

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 8, 2014 AGENDA ITEM NUMBER: 11-A&B

SUBJECT: A. RESOLUTION RATIFYING AND APPROVING THE ACQUISITION BY THE CITY OF KING OF A WATER LINE EASEMENT LOCATED IN FORSYTH COUNTY IN ACCORDANCE WITH THE PROVISIONS OF N.C.G.S. 153A-15

B. RESOLUTION APPROVING THE ACQUISITION BY THE CITY OF KING OF A WATER LINE EASEMENT LOCATED IN FORSYTH COUNTY BY PURCHASE IN ACCORDANCE WITH THE PROVISIONS OF N.C.G.S. 153A-15

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

### SUMMARY OF INFORMATION:

See attached

ATTACHMENTS:  YES  NO

SIGNATURE:  DATE: September 3, 2014

COUNTY MANAGER

**RESOLUTION RATIFYING AND APPROVING THE ACQUISITION BY THE CITY OF KING OF A WATER LINE EASEMENT LOCATED IN FORSYTH COUNTY IN ACCORDANCE WITH THE PROVISIONS OF N.C.G.S. 153A-15**

**WHEREAS**, N.C.G.S. 153A-15 provides that before any city “located wholly or primarily outside another county acquires any real property located in the other county by exchange, purchase or lease, it must have the approval of the county board of commissioners of the county where the land is located”; and

**WHEREAS**, R. J. Reynolds Tobacco Company conveyed a water line easement located in Forsyth County by gift to the City of King which was recorded by the Forsyth County Register of Deeds in Book 3165, Pages 2363 through 2368 on February 5, 2014; and

**WHEREAS**, the City of King requests that the Forsyth County Board of Commissioners approve the acquisition of the real property interest in Forsyth County pursuant to the provisions of N.C.G.S. 153A-15;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby ratifies and approves the acquisition by the City of King of a water line easement located in Forsyth County which was conveyed by R. J. Reynolds Tobacco Company by gift and recorded by the Forsyth County Register of Deeds in Book 3165 on Pages 2363 through 2368.

Adopted this 8<sup>th</sup> day of September 2014.

**RESOLUTION APPROVING THE ACQUISITION BY THE CITY OF KING OF A  
WATER LINE EASEMENT LOCATED IN FORSYTH COUNTY BY PURCHASE  
IN ACCORDANCE WITH THE PROVISIONS OF N.C.G.S. 153A-15**

**WHEREAS**, the City of King is negotiating with Beechnut Properties, LLC for the purchase of a water line easement across real property located in Forsyth County as more specifically described in the attached letters from the attorney for the City, which are incorporated herein by reference; and

**WHEREAS**, N.C.G.S. 153A-15 provides that before any city “located wholly or primarily outside another county acquires any real property located in the other county by exchange, purchase or lease, it must have the approval of the county board of commissioners of the county where the land is located” and

**WHEREAS**, the City of King requests that the Forsyth County Board of Commissioners approve the proposed acquisition of a water line easement across property located in Forsyth County, by purchase pursuant to the provisions of N.C.G.S. 153A-15 in order to address health and safety concerns of the City in providing adequate water to its citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby approves the acquisition by the City of King of a water line easement located in Forsyth County by purchase, pursuant to the provisions of N.C.G.S. 153A-15 for the purpose of addressing health and safety concerns of the City in providing adequate water to its citizens, as further described in the attached correspondence from the attorney for the City of King.

Adopted this 8<sup>th</sup> day of September 2014.

AUG 20 2014

FORSYTH COUNTY  
ATTORNEY'S OFFICE

**EDWIN M. WOLTZ**  
ATTORNEY at LAW, PLLC  
119 Rawley Avenue  
Mount Airy, North Carolina 27030  
Phone: 336-786-5556  
Fax: 336-789-0651  
[woltz@woltzlaw.us](mailto:woltz@woltzlaw.us)

August 19, 2014

Ms. Davida Martin  
Forsyth County Attorney  
201 North Chestnut Street  
Winston-Salem, NC 27101

Via email [martindw@forsyth.cc](mailto:martindw@forsyth.cc)

RE: City of King: Consent to Acquisition of Easements in Forsyth County

Dear Ms. Martin:

I am the Interim City Attorney for the City of King (hereafter "City"). The purpose of this letter is to request that the Forsyth County Commissioners approve City's acquisition of a water line easement from the terminus of Wall Road in Forsyth County to City's water treatment plant located at 6949 Donnaha Road, Tobaccoville, NC 27050.

Thank you for your time on August 12<sup>th</sup> and participation in a conference call with the Forsyth County Manager, the City Manager and the City Engineer. The City Manager and I will plan to appear on August 28<sup>th</sup> at 2:00 PM for the Forsyth County Board's briefing session.

As we discussed, RJ Reynolds conveyed a Grant of Easement by gift to the City for its water line extension. A copy of the recorded Easement is enclosed. Pursuant to N.C. G.S. 153A-15, we would appreciate the Forsyth County Board of Commissioners consenting to the City's acquisition of that real property interest in Forsyth County.

As discussed, we are also in need of an easement over property owned by Beechnut Properties, LLC which will require consent of the Forsyth County Commissioners. Consent may come in the form of a resolution or simply by reference to a voice vote at an official meeting as reflected in official minutes.

