

FORSYTH COUNTY

BOARD OF COMMISSIONERS


MEETING DATE: MARCH 29, 2018 AGENDA ITEM NUMBER: 6

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO PURCHASE THE TERMINATION OF AN EASEMENT ACROSS THE FUTURE COURTHOUSE SITE

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE:  COUNTY MANAGER DATE: March 28, 2018

**RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO
PURCHASE THE TERMINATION OF AN EASEMENT ACROSS THE
FUTURE COURTHOUSE SITE**

WHEREAS, Forsyth County Government needs to terminate a 0.20046 +/- acre easement to provide additional building space for the future Courthouse site; and

WHEREAS, the easement is located at 175 North Chestnut Street and Forsyth County staff has negotiated an Agreement to terminate the easement at a cost of thirty-five thousand and 00/100 dollars (\$35,000); and

WHEREAS, the County Manager requests authorization to execute all necessary documents to complete the termination of the easement on the above-described Property;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and the Clerk to the Board to execute necessary documents to purchase the termination of the easement across the future Courthouse site located at 175 North Chestnut Street, Winston-Salem, N.C. at a cost of thirty-five thousand and 00/100 dollars (\$35,000), 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 29th day of March 2018.

2004075984 00102

FORSYTH CO, NC FEE \$32.00
 NO TAXABLE CONSIDERATION
 PRESENTED & RECORDED:
 11-01-2004 11:44 AM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By: ROSALYN E MARSH DEPUTY
 BK: RE 2517
 PG: 491-497

ENVELOPE

Prepared by and return to: Dorrestein & Crane, P.C.
 141 Providence Road, Suite 160, Chapel Hill, NC 27514

NORTH CAROLINA

ACCESS EASEMENT

FORSYTH COUNTY

This Access Easement, made this 3rd day of September, 2004 by and between JUSTIN A. BARTON, an individual (hereinafter "Barton"); EDWARD HALL LLC, a North Carolina limited liability company (hereinafter "Edward Hall"); Southland Associates, Inc., Trustee, and CENTRAL CAROLINA BANK, a Division of National Bank of Commerce, successor by merger to Central Carolina Bank and Trust Company (for the limited purposes set forth hereinbelow).

WITNESSETH:

WHEREAS, Justin A. Barton is the owner of a tract of land located in the Town of Winston-Salem, described in Deed Book 2189, Page 663, and Deed Book 2288, Page 2636 in the Office of the Register of Deeds for Forsyth County, North Carolina, and more fully described on "Exhibit A" attached hereto ("Barton Property"); and

WHEREAS, the property owned by Barton as described on "Exhibit A" is subject to that certain Deed of Trust from Justin A. Barton to Southland Associates, Inc., Trustee for Central Carolina Bank and Trust Company, as recorded in Book 2189, Page 667, Forsyth County Registry; and

WHEREAS, Edward Hall owns an adjoining tract of land described in Deed Book 2288, Page 2639, in the Office of the Register of Deeds for Forsyth County, North Carolina, and more fully described on "Exhibit B" attached hereto ("Edward Hall Property"); and

WHEREAS, the aforesaid properties are the same properties being shown, in part, on survey plat entitled "Justin A. Barton" dated September 12, 2002, prepared by Thomas A. Riccio & Associates, Drawing No. 02241, a copy of which is attached hereto as ("Exhibit C"); and

WHEREAS, Edward Hall by this Agreement wishes to bind itself, its successors and assigns, to provide the current and future owners of the Barton Property a nonexclusive easement for perpetual ingress, egress, and regress to Patterson Avenue over and across that portion of the Edward Hall Property shown as the "ASPHALT" area on Exhibit C (referred to as "Access Easement"); and

NOW, THEREFORE, for and in consideration of the premises and of the payment to each of them of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Barton and Edward Hall by these presents do grant as follows:

Edward Hall does hereby grant, bargain, sell and convey to Barton, his successors and assigns, his licensees, employees, tenants, invitees, contractors, agents, and customers, a nonexclusive perpetual right and easement for ingress, egress and regress, over and across a portion of the Edward Hall Property for the purpose of providing access to Patterson Avenue referred to as the Access Easement, including the purpose of facilitating any reasonably necessary repair, maintenance, replacement and reconstruction of the existing or any future improvements on the Barton Property, and the right to install, repair, maintain and replace all utilities located on the Barton Property. Said nonexclusive perpetual right and easement shall be uninterrupted and unobstructed, with Barton, his

successors and assigns, his licensees, employees, tenants, invitees, contractors, agents and customers having use of the Access Easement at all hours, twenty-four (24) hours a day, every day of the year.

