

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MARCH 28, 2019

AGENDA ITEM NUMBER: 9

**SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF A UTILITY EASEMENT BETWEEN FORSYTH COUNTY AND THE WINSTON-SALEM PUBLIC WORKS DEPARTMENT FOR COUNTY OWNED PROPERTY LOCATED AT SMITH REYNOLDS AIRPORT, WINSTON-SALEM, NORTH CAROLINA (AIRPORT DEPARTMENT)**

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

**SUMMARY OF INFORMATION:** See Attached

ATTACHMENTS:  YES  NO

SIGNATURE: J. Dudley Wooten, Jr./AMS  
COUNTY MANAGER

DATE: March 26, 2019

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF A UTILITY  
EASEMENT BETWEEN FORSYTH COUNTY AND THE WINSTON-SALEM PUBLIC  
WORKS DEPARTMENT FOR COUNTY OWNED PROPERTY LOCATED AT SMITH  
REYNOLDS AIRPORT, WINSTON-SALEM, NORTH CAROLINA  
(AIRPORT DEPARTMENT)**

**WHEREAS** Forsyth County owns real property at Smith Reynolds Airport, Winston-Salem, North Carolina where the City of Winston-Salem requires to install a gravity sanitary sewer main;

**WHEREAS** the sewer main is intended to replace an existing pump station that is nearing the end of its life cycle to continue servicing the citizens near the southwestern corner of the Airport on Parcels 6846-15-9269 and 6837-90-4905; and

**WHEREAS** the County has determined that the temporary and permanent easements will not adversely impact future development at the Airport and approval from the Federal Aviation Administration has been obtained to grant the utility easements for the fair market value of \$48,425;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the above-described property will be subject to Temporary and Permanent Easements;

**BE IT FURTHER RESOLVED**, that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the above-described Temporary and Permanent Easements with the North Carolina Department of Environmental Quality, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The proposed Temporary and Permanent Easements are attached hereto and incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, that the attached easement between Forsyth County and the Winston-Salem Public Works Department is hereby ratified as an interlocal agreement as required by N.C.G.S. 160A-461, and that this Resolution ratifying interlocal cooperation is spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 28<sup>th</sup> day of March 2019.

Drafted by: Marilena Jensen-Guthold, Asst. City Attorney-Box 5

NORTH CAROLINA )

GRANT OF EASEMENT

FORSYTH COUNTY )

THIS GRANT OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by FORSYTH COUNTY, a political subdivision of the State of North Carolina, parties of the first part, hereinafter called the Grantors, to CITY OF WINSTON-SALEM, a municipal corporation of Forsyth County, North Carolina, party of the second part, hereinafter called the Grantee (the parties of the first part and the party of the second part, hereinafter, collectively, called the “parties”);

W I T N E S S E T H:

That the Grantors, in consideration of Forty-Eight Thousand, Four Hundred Twenty-Five Dollars (\$48,425.00) and other valuable consideration to them paid by the Grantee, receipt of which is hereby acknowledged, have bargained and sold, and, by these presents, do bargain, sell, and convey unto the Grantee and its successors and assigns, easements across the property of the Grantors for the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal by the Grantee and its successors and assigns, of a sanitary sewer line, said property of the Grantors being situated in Forsyth County, North Carolina, and the easements hereby conveyed being described as follows:

Being all of that certain 45,738 square foot parcel of land to be used for a permanent easement and a 62,659 square foot temporary construction easement, said easements being as shown on Sheet 1 of 3 on Map 9346-P, dated 9/14/16 or as may have been subsequently revised, entitled Machine Street Pump Station Elimination Outfall prepared by the Engineering Division of the City of Winston-Salem and on file in the Office of the Department of Public Works, Winston-Salem, North Carolina, to which reference is hereby made for a more particular description.

The above described permanent and temporary construction easements cross Tax Parcel Identification Number(s) 6837-90-4905.00 of the Forsyth County Tax Records as now constituted.

Being all of that certain 12,449 square foot parcel of land to be used for a permanent

TO HAVE AND TO HOLD the aforesaid easements and all privileges and appurtenances thereunto belonging, to the Grantee and its successors and assigns, including, but not limited to, the free and full right of ingress and egress over and across said easements and the right, from time to time to cut all trees, undergrowth, and other obstructions in the easements that, in the opinion of the Grantee or its successors or assigns, may injure, endanger, or interfere with the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal of said sewer line. Any temporary construction easement conveyed by this instrument will continue until the completion of Machine Street Pump Station Elimination Outfall Project 9346, at which time the temporary construction easement will terminate.

