



**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND ADDICTION RECOVERY CARE ASSOCIATION, INC., FOR LEASE OF COUNTY OWNED PROPERTY LOCATED AT 1931 UNION CROSS ROAD**

**WHEREAS** Forsyth County owns real property and improvements located at 1931 Union Cross Road, Winston-Salem, N.C., and executed a 50-year lease agreement with Addiction Recovery Care Association, Inc. (ARCA), on December 1, 2011, for ARCA's use of the property;

**WHEREAS** ARCA desires to execute an amendment to the agreement with Forsyth County to amend the maintenance responsibilities of the Parties, and terms of the County's right of entry to the premises and is agreeable to the terms set forth on the attached amendment which is incorporated herein by reference; and

**WHEREAS** Forsyth County proposes to amend the lease agreement with ARCA as detailed in the First Amendment to Agreement attached hereto, effective November 1, 2020;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the above-described Amendment to Agreement with Addiction Recovery Care Association, Inc., 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 12<sup>th</sup> day of November 2020.

NORTH CAROLINA )  
 )  
FORSYTH COUNTY)

FIRST AMENDMENT TO AGREEMENT CE120281

THE AGREEMENT, made and entered into on 1<sup>st</sup> day of December, 2011 by and between Forsyth County, North Carolina (the "County") and Addiction Recovery Care Association, Inc. ("Tenant"), is hereby amended, effective November 1, 2020 by the County and the Tenant as follows:

Sections 1,3, 8,9, & 20 are hereby deleted and the following shall be added as Sections 1, 3, 8,9, & 20:

**Section 1:**

1. PREMISES

Landlord, for and in consideration of rents, conditions, and consideration hereinafter mentioned, provided for and covenanted to be paid, kept, and performed by Tenant, lease to Tenant all the buildings, facilities, and land within approximately 6.5 acres located at 1931 Union Cross Road, Winston-Salem, North Carolina, as further identified in Exhibit A attached hereto and incorporated by reference (hereinafter call "Premises").

**Section 3:**

3. RENTAL

The Tenant shall pay to the Landlord without demand, deduction or set off, an annual rental for the Premises of \$1.00, payable on December 1, 2011 and on the anniversary of this date for the Term of this agreement. Tenant may prepay rent.

Additionally, the Landlord shall invoice the Tenant each month for the maintenance costs of the preceding month, as described in Section 8 herein. The Tenant shall remit payment to the Landlord within 15 days of receipt of the invoice.

**Section 8:**

8. SERVICES BY LANDLORD

Landlord shall not be responsible for maintenance, repair, and/or replacement of any part of the Premises except as stated herein:

Landlord agrees to replace any non-functioning pump station mechanisms which service the Premises prior to the effective date of this first amendment. Additionally, Landlord and Tenant shall share the cost of pump station upgrades required for Tenant to increase their residential capacity to 150 residents at the Premises. Landlord shall be responsible for fifty percent (50%) of costs associated with the pump station upgrades necessitated by Tenant's increased residential capacity to 150 residents and Tenant shall be responsible for fifty percent (50%) of costs associated with the upgrades. Any future upgrades to the pump station required

by Tenant's further increased resident capacity will be at the Tenant's sole expense.

Throughout the remainder of the Term the Landlord shall perform all routine, preventative, capital, emergency maintenance services, and/or replacement on the pump stations servicing the Premises and invoice Tenant monthly for any and all costs associated with such.

### **Section 9:**

#### **9. REPAIRS AND RESPONSIBILITIES OF TENANT**

Tenant accepts the Premises in its present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the term, at its sole expense, maintain in good order and repair the Premises. Tenant agrees to return the Premises to the Landlord at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, reasonable wear and tear excepted. Tenant, Tenant's employees, agents, contractors, subcontractors, or invitees shall take no action which may void any manufacturers' or installers' warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

Notwithstanding anything herein to the contrary Tenant shall be responsible for providing all routine, preventative, capital, and emergency maintenance services, repairs, and replacements to the Premises and relating to operation of such, including, but not limited to the following: (a) maintenance and repair of improvements, alterations, and building systems, (b) roof repair and replacement, (c) grounds maintenance services, (d) janitorial services to the Premises, (e) solid waste removal, and (f) light pole lease fees.

