

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: October 8, 2020

AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO THE CITY OF WINSTON-SALEM TO CONSTRUCT AND ACCESS BUS STOP SHELTERS AND ACCESSORIES ON PORTIONS OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED ON NORTH HIGHLAND AVENUE

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS*
COUNTY MANAGER

DATE: October 06, 2020

RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT TO THE CITY OF WINSTON-SALEM TO CONSTRUCT AND ACCESS BUS STOP SHELTERS AND ACCESSORIES ON PORTIONS OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED ON NORTH HIGHLAND AVENUE

WHEREAS the City of Winston-Salem requests an easement to access portions of Forsyth County owned real property located on North Highland Avenue, Winston-Salem, N.C., as identified by Parcel Identification Numbers 6835-58-7180, 6835-58-4084, and 6835-68-0941, to construct, operate, access, and maintain bus stop shelters and accessories within a designated portion of the easement area for consideration of \$10.00;

WHEREAS bus stop shelters are to serve individuals utilizing the City of Winston-Salem's bus transportation system;

WHEREAS the City of Winston-Salem agrees to sign the Installation, Operation, and Maintenance Responsibilities Agreement incorporated in the easement, which specifies the City's responsibilities and future care of the easement and shelters;

WHEREAS if Forsyth County needs the property in the future for any other use, the County may terminate the easement with one-year's notice to the City of Winston-Salem, and the City will remove the bus stop shelters; 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 on North Highland Avenue, Winston-Salem, N.C., as identified by Parcel Identification Numbers 6835-58-7180, 6835-58-4084, and 6835-68-0941, to construct, operate, access, and maintain bus stop shelters and accessories within a designated portion of the easement area for consideration of \$10.00; 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 Grant of Easement and any other necessary documents to grant the above-described access easement to the City of Winston-Salem, 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 8th day of October 2020.

Drafted by: Angela I. Carmon City Attorney, Box 30

NORTH CAROLINA)	GRANT OF EASEMENT
)	Bus Shelter and Accessories Easement, PIN#
FORSYTH COUNTY)	6835-58-7180; 6835-58-4084; and 6835-68-0941

THIS GRANT OF EASEMENT, made this _____ day of _____, 2020, by **FORSYTH COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina, party of the first part, hereinafter called the Grantor(s), to the **CITY OF WINSTON-SALEM**, a municipal corporation of Forsyth County, North Carolina, party of the second part, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration to them paid by the Grantee, receipt of which is hereby acknowledged, has bargained and sold, and by these presents do bargain, sell and convey unto the Grantee its successors and assigns, an easement across the property of the Grantor for the construction, installation, operation, repair, maintenance, replacement and/or removal by the Grantee, its agents, successors or assigns, of a bus shelter and accessories on or across said property of the Grantor being situated in Forsyth County, North Carolina for the Bus Shelter Project #6277, and the easement hereby conveyed being described as set forth in Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the aforesaid easement 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 easement and the right from time to time to cut all trees, undergrowth and other obstructions in the easement that in the opinion of the Grantee, its successors or assigns, may injure, endanger or interfere with the construction, installation, operation, repair, maintenance, replacement and/or removal of said bus shelter.

The Grantor may terminate this easement or any part thereof, for any reason or no reason, by providing the Grantee written notice at least one year prior to the date of termination. All rights and access conveyed to the Grantee shall terminate pursuant to the Grantor's written notice of termination and the Grantee shall restore the property to its original condition.

Grantee shall be required to obtain all entitlements necessary to undertake the work herein. The Grantee agrees to repair any County-owned property damaged in connection with the construction or installation of the bus shelter. Further, Grantee agrees to maintain the bus shelter and property granted within this easement as set forth in Exhibit B.

The Grantor, its 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.

Further, the Grantor shall not be entitled to any damages for trees hereafter cut by Grantee, its agents or employees, within the boundaries of said easement. Compensation for all the above is included in the consideration herein before recited.