TO HAVE and to hold the aforesaid rights and easements hereby granted to Barton, his successors and assigns in title forever, his licensees, employees, tenants and customers, it being agreed that the rights and easement hereby granted are perpetual, appurtenant to and run as a burden to the Edward Hall Property and are for the use of Barton.

AND THE PARTIES DO FURTHER AGREE that the provisions in this agreement anticipate the use of pedestrian and passenger vehicles accessing Patterson Avenue. If Barton shall cause any extraordinary wear and tear of the Access Easement by building on the Barton Property or other heavy use, Barton shall be responsible to pay such extraordinary cost of maintenance as caused by said use. The Access Easement shall be maintained by Edward Hall, its successors or assigns, in reasonable condition for the purposes of ingress, egress and regress between the properties and Patterson Avenue.

TO HAVE and to hold the aforesaid rights and easements hereby granted to Barton and Edward Hall, their successors and assigns in title forever, it being agreed that the rights and easements hereby granted are perpetual, appurtenant to and run as a burden to the land and are for the common use of Barton and Edward Hall.

MORTGAGE CONSENT AND SUBORDINATION:

Central Carolina Bank, a Division of National Bank of Commerce, successor by merger to Central Carolina Bank and Trust Company, and Southland Associates, Inc., Trustee, execute this document for the sole and limited purpose of subordinating their respective interests under that certain Deed of Trust dated July 23, 2001, and recorded in Book 2189, Page 667, Forsyth County Registry, to the rights granted herein and confirming that the rights granted Barton herein and in any amendment, modification or addition hereto, will accrue to them, their successors and assigns, if they take title to the property described in "Exhibit A" through foreclosure or otherwise. The agreement to subordinate contained herein is specifically conditioned upon the agreement of all parties to this Agreement, and by their execution hereof, such parties, for themselves, their successors and assigns, do hereby acknowledge and agree that neither Central Carolina Bank and Trust Company, Southland Association, Inc., nor any of their successors or assigns (collectively, "Lender") shall have any liability or obligation hereunder for any action or inaction of Barton or any other owner of the property described in "Exhibit A", that Lender may not be liable to any party hereunder unless and until it takes title to the property described in "Exhibit A", and that any liability of Lender, whether as mortgagee, lender, owner, or otherwise, shall be limited in all respects to Lender's interest in and to the property described in "Exhibit A", and no officer, director, employee or agent of Lender shall under any circumstances have any individual or personal liability hereunder.

IN WITNESS WHEREOF, the parties hereto, by their representatives thereunto duly authorized, have executed this Agreement as of the day and year first above written.

Justin A. Barton (seal)
JUSTIN A. BARTON

EDWARD HALL, LLC

By: Justin A. Barton
Justin A. Barton
Its: Manager

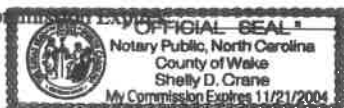
STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, Shelly D. Crane, a Notary Public for Wake County, State of North Carolina, do hereby certify that JUSTIN A. BARTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

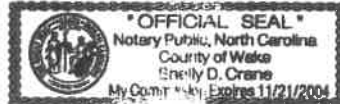
Witness my hand and official stamp or seal, this the 27th day of August, 2004.

Shelly D. Crane
Notary Public

My Commission Expires:



11/21/2004



STATE OF NORTH CAROLINA
COUNTY OF ORANGE

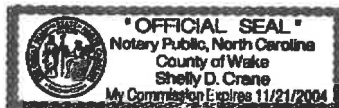
I, Shelly D. Crane, a Notary Public for Wake County, State of North Carolina, do hereby certify that Justin A. Barton, Manager of EDWARD HALL, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 27th day of August, 2004.

