth and/or ground level pictures or layout, and a detailed description of what work will be done that can be presented to the owner to detail what work will happen/occur on their property, as in building entry, or any other kind of disturbance to their property, while showing the physical route of Charter's proposed plant. When needed, SOW information is used to help in obtaining an ROE (Right of Entry).



# CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

UG NEW		GREEN	NEW UNDERGROUND TRENCH, BORE, DIRECT BURY
	OR		
		GREEN	NEW UNDERGROUND BLDG ATTACH, PULL THRU
UG OCCUPIED		LIGHT BLUE	EXISTING UG PIPE (CHARTER)
		BLUE	EXISTING PIPE (BUILDING/CUSTOMER)
		PURPLE	EXISTING PIPE (COMPETITOR)
AERIAL NEW		ORANGE	NEW AERIAL
AERIAL OVERLASH		PINK	AERIAL OVERLASH
DROP FOOTAGE		DARK RED	UG DROP
		RED	AERIAL DROP

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Charter Communications Operating, LLC

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Area Vice President, Field Operations

### **GRANT OF EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is entered into as of \_\_\_\_\_, 2020, by and between THE COUNTY OF FORSYTH, a political subdivision of the State of North Carolina (“Grantor”), and Charter Communications Operating, LLC (“Operator”).

#### **THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. GRANT OF EASEMENT.** For valuable consideration in the amount of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (the “Facilities”). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator’s option. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator’s reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.
- 2. PROPERTY.** Grantor’s property (the “Property”) is situated in the City of Winston-Salem, County of Forsyth, State of North Carolina (the “Community”), with a street address of 2739 Aviation Drive and shall be on the Property described in the deed recorded in Book 373, Page 31 with the Register of Deeds for Forsyth County, North Carolina. The easement for the Property is depicted on Exhibit A to this Easement Agreement. 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.
- 3. REPAIR.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement, normal wear and tear excepted.
- 4. ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Operator may record such documents as are necessary to abandon the easement.

6. **NON-INTERFERENCE.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **BINDING.** The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **FEDERAL AVIATION AUTHORITY REGULATIONS.** Furthermore, Operator 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 Operator's infrastructure within the easement. The parties agree, moreover, that should any of the Airport Improvements conflict with the Operator's use of the easement herein granted, or the Operator's access to its infrastructure, the Grantor shall provide notice to the Operator so that Operator may relocate the Operator's infrastructure to eliminate the conflict, at the Grantor's sole cost and expense, and in accordance with plans approved by the Operator and stamped by a North Carolina professional engineer, and in accordance, furthermore, with the Operator's policies relating to the construction of facilities.

9. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

10. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Attention: \_\_\_\_\_

(ii) If to Operator:

**Charter Communications Operating, LLC**  
12405 Powerscourt Drive  
St. Louis, Missouri 63131  
Attn: Legal Operations

**11. FURTHER DOCUMENTS.** Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

**IN WITNESS WHEREOF,** the parties have executed this Easement Agreement as of the date first written above.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**OPERATOR:**

Charter Communications Operating, LLC  
By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

Name: Jonathan E. Bentley

Title: Director, Marketing Expansion

Date:

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public in and for said State, appeared \_\_\_\_\_, known to me to be the Grantor of the easement described in the foregoing Easement Agreement, and executed said instrument as his free act and deed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared Jonathan E. Bentley, to me known, to be the Director, Market Expansion, of **Charter Communications Operating, LLC**, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**EXHIBIT A**

Attached to and Forming a Part of  
Easement Agreement  
between

THE COUNTY OF FORSYTH, a political subdivision of the State of North Carolina, as Grantor  
and **Charter Communications Operating, LLC** as Operator

