

RESOLUTION # _____

Resolution Granting Utility and Temporary Construction Easements to
Public Service Company of North Carolina d/b/a Dominion Energy (“Dominion”)

WHEREAS, Dominion is requesting a permanent easement to relocate and maintain a replacement underground gas pipeline, and a temporary easement for the installation of the same, on certain County properties located on Old US Highway 70 and adjacent to the Swannanoa River as depicted in the survey attached hereto as “Exhibit A,” which is incorporated herein by reference for a more particular description of the properties and the easements; and

WHEREAS, the replacement underground gas pipeline will take the place of a currently existing line in need of repair, relocating the same more than forty (40) feet beneath the river; and

WHEREAS, The County owns these properties by reason of the FEMA State Hazard Mitigation Grant Program, the properties are not developable due to deed restrictions, and the County has no other use for the property; and

WHEREAS, in consideration of the easements, Dominion has agreed to pay the County a total of \$80,000; and

WHEREAS, Pursuant to N.C. Gen. Stat. § 160A-273, applicable to counties via N.C. Gen. Stat. §153A-176, counties are authorized to grant easements over, through, under, or across any county property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That it hereby authorizes the execution of an agreement consistent with this Resolution granting utility and temporary construction easements to public service company of North Carolina d/b/a Dominion Energy, including the “Utility and Temporary Construction Easements” agreement attached hereto as Exhibit B.
2. That the Chair, Vice Chair, and County Manager, or any of them, or their designee, acting individually or collectively, are hereby authorized, empowered and directed to take all actions necessary or appropriate in the judgment of such officers to accomplish the purposes and intents of this Resolution, including the execution and delivery of an agreement, including the “Utility and Temporary Construction Easements” agreement attached hereto as Exhibit B, and all other documents, agreements, instruments, and/or certificates contemplated and/or made necessary by the grant of easements contemplated herein.

3. That, by and with the consent of the County Legal Department, County staff is hereby instructed to proceed with this undertaking and all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved, and confirmed.
4. That this resolution shall become effective upon its adoption.

This the _____ of _____, 20_____.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

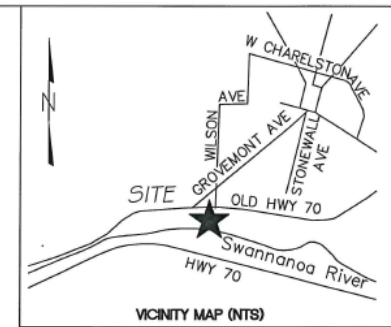
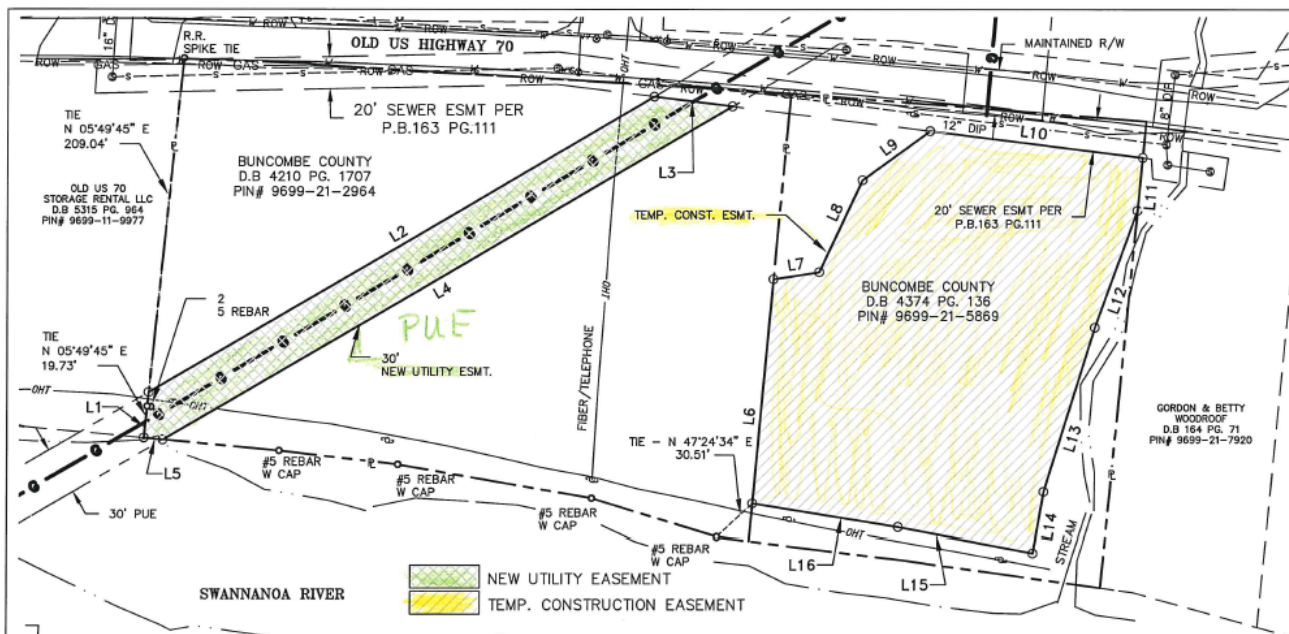
Lamar Joyner, Clerk

