

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: MAY 7, 2020

AGENDA ITEM NUMBER: _____

9

SUBJECT: RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF A TEMPORARY LICENSE AGREEMENT TO BRIAN G. PILCHER, TRUSTEE OF THE JERRY G. PILCHER LIVING TRUST, TO ACCESS REAL PROPERTY LOCATED AT C.G. HILL MEMORIAL PARK IN PFAFFTOWN, N.C. (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

This item authorizes the grant and execution of a temporary license agreement allowing Brian G. Pilcher, Trustee of the Jerry G. Pilcher Living Trust, access to real property at C.G. Hill Memorial Park for the purpose of transporting harvested timber from the Pilcher's nearby property, which is landlocked. The Pilcher's timber would be transported across a portion of C.G. Hill Memorial Park to Balsom Road, occurring concurrently with the County's Woodland Stewardship efforts at C.G. Hill Memorial Park. Impact to the Park from the Pilcher's access would be minimal, as timber would be transported along the same path as timber harvested under the County's Woodland Stewardship plan.

Staff recommends grant and execution of the temporary license agreement, subject to the terms of the incorporated agreement, as the prospect of another nearby timber project would likely increase the number of bidders to respond to the County's bid for timber harvesting at the C.G. Hill Memorial Park.

ATTACHMENTS:

YES

NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF A TEMPORARY
LICENSE AGREEMENT TO BRIAN G. PILCHER, TRUSTEE OF THE JERRY G.
PILCHER LIVING TRUST, TO ACCESS REAL PROPERTY LOCATED AT
C.G. HILL MEMORIAL PARK IN PFAFFTOWN, N.C.
(GENERAL SERVICES DEPARTMENT)**

WHEREAS Brian G. Pilcher, Trustee of the Jerry G. Pilcher Living Trust, has requested a Temporary License Agreement to access Forsyth County real property located at C.G. Hill Memorial Park in Pfafftown, N.C., to transport timber to Balsom Road which has been harvested from the Pilcher's property; and

WHEREAS staff recommends granting such access to the real property for a two-year term for access to transport timber to Balsom Road, which has been harvested from the Pilcher's property, subject to the terms and conditions of the Agreement incorporated here for reference;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the grant and execution of a Temporary License Agreement to access Forsyth County real property located at C.G. Hill Memorial Park in Pfafftown N.C., to access land for transportation of timber to Balsom Road which has been harvested from the Pilcher's property; 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 Temporary License Agreement and any other necessary documents to grant the above-described access to Brian G. Pilcher, Trustee of the Jerry G. Pilcher Living Trust, 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 7th day of May 2020.

NORTH CAROLINA

FORSYTH COUNTY

TEMPORARY LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20__, between Forsyth County, herein called "Licensor", and Brian G. Pilcher, Trustee of the Jerry G. Pilcher Living Trust, herein called "Licensee".

In consideration of the mutual promises herein contained, the parties agree as follows:

I. License

The Licensor is the owner of record of adjoining properties as identified by Parcel Identification Number 5898-12-8714.00, Lot 015 Block 4603 in Pfafftown, North Carolina and Parcel Identification Number 5898-32-0527.00, Lot 135 Block 4603 (the "Property") as shown in Exhibit A. Subject to this license, the Licensor authorizes and grants a non-transferable, non-exclusive license to the Licensee and its authorized representatives for the purposes of using the Property as an access route for transporting and removing harvested timber. This License shall be revocable at the option of the Licensor.

II. Permitted Use

The Licensor authorizes the Licensee and its authorized representatives a temporary license to enter upon the Property and grants access to the Licensee and its authorized representatives for the purposes of using the Property as an access route for transporting and removing harvested timber from the Licensee's property which is identified as Parcel Identification Number 5898-03-0665.00, Lot 108A Block 4603 in Pfafftown, NC. Licensee and its authorized representatives shall access the Property only in the course of transporting and removing harvested timber from the Licensee's adjoining property to Balsom Road and via the route as outlined on Exhibit A. Licensee shall not alter the Property except with Licensor's express written consent.

III. License Term

The Property may be accessed by the Licensee during the period beginning the day of the Agreement and continuing for two (2) years after the effective date of this Agreement. The Licensor grants the Licensee and its authorized representatives access to the Property during the hours of 7am – 5pm Monday – Friday during the agreement period. Licensee shall provide to the Licensor forty-eight (48) hours notice prior to beginning to access the Property.

Licensee's access and activities shall not interfere with the Licensor's access to the Property or any of the Licensor's activities on the Property. Any interference by the Licensee or its representatives with the Licensor's access shall be considered a breach of this agreement and constitute immediate termination.

IV. Licensee Responsibilities

The Licensee shall keep the property free of any liens and may not alter the Property without prior consent, in writing, from the Landowner, nor access the Property for any other reason than for transportation to remove harvested timber. The Licensee shall, at its sole cost, restore any material or physical property damage, which may result from the above-described activities and do so to the Licensor's satisfaction.

