

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: MAY 9, 2016 AGENDA ITEM NUMBER: 13

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A RIGHT OF FIRST OPTION TO PURCHASE REAL PROPERTY LOCATED AT 16 WEST THIRD STREET IN WINSTON-SALEM, FORSYTH COUNTY, NORTH CAROLINA

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr.* DATE: May 4, 2016
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A RIGHT OF FIRST OPTION TO
PURCHASE REAL PROPERTY LOCATED AT 16 WEST THIRD STREET IN
WINSTON-SALEM, FORSYTH COUNTY, NORTH CAROLINA**

WHEREAS, Piedmont Federal Savings Bank owns real property located at 16 West Third Street in Winston-Salem, Forsyth County, North Carolina (Bank Property), which property is adjacent to the Forsyth County Hall of Justice site; and

WHEREAS, Forsyth County is planning to renovate the Hall of Justice site and could make use of the adjacent Bank Property in that project; and Forsyth County therefore desires to obtain a right of first option to purchase the Bank Property; and

WHEREAS, Piedmont Federal Savings Bank agrees to grant a right of first option to Forsyth County to purchase the said Property in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other terms of the attached Right of First Offer Agreement; and

WHEREAS, the Right of First Offer Contract will expire upon the earlier of December 31, 2016 and the sale of the Bank Property to a third party after compliance with the terms of the Right of First Offer Contract, unless extended by written agreement of the parties;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Right of First Offer Agreement with Piedmont Federal Savings Bank, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to negotiate and execute an extension of the term of the Right of First Offer Agreement, if it is deemed necessary and appropriate.

Adopted this the 9th day of May 2016.

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

RIGHT OF FIRST OFFER

This RIGHT OF FIRST OFFER (this "Agreement") is made as of the ____ day of April, 2016 by and between PIEDMONT FEDERAL SAVINGS BANK ("Owner"), having a mailing address of 201 South Stratford Road, Winston-Salem, North Carolina 27103, and FORSYTH COUNTY, NORTH CAROLINA ("Potential Purchaser"), having a mailing address of 201 North Chestnut Street, Winston-Salem, NC 27101.

W I T N E S S E T H :

WHEREAS, Owner is the owner of the building and improvements situated on real property located at 16 Third Street in Winston-Salem, Forsyth County, North Carolina, being more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Potential Purchaser desires to obtain a right of first option to purchase the Property under the terms of this Agreement; and

WHEREAS, Owner agrees to grant a right of first option to Potential Purchaser to purchase the Property under the terms of this Agreement,

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Potential Purchaser to Owner, the receipt and sufficiency of such consideration being hereby acknowledged, Owner and Potential Purchaser hereby agree as follows:

1. Right of First Offer.

(a) *Nature of Right.* If at any time Owner determines that it desires to market the Property to *bona fide* disinterested third parties or to accept an unsolicited offer from any *bona fide* disinterested third party, prior to exposing the Property to such marketing activities or accepting such unsolicited offer, Owner shall send Potential Purchaser a copy of a proposed contract (the "Right of First Offer Contract") and notify Potential Purchaser of Owner's intention to use the same to market the Property for sale. The Potential Purchaser shall have the right, within fifteen (15) days after receipt of the items described in the foregoing sentence (the "Review Period"), to accept the terms of the Right of First Offer Contract in writing, and within sixty (60) days thereafter to purchase the Property in its own name or in the name of its assignee, on the terms specified in the Right of First Offer Contract.

(b) *Sale Period.* If Potential Purchaser elects not to enter into the Right of First Offer Contract with Owner within the Review Period, then Owner may undertake marketing activities to sell the Property to a *bona fide* disinterested third party.

2. Lease Condition. The Right of First Offer Contract shall contain a provision that any sale of the Property to Potential Purchaser shall be conditioned upon Owner's ability to locate to another location in downtown Winston-Salem for a branch operation that is acceptable to Owner in its sole discretion.

3. Rights; Termination. The rights granted to Potential Purchaser pursuant to Section 1 of this Agreement may be collectively referred to herein as the "Rights." The Rights shall extinguish, terminate, and be null and void upon the earlier of (a) December 31, 2016 and (b) consummation of the sale of the Property to a *bona fide* disinterested third party after full compliance with the terms of this Agreement, provided the sale is upon terms and conditions no less favorable to a purchaser than those set forth in the Right of First Refusal Contract and for the price no less than as set forth in the Right of First Offer Contract.