By: _____
Brownie Newman, Chair

APPROVED AS TO FORM

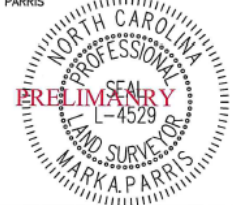
County Attorney

EXHIBIT A



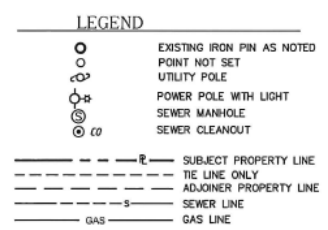
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION FOR THE PURPOSE OF RIGHT OF WAY OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AND EXISTING STREET. THIS MAP IS EXEMPT FROM REVIEW BY A REVIEW OFFICER.

MARK A. PARRIS L-4529



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S5°49'45"W	28.63
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L12	S19°59'02"W	77.58
L13	S17°18'32"W	107.15
L14	S10°02'02"W	38.32
L15	N79°21'11"W	85.96
L16	N80°53'09"W	92.64



NOTES:

- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES.
- ALL BEARINGS ARE BASED ON N.C. GRID BEARINGS.
- AREAS SHOWN ARE SUBJECT TO EASEMENTS OF RECORD.
- RECORD REFERENCES: D.B. 4210 PG. 1707 PIN:9699-21-2964
- RECORD REFERENCES: D.B. 4374 PG. 136 PIN:9699-21-5869
- PROPERTY LINES SHOWN ARE APPROXIMATE AND BASED ON EXISTING DEEDS, PLATS, AND VISIBLE FIELD MONUMENTATION DISCOVERED ALONG PROJECT AREA. PROPERTY LINES SHOWN ARE NOT INTENDED TO REPRESENT AN ACTUAL BOUNDARY SURVEY.

THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

EXHIBIT A

TEMP. CONSTRUCTION EASEMENT (TOTAL)	44921 SF	1.0 AC	NO.	DESCRIPTION	DATE
NEW UTILITY EASEMENT (TOTAL)	11831 SF	0.27 AC			

UTILITY & TEMPORARY CONSTRUCTION EASEMENTS
DOMINION ENERGY
BLACK MOUNTAIN TOWNSHIP, BUNCOMBE COUNTY,
NORTH CAROLINA

W&M Vaughn & Melton Consulting Engineers

Middlesboro, Kentucky 40965 Phone: (606) 246-6600
 Asheville, North Carolina 28806 Phone: (828) 253-2796
 Charlotte, North Carolina 28217 Phone: (704) 357-0488