V. Indemnification & Insurance

To the extent allowed by applicable law, the Licensee agrees to release and hold harmless the Licensor and its representatives from any liability arising from any such access or inspection activities. To the extent allowed by applicable law, the Licensee further agrees to indemnify the Licensor and its representatives from any liability arising out of the above-described access and any fees incurred with such access and inspection activities.

Licensee shall require its representatives to maintain insurance coverage as follows and furnish proof of insurance to the Licensor if requested:

- A. Commercial General Liability Insurance. The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence.
- B. Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. The Contractor shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident and disease.

Access may not begin until the County's Risk Manager has approved the Licensee's representative's insurance coverage.

[SIGNATURES ON THE FOLLOWING PAGE]

LICENSOR

Forsyth County, North Carolina

J. Dudley Watts, Jr.
County Manager

Date: _____

ATTEST:

Ashleigh Sloop
Clerk

(Seal)

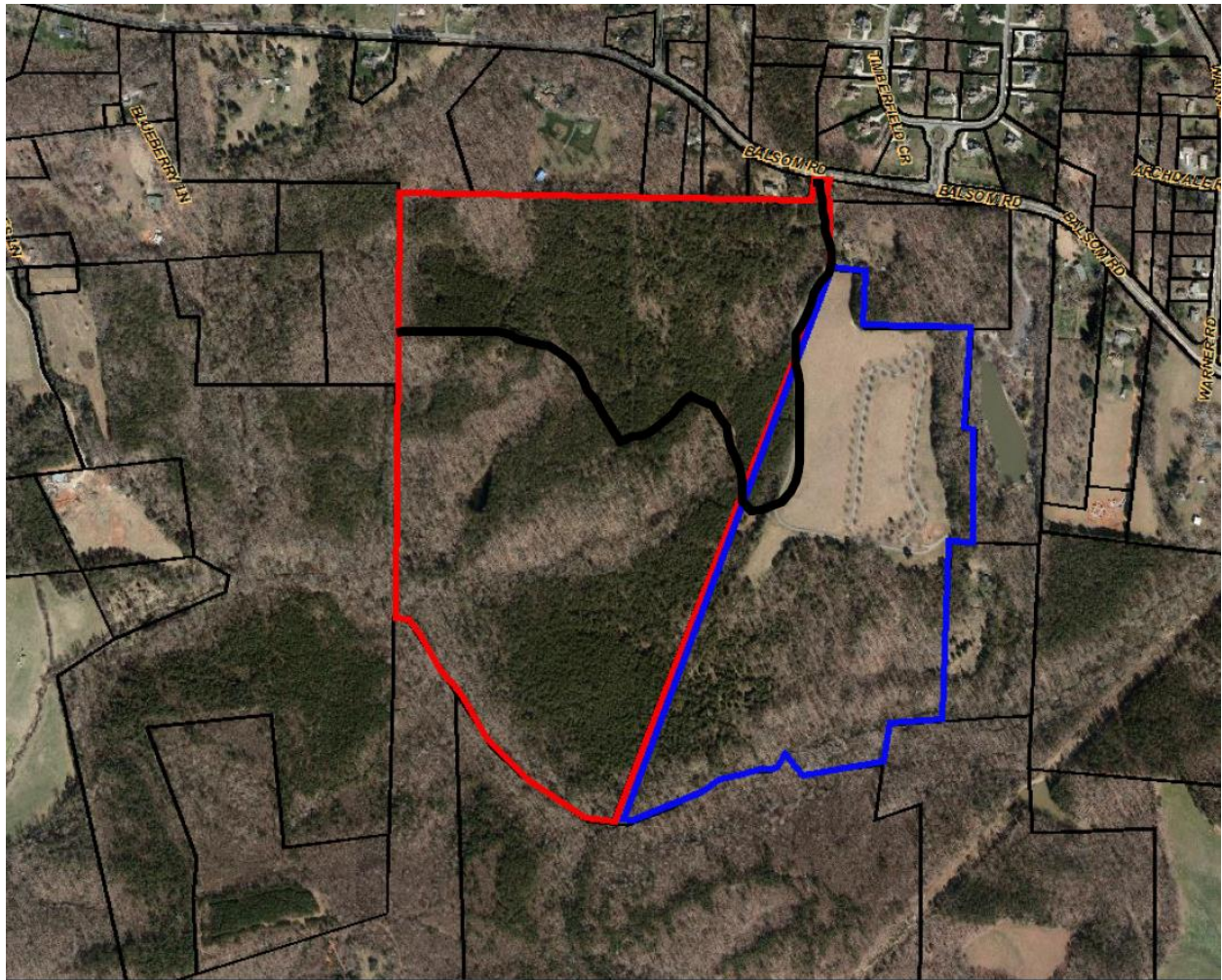
LICENSEE:




Brian G. Pilcher
Trustee of the Jerry G. Pilcher Living Trust

By: _____

Date: _____

EXHIBIT A



-  PIN 5898-12-8714.00 Boundary
-  PIN 5898-32-0527.00 Boundary
-  Transportation Access Route