**This correspondence and any attachments are privileged and confidential attorney-client material and/or attorney-client work product exclusively for intended recipients.**

The City seeks a permanent easement in Forsyth County over .466 acres (20,302 sq feet) and a temporary construction easement over an additional 4.68 acres (20,405 sq feet) as reflected on the plat previously furnished to you. The property over which the easements run is owned by Beechnut Properties, LLC and includes portions of Forsyth County tax parcels 5980-13-0908 (deed book 2342, page 5496, Forsyth County Registry) and parcel 5970-91-4969 (deed book 2470, page 3977, Forsyth County Registry).

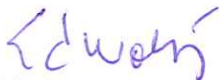
While we hope to come to terms with Beechnut Properties, LLC through negotiation, the costly proposed changes coupled with health and safety concerns of City providing adequate water to its citizens, may justify utilizing eminent domain to obtain the secured.

A summary of the timeline for City's project to renovate its water treatment plant and to install a dedicated main from the plant located in Forsyth County to the City of King is enclosed for your reference. As discussed, the project is currently under construction and City is unable to draw down loan funds until the Beechnut easement has been obtained.

I look forward to seeing you on August 28<sup>th</sup> at 2:00 PM. If you need additional information, please feel free to contact me.

With best regards, I remain

Sincerely yours,



Edwin M. Woltz  
Attorney at Law

Cc: Homer Dearmin, King City Manager

# Memo

**To:** dmh  
**From:** Edwin M. Woltz  
**CC:** City of King  
**Date:** August 18, 2014  
**Re:** Memo To Record

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RE: Beechnut Properties, LLC

**From:** Scott Barrow [mailto:sbarrow@ci.king.nc.us]  
**Sent:** Monday, August 18, 2014 4:22 PM  
**To:** Ed Woltz  
**Subject:** RE: timeline

2008: Initial discussions

December 2009 – Thought deal was final.

2010: Engineering finalized in 2010 and permits applications all submitted in 2010.

May 2013: Placed for bid, Notice To Proceed late 2013. Construction started in late 2013

2014: The City learned a different route was suggested by a consultant hired by Baker.

NOTE: Costs born to date by City that are to be reimbursed once the easement is obtained is \$4,000,000



2014004295 00063

FORSYTH CO, NC FEE \$26.00

PRESENTED & RECORDED:

02-05-2014 12:16:14 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: S. GRIFFITH

DPTY

BK: RE 3165

PG: 2363-2368

NORTH CAROLINA )

FORSYTH COUNTY )

*City of King  
PO Box 1132*

**ENVELOPE**

THIS GRANT OF EASEMENT, made this 4th day of October,  
2013, by R J Reynolds Tobacco Company

of

Forsyth County, North Carolina, parties of the first part, hereinafter called the Grantors, to the CITY OF KING, a municipal corporation of Stokes and Forsyth County, North Carolina, party of the second part, hereinafter called the Grantee;

WITNESSETH:

That the Grantors, in consideration of One Dollar (\$ 1.00) and other valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the Grantee, its successors and assigns, an easement or right-of-way across the property of the Grantors for the construction, operation, repair, maintenance, replacement and/or removal by the Grantee, its agents, successors or assigns, of a booster station, water meter vault, water lines and appurtenances, said property of the Grantors being situated in Old Richmond Township, Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

Being all of that certain 0.347 acre parcel of land, which is bounded by natural boundaries and/or lands, as follows: on the northwest by the right-of way of South Main Street / Doral Drive (See Deed Book 2864 Page 666 of the Forsyth County Registry); on the southwest, southeast and northeast by R J Reynolds Tobacco Company (see Deed Book 1323 Page 1701 of said Registry, see also PIN 5991-71-7979.00); said parcel being particularly described by courses and distances according to a survey and map prepared by Eric L. Craver, PLS, dated April 9, 2013, to which reference is hereby made, as follows:

Beginning at a point in the easterly right-of-way of said South Main Street / Doral Drive, said point being in the cusp of a curve concave northwesterly and having a radius of 6365.60 feet, said point also being as the long chord bears South 33 deg. 22 min. 05 sec. West a distance of 240.25 feet along said curve from a concrete monument, a northwesterly corner of said R J Reynolds Tobacco Company.; thence on new lines crossing the lands of said R J Reynolds Tobacco Company. the following five (5) calls: (1) thence South 55 deg. 37 min. 35 sec. East a distance of 35.00 feet to a point; (2) thence South 34 deg. 22 min. 25 sec. West a distance of 41.00 feet to a point; (3) thence South 55 deg. 37 min. 35 sec. East a distance of 146.82 feet to a 5/8" rebar iron set; (4) thence South 34 deg. 21 min. 20 sec. West a distance of 74.94 feet to another 5/8" rebar iron set; and (5) thence North 55 deg. 38 min. 40 sec. West a distance of 182.86 feet to another 5/8" rebar iron set, in the easterly right-of-way of said South Main Street / Doral Drive; thence with the said right-of-way line along said curve the following two (2) calls: (1) the long chord bears North 35 deg. 09 min. 21 sec. East a distance of 75.01 feet to another 5/8" rebar iron set; and (2) the long chord bears North 34 deg. 38 min. 02 sec. East a distance of 41.00 feet to the true point of beginning.