### **Section 20:**

#### **20. LANDLORD'S ENTRY OF PREMISES**

Landlord may enter the Premises at reasonable hours to inspect the Premises and/or for the purpose of advertising the Premises For Rent or For Sale. Additionally, the Landlord may enter the Premises via the access road to gain entry to the Parks and Recreation storage facility, located inside the leased boundary, at any time.

Exhibit A is hereby deleted and the attached shall be incorporated as Exhibit A.

Except as herein amended, the agreement incorporated in the Lease Agreement attached as Attachment A and incorporated herein by reference remains unchanged and in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the County and the Tenant have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

(SEAL)

TENANT: ADDICTION RECOVERY CARE  
ASSOCIATION, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of December, 2011, by and between Forsyth County ("Landlord"), a political subdivision of the State of North Carolina, and Addiction Recovery Care Association, Inc. ("Tenant");

For the purpose and subject to the terms and conditions hereinafter set forth, the parties agree that the Landlord shall lease to Tenant the properties hereinafter set forth.

### 1. PREMISES

Landlord, for and in consideration of the rents, conditions, and consideration hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases to Tenant all of the buildings, facilities, and land located at 1931 Union Cross Road, Winston-Salem, North Carolina, as further identified in Exhibit A attached hereto and incorporated by reference (hereinafter called the "Premises")

### 2. TERM

The Tenant shall have and hold the Premises for a term of fifty (50) years beginning on December 1, 2011, and ending on November 30, 2061, at midnight, unless extended or sooner terminated as hereinafter provided.

### 3. RENTAL

Tenant agrees to pay Landlord without demand, deduction or set off, an annual rental for the Premises of \$1.00, payable on December 1, 2011, and on the anniversary of this date for as long as this Agreement remains in effect. Tenant may prepay rent.

### 4. UTILITY BILLS

Tenant shall pay all utilities including but not limited to, telephone wiring and service, computer wiring and service, electric, water, sewer, gas and fuel oil. Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in Tenant's name.

### 5. LAWN MAINTENANCE

Tenant shall be responsible for all lawn maintenance, including mowing, seeding, weeding, trimming, cutting, and planting of all vegetation, including any gardens or plantings made by Tenant, on the Premises during the term of the Lease Agreement.

### 6. USE OF PREMISES

Tenant commits to continue to provide the current level of substance abuse treatment services. Tenant also commits to make additional capital improvements to the Premises for the purpose of expanding and improving the delivery of substance abuse treatment services for those who are chemically dependent in and around Forsyth County. The Premises shall be used solely for the public purpose of providing treatment and administration of programs regarding substance abuse, including State licensed and Commission on Accreditation on Rehabilitation Facilities (CARF) accredited, medically supervised residential treatment and non-hospital medical detoxification services, for those who are chemically dependent in and around Forsyth County. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. This Lease shall be terminated following a notice and an opportunity to cure period of six (6) months if the Premises are no longer used for the purpose set forth herein.

## 7. INDEMNITY; INSURANCE

Tenant agrees to and hereby does indemnify and hold Landlord harmless against all liability and costs and claims for damages to persons or property by reason of Tenant's demolition, construction, maintenance, use and occupancy of the Premises, Tenant's administration of its programs, or the condition of the Premises, and all expenses incurred by Landlord because thereof, including outside attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force the following insurance coverage:

A. **Commercial General Liability Insurance.** The Tenant shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than three times the occurrence limit. Such insurance shall:

1. **Include the County, its officials, officers, and employees as insureds** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. **Commercial Property Insurance.** The Tenant shall maintain special form (all risk) property insurance covering the Premises listed in 1. above and improvements therein for their full replacement value. Such insurance shall:

1. **Include the County as a named insured** with respect to Premises. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.
2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

C. **Other Insurance Requirements.** The Tenant shall:

1. **Furnish the County with properly executed certificates of insurance** which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County.
2. **Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.**
3. **Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.**
4. **Maintain such insurance from the time the lease commences until the lease is terminated.**



5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

D. The Tenant understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

#### 8. SERVICES BY LANDLORD

Landlord shall not be responsible for maintenance or repair of any part of the Premises. Landlord shall have no responsibility to perform any services pursuant to this Agreement beyond providing Tenant possession of the Premises.

