

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

9

MEETING DATE: NOVEMBER 14, 2019

AGENDA ITEM NUMBER: _____

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH THE CITY OF WINSTON-SALEM TO INSTALL AND MAINTAIN A WORK OF ART AT THE FORSYTH COUNTY SOUTHSIDE BRANCH LIBRARY

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: November 8, 2019

**RESOLUTION AUTHORIZING EXECUTION OF AN ENCROACHMENT
AGREEMENT WITH THE CITY OF WINSTON-SALEM TO INSTALL AND
MAINTAIN A WORK OF ART AT THE FORSYTH COUNTY
SOUTHSIDE BRANCH LIBRARY**

WHEREAS the Forsyth County Board of Commissioners recognizes that public art is an important aspect of vibrant communities that attract people to visit, study, and live here;

WHEREAS the Winston-Salem/Forsyth County Public Art Commission in furtherance of its purpose to facilitate the creation of public art in Winston-Salem, Forsyth County, and its municipalities has commissioned the Winston-Salem Portrait Project to feature in public spaces the different faces and stories of Winston-Salem through panels with images of residents on a stainless steel background; and

WHEREAS the Public Art Commission has requested that one of the eight panels for the Portrait Project be attached to the exterior wall of the Forsyth County Southside Branch Library, and the Forsyth County Public Library Board recommends placement of the panel there;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, an Encroachment Agreement with the City of Winston-Salem, on behalf of the Public Art Commission, to install and maintain a work of art at the Forsyth County Southside Branch Library, subject to approval as to form and legality, where applicable, by the Forsyth County Attorney.

Adopted this the 14th day of November 2019.

NORTH CAROLINA)
)
FORSYTH COUNTY)

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 14th day of November, 2019, by and between FORSYTH COUNTY, Grantor and the CITY OF WINSTON-SALEM, Grantee.

W I T N E S S E T H:

THAT WHEREAS, the Grantor is the owner of certain real property known as the Forsyth County Library, Southside Branch, located at 3185 Buchanan Street, Winston-Salem, North Carolina.

WHEREAS, the Grantee desires to obtain the right to install and maintain an approximately 4' x 8' work of art upon Grantor's property; and

WHEREAS, the Grantor desires to grant unto the Grantee herein, a right to use a portion of the Grantor's property.

NOW, THEREFORE, in recognition of their respective legal rights and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Grantee, its employees, agents and assigns, is granted the right and privilege to encroach upon a portion of the Grantor's property at 3185 Buchanan Street, Winston-Salem North Carolina ("Encroachment Area"), for the limited purpose of installing and maintaining an approximately 4' x 8' work of art ("Encroachment"). The Encroachment Area shall be mutually determined by Grantor and Grantee. Grantee's use of the Encroachment Area shall be reasonably calculated to minimize the disruption to Grantor's property and/or Grantor's use of the property. Grantee shall maintain in good condition and repair all improvements installed by Grantee within the Encroachment Area and keep the same free from any unsafe or unsightly conditions.
2. Grantor, in Grantor's sole discretion for any reason or no reason at all, may terminate the rights herein granted by the Grantor to Grantee by giving written notice of such termination to the Grantee. In such event, Grantee shall remove all improvements from the Encroachment Area and restore the Encroachment Area to a condition equal to or better than existed prior to Grantee's installation of the Encroachment, at Grantee's expense, within 120 days of Grantor's notice.
3. Nothing in this Agreement shall be deemed to include or grant any right, title, interest, claim demand in or to said property belonging to the Grantor, other than the right to maintain said Encroachment, as granted above.
4. This Agreement shall be binding upon and shall inure to the benefit of all the parties hereto and their successors in interest, grantees, assignees, assigns, heirs and all parties taking an interest in said Agreement; provided Grantee shall not assign its rights hereunder.

5. This Agreement constitutes the full and complete agreement among the Grantor and Grantee with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

6. If any section, clause, or provisions of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and signed under seal on the day and the year first above written.

GRANTOR

ATTEST:

FORSYTH COUNTY

_____(SEAL)
Signature

_____(SEAL)
Signature

Print Name/Title

Print Name/Title

GRANTEE

ATTEST:

CITY OF WINSTON-SALEM:

_____(SEAL)
Sandra Keeney, City Secretary

_____(SEAL)
Lee Garrity, City Manager

Approved as to form and legality.

This the 14th day of November, 2019

Angela Carmon, City Attorney