Said bus shelter shall at all times be deemed personality; they shall not become a part of the realty through or across which they pass. Notwithstanding anything to the contrary above, the EASEMENT herein granted is for shelters to be installed at any point agreed upon by the parties and where needed on the Property provided that, prior to placement of any shelter, GRANTOR must agree in writing to the placement or relocation of any shelter and the schedule of any such placement or relocation.

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 its hand and seal.

FORSYTH COUNTY, NORTH CAROLINA

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

ATTEST:

By: _____
Ashleigh M. Sloop, Clerk

STATE OF _____)
COUNTY OF _____)

I, _____, a notary public of the County and State aforesaid, certify that Ashleigh M. Sloop, personally came before me this day and acknowledged that she is the Clerk for FORSYTH COUNTY, NORTH CAROLINA, and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by J. Dudley, Watts, Jr, as its County Manager, and attested to by Ashleigh M. Sloop, as Clerk for said County.

Witness my hand and notarial seal, this the _____ day of _____, A.D., 2020.

Notary Public

My commission expires: _____

EXHIBIT A

Tract 1: On PIN #6835-58-4084.00
On West Side of Highland Avenue near 5th Street

BEGINNING at a point, said point being the southeast corner of a new bus stop easement on the western R/W of Highland Avenue, said point also being located from an existing iron pipe (S.E. corner of PIN # 6835-58-4084) with N.C. Grid Coordinates (NAD83/2011) N:857807.51, E:1635616.18; the following call, N 01deg 58'21"E, 40.99'; thence from said BEGINNING point N 88deg 01'39"W, 8.00' to a point; thence N 01deg 58'21"E, 12.00' to a point; thence S 88deg 01'39"W, 8.00' to a point; thence S 01deg 58'21"W, 12.00' to the Point and Place of BEGINNING. The above description contains 96 sq. ft.

Tract 2: On PIN #6835-68-0941.00
On East Side of Highland Avenue at 8th Street

BEGINNING at a point, said point being the northwest corner of a new bus stop easement on the eastern R/W of Highland Avenue, said point also being located from an existing iron pipe (S.E. corner of PIN # 6835-59-8214) with N.C. Grid Coordinates (NAD83/2011) N:859086.46, E:1635871.80; the following 2- calls, N 88deg 00'15"W, 150.28', S 02deg 03'24"W, 35.55'; thence from said BEGINNING point S 87deg 55'44"E, 8.99' to a point; thence S 02deg 03'24"W, 12.00' to a point; thence N 87deg 55'44"W, 8.99' to a point; thence N 02deg 03'24"E, 12.00' to the Point and Place of BEGINNING. The above description contains 107.8 sq. ft.

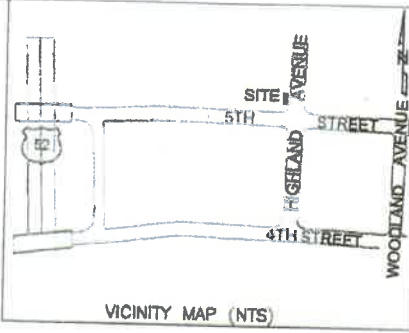
Tract 3: On PIN #6835-58-7180.00
On East Side of Highland Avenue at Carl Russell Ave

BEGINNING at a point, said point being the northwest corner of a new bus stop easement on the eastern R/W of Highland Avenue, said point also being located from an existing iron pipe (N.E. corner of PIN # 6835-58-4084) with N.C. Grid Coordinates (NAD83/2011) N:858300.06, E:1635633.14; the following call, S 74deg 58'53"E, 61.91'; thence from said BEGINNING point S 88deg 21'58"E, 10.30' to a point; thence S 02deg 01'59"W, 12.00' to a point; thence N 88deg 21'58"W, 10.30' to a point; thence N 02deg 01'59"E, 12.00' to the Point and Place of BEGINNING. The above description contains 123.6 sq. ft.