4. Property. For purposes of describing the rights, title and interests to be conveyed to Potential Purchaser upon the consummation of a transaction pursuant to the Rights, "Property" shall be deemed to include any and all buildings and improvements thereon and all other appurtenances thereunto belonging or appertaining, and all right, title and interest which Owner may have in all rights-of-way, roads and streets bounding the Property.

5. Notices. Any and all notices required hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered, if delivered personally, or (b) on the following business day, if sent by overnight mail or overnight courier (signature release required) to the parties hereto at their respective addresses set forth in the introductory paragraph or to such other address(es) as the parties may designate to each other by notices sent in accordance with this Section.

6. Modification; Binding Effect. This Agreement can be modified only by a written instrument signed by the parties hereto. It is intended that all provisions hereto shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

OWNER:

PIEDMONT FEDERAL SAVINGS BANK

By: _____

Name: Richard F. Wagner, Jr.

Title: President

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of _____ County, North Carolina, certify that the following person personally appeared before me this day, and acknowledged to me that he or she signed the foregoing document: Richard F. Wagner, Jr., as President of Piedmont Federal Savings Bank.

Witness my hand and official seal, this the _____ day of _____, 2016.

My commission expires:

[AFFIX SEAL BELOW]

Notary Public

Print Name of Notary

[signatures continue on next page]

POTENTIAL PURCHASER:

FORSYTH COUNTY, NORTH CAROLINA

By: _____

Name: _____

Title: _____

ATTEST:

Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of _____ County, North Carolina, certify that the following person(s) personally appeared before me this day, and acknowledged to me that he or she signed the foregoing document: _____ (name), as _____ (title) of Forsyth County, North Carolina.

Witness my hand and official seal, this the _____ day of _____, 2016.

My commission expires:

[AFFIX SEAL BELOW]

Notary Public

Print Name of Notary

EXHIBIT A

Legal Description

All those lots or parcels of land lying in the City of Winston-Salem, Forsyth County, North Carolina being more particularly described as follows:

TRACT 1:

BEGINNING at the southeast corner of Third and Liberty Streets and running thence Southwardly with Liberty Street 80.18 feet to an alley; thence Eastwardly with the north line of said alley, 53.89 feet to the center of the wall between the building occupied by Piedmont Federal Savings and Loan Association and the building occupied by First Federal Savings and Loan Association; thence Northwardly with the center of said wall, 80.90 feet to the edge of the sidewalk on Third Street; thence Westwardly with the inside line of the sidewalk as now established 54 feet to the corner of Third and Liberty Streets, the place of BEGINNING.

Being the same property conveyed to Piedmont Federal Savings and Loan Association by deed dated June 4, 1947, recorded in Deed Book 576, Page 2, Forsyth County Registry.

TRACT 2:

In the City of Winston-Salem, North Carolina, on the south side of Third Street, between Liberty and Main Streets, and BEGINNING at the northwest corner of the building formerly known as the Wachovia Bank Building; running thence with the line of the sidewalk as now established on Third Street, North $86^{\circ} 13'$ West 53.78 feet to the center of a wall between the building hereby conveyed and Piedmont Federal Savings and Loan Association; thence following the center of said wall South $04^{\circ} 00'$ West 80.09 feet to an alley; thence with the line of said alley South $86^{\circ} 13'$ East 54.21 feet to the aforesaid Wachovia Bank Building; thence with the line of said building North $03^{\circ} 43'$ East 80.08 feet to Third Street, the place of BEGINNING, together with the full right of ingress, egress and regress over and along the alley lying to the south of said lot, and leading to Liberty Street. And being that property shown on a plat of survey prepared by Joyce Mapping Company on June 12, 1958, designated Job No. 1-249 and entitled "First Federal Savings and Loan Ass'n." Also shown on survey prepared by United Ltd. under date of January 19, 1984. For further reference see Deed Book 499 at page 181. See also Quitclaim Deed recorded in Book 499 at page 182.

Being the same property conveyed to Piedmont Federal Savings and Loan Association by deed dated January 31, 1984, recorded in Book 1427, Page 1589, Forsyth County Registry.

Together with all the right, title and interest of the Grantor in and to the alley-way lying on the south side of the above-described property and all the right, title and interest of the Grantor in

and to that tract lying between the north line of the property described above and the centerline of Third Street.