TO HAVE AND TO HOLD the aforesaid easement or right-of-way 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 nonexclusive ingress and egress over and across said easements 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, operation, repair, maintenance, replacement and/or removal of said booster station and water lines.

The Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements or rights-of-way hereby granted; that the same are free from monetary encumbrances; and that they will warrant and defend said title to said easements or rights-of-way against the claims of all persons whatsoever, lawfully claiming by, through or under Grantors except as set forth below. The easements are conveyed subject to all easements, restrictions and rights-of-way of record.

The Grantors agree that the consideration hereinabove recited includes payment for any and all damage of whatsoever nature done or to be done to any structure or to trees, crops or other vegetation within the boundaries of said easements or rights-of-way in connection with the survey for and/or construction of said booster station and water lines; and the Grantors agree, for themselves, their heirs and assigns, that they shall neither have nor make any claim for further damages by reason thereof. The Grantee agrees to repair any fences or other improvements and landscaping damaged in connection with the construction of the booster station and water lines.

The Grantors, their heirs 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. By way of example, the Grantors may cultivate the soil within the boundaries of said easement, provided such cultivation shall not interfere with the construction, repair, maintenance, replacement, or removal of said booster station and water lines. In further limitation of the right of the Grantors to use the property within the boundaries of said easements, it is agreed that Grantor and their heirs and assigns shall not, within the boundaries of said easement, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to be ponded, or (4) place any fill thereon without the Grantee's prior written permission.

After said booster station and water lines have been constructed, the Grantee will pay the Grantors, their heirs or assigns, for any damage to their growing crops or other improvements and landscaping, within or without the boundaries of the said right-of-way, that may from time to time be caused by leaks in said water lines or by the repair, maintenance or replacement of said water lines by the Grantee, its agents or employees; provided, however, that the mere existence of said water lines and any effects that its presence and ordinary operation may have upon the soil and/or crops within the boundaries of said easement or right-of-way or upon the property of the Grantors outside the boundaries of the easement or right-of-way, or any replacement of the line may have upon the soil, shall not entitle the Grantors to any damages. Further, the Grantors shall not be entitled to any damages for trees hereafter cut by Grantee, its agents or employees, within the boundaries of said easement or right-of-way. Compensation for all the above is included in the consideration hereinbefore recited.

Said booster station and water lines shall at all times be deemed personalty; it shall not become a part of the realty through or across which it passes.

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 WITNESS WHEREOF, the foregoing instrument was executed and delivered by a duly authorized officer of Grantor, this the day and year set forth below.

RAI Services  
on behalf of RJRT

R. J. REYNOLDS TOBACCO COMPANY,  
a North Carolina corporation

pursuant to Services Agreement  
Date: 1/21/14  
[Signature]

By: GREGORY H. COLNER  
Name: Greg Colner  
Title: Sr. Director - Supply Finance  
Date: 1-21-14, 2014

STATE OF NORTH CAROLINA )  
COUNTY OF Forsyth )