I, Christopher A. Wall, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded as noted on the map); that the boundaries not surveyed are shown as broken lines plotted from information found in books referenced; that the ratio of precision as calculated is 1:10,000±;
Witness my original signature, license number and seal:

Signature Christopher A. Wall License Number L-4200
Surveyor

This the 03 Day of SEPT. 2020
Forsyth County, North Carolina

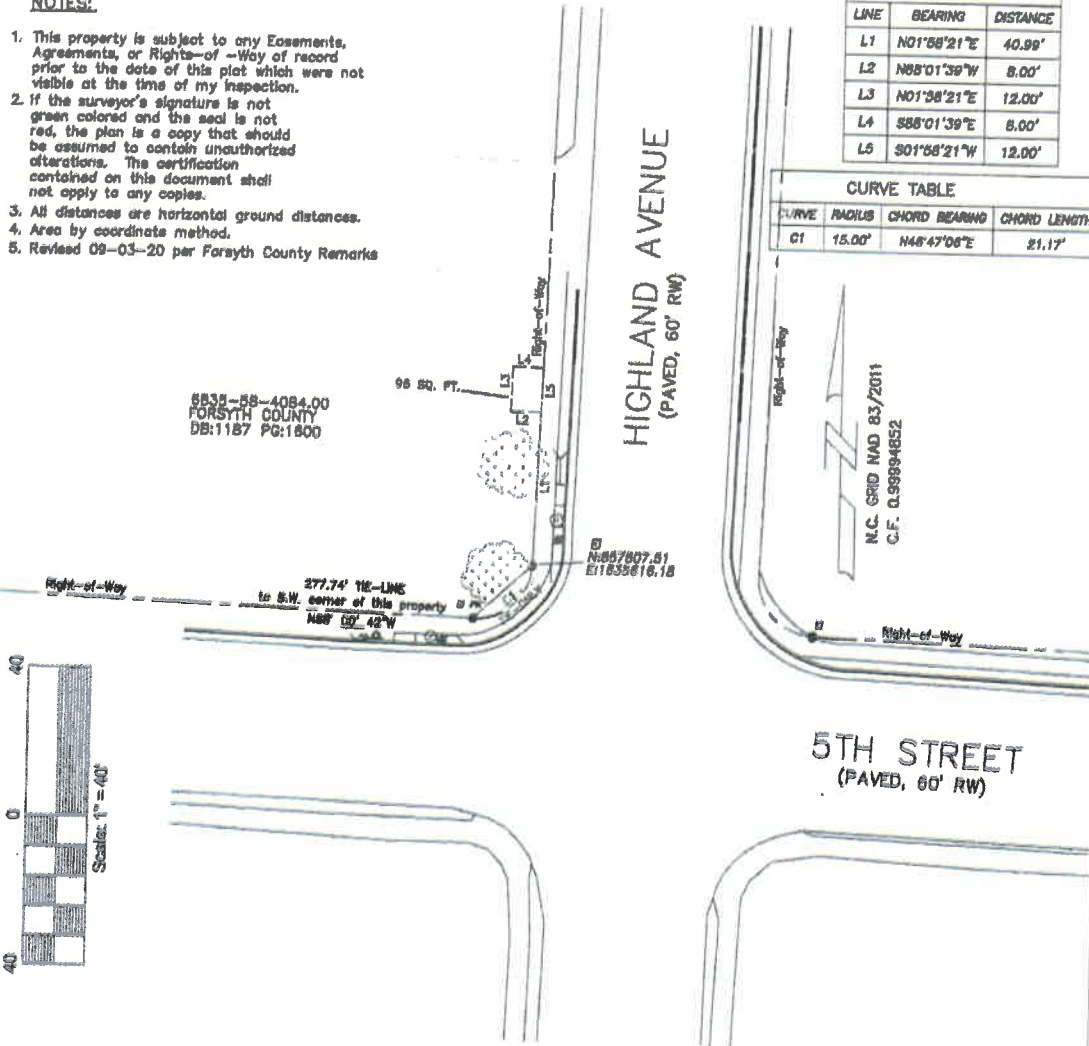


NOTES:

1. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to the date of this plat which were not visible at the time of my inspection.
2. If the surveyor's signature is not green colored and the seal is not red, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.
3. All distances are horizontal ground distances.
4. Area by coordinate method.
5. Revised 09-03-20 per Forsyth County Remarks

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°58'21"E	40.99'
L2	N88°01'39"W	8.00'
L3	N01°58'21"E	12.00'
L4	S88°01'39"E	8.00'
L5	S01°58'21"W	12.00'

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	
C1	15.00'	N48°47'06"E	21.17'	



LEGEND

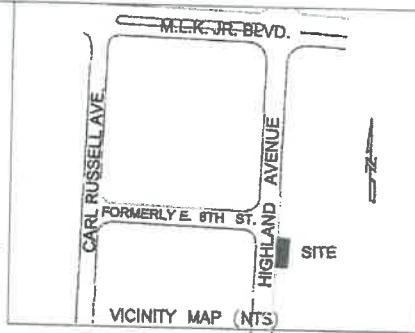
- Existing Property Corner
- - - - - Adjoining Property Lines
- — — — — Property Line
- - - - - Sheltered Bus Stop Easement
- ⊕ Utility Pole & Guy Wire
- ⊙ Drainage Basin w/ MH
- ⊙ Tree (Varying Species)

PLAT OF SURVEY SHOWING
AN EASEMENT FOR
A SHELTERED BUS STOP
ON PIN #6835-58-4084.00
OWNED BY
FORSYTH COUNTY
FOR
THE CITY OF WINSTON-SALEM
CHRISTOPHER A. WALL, PLS
P.O. BOX 2511
WINSTON-SALEM, NC 27102
(336)727-8187

I, Christopher A. Wall, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded as noted on the map); that the boundaries not surveyed are shown as broken lines plotted from information found in books referenced; that the ratio of precision as calculated is 1:10,000±;
 Witness my original signature, license number and seal:

Signature Christopher A. Wall License Number L-4200
 Surveyor

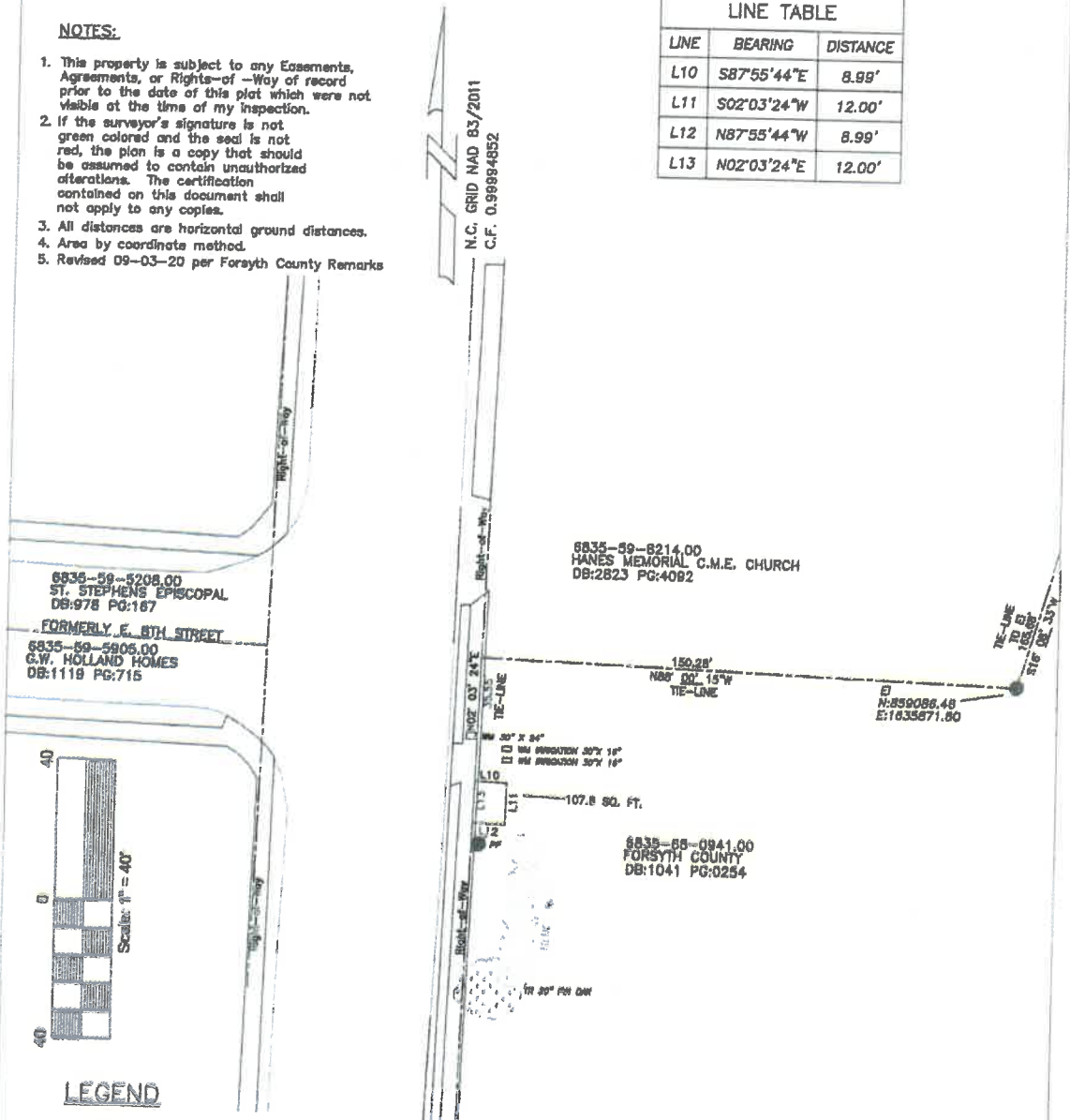
This the 03 Day of SEPT. 2020
 Forsyth County, North Carolina