EASEMENT(S) ACROSS THE PROPERTY OF:
Buncombe County
D.B. 4210 PG. 1707 & D.B.1473 PG.136

Scale: 1"=80'	Dr. By: CPB	Sheet: 1
Date: MAY 2022	Job No: 32116-05	File: Buncombe County Exhibit
80	40	0

EXHIBIT B

UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS

PREPARED BY: Jane Foy Painter, Mullen Holland & Cooper P.A., Attorneys at Law
RETURN TO: Dominion Energy North Carolina
(Attn: Mike Lewis, Engineering Department)
800 Gaston Road
Gastonia, North Carolina 28056

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Project No. 0071195

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to **Buncombe County, a body politic and corporate of the State of North Carolina** (hereinafter designated "Grantor"), the receipt of which is hereby acknowledged, the Grantor hereby bargains, sells, and conveys unto **Public Service Company of North Carolina, Incorporated**, a South Carolina corporation, dba Dominion Energy North Carolina (hereinafter designated "Grantee"), and its successors and assigns, a perpetual and exclusive, except as otherwise provided herein, utility easement for the purpose of installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and removing gas pipeline equipment for the transportation and control of natural gas under, through and across lands of Grantor situate in Buncombe County, North Carolina as described in those deeds recorded in Book 4210 at Page 1707 and Book 4389 at Page 1907 in the Buncombe County Registry, together with the rights of ingress and egress over and across the easement and the remaining lands of the Grantor for the purpose of obtaining access to and from the easement. The easement shall be located and described as shown on the survey titled "UTILITY & TEMPORARY CONSTRUCTION EASEMENTS, DOMINION ENERGY, BLACK MOUNTAIN TOWNSHIP, BUNCOMBE COUNTY, NORTH CAROLINA – EASEMENT(S) ACROSS THE PROPERTY OF BUNCOMBE COUNTY, D.B. 4210 PG. 1707 & D.B. 4374 PG 1066" dated June 2022 and designated thereon as "NEW UTILITY ESMT.," a copy of which is attached hereto as "EXHIBIT A" and incorporated herein by reference.

This utility easement includes multiple line rights and includes the perpetual right to lay, construct, maintain, operate, alter, repair, replace and remove, at any time and from time to time, one or more additional lines of pipe within the easement without the payment of any additional compensation to Grantor, its successors, and/or assigns.

Together with a Temporary Construction Easement also located and described as shown on Exhibit "A" and designated as "TEMP. CONST. ESMT."

The temporary construction easement may be used by the Grantee, its employees, representatives, agents and contractors in connection with the initial construction of the gas pipeline and the subsequent maintenance of the same during the construction period and also to park equipment and store materials during the construction period. Grantee agrees that the consideration paid hereunder includes payment for any and all damage of whatsoever nature done or to be done to any structure or to trees, crops, or other vegetation within the boundaries of this temporary construction easement in connection with the construction of the gas pipeline or lines, and the parking of equipment and storage of materials.

The Grantee shall have the right to assign these easements in whole or part at any time.

The Grantee shall have the right to remove all trees, undergrowth, and other obstructions which may be located within the utility easement that may injure, endanger, or interfere with the construction, operation, maintenance, and repair of said utility pipeline(s). Grantee shall at all time abide by the Deed Restrictions as same are set forth and described in Book 4210 at Page 1707 and Book 4389 ate Page 1907 in said registry.