#### 9. REPAIRS AND RESPONSIBILITIES OF TENANT

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises. Tenant shall maintain the grounds and shall be responsible for cleaning of facilities and removal of trash. Tenant agrees to return the Premises to the Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received, reasonable wear and tear excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers' or installers' warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph or arising from or relating to the Premises.

#### 10. ALTERATIONS

Tenant commits to make additional capital improvements to the Premises for the purpose of expanding and improving the delivery of substance abuse treatment services for those who are chemically dependent in and around Forsyth County. Landlord agrees that Tenant is authorized, subject to necessary compliance by Tenant with any applicable local, state, and/or federal regulations or requirements relating to historic property, to alter the improvements on the Premises provided that Tenant complies with the applicable bidding laws, and all laws, rules, regulations, and codes of the State of North Carolina and/or its political subdivisions relating to construction, use and occupancy of property, and any other applicable laws. For any demolition work or for any work where building permits are required, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Demolition and construction shall be performed by licensed contractors as required by law. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, free of any liens or encumbrances. All alterations, additions and improvements shall be surrendered to Landlord upon the termination or expiration of this Lease and shall be the property of the Landlord, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

11. REMOVAL OF FIXTURES

Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, and which are not necessary to the operation of the facilities, provided Tenant repairs all damage to the Premises caused by such removal.

12. DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and the Premises shall be restored to substantially the same condition as before damage as speedily as is practicable with the insurance coverage carried on the Premises by Tenant, whereupon full rental shall recommence. Tenant is responsible for insuring all real and personal property located at the Premises.

13. GOVERNMENTAL ORDERS

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises.

14. CONDEMNATION

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority, except with respect to the facilities constructed by Tenant on the Premises.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at the sole option of Landlord which option may be exercised only by written notice of Landlord to Tenant, may become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Any assignee or sublessee of the Premises must comply with the use provisions set forth in Section 6 herein.

16. EVENTS OF DEFAULT

To the extent allowed by law, the happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease or any renewal or extension thereof, and the failure of Tenant to cure such condition within ninety (90) days of written notice, shall constitute a breach of this

Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### 17. REMEDIES UPON DEFAULT

Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

#### 18. EXTERIOR SIGNS

Tenant shall not place any new signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord. Any and all signs currently located or to be placed on the Premises by Tenant shall be maintained in compliance with applicable governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

#### 19. PARKING

Tenant shall be entitled to use the existing and any new parking spaces located at the Premises for the purposes for which the Premises are leased hereunder.

#### 20. LANDLORD'S ENTRY OF PREMISES

Landlord may enter the Premises at reasonable hours to inspect the Premises and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

Nothing herein shall restrict Landlord's right to market the Premises to prospective purchasers or tenants during the last twelve (12) months of the Term or during the cure period in the event Tenant defaults hereunder.

#### 21. MORTGAGEE'S RIGHTS

Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

#### 22. QUIET ENJOYMENT

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Notwithstanding anything to the contrary herein, in the event Landlord shall sell or otherwise transfer its

interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

23. HOLDING OVER

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law.

24. RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

25. WAIVER OF RIGHTS

No failure of Landlord or Tenant to exercise any power given hereunder or to insist upon strict compliance of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms hereof.

26. ENVIRONMENTAL LAWS

Tenant shall be liable for all environmental damage, liability or cost, including attorney's fees, arising out of the Premises or Tenant's use of the Premises and shall defend and hold Landlord harmless from any claims or actions relating to environmental violations, damage, exposure or other effects. Tenant shall comply with all federal, state, and local laws, ordinances, and regulations. Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this lease, in compliance with all applicable laws; (5) maintain complete records, including Material Safety Data (MSD) Sheets on any Hazardous Material use on the Premises; and (6) allow the Landlord and any regulatory agency access to inspect, review, and copy all nonconfidential information maintained by Tenant on Hazardous Material use on the Premises.

27. TIME OF ESSENCE

Time is of the essence in this Lease.