The Grantee agrees that, prior to the termination of the temporary construction easement, the Grantee will erect a fence three (3) to five (5) feet tall along the eastern boundary of the permanent easement. The Grantee, furthermore, 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 easements, provided that the Grantor notifies the Grantee, in writing, in advance, whether the filing of such a form is required for the particular activity contemplated, and assists the Grantee to file the requisite form. The parties agree that should the Grantor, at any time in the future, decide to construct airport improvements, such as runways, taxiways, extensions, associated lighting, etc. (the "Airport Improvements"), upon the easements, the Grantor shall implement, at its sole cost and expense, such measures as are necessary to protect the Grantee's infrastructure within the easements. The parties agree, moreover, that should any of the Airport Improvements conflict with the Grantee's use of the easements herein granted, or the Grantee's access to its infrastructure, as the Grantee shall, in its sole discretion, determine, 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 sanitary sewer extensions. The Grantor shall utilize a North-Carolina-licensed utility contractor, acceptable to the Grantee, in said endeavor, and shall ensure that the extensions are constructed in a safe and proper manner, and in compliance with all applicable ordinances, statutes, rules, and regulations. The Grantor agrees that the Grantee may make periodic inspections to determine if the extensions are being constructed according to specification and that the Grantor shall remove and replace any work or materials the Grantee deems unsatisfactory. At the conclusion of the work, the Grantor shall furnish to the Grantee as-built drawings and any easements necessary for the Grantee to access the relocated infrastructure, in widths satisfactory to the Grantee and on the same terms and conditions as specified herein.

The Grantors agree that the consideration herein above recited 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 said easements in connection with the survey for and/or construction of said sewer lines, and the Grantors agree, for themselves, their heirs, successors, and assigns, that they shall neither have nor make any claim for further damages by reason thereof. The Grantee agrees to repair any fences damaged in connection with the construction of the sewer lines.

The Grantors, their heirs, successors, and assigns, may use the property within the boundaries of the easements conveyed herein in any manner consistent with, and not in derogation of, the use or purposes to which said easements may be put by the Grantee or its successors and assigns. By way of example, the Grantors their heirs, successors, and assigns, may cultivate the soil within the boundaries of said easements, provided such cultivation shall not interfere with the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal of said sewer lines. In further limitation of the right of the Grantors, their heirs, successors, and assigns, to use the property within the boundaries of said easements, it is agreed that the Grantors, their heirs, successors, and assigns, shall not, within the boundaries of said easements, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to pond, or (4) place any fill thereon without the Grantee's prior written permission.

After said sewer lines have been constructed, the Grantee will pay the Grantors, their heirs, successors, or assigns, for any damage to their growing crops, within or without the boundaries of the said easements, that may, from time to time, be caused by leaks in said sewer lines or by the repair, maintenance, or replacement of said sewer lines by the Grantee; provided, however, that the mere existence of said sewer lines and any effects that their presence and ordinary operation may have upon the property, soil, and/or crops within or without the boundaries of the easements, or any effects that the repair, maintenance, or replacement of the lines may have upon the property or soil, within or without the boundaries of the easements, shall not entitle the Grantors, their heirs, successors, and assigns, to any damages. Furthermore, the Grantors, their heirs, successors, and assigns, shall not be entitled to any damages for trees hereafter cut by the Grantee or its agents or employees, within the boundaries of said easements. Compensation for all the above is included in the consideration hereinbefore recited.

Said sewer lines shall at all times be deemed personalty; they shall not become a part of the realty through or across which they pass.

It is agreed that this grant covers all the agreements between the parties, and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal.

FORSYTH COUNTY, a political subdivision of the State of North Carolina

By: \_\_\_\_\_ (SEAL)  
J. Dudley Watts, Jr., County Manager

Attest: \_\_\_\_\_ (SEAL)  
Ashleigh Sloop, Clerk to the Board

STATE OF NORTH CAROLINA - Forsyth County

I, \_\_\_\_\_, a Notary Public of Forsyth County, North Carolina, do hereby certify that Ashleigh Sloop, personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Forsyth County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of Forsyth County, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by her, as its Clerk to the Board.