SS:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Sr. Director - RAIS

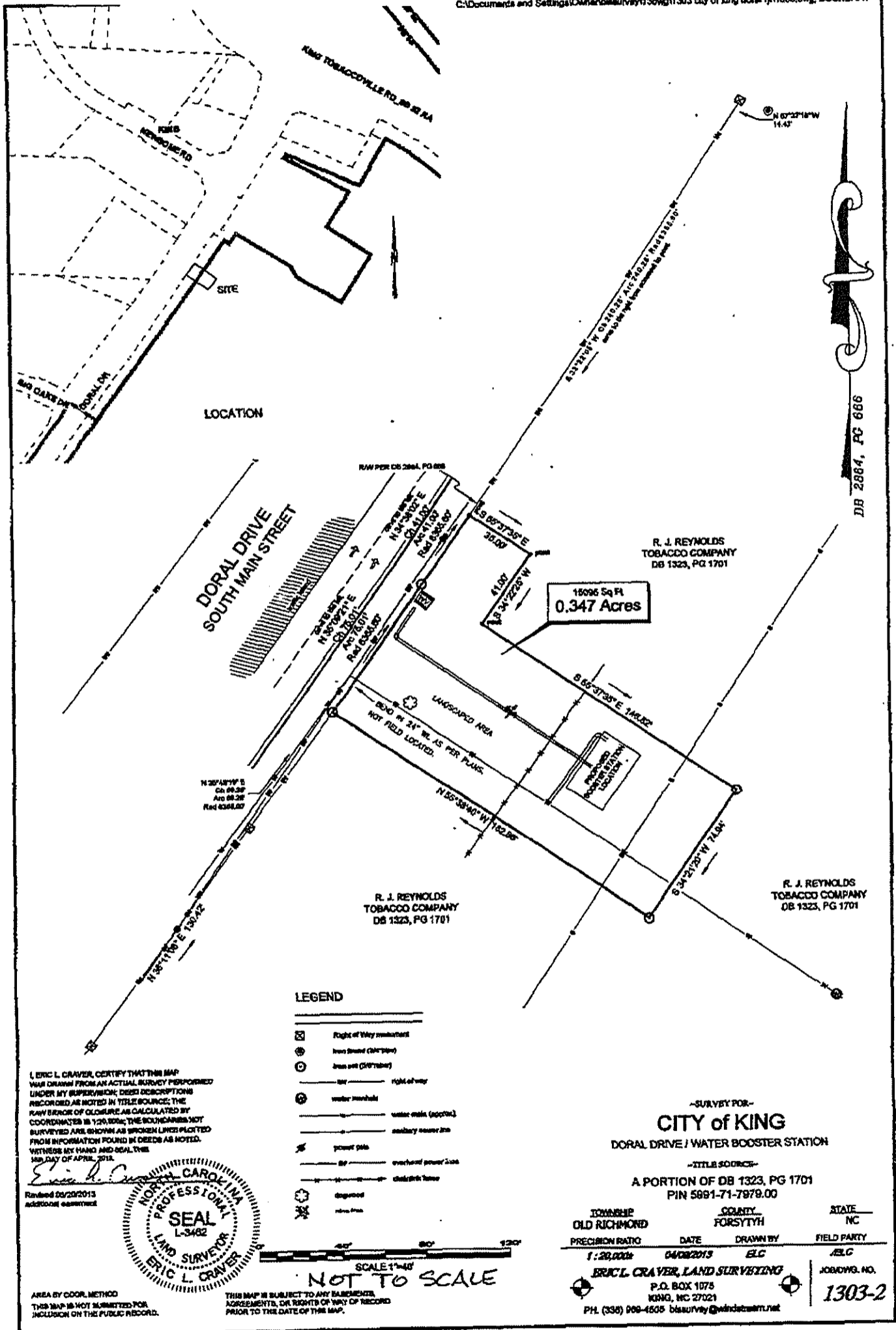
Date: 1/21/14

[Signature]  
Printed Name: Karen J. Williams, Notary Public

My commission expires: 4/1/17

THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE  
WITH ANY APPLICABLE LAND DEVELOPMENT  
REGULATIONS.

C:\Documents and Settings\Owner\bls\survey\1303\city of king doral rj1303.dwg, BOUNDARY



ERIC L. CRAVER, CERTIFY THAT THIS MAP  
WAS DRAWN FROM AN ACTUAL SURVEY PERFORMED  
UNDER MY SUPERVISION; DEED DESCRIPTIONS  
RECORDED AS NOTED IN TITLE SOURCE; THE  
RAW BRACK OF CLOSURE AS CALCULATED BY  
COORDINATES IS 1.20, 0.00; THE BOUNDARIES NOT  
SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED  
FROM INFORMATION FOUND IN DEEDS AS NOTED.  
WITNESS MY HAND AND SEAL THIS  
19th DAY OF APRIL, 2013.

Revised 02/20/2013  
additional easement



-SURVEY FOR-  
**CITY of KING**  
DORAL DRIVE WATER BOOSTER STATION  
-TITLE SOURCE-  
A PORTION OF DB 1323, PG 1701  
PIN 5991-71-7979.00

TOWNSHIP OLD RICHMOND	COUNTY FORSYTH	STATE NC
PRECISION RATIO 1:20,000	DATE 04/08/2013	DRAWN BY ELC
ERIC L. CRAVER, LAND SURVEYING P.O. BOX 1075 KING, NC 27021 PH. (336) 908-4605 bls\survey@windstream.net		FIELD PARTY JELC 1303-2

AREA BY COOR. METHOD  
THIS MAP IS NOT SUBMITTED FOR  
INCLUSION ON THE PUBLIC RECORD.

THIS MAP IS SUBJECT TO ANY EASEMENTS,  
AGREEMENTS, OR RIGHTS OF WAY OF RECORD  
PRIOR TO THE DATE OF THIS MAP.

**EDWIN M. WOLTZ**  
ATTORNEY at LAW, PLLC  
119 Rawley Avenue  
Mount Airy, North Carolina 27030  
Phone: 336-786-5556  
Fax: 336-789-0651  
[woltz@woltzlaw.us](mailto:woltz@woltzlaw.us)

**RECEIVED**  
**AUG 01 2014**  
**FORSYTH COUNTY**  
**ATTORNEY'S OFFICE**

July 29, 2014

Ms. Davida Martin  
Forsyth County Attorney  
201 North Chestnut St.  
Winston-Salem, NC 27101

**By mail and email**

Re: City of King: Consent to Acquisition of Easements in Forsyth County

Dear Ms. Martin:

Thank you for returning my call last Tuesday afternoon.

As we discussed, I am the Interim City Attorney for the City of King (hereafter "City"). The purpose of this letter is to request that the Forsyth County Board of Commissioners approve a proposed condemnation of a waterline easement from the terminus of Wall Road in Forsyth County to the City's Water Treatment plant located at 6949 Donaha Road, Tobaccoville, NC 27050.

NCGS 153A-15 requires that the City obtain the Forsyth County Commissioners' approval for acquisitions that occur across county lines. This statute applies to the acquisition of real property as well as to the acquisition of an easement.

