

Ashe County

Staff Report

1/12/2021

RE: Courthouse Easement

Summary:

The attached is a proposed easement with Century Link to run a redundant fiber optic line to the back of the Courthouse for the Clerk of Court's office on the third floor. The new line will run from the northwest corner of the Courthouse property south and run along the back of the employee side parking lot to the back of the building and enter the building through an existing conduit (see map in easement document). There should be minimal to no impact to the parking lot. NCGS 160A-273 states that the Board of Commissioners should by resolution approve any easements across County-owned property.

Attachments:

1. Resolution
2. Easement



Ashe County Administration
150 Government Cir, Suite 2500
Jefferson, NC 28640

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF
A UTILITY EASEMENT TO THE CENTRAL TELEPHONE COMPANY
FOR COMMUNICATION FACILITIES**

WHEREAS, Ashe County is authorized pursuant to the provisions of N.C.G.S. 153A-176 and 160A-273 to grant a utility easement over, through, under or across County property, to the Central Telephone Company, also known as Century Link, to permit the construction, maintenance and operation of communication facilities presently proposed for the purpose of communications to the Ashe County Courthouse located at 150 Government Cir, Jefferson, NC 28640;

NOW, THEREFORE, BE IT RESOLVED that the Ashe County Board of Commissioners hereby authorizes the grant of a utility easement over, through, under or across County property, in accordance with the attached easement agreement and map included in Exhibit A of said agreement, to permit the construction, maintenance and operation of communication facilities presently proposed for the purpose of communications to the Ashe County Courthouse.

BE IT FURTHER RESOLVED by the Ashe County Board of Commissioners that the Chairman or County Manager are hereby authorized to execute, on behalf of Ashe County, the attached easement and any other necessary documents to grant the above-described easement to Century Link, subject to approval as to form and legality by the County Attorney.

Adopted this the ____ day of _____, 2021.

Todd McNeill, Chairman
Ashe County Board of Commissioners

ATTEST:

Ashley G. Honeycutt
Clerk to the Board

After recording please return to:
CenturyLink
PO Box 688
Celina, TX 75009

Prepared by:
Omar Amaral
CenturyLink ROW

RECORDING INFORMATION ABOVE

Grantor: County of Ashe
Grantee: Central Telephone Company (North Carolina) d/b/a CenturyLink
Parcel: 09263-001-769
Abbreviated Legal Description: 14.564 Acres per deed Bk 200 Pg 1745, Ashe County Records

EASEMENT AGREEMENT

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Central Telephone Company (North Carolina) d/b/a CenturyLink**, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following property located in the County of Ashe, State of North Carolina, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____.

GRANTOR:

County of Ashe, North Carolina

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____, of _____, a
_____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

An Aerial easement ten (10) feet wide running in a southwesterly direction from an existing power pole on the northeast side of the property. This aerial easement will run for two hundred (200) feet to a new pole, placed for telecom purposes. From the new pole, an additional ten (10) foot wide easement being five (5) feet on either side of new buried fiber cable that will run in a westerly direction an additional one hundred thirty (130) feet approximately, to the western edge of the paved parking lot, then turning south and following the edge of the parking lot in a southwesterly direction until it reaches the back entrance to the Courthouse building, an additional five hundred forty five (545) feet to termination at the back of the building.

THE FOLLOWING MAP MAY NOT BE A CERTAIN SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

Sketch or Drawing of Easement Tract

