



# REQUEST FOR COUNCIL ACTION

## City of Greenville, South Carolina

Agenda Item No.

15h

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** June 28, 2021

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROVE AN EASEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF UNDERGROUNDING UTILITIES ON PROPERTY LOCATED ON SOUTH HUDSON STREET (TAX MAP NUMBERS 0052000101600, 0052000100100, AND 0052000101500)

**SUMMARY BACKGROUND:**

The purpose of this Ordinance is to approve an easement in favor of Duke Energy Carolinas, LLC for the purpose of providing utility service to city property located on South Hudson Street.

**IMPACT IF DENIED:**

The easement will not be granted.

**FINANCIAL IMPACT:**

N/A

**REQUIRED SIGNATURES**

Department Director Dave Derrick  
DocuSigned by:  
AB48CE3623CF4C1...

OMB Director \_\_\_\_\_

City Attorney Michael Pitts  
DocuSigned by:  
5E0F2A267E2D413...

City Manager John McDonough  
DocuSigned by:  
FDC2AC15040F440...

A N O R D I N A N C E

TO APPROVE AN EASEMENT IN FAVOR OF DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF UNDERGROUNDING UTILITIES ON PROPERTY LOCATED ON SOUTH HUDSON STREET (TAX MAP NUMBERS 0052000101600, 0052000100100, AND 0052000101500)

WHEREAS, the city of Greenville (“City”) is the owner of those certain tracts of land South Hudson Street having Tax Map Numbers 0052000101600, 0052000100100, and 0052000101500; and

WHEREAS, the City desires to have electric utility lines placed underground on the foregoing tracts of land; and

WHEREAS, City Council has determined it is in the best interests of the City to enter into an Easement Agreement in favor of Duke Energy Carolinas, LLC for the purpose of undergrounding electric utilities on the foregoing tracts of land;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves entering into an easement agreement in favor of Duke, subject to terms and conditions that are substantially similar to those as set out in Attachment 1, attached hereto and incorporated herein by reference. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

ATTACHMENT 1

Prepared by: Duke Energy Carolinas, LLC  
Return to: Duke Energy Carolinas, LLC  
Attn: Pietrina Clark  
425 Fairforest Way  
Greenville, SC 29607

Parcel # 0052000101600  
0052000100100  
0052000101500

EASEMENT

State of South Carolina  
County of Greenville

THIS EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, from  
**CITY OF GREENVILLE**, a South Carolina municipal corporation ("**Grantor**", whether one or more),  
to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 2144, Page 902, Deed Book 1305, Page 988 and Deed Book 1296, Page 678, Greenville County Register of Deeds ("Property"). The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

For Grantee's Internal Use:  
Work Order #: 37681156

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, it is understood and agreed that the general location of the Easement Area is shown on the sketch attached hereto as Exhibit A and recorded herewith. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the facilities by Grantee in substantial compliance with Exhibit A hereto.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Witnesses: **CITY OF GREENVILLE**  
a South Carolina municipal corporation

\_\_\_\_\_  
(Witness #1) John McDonough, City Manager (SEAL)

\_\_\_\_\_  
(Witness #2)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of  
\_\_\_\_\_, certify that John McDonough, as City Manager of CITY OF  
GREENVILLE, a South Carolina municipal corporation, personally appeared before me this day and  
acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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

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

EXHIBIT A



THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

This map may not be a certified 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

NOTE: PROPERTY LINES AS SHOWN WHERE PLOTTED FROM INSTRUMENT # AND SITE IMPROVEMENTS FROM GIS DATA

0 0.0175 0.035 0.07 mi  
0 0.03 0.06 0.12 km

1:2,257  
WGS 1984 Web Mercator Auxiliary Sphere  
Projection: Mercator Auxiliary Sphere  
Datum: WGS 1984

SITE NAME: Greenville SC

	DR.	EXHIBIT MAP OF: Approximate Location of Distribution ROW		
	CK.	EXHIBIT MAP FOR: City of Greenville		
	DATE	LOCATION	Unity Park - Oscar St and S. Hudson St	
	4/26/2021	SITE #	LU #	MAP #
				EMAX #