28. ABANDONMENT

Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed

abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

**29. DEFINITIONS**

"Landlord" as used in this Lease shall include the undersigned, its representatives, assigns, and successors in title to the Premises. "Tenant" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**30. NOTICES**

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the following address:

Director  
Addiction Recovery Care Association, Inc.  
1931 Union Cross Road, Winston-Salem, NC 27107

Notice to Landlord shall be delivered or sent to the following address:

County Manager  
Forsyth County Government Center  
201 N. Chestnut St.  
Winston-Salem, NC 27101

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

**31. ENTIRE AGREEMENT**

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto. This Lease supersedes and replaces any prior Leases between the parties.

**32. AUTHORIZED LEASE EXECUTION**

Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of their respective entity.

**33. TRANSFER OF LANDLORD'S INTEREST**

In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

34. MEMORANDUM OF LEASE

Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

35. GOVERNING LAW

This Agreement is governed by the laws of the State of North Carolina, except that provisions relating to conflict of laws shall not apply.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA (Landlord)

By: J Duddywalt 12-21-11  
County Manager  
Approved as to form and legality

ATTEST:

Carla O. Blount  
Clerk to the Board

DEC 20 2011  
FORSYTH COUNTY, N.C.  
By: [Signature]  
County Attorney



ADDICTION RECOVERY CARE ASSOCIATION, INC.  
(Tenant)

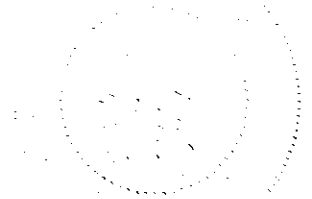
By: [Signature] (SEAL)

Its \_\_\_\_\_

ATTEST:

Patsy Anderson  
Secretary

(SEAL)



## EXHIBIT A

BEGINNING at an existing PK Nail in the southern right-of-way of Union Cross Road, said PK Nail being the northeast corner of FS Log Cabin, LLC Property as recorded in Deed Book 2798, Page 3776 (Lot 45D, Tax Block 5621) and the northwest corner of Forsyth County Property as recorded in Deed Book 1125, Page 1705 (Lot 310, Tax Block 5621); thence with the southern right-of-way of Union Cross Road S.  $87^{\circ}07'40''$  E. 650.26' to an iron placed, the northwest corner of said Lot 310 and the northwest corner of Forsyth County Property as recorded in Deed Book 1125, Page 1705 (Lot 311, Tax Block 5621); thence with the lines of said Lot 310 and 311 the two following courses and distances: 1) S.  $05^{\circ}54'25''$  W. 130.00' to an iron placed; thence 2) N.  $87^{\circ}38'58''$  W. 130.90' to an iron placed a corner of said lot 310 and Lot 311; thence on a new line and crossing said Lot 310 N.  $87^{\circ}38'58''$  W. 1.39' to a point; thence on a new line and crossing said Lot 310 and Lot 311 the ten (10) following courses and distances: 1) S.  $02^{\circ}56'05''$  W. 235.26' to a point; thence 2) S.  $02^{\circ}56'05''$  W. 82.31' to a point; thence 3) N.  $86^{\circ}53'30''$  W. 204.16' to a point; thence 4) N.  $86^{\circ}18'35''$  W. 49.19' to a point; thence 5) on a curve to the right (having a radius of 39.05') a chord bearing and distance of S.  $36^{\circ}33'56''$  W. 10.24' to a point; thence 6) S.  $44^{\circ}55'16''$  W. 76.86' to a point; thence 7) S.  $48^{\circ}13'20''$  W. 132.04' to a point; thence 8) on a curve to the right (having a radius of 60.70') a chord bearing and distance of S.  $73^{\circ}42'01''$  W. 29.68' to a point; thence 9) N.  $88^{\circ}23'19''$  W. 17.94' to a point; thence 10) N.  $87^{\circ}05'21''$  W. 67.12' to a point in the eastern line of D & D Steel, LLC as recorded in Deed Book 2258, Page 447 ( Lot 128, Tax Block 5621); thence with the western line of said Lot 310 and the eastern line of said Lot 128 the two (2) following courses and distances; 1) N.  $03^{\circ}03'36''$  E. 67.82' to an existing 5/8" iron; thence 2) N.  $02^{\circ}25'32''$  E. 244.62' to an existing 5/8" iron, the southeast corner of said Lot 45D; thence with the eastern line of said Lot 45D N.  $04^{\circ}28'19''$  E. 303.23' to the place of BEGINNING and containing 6.4326 Acres more or less.