Subject to a permanent easement for the continued, uninterrupted use of the footings located within the eastern boundary line of the real estate hereinabove described for the support of the west wall of that building located to the east of the real estate hereinabove described as set out in deed recorded in Deed Book 918, page 356, Forsyth County Registry.

Further subject to Deed of Easement from Standard Savings and Loan Association to Wachovia Bank and Trust Company, N.A., as Trustee for the Winston-Salem Foundation under Agreement dated October 12, 1919, permitting the continued existence of encroachment by a decorative cornice near the top of the western side of the Old Wachovia Building, which Deed of Easement is recorded in Book 1334, page 0141, Forsyth County Registry.

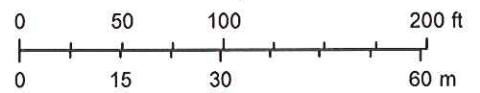
It is understood and agreed that by the acceptance of this deed of conveyance, the Grantee herein for itself, and its successors and assigns, acknowledges that the wall located along the western boundary line of the real estate herein described is in fact a common or party wall for the joint use and benefit of the owner of the real estate herein conveyed and the owner of the real estate located to the west thereof, which is presently owned by Piedmont Federal Savings and Loan Association, and that said wall, including its footings, may not be removed or replaced without the prior consent of the adjoining property owner. The common or party wall at ground level measures approximately two feet in width and extends approximately one foot into the real estate herein conveyed. The footings of the common or party wall measure approximately three feet, six inches in width and extend approximately one foot, nine inches into the real estate hereinabove described.

Piedmont Federal Properties



March 24, 2016

1:1,128



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

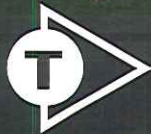




AVAILABLE
FOR SALE OR LEASE

16 West 3rd Street

WINSTON-SALEM, NC
27101



TRIAD
COMMERCIAL
PROPERTIES

For Marketing Information, Contact:

William Woltz, 336-668-9999, Ext. 132 | Email WWoltz@TriadCommercial.com

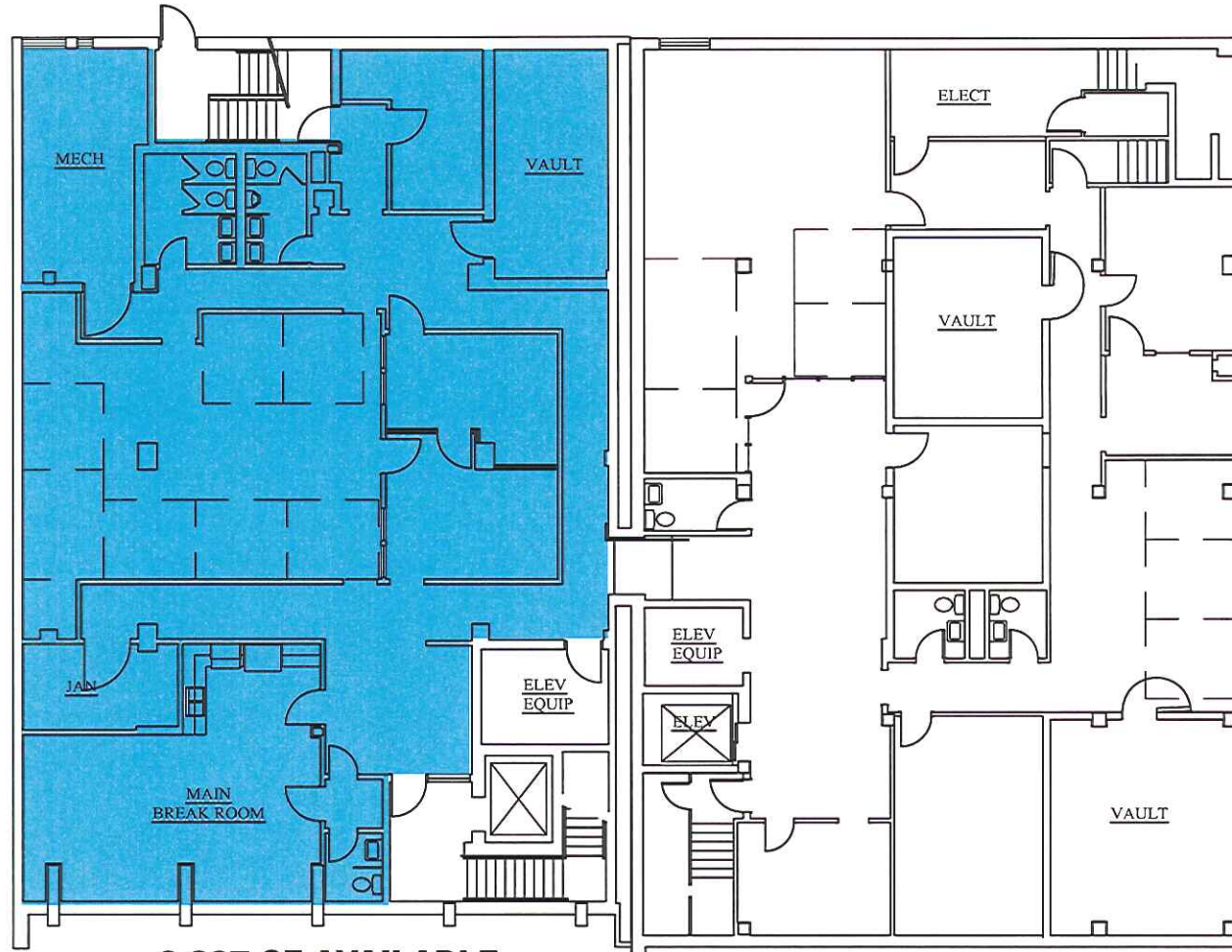
Bobby Finch, 336-668-9999, Ext. 103 | Email Bobby@TriadCommercial.com