Beginning in 2008, City negotiated with Beechnut Properties, LLC and its principal, Bud Baker, for the required easement. A verbal agreement as to location and compensation was agreed upon early on in the process. The basis of the agreement was to minimize the disturbance to the referenced property. Based upon that agreement, the City went ahead with survey, design and engineering work. The project went to bid, was awarded and is now under construction.

Subsequently Mr. Baker engaged a consultant who suggested a modified route for the water line. The costs associated with the proposed change in location are huge, and include over \$100,000 in pipe alone. The City Council authorized staff to move forward with determining costs associated with condemnation of the easement, and on June 27, 2014, City authorized an appraisal of the easement to determine fair market value for purposes of eminent domain. The results of the appraisal are expected in August.

This correspondence and any attachments are privileged and confidential attorney-client material and/or attorney-client work product exclusively for intended recipients.

While we would prefer to come to terms with Mr. Baker and Beechnut Properties, LLC through negotiation, the costly proposed changes, coupled with health and safety concerns of City providing adequate water to its citizens, justify utilizing eminent domain to obtain the easement.

The Forsyth County tax parcels over which City seeks its easement are:

5980-13-0908 (Deed Book 2342 Page 5496) City proposes crossing this tract for a total distance of 134.05 feet.

5970-91-4969 (Deed Book 2470 Page 3977) City proposes crossing this tract for a total distance of 879.93 feet.

City seeks a permanent easement over .466 acres (20,302 sq. ft.) and a temporary construction easement over an additional .468 acres (20,405 sq. ft.) as reflected on the attached plat.

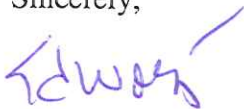
A letter from the City Engineer is also attached providing additional background on negotiations and the urgency of proceeding, post haste, with obtaining the easement. Of course, Beechnut Properties, LLC will receive fair market value for the easement and the location which City seeks will minimize disturbance to the property.

As construction of the utility improvement is already under way, I would appreciate your working with the Forsyth County Manager to place this matter of the agenda for the next meeting of the Forsyth County Board of Commissioners. I will be happy to attend the meeting to answer questions that the Board may have. In order to comply with NCGS 153A-15, the Board's consent may be reflected in the minutes of its meeting or by resolution.

Thank you for working with us on this matter.

With best regards, I remain

Sincerely,



Edwin M. Woltz

cc: Homer Dearmin, King City Manager  
J. Dudley Watts, Forsyth County Manager  
201 N. Chestnut St.  
Winston-Salem, NC 27101

**MINUTES  
King City Council  
Called Meeting  
June 27, 2014**

The King City Council met in called session on Friday, June 27, 2014, at 9:30 a.m. for the purpose of consideration of obtaining utility easements for the City of King Water Plant. Present were: Councilman Charles Allen, Mayor Pro Tempore Dillard Burnette, Councilman Brian Carico, Councilman Wesley Carter, City Manager Homer Dearmin, City Clerk Tammy Hatley, and City Engineer Scott Barrow. Mayor Warren was absent.

**EXCUSE ABSENCE OF MAYOR**

Councilman Allen moved to excuse the absence of Mayor Jack Warren. Councilman Carico seconded the motion which carried by a unanimous vote of 4-0.

**SEAT MAYOR PRO TEMPORE TO PRESIDE OVER MEETING**

Councilman Allen moved to seat Mayor Pro Tempore Burnette in the absence of Mayor Warren. Councilman Carter seconded the motion which carried by a unanimous vote of 4-0. Mayor Pro Tempore Burnette was seated and turned the floor over to City Engineer Barrow.

**CONSIDERATION OF OBTAINING UTILITY EASEMENTS FOR THE CITY OF KING WATER PLANT**

Engineer Barrow gave the Council a chronological review of the easement process and steps previously taken to obtain a property easement for the new dedicated water main from Mr. Bud Baker.

Action

Councilman Carter moved to authorize staff to look into the costs of securing the needed easement for the dedicated main per the approved plans, and to explore the costs of condemnation if a consensual arrangement cannot be reached with the land owner, and report these findings back to the Council. Councilman Allen seconded the motion which carried by a unanimous vote of 4-0.

**ADJOURNMENT**

Councilman Allen moved to adjourn the meeting. Councilman Carico seconded the motion which carried by a unanimous vote of 4-0. The meeting stood adjourned at 9:51 a.m.

Approved by:

Attest:

\_\_\_\_\_  
Jack Warren  
Mayor

\_\_\_\_\_  
Tamara H. Hatley, MMC, NCCMC  
City Clerk

# CITY OF KING

Jack Warren, Mayor  
Homer T. Dearmin, City Manager  
T. Scott Barrow, City Engineer

P.O. Drawer 1132  
King, NC 27021-1132

229 S. Main Street  
Telephone (336) 944-6888  
Fax (336) 422-7176

July 24, 2014

Edwin M. Woltz  
Interim City Attorney  
119 Rawley Avenue  
Mt. Airy, N.C. 27030

Re.: Dedicated water main project in King, NC

Dear Mr. Woltz:

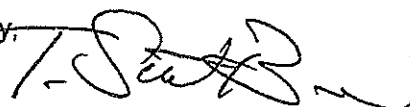
The purpose of this letter is to describe the urgency of getting the Beechnut Properties, LLC easement from Bud Baker for this project. This project began in 2008. After our third revision of the location of this water line, we had met Mr. Baker approval by minimizing the disturbance of his property. We accomplished this by designing the water line at almost the shortest distance from the terminus of Wall Road to our Water Treatment Plant property. We prepared an easement and continued to pursue funding for this project. The easement was not executed at that time due to making certain that the project would come to fruition. Funding occurred, permits were obtained, bidding took place and the contract was awarded.