The above described property being Tracts A & B as shown on an unrecorded map prepared by Brady Surveying Company, PA. dated July 15, 2008 drawing no. 087073.



**RESOLUTION ACCEPTING THE HIGHEST OFFER TO LEASE COUNTY OWNED REAL PROPERTY FOR FIFTY YEARS FOR THE OPERATION OF A SUBSTANCE ABUSE TREATMENT FACILITY AFTER FOLLOWING THE NEGOTIATED OFFER, ADVERTISEMENT, AND UPSET BIDS PROCEDURE**

**WHEREAS**, Forsyth County received an offer to lease County owned real property described herein for the amount of One (\$1.00) dollar per year from Addiction Recovery Care Association, Inc. (ARCA) for a term of fifty years beginning December 1, 2011 and continuing until November 30, 2061 for the operation of a substance abuse treatment facility to serve those who are chemically dependent in and around Forsyth County; and

**WHEREAS**, as authorized by resolution adopted by the Forsyth County Board of Commissioners at its November 14, 2011 meeting, a Notice Of Offer To Lease Real Property Owned By Forsyth County And Request For Increased/Upset Bids was advertised as required by N.C.G.S. 160A-272 and 160A-269 relating to property located at 1931 Union Cross Road, Winston-Salem, N.C. consisting of 6.4326 acres, more or less, and more particularly described as Block 5621, Lot 310; PIN 6863-37-8175 on the records of the Forsyth County Tax Office; and

**WHEREAS**, ARCA commits to continue to provide the current level of substance abuse treatment services to those who are chemically dependent in and around Forsyth County, to make additional capital improvements at the facility for the purpose of expanding and improving its services for all types of chemical dependency to better serve its clients and the community, and to be responsible for all facility repairs, maintenance and upkeep on the said County property; and

**WHEREAS**, ARCA is licensed by the State of North Carolina, Division of Health Service Regulation, and accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), to provide residential substance abuse treatment and non-hospital medical detoxification services under the supervision of medical professionals; and

**WHEREAS**, after due advertisement of the said offer, no upset bids have been received within the time allowed by law; and

**WHEREAS**, County staff is of the opinion that the proposed leased premises will not be needed by the County for County purposes during the proposed lease term and it is recommended that the Board of County Commissioners authorize execution of a lease with ARCA, to provide licensed and accredited comprehensive substance abuse treatment services to those who are chemically dependent in and around Forsyth County, including medically supervised residential treatment and non-hospital medical detoxification services.

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby accepts the offer made by Addiction Recovery Care Association,

Inc. (ARCA) to lease the above identified County-owned real property for a term of fifty years beginning December 1, 2011 and continuing until November 30, 2061 at the rate of \$1.00 per year, for the operation of a substance abuse treatment facility based on a commitment by ARCA: to continue to provide the current level of substance abuse treatment services, including State licensed and CARF Accredited, medically supervised residential treatment and non-hospital medical detoxification services; to make additional capital improvements at the facility for the purpose of expanding and improving the delivery of substance abuse treatment services for those who are chemically dependent in and around Forsyth County; and to be responsible for all facility repairs, maintenance and upkeep on the said County property.

**BE IT FURTHER RESOLVED** that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute the necessary documents to complete the lease of the above described property consistent with the terms outlined herein, subject to a pre-audit certificate by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 28<sup>th</sup> day of November 2011.

**ADOPTED**

**NOV 28 2011**

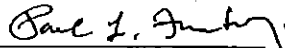
**Forsyth County Board  
of Commissioners**

Contract #2012-0281-00: ARCA (Addiction Recovery Care Associates, Inc.)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

12/19/2011

Date

  
Director of Finance

**RESOLUTION AUTHORIZING CONSENT TO AN ASSIGNMENT OF LEASE  
AGREEMENT BETWEEN FORSYTH COUNTY AND ADDICTION RECOVERY CARE  
ASSOCIATION, INC., TO TRIANGLE RESIDENTIAL OPTIONS FOR SUBSTANCE  
ABUSERS, INC., FOR LEASE OF COUNTY OWNED PROPERTY  
LOCATED AT 1931 UNION CROSS ROAD**