Shelly D. Crane
Notary Public

My Commission Expires:

11/21/2004



SOUTHLAND ASSOCIATES, INC., Trustee

By: [Signature]

Its: Vice President

CENTRAL CAROLINA BANK, a Division of National Bank of Commerce

By: [Signature]

Its: Vice President

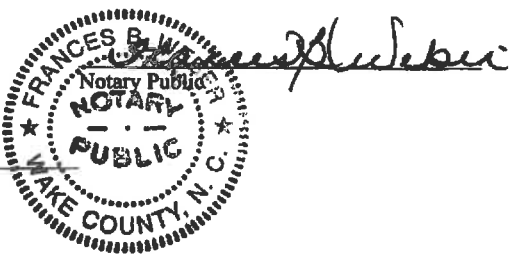
STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Frances B. Weber, a Notary Public of Wake County, North Carolina, certify that Andy Thomas W. G. W. personally appeared before me this day and acknowledged that he/she is V.P. of Southland Association, Inc., a corporation, Trustee for Central Carolina Bank, a Division of National Bank of Commerce, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its

Witness my hand and official stamp or seal, this 3 day of Sept, 2004.

(STAMP/SEAL)

My commission expires: 8-30-05



STATE OF NORTH CAROLINA
COUNTY OF Wake

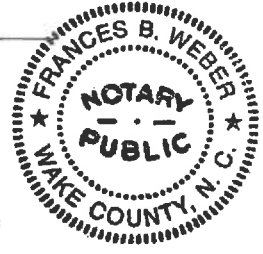
I, Frances B. Weber, a Notary Public of Wake County, North Carolina, certify that Andy Rowitz personally appeared before me this day and acknowledged that he/she is V.P. of Central Carolina Bank, a Division of National Bank of Commerce, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its VP

Witness my hand and official stamp or seal, this 3 day of Sept, 2004.

(STAMP/SEAL)

My commission expires: 8-30-05

[Signature]
Notary Public



STATE OF NC - FORSYTH CO The foregoing certificate(s) of:
Shelly D. Crane
FRANCES B. WEBER NP(s)
is certified to be correct at the date of registration shown on the first page thereof,
Dixie C. Wood, Register of Deeds by [Signature] Deputy/Asst.

EXHIBIT A

TRACT 1 - BEING a certain tract or parcel of land located in Winston Township, Forsyth County, North Carolina and being more particularly described as follows:

BEGINNING AT A POINT located in the east right-of-way line of Chestnut Street and at the northwest corner of the property conveyed to Piedmont Institute for Research and Technology LLC by deed dated May 17, 1996 and recorded in Book 1901 at Page 2322 of the Forsyth Public Registry; and running thence from said point of beginning and with the east right-of-way line of Chestnut Street North 07° 08' 48" West 148.36 feet to a point; running thence with the south boundary line of the PIRT III Property North 83° 28' 52" East 239.79 feet to a point and North 83° 26' 12" East 19.12 feet to a point in the west right-of-way line of Patterson Avenue; running thence with said right-of-way line of Patterson Avenue South 07° 02' 36" East 119.80 feet to a point, the northeast corner of the property described in the deed recorded in Book 1901 at Page 2322 of the Forsyth Public Registry; running thence with the boundary lines of said property the three following courses and distances: (1) South 83° 26' 12" West 143.38 feet to a point; (2) South 06° 29' 43" East 28.52 feet to a point; and (3) South 83° 30' 26" West 114.99 feet to the point and place of BEGINNING and containing 0.78743 acres, more or less, as taken from a plat of survey prepared by Thomas A. Riccio and Associates dated January 24, 1997 and revised February 21, 1997 (Drawing Number 97031).

TOGETHER WITH all right, title and interest of the Grantor in and to that certain right and easement described in the deed to Piedmont Institute for Research and Technology LLC recorded in Book 1901 at Page 2322 of the Forsyth County Registry.

SAVE AND EXCEPT all of that certain tract or parcel of land described in Deed recorded in Book 2147, Page 2867, Forsyth County Registry.