Contact with Mr. Baker began again and easements were sent to him and Mr. Pitt (our city attorney). The last offer made to Mr. Baker in exchange for the easement was for two future water service connections. While in the hands of our city attorney a counter offer of three connections was received, which was agreed to in an effort to expedite the execution of the easement. Mr. Baker then hired a consultant, which resulted in another proposed location. This new proposed location was close to our very first location and we agreed to look into this change. Quickly, we could determine that this change was cost prohibitive based on the following changes to the approved plans: 1) an additional 1700 LF of 16" DIP (Installation costs could be significantly higher than bid price due to severity of the slope); 2) additional pipe fittings and restraints; 3) possible replacement of the new high service pumps due to increased head caused by additional pipe length and fittings; 4) additional rock excavation due to visible outcrops of rock; 5) additional pipe anchors and associated straps; 6) possible permitting for two additional creek crossings; 7) possible additional cost to cross creeks; 8) additional erosion control measures; 9) additional clearing; 10) additional surveying costs; 11) engineering costs to incorporate revisions into plans and redistribute and the change order itself; 12) possible delays for permitting, surveying, material ordering, redesign and revisions. This list is not comprehensive nor completely estimated for costs, but the first factor alone is estimated at more than \$100,000.

Construction is underway and we are worried that we are approaching a time when the contractor may declare a change order for us delaying their progress. Per City Council directive on June 27, 2014, we have ordered an appraisal of the easement, which should be complete by mid-August. Simultaneously, we are continuing discussions with the consultant who is working with Mr. Baker, and we are hopeful that a consensual arrangement may be reached, however, we have gotten no indication either way as yet.

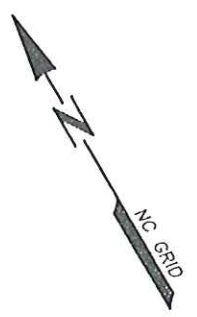
Another issue to note is the DWSRF (Drinking Water State Revolving Fund) loan that we received requires a form Part B to be completed. This form cannot be completed until all easements are obtained. This Part B is also the mechanism that triggers the funding. We cannot draw off of the loan until the state has a completed Part B. If I may be of further assistance, please don't hesitate to contact me.

Sincerely,



T. Scott Barrow, PE, PLS, City Engineer

Mayor ProTempore Dillard Burnette; Charles Allen; Wesley Carter; Brian Carico



BEECHNUT PROPERTIES, LLC  
 BLOCK LOT 4733 006A  
 DEED BOOK 2342 - 5496

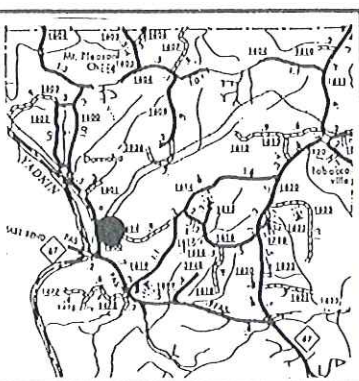
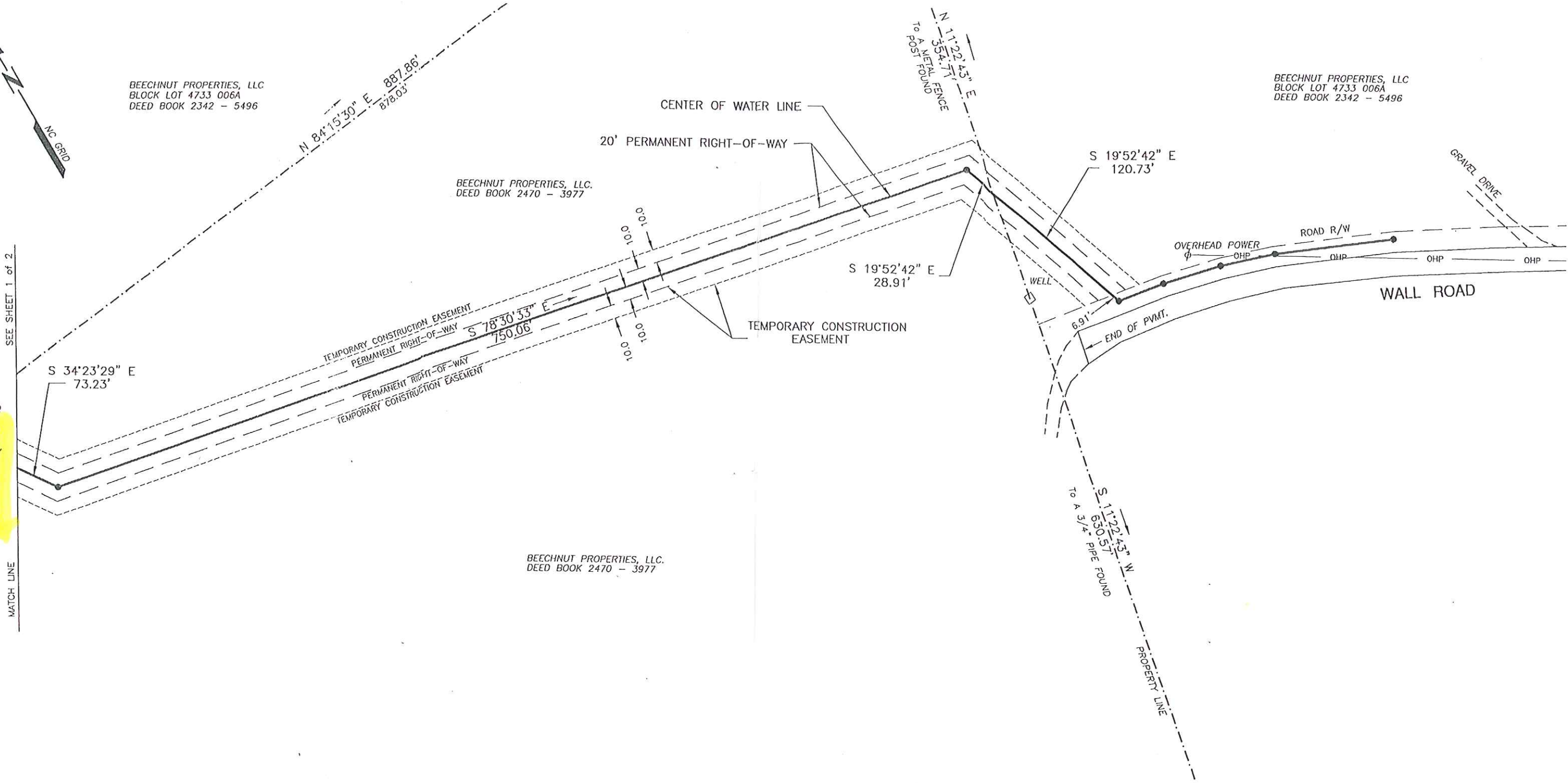
BEECHNUT PROPERTIES, LLC  
 BLOCK LOT 4733 006A  
 DEED BOOK 2342 - 5496