**WHEREAS** Forsyth County owns real property and improvements located at 1931 Union Cross Road, Winston-Salem, N.C., and executed a 50-year lease agreement with Addiction Recovery Care Association, Inc. (ARCA), on December 1, 2011, for ARCA's use of the property;

**WHEREAS** ARCA requests consent from Forsyth County to assign the lease agreement to Triangle Residential Options for Substance Abusers, Inc. (TROSAs), beginning December 1, 2020, as detailed in the Assignment of Lease Agreement attached hereto; and

**WHEREAS** TROSAs desires to accept the assignment of lease agreement for the purpose of operating a residential substance abuse program at the property;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, documents signifying Forsyth County's consent to the above-described Assignment of Lease Agreement with Addiction Recovery Care Association, Inc., to Triangle Residential Options for Substance Abusers, Inc., 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 12<sup>th</sup> day of November 2020.

February 3, 2020

Mr. Jack D. Watts, County Manager  
Forsyth County  
201 N. Chestnut Street  
Winston-Salem NC 27101

**Subject:** Assignment of Lease- ARCA

Dear Mr. Watts,

As you know the Addiction Recovery Care Association, Inc. (ARCA) has entered into a new lease agreement with Forsyth County for the facility located at 5755 Shattalon Drive Winston-Salem NC. Once ARCA moves to that facility, it will no longer need the facility at 1931 Union Cross Road, Winston-Salem, NC.

ARCA has worked out an agreement with a collaborative partner, Triangle Residential Options for Substance Abusers (TROSAs). We have drafted a proposed Assignment of Lease which includes a Landlord's consent (enclosed) for your review and approval by the Board of Commissioner's pursuant to the terms of our lease.

The Assignment of Lease Agreement is contingent upon the approval of a rezoning request by TROSA for the property located at 1931 Union Cross Road Winston-Salem, NC.

Current timeline projections are for ARCA to move into the new location by the end of 2020. TROSA may begin upfit of the Union Cross Property before ARCA vacates. Details of TROSA's plans are still being developed and as stated previously, pending the approval of rezoning.

ARCA values its long standing partnership with Forsyth County. We are excited to have the opportunity to expand our services and help even more people in the area.

Please advise should you have any questions or concerns.

Sincerely,

Thom Elmore  
Executive Director

cc TROSA



## Assignment of Lease Agreement

This Assignment of the Lease (the "Agreement") is made on \_\_\_\_\_ and effective on December 1, 2020.

**Between:** **The Addiction Recovery Care Association, Inc. (ARCA)** (the "Assignor") a corporation organized and existing under the laws of North Carolina, with its current office located at:

**1931 Union Cross Road  
Winston-Salem, NC 27107**

**AND:** **Triangle Residential Options for Substance Abusers (TROSA)** (the "Assignee), a corporation organized and existing under the laws of North Carolina, with its head office located at:

**1820 James St  
Durham, NC 27707**

### 1. Assignment of Lease

To compensate for the assets owned by the Assignor including but not limited to improvements made by Assignor to the Premises, the Assignee agrees to pay the sum of three hundred seventy-five thousand dollars. (\$375,000). And the Assignor assigns and transfers to Assignee that lease, dated December 1<sup>st</sup>, 2011 and amended November 1, 2020, executed by assignor as lessee and by Forsyth County as lessor, which amended lease is attached hereto as Exhibit B and incorporated herein by reference, the following described premises:

#### PREMISES

All of the buildings, facilities, and land located at 1931 Union Cross Road, Winston-Salem, North Carolina, as further identified in "Exhibit A" attached.

Together with all his right, title and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have to hold from December 1, 2020 until the present term of the lease expires on November 30, 2061, at midnight.

### 2. Assignor Warranties and Representation

Assignor covenants that he/she is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the amended lease.

Both parties agree the effective date of this agreement is subject to change due to the possibility of construction or other delays.

Both parties agree this Lease assignment is dependent upon the approval of rezoning of the property. If the property fails to become rezoned as requested by the Assignee, this agreement becomes null and void.



## Assignment of Lease Agreement

### 3. Consent of Lessor

The Lessor, named in the above assignment of that lease executed on December 1<sup>st</sup>, 2011 and amended November 1, 2020 wishes to consent to this assignment. The lessor also consents to the agreement by Assignee to assume after December 1, 2020, the payment of rent and performance of all duties and obligations as set forth in the amended lease, and releases Assignor from all duties and obligations under the lease, including the payment of rent, after December 1, 2020 and accept Assignee as lessee in place of Assignor.