NOTES:

1. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to the date of this plat which were not visible at the time of my inspection.
2. If the surveyor's signature is not green colored and the seal is not red, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.
3. All distances are horizontal ground distances.
4. Area by coordinate method.
5. Revised 09-03-20 per Forsyth County Remarks

LINE	BEARING	DISTANCE
L10	S87°55'44"E	8.98'
L11	S02°03'24"W	12.00'
L12	N87°55'44"W	8.99'
L13	N02°03'24"E	12.00'



LEGEND

- Existing Property Corner
- Adjoining Property Lines
- Property Line
- Sheltered Bus Stop Easement
- ⊥ Utility Pole & Guy Wire
- Water Vault (Size as Noted)
- ⊙ Tree (Varying Species)

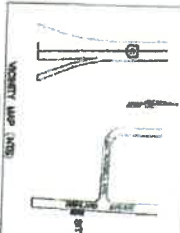
PLAT OF SURVEY SHOWING
 AN EASEMENT FOR
 A SHELTERED BUS STOP
 ON PIN #6835-68-0941.00
 OWNED BY
 FORSYTH COUNTY
 FOR
 THE CITY OF WINSTON-SALEM
 CHRISTOPHER A. WALL, PLS
 P.O. BOX 2511
 WINSTON-SALEM, NC 27102
 (336)727-8187

I, Christopher A. Hill, certify that this plat was drawn under my supervision from an actual survey of the property shown on said plat. I am a duly licensed and bonded surveyor in the State of North Carolina. My commission expires on 12/31/2011. My office is located at 12345 Main Street, Raleigh, NC 27601.