AVAILABLE
FOR SALE OR LEASE

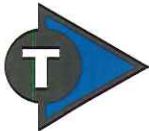
16 West 3rd Street

WINSTON-SALEM, NC
27101

FLOORPLANS – BASEMENT – AVAILABILITY IN BLUE



3,827 SF AVAILABLE



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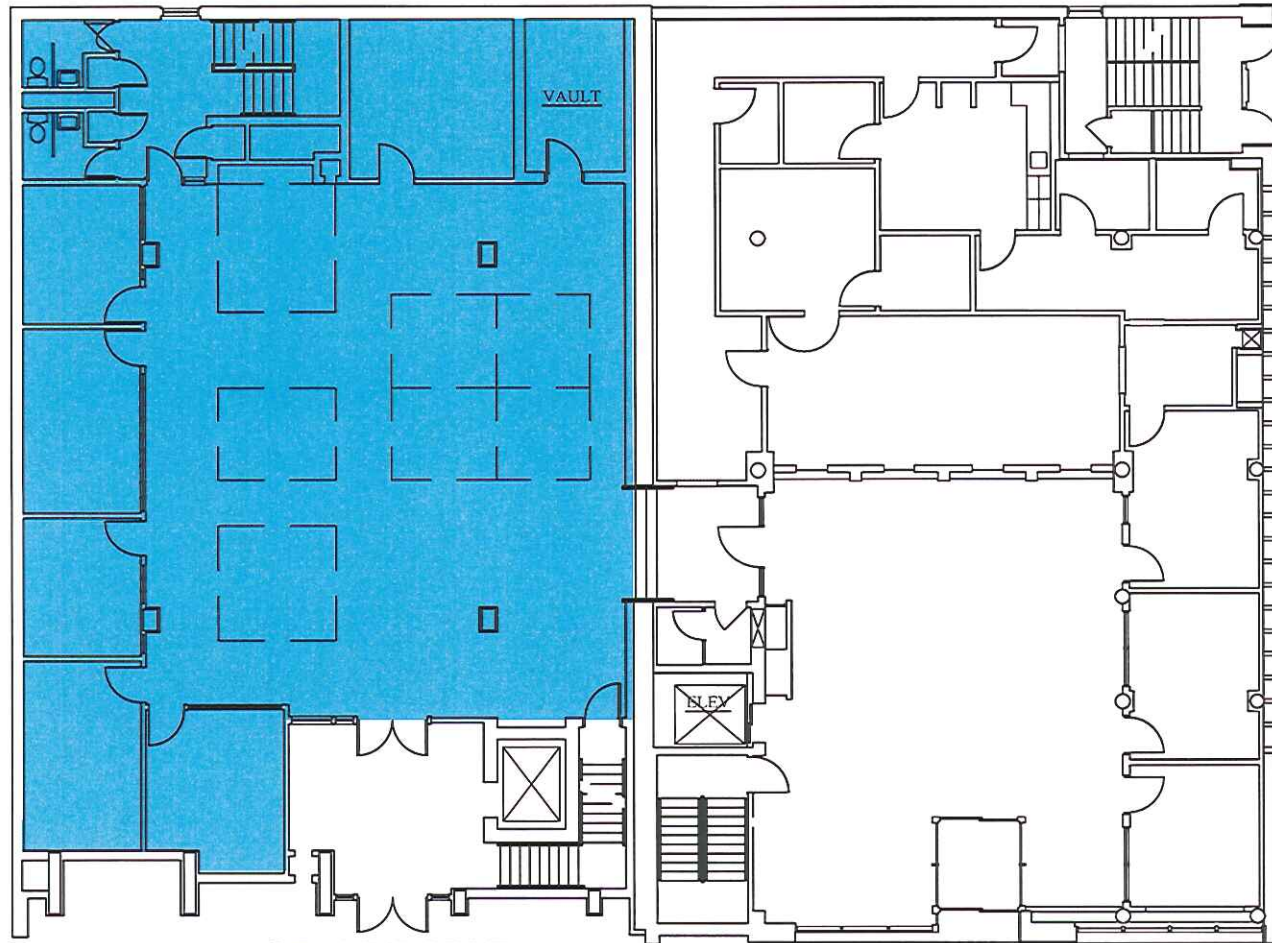
Bobby Finch, 336-668-9999, Ext. 103 | Email Bobby@TriadCommercial.com