TRACT 2 - BEING a certain tract or parcel of land located in Winston Township, Forsyth County, North Carolina and being more particularly described as follows:

BEGINNING at an iron in the western right of way line of Patterson Avenue said iron pipe marking the northeastern corner of property now or formerly owned by Piedmont Institute for Research and Technology II, LLC as recorded in Deed Book 1976, Page 4045, Forsyth County Registry; running thence from said beginning point along the northern line of Piedmont Institute for Research and Technology II, LLC South 83° 26' 12" West 19.12 feet to a point; thence continuing along the northern line of Piedmont Institute for Research and Technology II, LLC South 83° 28' 38" West 239.79 feet to an iron in the eastern right of way line of Chestnut Street; thence along the eastern right of way line of Chestnut Street North 07° 08' 48" West 26.82 feet to a point; thence along a new line North 82° 42' 14" East 258.95 feet to a point in the western right of way line of Patterson Avenue; thence along the western right of way line of Patterson Avenue South 07° 02' 36" East 30.30 feet to an iron in the northeastern corner of Piedmont Institute for Research and Technology II, LLC, the point and place of beginning, containing 0.17 acres more or less in accordance with a survey by Joseph E. Franklin, Registered Land Surveyor, for Piedmont Institute for Research and Technology II, LLC ("PIRT II, LLC") dated July 19, 2001. The same being the southern portion of Tax Lot 202, Block 52, as presently shown on the Forsyth County Tax Maps.

TOGETHER WITH a nonexclusive perpetual easement for ingress, egress and regress over and across that property to the immediate north of the above-described tract extending northerly 11.5 feet from and running parallel with the northernmost property line of the above-described tract and SUBJECT TO a non-exclusive perpetual easement for ingress, egress and regress hereby expressly reserved over and across that property that is the northernmost portion of the above-described tract said property extending southerly 11.5 feet from and running parallel with the northernmost property line of the above-described tract.

TRACT 3 -- BEING a certain tract or parcel of land located in Winston Township, Forsyth County, North Carolina and being more particularly described as follows:

BEGINNING at an existing nail in the western right of way line of Patterson Avenue, said nail marking the northeastern corner of property now owned by Justin A. Barton as recorded in Deed Book 2189, Page 663, Forsyth County Registry; running thence from said beginning point along the northern line of Justin A. Barton South 82° 42' 28" West 258.95 feet to a point in the eastern right of way line of Chestnut Street; thence along the eastern right of way line of Chestnut Street; thence along the eastern right of way line of Chestnut Street North 07° 08' 48" West 24.46 feet to a point; thence along a new line North 82° 46' 33" East 128.49 feet to a nail; thence along a new line North 06° 30' 57" West 18.83 feet to a nail; thence along a new line North 82° 54' 05" East 130.33 feet to a nail in the western right of way line of Patterson Avenue; thence along the western right of way line of Patterson Avenue South 07° 02' 36" East 42.69 feet to the point and place of beginning, containing 0.20046 acres more or less in accordance with a survey by Thomas A. Riccio, Professional Land Surveyor, for Justin A. Barton dated September 12, 2002. The same being the southern portion of Tax Lot 202B, Block 52, as presently shown on the Forsyth County Tax Maps.

TOGETHER WITH any and all right, title and interest of the Grantor in and to that certain nonexclusive perpetual easement for ingress, egress and regress as described in the deed to Piedmont Institute for Research and Technology II, LLC recorded in Book 2189, Page 660, Forsyth County Registry.