WITNESS my hand and notarial seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Notary Seal/Stamp



Real Estate Office

November 15, 2016

City of Winston-Salem
P.O. Box 2511
Winston-Salem, NC 27102
CityLink 311 (336.727.8000)
www.cityofws.org

Airport Commission of Forsyth County
Attn: Mark Davidson, Airport Director
3801 North Liberty Street, Suite 204
Winston-Salem, NC 27105

RE: Acquiring Easements for Construction
Tax Pin: 6846-15-9269 and 6837-90-4905
Property Address: Bowen Boulevard and 1200 Fairchild Road
Project: Machine Street Pump Station Elimination

Dear Property Owner:

In order to provide improved sewer service to the citizens of Forsyth County, the City/County Utility Commission finds it necessary to construct a new sewer line located on your property referenced above. It is necessary that the City acquire easements for this project, in accordance with the previously supplied map.

The Real Estate Office of the City of Winston-Salem has had an independent appraisal made of the easements. After reviewing this appraisal, the Fair Market Value of \$48,425 has been established and is our offer to you. Please notify this office of your decision regarding the acceptance of this offer and you will be supplied with the appropriate documents for your signature. This offer is itemized as follows:

Table with 3 columns: Tax PIN, Address, Fair Market Value Offer. Rows include Bowen Boulevard (\$43,300) and 1200 Fairchild Road (\$5,125), totaling \$48,425.

It is our policy to make every reasonable effort in the acquisition of this easement to minimize any hardships or inconvenience caused by this acquisition. Should you have any questions or comments concerning this project, please do not hesitate to call me at (336) 734-1294.

Sincerely,
Mike Hall
Mike Hall
Senior Real Estate Agent

MH/tw



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Memphis Airports District Office  
2600 Thousand Oaks Blvd., Ste. 2250  
Memphis, TN 38118  
Phone: 901-322-8180

February 4, 2019

Rachel Bingham, P.E.  
Senior Airport Project Manager  
North Carolina Department of Transportation  
Division of Aviation  
1501 Mail Service Center  
Raleigh, NC 27699-1501

**Request for Concurrent Use of Aeronautical Property  
Sewer Line Easement  
Smith Reynolds Airport  
Winston Salem, NC**

Dear Ms. Bingham:

The Federal Aviation Administration (FAA) concurs with your request of November 29, 2018 for concurrent use of aeronautical property at the Smith Reynolds Airport (INT). Your request meets the requirements for concurrent use as outlined in FAA Order 150/5190.5B, Airport Compliance Handbook, Chapter 22.5, "Request for Concurrent Use of Aeronautical Property for Other Use". The acquisition area consists of:

<b>Parcel</b>	<b>Permanent Easement</b>	<b>Temporary Easement</b>
6846-15-9269	12,449 sq ft	18,686 sq ft
6837-90-4905	45,738 sq ft	62,659 sq ft

The proposed sewer line easement is located parallel to the southwest boundary of the airport.

We have also determined that the terms and conditions of the lease agreement are acceptable. Upon final execution of the lease documents with the prospective tenant, please provide our office an electronic copy for our records.