The Grantor may make full use and enjoyment of the lands and premises included within the easements herein granted in any manner not inconsistent with the use and purpose of said land by the Grantee; provided, however, that the Grantor, its successors, and assigns, shall not construct nor permit to be constructed any house or other permanent structure, nor plant trees or large shrubs, nor allow to be placed or installed any other obstruction, temporary or permanent, that could damage the pipelines or interfere with operation, maintenance or repair of the pipelines by the Grantee, including, but not limited to the accumulation of garbage, rubble, disabled vehicles, tires, or debris of any kind, nor impound nor permit to be impounded any water, on or over the entire areas specifically covered by these easements. The Grantor, its successors, and assigns, may build roads, streets or utilities which cross the pipelines located on the utility easement, but may not construct within and along said pipeline easement any such utilities which run parallel therewith. Fences may be installed by the Grantor crossing the easements, but only after obtaining advance written approval of the Grantee, and such fences must meet specifications of the Grantee for type and must provide accessibility to the easements suitable to Grantee. The Grantor, for itself, its successors, and assigns, further agrees not to build road, street or utility crossings, or fence crossings, or to change the grade within the easements in any manner which will reduce or increase the cover over the pipelines or within the easements, unless approved in writing in advance by Grantee. Grantor shall notify Grantee in writing at least 30 days prior to any construction or maintenance activity within the areas specifically covered by these easements to obtain such approval and to allow Grantee's representative to be present during such activity. Pipeline markers shall not be relocated or removed from the easements.

To have and to hold said utility and temporary construction easements unto the Grantee, its successors, and assigns, in title forever and the undersigned hereby binds itself, its successors, and assigns to warrant and forever defend all and singular said premises unto the Grantee, its successors, and assigns, against the claims of all persons whomsoever.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF this instrument is signed and sealed this _____ day of _____ 2022.

BUNCOMBE COUNTY

By: _____ (SEAL)
Brownie Newman, Chairman

Attest:

Lamar Joyner, Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that Lamar Joyner personally came before me this day and acknowledged that he is the duly appointed Clerk to the Buncombe County Board of Commissioners, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as Clerk.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

_____ (I have personal knowledge of the identity of the Signatory); **or**

_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

___ a driver's license *or*

___ in the form of _____); **or**

_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 2022.

