

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: DECEMBER 3, 2020

AGENDA ITEM NUMBER: 19

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: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE:

J. Dudley Watts, Sr. IAMS
COUNTY MANAGER

DATE: November 30, 2020

Project Information

CHARTER COMMUNICATIONS CONSTRUCTION SURVEY

Priority for Enterprise and SMB projects

Project Information

2in conduit/set 4 vaults/Pulling in 48ct fiber/ Will
 owned vault pulling in 12ct flat fiber in building
 and vaults 767ft to com room.



Specialty Products: fiber
 Surveyed by: Tony E

Presence of Building	YES
Number of Stories	2
Interior Finish	
Equipment Available	YES
Drop Length	1
Completed by	
Complete Date	

Building Access Information	Name	Phone Number
After Hours		
Emergency		

Fields below are Optional not Mandatory

<input type="text"/>	Vacant Lots Passed <input type="text"/>	Actual Homes Passed <input type="text"/>																																																				
<input type="text"/>	UG Footage <input type="text"/>																																																					
<input type="text"/>	<table border="0"> <tr> <td colspan="2">Survey Fiber</td> <td colspan="2">Survey Other</td> </tr> <tr> <td>Aerial Footage</td> <td><input type="text"/></td> <td>Aerial Vacant Strand</td> <td><input type="text"/></td> </tr> <tr> <td>Aerial Overlash</td> <td><input type="text"/></td> <td>New Aerial Strand</td> <td><input type="text"/></td> </tr> <tr> <td>UG Footage</td> <td><input type="text"/></td> <td>Vacant Structure</td> <td><input type="text"/></td> </tr> <tr> <td>Trench</td> <td><input type="text"/></td> <td>New Vacant Structure</td> <td><input type="text"/></td> </tr> <tr> <td>Bore</td> <td><input type="text"/></td> <td>Removed Direct Bury</td> <td><input type="text"/></td> </tr> <tr> <td>Pull Thru</td> <td><input type="text"/></td> <td>Drop</td> <td><input type="text"/></td> </tr> <tr> <td>Bldg Attachment</td> <td><input type="text"/></td> <td></td> <td></td> </tr> <tr> <td>Direct Bury</td> <td><input type="text"/></td> <td></td> <td></td> </tr> <tr> <td>UG Occupied</td> <td><input type="text"/></td> <td></td> <td></td> </tr> <tr> <td>AE Rework Existing</td> <td><input type="text"/></td> <td></td> <td></td> </tr> <tr> <td>UG Rework Existing</td> <td><input type="text"/></td> <td></td> <td></td> </tr> <tr> <td>AE Removed</td> <td><input type="text"/></td> <td></td> <td></td> </tr> </table>		Survey Fiber		Survey Other		Aerial Footage	<input type="text"/>	Aerial Vacant Strand	<input type="text"/>	Aerial Overlash	<input type="text"/>	New Aerial Strand	<input type="text"/>	UG Footage	<input type="text"/>	Vacant Structure	<input type="text"/>	Trench	<input type="text"/>	New Vacant Structure	<input type="text"/>	Bore	<input type="text"/>	Removed Direct Bury	<input type="text"/>	Pull Thru	<input type="text"/>	Drop	<input type="text"/>	Bldg Attachment	<input type="text"/>			Direct Bury	<input type="text"/>			UG Occupied	<input type="text"/>			AE Rework Existing	<input type="text"/>			UG Rework Existing	<input type="text"/>			AE Removed	<input type="text"/>		
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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 3rd day of December 2020.

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

ing 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

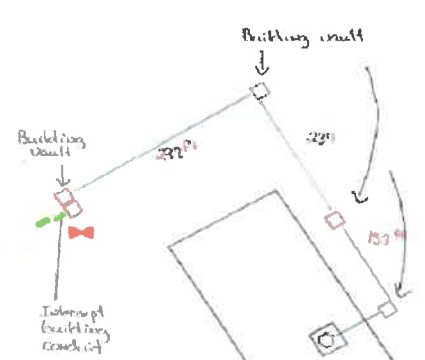
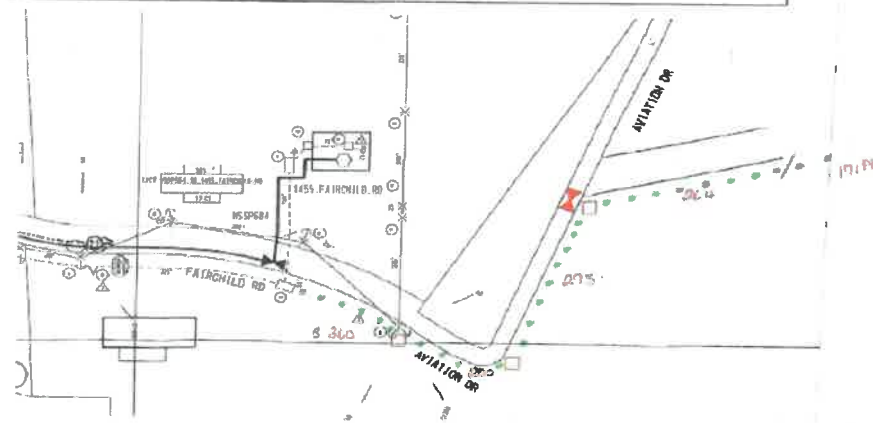
Detail from Right Of Way to Interior MPOE/demarc in or at the premises.

Insert SOW Map & Details










, 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
 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).

Location: Dr 27105 / MPOE / Forsyth Tech / Contact: Mike Barrette 336-408-1005

1200 ft 2 in conduit / set 4 vaults / Pulling in 48d fiber
 pit between Sportsman vault + 1st building vault
 Red flat fiber 765 ft in building conduit to IT room!



COMMUNICATIONS CONSTRUCTION SURVEY

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