AVAILABLE
FOR SALE OR LEASE

16 West 3rd Street

WINSTON-SALEM, NC
27101

FLOORPLANS – 1ST FLOOR – AVAILABILITY IN BLUE



3,805 SF AVAILABLE



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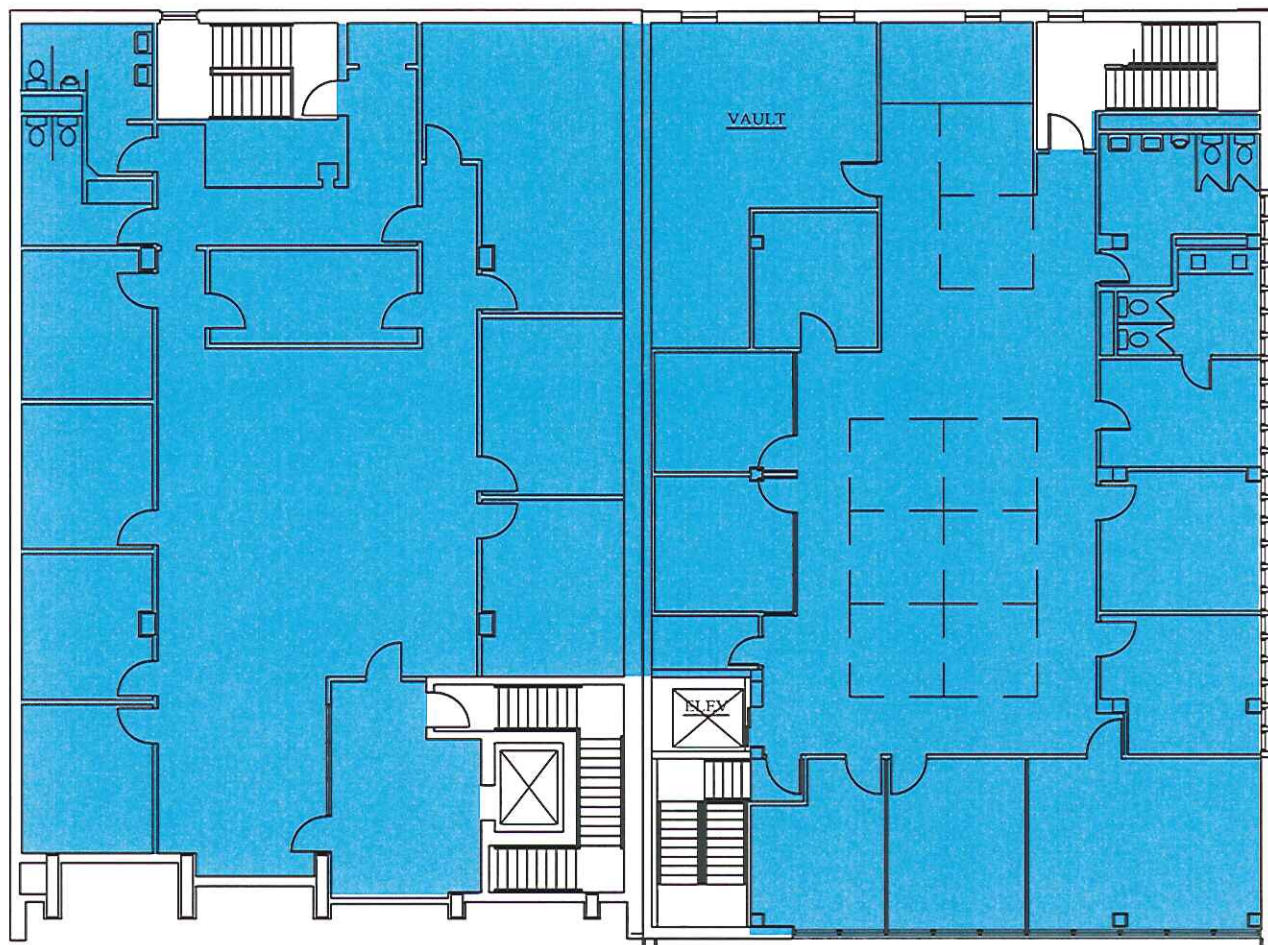
Bobby Finch, 336-668-9999, Ext. 103 | Email Bobby@TriadCommercial.com