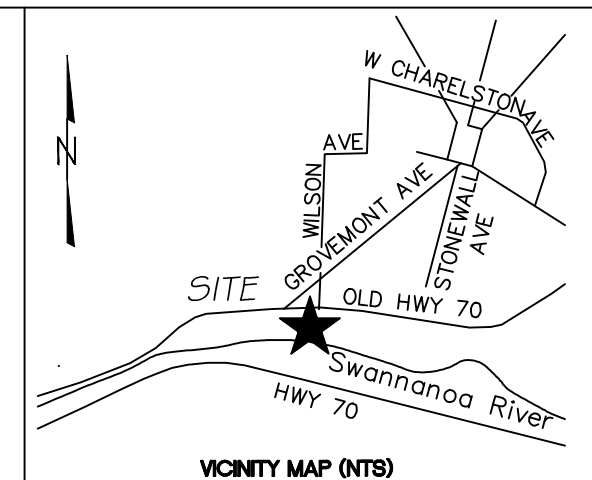
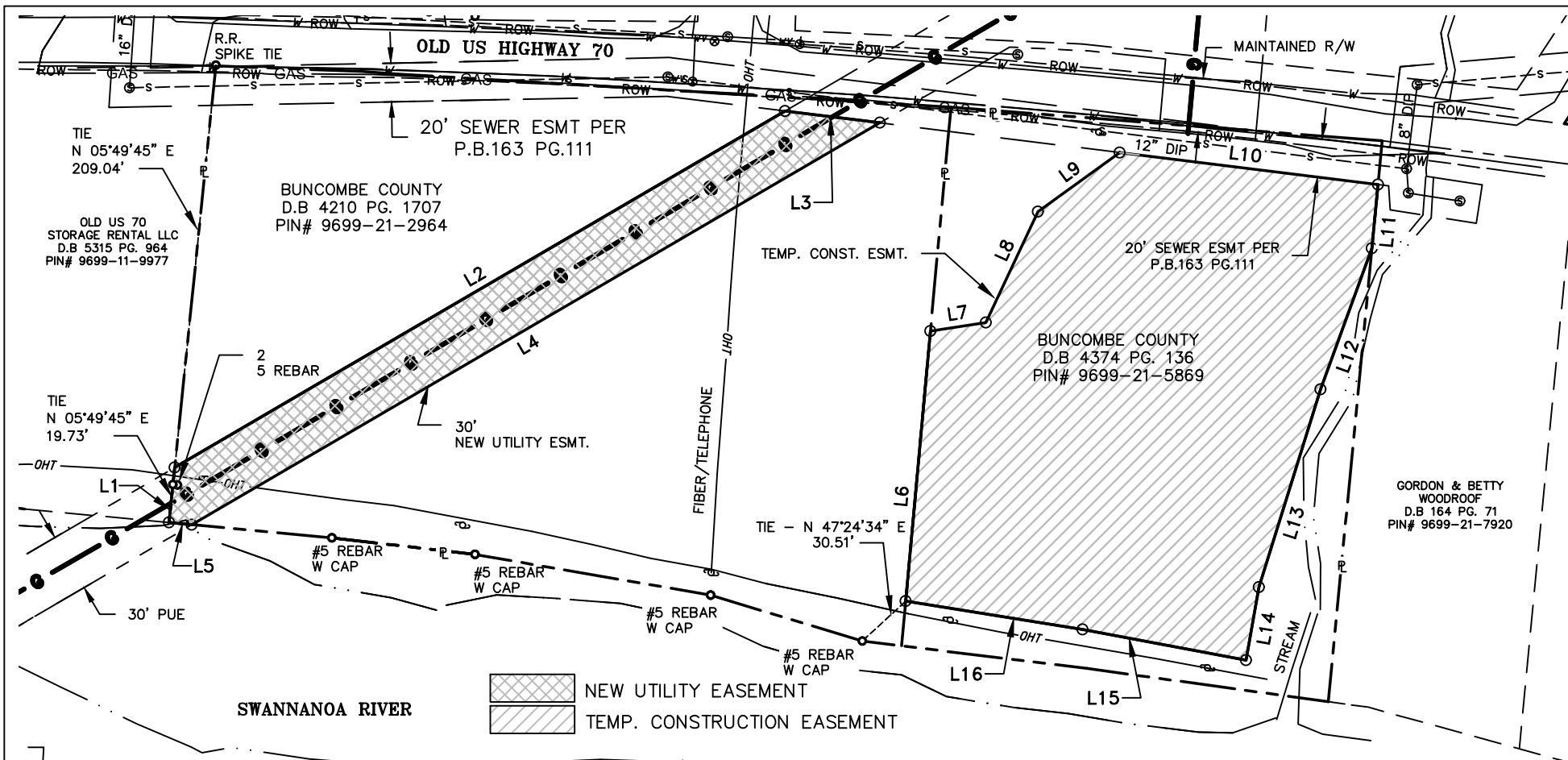
Notary Public

Print Name: _____

[Note: Notary Public must sign exactly as on notary seal]

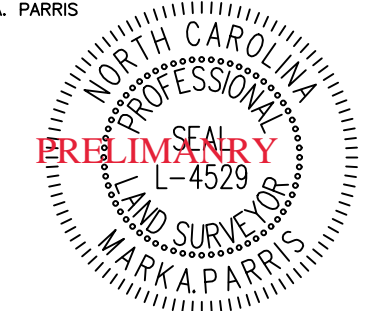
My Commission Expires: _____

☞ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**



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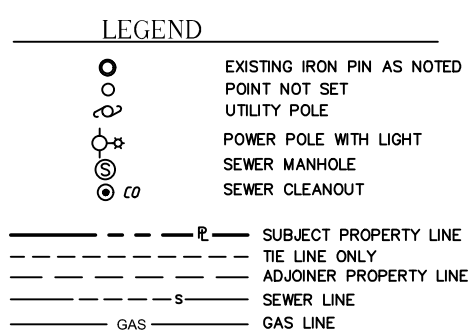


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Date: MAY 2022 Job No: 32116-05 File: Buncombe County Exhibit