EXHIBIT B

BEING a certain tract or parcel of land located in Winston Township, Forsyth County, North Carolina and being more particularly described as follows:

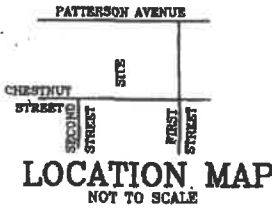
BEGINNING at an existing nail in the western right of way line of Patterson Avenue said point being located North 07° 02' 36" West 42.69 feet from the northeast corner of the property conveyed to Justin A. Barton by deed recorded in Book 2189, Page 663 of the Forsyth Public Registry; thence from said beginning point along a new line South 82° 54' 05" West 130.33 feet to an existing nail; thence along a new line South 06° 30' 57" East 18.83 feet to an existing nail; thence along a new line South 82° 46' 33" West 128.49 feet to an existing nail in the eastern right of way line of Chestnut Street; thence along the eastern right of way line of Chestnut Street North 07° 08' 48" West 208.06 feet to a railroad spike; thence North 81° 34' 52" East 259.44 feet to an existing iron pin in the western right of way line of Patterson Avenue; thence along the western right of way line of Patterson Avenue South 07° 02' 36" East 194.93 feet to the point and place of beginning, containing 1.19811 acres more or less. The same being the northern portion of Tax Lot 202B, Block 52, as presently shown on the Forsyth County Tax Maps.

EXHIBIT C

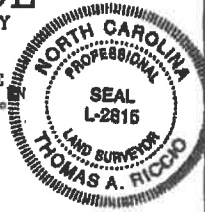
I, THOMAS A. RICCIO, P.L.S., CERTIFY THAT ON SEPTEMBER 12TH, 2002, WE SURVEYED THE PROPERTY SHOWN ON THIS PLAT; AND THAT THE PROPERTY LINES AND LOCATIONS OF IMPROVEMENTS ARE ACCURATELY SHOWN HERON; THAT, EXCEPT IF NOTED, NO IMPROVEMENT LOCATED ON THIS PROPERTY ENCLOSES ON ANY ADJACENT STREET OR PROPERTY, AND THAT NO IMPROVEMENT ON ADJACENT PROPERTY ENCLOSES ON THE PREMISES SURVEYED.

0.20046± ACRE
BY COORDINATE COMPUTATION

TLR
L-2815
PROFESSIONAL LAND SURVEYOR

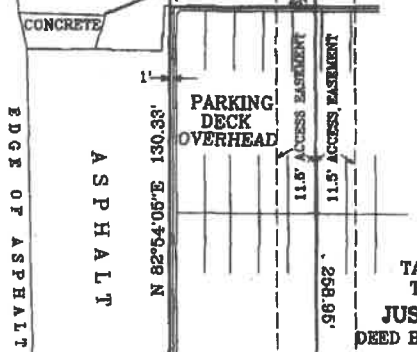


PATTERSON AVENUE
PUBLIC RIGHT-OF-WAY



GRAVEL
REMAINING IN TAX LOT 202B
1.19811± ACRES
BY COORDINATE COMPUTATION

N 07°02'36"W 194.93' EIP/ TIE
S 07°02'36"E 42.69' NP
S 07°02'36"E 30.30' TIE EN



TAX BLOCK 0052
TAX LOT 202A
JUSTIN A. BARTON
DEED BOOK 2189 PAGE 663
TRACT 2

TAX BLOCK 0052 TAX LOT 202B
PIEDMONT INSTITUTE FOR RESEARCH
AND TECHNOLOGY III LLC
DEED BOOK 1976 PAGE 4048

VICTORIA HALL
ADJACENT
THREE STORY
BUILDING

CHESTNUT STREET
50' PUBLIC RIGHT-OF-WAY

LEGEND

- EIP EXISTING IRON PIN
- IFS IRON PIN SET
- NP NAIL PLACED
- DH DRILL HOLE
- RR RAILROAD SPIKE
- EN EXISTING NAIL

SURVEY PREPARED FOR

JUSTIN A. BARTON

LOT	MAP OF	PLAT BOOK
PART OF TAX LOT 202B	BLOCK 0052	PAGE
WINSTON TOWNSHIP * FORSYTH COUNTY * NORTH CAROLINA		
ADDRESS: CHESTNUT STREET	DATE: 09-12-2002	FIELD: DB NM SM DRAWING NUMBER 02241 MAPPED: TAR
<p>SCALE: ONE INCH EQUALS FORTY FEET</p>		<p>THOMAS A. RICCIO & ASSOCIATES PROFESSIONAL LAND SURVEYOR 440 WEST END BOULEVARD WINSTON-SALEM, NORTH CAROLINA 27101 336-773-0211</p>