AVAILABLE
FOR SALE OR LEASE

16 West 3rd Street

WINSTON-SALEM, NC
27101

FLOORPLANS – 2ND FLOOR – AVAILABILITY IN BLUE



7,859 SF AVAILABLE



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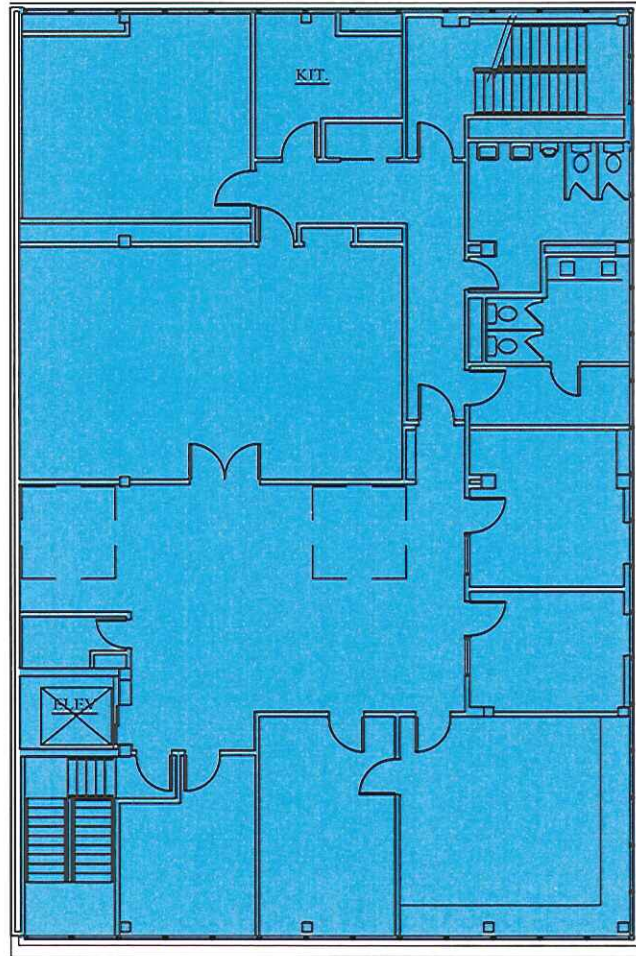
Bobby Finch, 336-668-9999, Ext. 103 | Email Bobby@TriadCommercial.com

AVAILABLE
FOR SALE OR LEASE

16 West 3rd Street

WINSTON-SALEM, NC
27101

FLOORPLANS – 3RD FLOOR – AVAILABILITY IN BLUE



4,142 SF AVAILABLE



TRIAD
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PROPERTIES

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Bobby Finch, 336-668-9999, Ext. 103 | Email Bobby@TriadCommercial.com