BEECHNUT PROPERTIES, LLC.  
 DEED BOOK 2470 - 3977

BEECHNUT PROPERTIES, LLC.  
 DEED BOOK 2470 - 3977

SEE SHEET 1 of 2  
MATCH LINE

CORRECTION



LOCATION MAP  
NOT TO SCALE

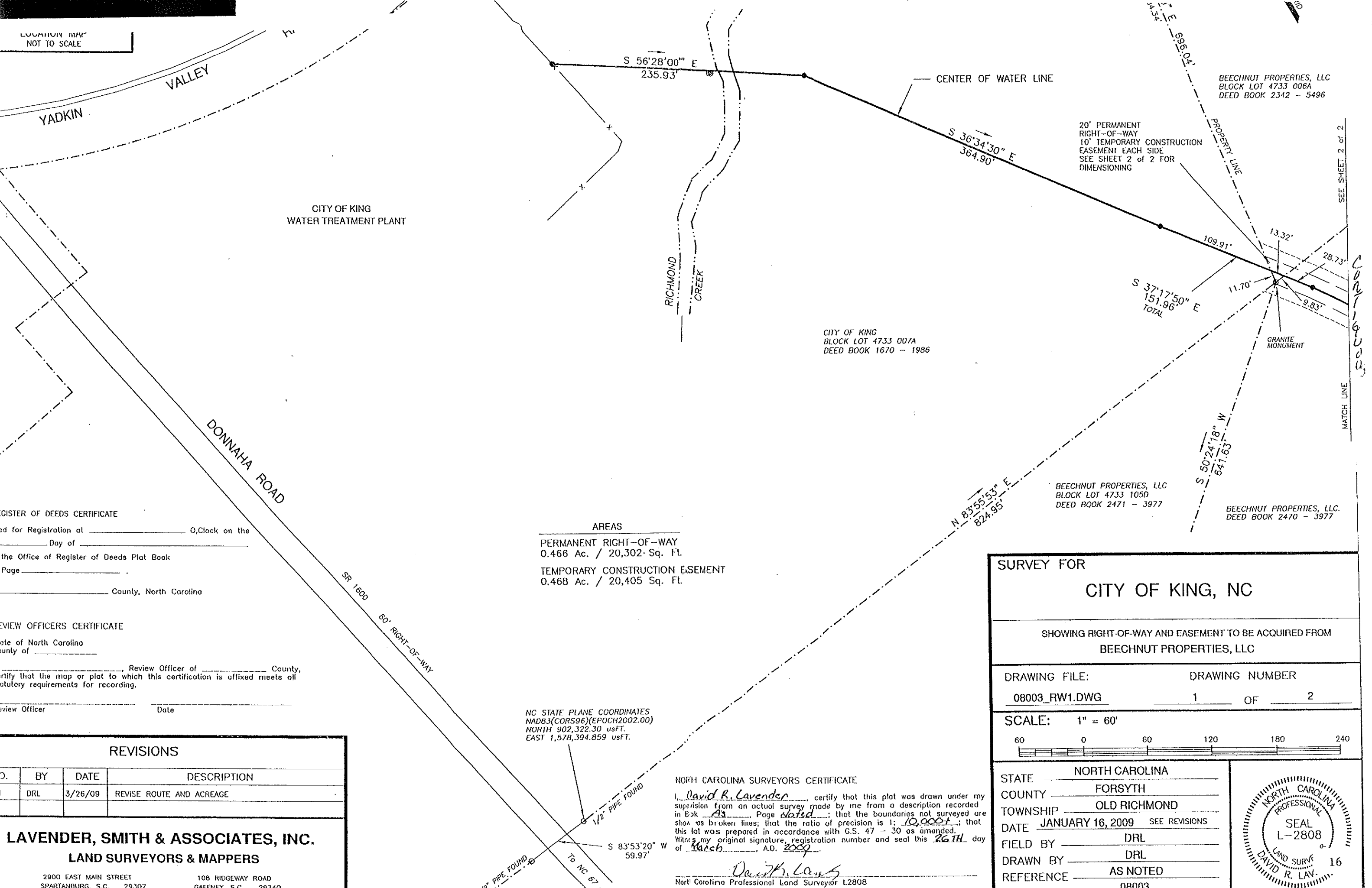
REVISIONS

REGISTER OF DEEDS CERTIFICATE  
 Filed for Registration at \_\_\_\_\_ O'Clock on the  
 \_\_\_\_\_ Day of \_\_\_\_\_  
 in the Office of Register of Deeds Plat Book  
 at Page \_\_\_\_\_  
 \_\_\_\_\_ County, North Carolina

REVIEW OFFICERS CERTIFICATE  
 State of North Carolina  
 County of \_\_\_\_\_  
 I, \_\_\_\_\_, Review Officer of \_\_\_\_\_ County,  
 certify that the map or plat to which this certification is affixed meets all  
 statutory requirements for recording.  
 Review Officer \_\_\_\_\_ Date \_\_\_\_\_

SURVEY FOR	
CITY OF KING, NC	
SHOWING RIGHT-OF-WAY AND EASEMENT TO BE ACQUIRED FROM BEECHNUT PROPERTIES, LLC	
DRAWING FILE:	DRAWING NUMBER
08003_RW2.DWG	2 OF 2
SCALE: 1" = 60'	15

LOCATION MAP  
NOT TO SCALE



CITY OF KING  
WATER TREATMENT PLANT

CITY OF KING  
BLOCK LOT 4733 007A  
DEED BOOK 1670 - 1986

BEECHNUT PROPERTIES, LLC  
BLOCK LOT 4733 105D  
DEED BOOK 2471 - 3977

BEECHNUT PROPERTIES, LLC.  
DEED BOOK 2470 - 3977

AREAS

PERMANENT RIGHT-OF-WAY  
0.466 Ac. / 20,302 Sq. Ft.  
TEMPORARY CONSTRUCTION EASEMENT  
0.468 Ac. / 20,405 Sq. Ft.

NC STATE PLANE COORDINATES  
NAD83(CORS96)(EPOCH2002.00)  
NORTH 902,322.30 usFT.  
EAST 1,578,394.859 usFT.

NORTH CAROLINA SURVEYORS CERTIFICATE