Prepared by: *Christopher Hill*
 Date: 12/21/11
 Scale: As Shown

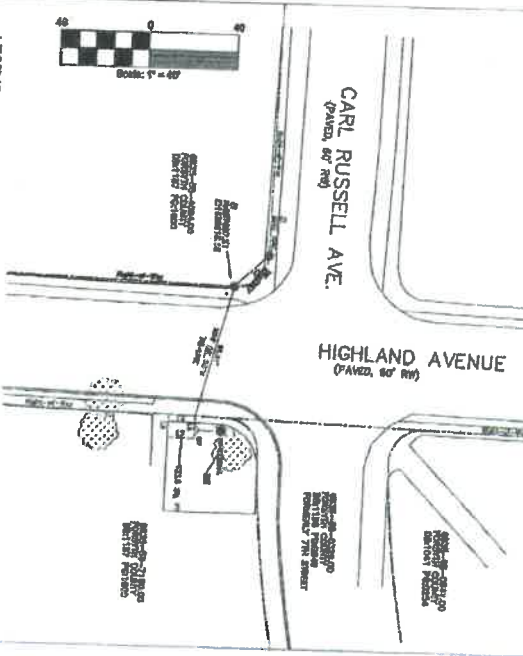
- NOTES:**
- The property is subject to any easements, encroachments, or other interests of record in the public records of the State of North Carolina, and the surveyor is not responsible for their location or extent.
 - The survey was conducted in accordance with the North Carolina Surveying and Mapping Act of 1992, as amended.
 - The survey was conducted using a total station and a GPS receiver.
 - The survey was conducted on a clear day with good visibility.
 - The survey was conducted in accordance with the North Carolina Surveying and Mapping Act of 1992, as amended.

N.C. GEN. STAT. § 86-201
 O.F. 0.00000000



CHANGE TABLE (If-Only)

NO.	DATE	REVISION	BY
1	12/21/11	ISSUED	CH



- LEGEND**
- Existing Property Center
 - Adjoining Property Lines
 - Property Line
 - Shaded Bus Stop Easement
 - Utility Pole & Guy Wire
 - Tree (Vegetation Specified)

PLAT OF SURVEY SHOWING AN EASEMENT FOR A SHEDDED BUS STOP ON FIN #8835-58-7180.00 OWNED BY FORSYTH COUNTY THE CITY OF WINSTON-SALEM CHRISTOPHER A. HILL PLS WINSTON-SALEM, NC 27102 (336) 727-5167

EXHIBIT B

Installation, Operation, and Maintenance Responsibilities Agreement

This Agreement memorializes the understanding between the City of Winston-Salem, North Carolina ("Grantee") and Forsyth County, North Carolina ("Grantor"):

Grantee shall:

- A. Assume all costs associated with installation, maintenance, use, repair, and replacement of bus stop shelters.
- B. Accept all responsibility and liability for the actions and omissions of all contractors and customers.
- C. Indemnify and hold the Grantor harmless from any and all claims and demands of any person or persons arising out of or based upon personal injuries, bodily injuries, property damage, and/or death suffered by such person or persons resulting directly from any defect in the premises, as described in Exhibit A, or any act of negligence by Grantee while Grantee, its contractors, and/or customers are engaged in the installation, operation, and/or maintenance of the bus stop shelters.
- D. Acknowledge the Grantor makes no representation or promises with respect to the condition of the premises, as outline in Exhibit A, for the fitness of the Grantee's installation, operation, and/or maintenance of bus stop shelters.
- E. Construct, maintain, and repair a retaining wall within the boundaries of Tract 1, as described in Exhibit A, to accommodate installation of a bus stop shelter. Grantee will construct, maintain, and repair the retaining wall at its sole expense and restore any and all damage to Grantor's property which may be incurred during construction of such.
- F. Install and maintain trash receptacles at each bus stop shelter.
- G. Provide weekly trash and debris removal services for each bus stop shelter.
- H. Conduct periodic inspections of each bus stop shelter to check for vandalism and/or damage.
- I. In the event of realized vandalism and/or damage, Grantee shall promptly repair and restore said shelter to its original state.

The undersigned has the right and authority to make and execute this Agreement.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

J. Dudley Watts, Jr., County Manager
Date: _____

City of Winston-Salem, North Carolina

By: [Signature]
Name: Lee D. Garris
Title: City Manager
Date: 9/17/20

[Signature]
City Secretary
[Signature]



Approved as to form and legality.
This 18th day of September 20 20
By [Signature] Attorney