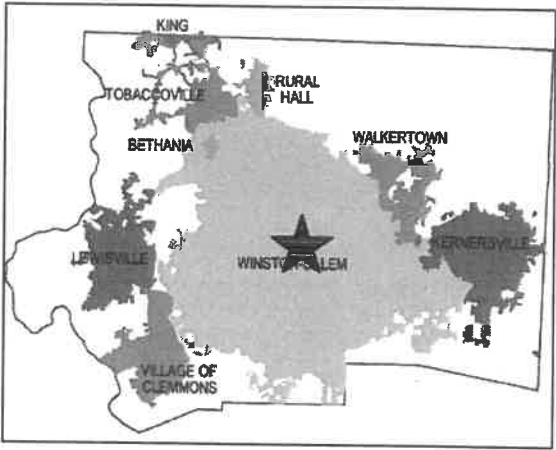
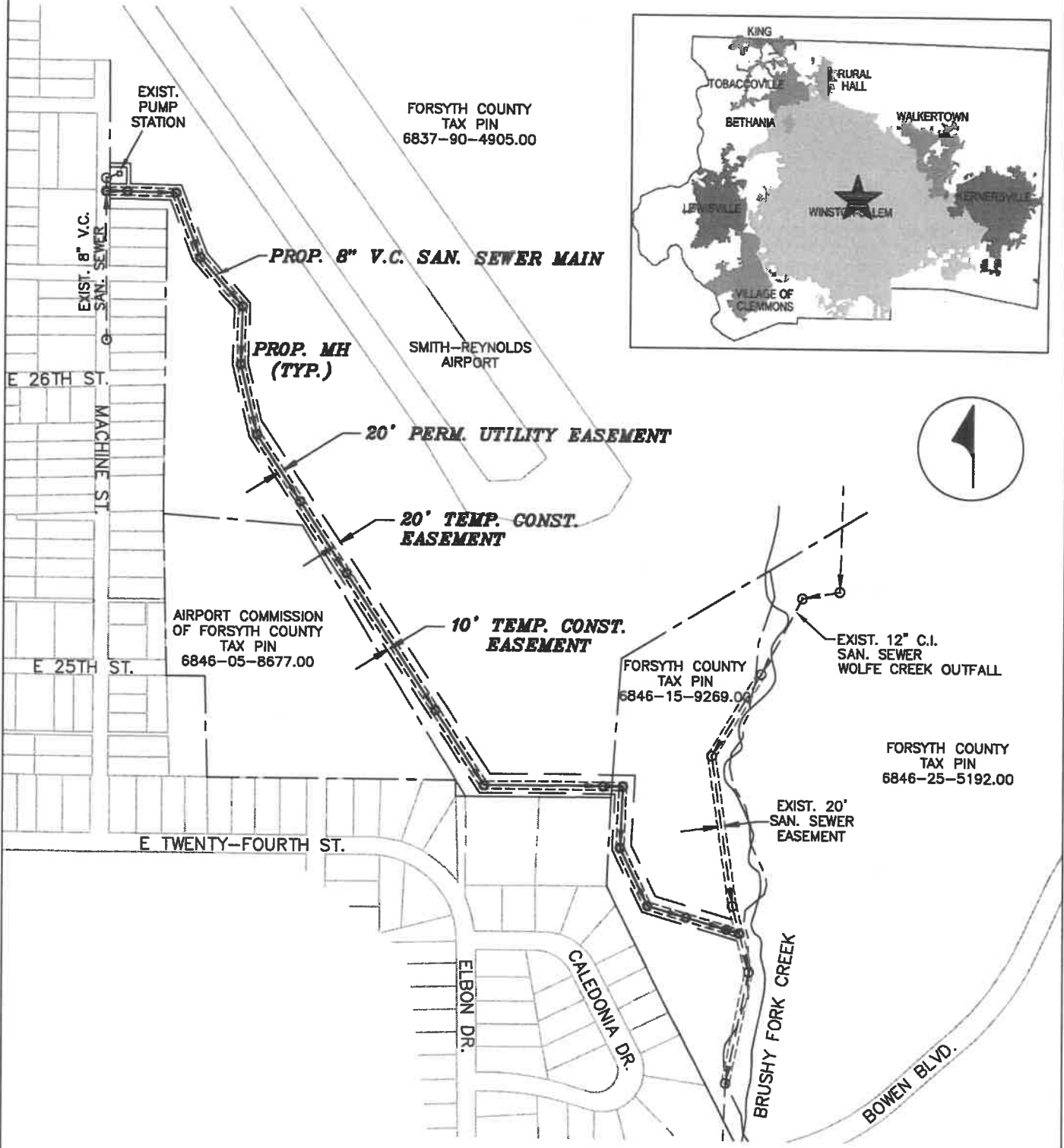
If you have further questions concerning this determination, please feel free to contact Phillip J. Braden at (901) 322-8180.

Sincerely,

Duane L. Johnson  
Acting Manager, Memphis Airports District Office



# CITY/COUNTY UTILITY COMMISSION



**PROPOSED SEWER PROJ. NO. 75346**

**NOT TO SCALE**

**DATE 10-25-16**

**MACHINE ST. PUMP STATION ABANDONMENT & GRAVITY SEWER LINE INSTALLATION**