I, David R. Lavender, certify that this plot was drawn under my supervision from an actual survey made by me from a description recorded in Book As, Page dated; that the boundaries not surveyed are shown as broken lines; that the ratio of precision is 1: 10,000; that this plot was prepared in accordance with G.S. 47 - 30 as amended. Witness my original signature, registration number and seal this 26th day of March, A.D. 2009.

David R. Lavender  
North Carolina Professional Land Surveyor L2808

REGISTER OF DEEDS CERTIFICATE  
Recorded for Registration at \_\_\_\_\_ O'Clock on the \_\_\_\_\_ Day of \_\_\_\_\_  
at the Office of Register of Deeds Plat Book \_\_\_\_\_ Page \_\_\_\_\_  
\_\_\_\_\_ County, North Carolina

REVIEW OFFICERS CERTIFICATE  
I, \_\_\_\_\_ Review Officer of \_\_\_\_\_ County, North Carolina, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Review Officer \_\_\_\_\_ Date \_\_\_\_\_

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	DRL	3/26/09	REVISE ROUTE AND ACREAGE

**LAVENDER, SMITH & ASSOCIATES, INC.**  
LAND SURVEYORS & MAPPERS

2900 EAST MAIN STREET SPARTANBURG, S.C. 29307  
108 RIDGEWAY ROAD GAFFNEY, S.C. 29340

SURVEY FOR	
CITY OF KING, NC	
SHOWING RIGHT-OF-WAY AND EASEMENT TO BE ACQUIRED FROM BEECHNUT PROPERTIES, LLC	
DRAWING FILE:	DRAWING NUMBER
08003_RW1.DWG	1 OF 2
SCALE: 1" = 60'	
STATE	NORTH CAROLINA
COUNTY	FORSYTH
TOWNSHIP	OLD RICHMOND
DATE	JANUARY 16, 2009 SEE REVISIONS
FIELD BY	DRL
DRAWN BY	DRL
REFERENCE	AS NOTED
FILE	08003