### 4. Binding Agreement

The assignment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR: ADDICTION RECOVERY CARE ASSOCIATION, INC.

ASSIGNEE: TRIANGLE OPTIONS FOR SUBSTANCE ABUSERS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Forsyth County consents to this Assignment of Lease Agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## Assignment of Lease Agreement

### Exhibit A

BEGINNING at an existing PK Nail in the southern right-of-way of Union Cross Road, said PK Nail being the northeast corner of FS Log Cabin, LLC Property as recorded in Deed Book 2798, Page 3776 (Lot 45D, Tax Block 5621) and the northwest corner of Forsyth County Property as recorded in Deed Book 1125, Page 1705 (Lot 310, Tax Block 5621); thence with the southern right-of-way of Union Cross Road S.  $87^{\circ}07'40''$  E. 650.26' to an iron placed, the northwest corner of said Lot 310 and the northwest corner of Forsyth County Property as recorded in Deed Book 1125, Page 1705 (Lot 311, Tax Block 5621); thence with the lines of said Lot 310 and 311 the two following courses and distances: 1) S.  $05^{\circ}54'25''$  W. 130.00' to an iron placed; thence 2) N.  $87^{\circ}38'58''$  W. 130.90' to an iron placed a corner of said lot 310 and Lot 311; thence on a new line and crossing said Lot 310 N.  $87^{\circ}38'58''$  W. 1.39' to a point; thence on a new line and crossing said Lot 310 and Lot 311 the ten (10) following courses and distances: 1) S.  $02^{\circ}56'05''$  W. 235.26' to a point; thence 2) S.  $02^{\circ}56'05''$  W. 82.31' to a point; thence 3) N.  $86^{\circ}53'30''$  W. 204.16' to a point; thence 4) N.  $86^{\circ}18'35''$  W. 49.19' to a point; thence 5) on a curve to the right (having a radius of 39.05') a chord bearing and distance of S.  $36^{\circ}33'56''$  W. 10.24' to a point; thence 6) S.  $44^{\circ}55'16''$  W. 76.86' to a point; thence 7) S.  $48^{\circ}13'20''$  W. 132.04' to a point; thence 8) on a curve to the right (having a radius of 60.70') a chord bearing and distance of S.  $73^{\circ}42'01''$  W. 29.68' to a point; thence 9) N.  $88^{\circ}23'19''$  W. 17.94' to a point; thence 10) N.  $87^{\circ}05'21''$  W. 67.12' to a point in the eastern line of D & D Steel, LLC as recorded in Deed Book 2258, Page 447 ( Lot 128, Tax Block 5621); thence with the western line of said Lot 310 and the eastern line of said Lot 128 the two (2) following courses and distances; 1) N.  $03^{\circ}03'36''$  E. 67.82' to an existing 5/8"iron; thence 2) N.  $02^{\circ}25'32''$  E. 244.62' to an existing 5/8" iron, the southeast corner of said Lot 45D; thence with the eastern line of said Lot 45D N.  $04^{\circ}28'19''$  E. 303.23' to the place of BEGINNING and containing 6.4326 Acres more or less.

The above described property being Tracts A & B as shown on an unrecorded map prepared by Brady Surveying Company, PA. dated July 15, 2008 drawing no. 087073.





## **Assignment of Lease Agreement**

### **EXHIBIT B**

November 1, 2020 Amended Lease Agreement

Begins on next page

**RESOLUTION AUTHORIZING THE GRANT AND EXECUTION OF AN EASEMENT  
TO THE CITY OF WINSTON-SALEM FOR FIRE APPARATUS VEHICLES TO  
ACCESS A PORTION OF FORSYTH COUNTY OWNED REAL PROPERTY  
LOCATED AT 1941 UNION CROSS ROAD**

**WHEREAS** the City of Winston-Salem requires an alternate route for fire apparatus vehicles to access the County property located at 1931 Union Cross Road to accommodate Triangle Residential Options for Substance Abusers, Inc.'s (TROSAs), new development at the property;

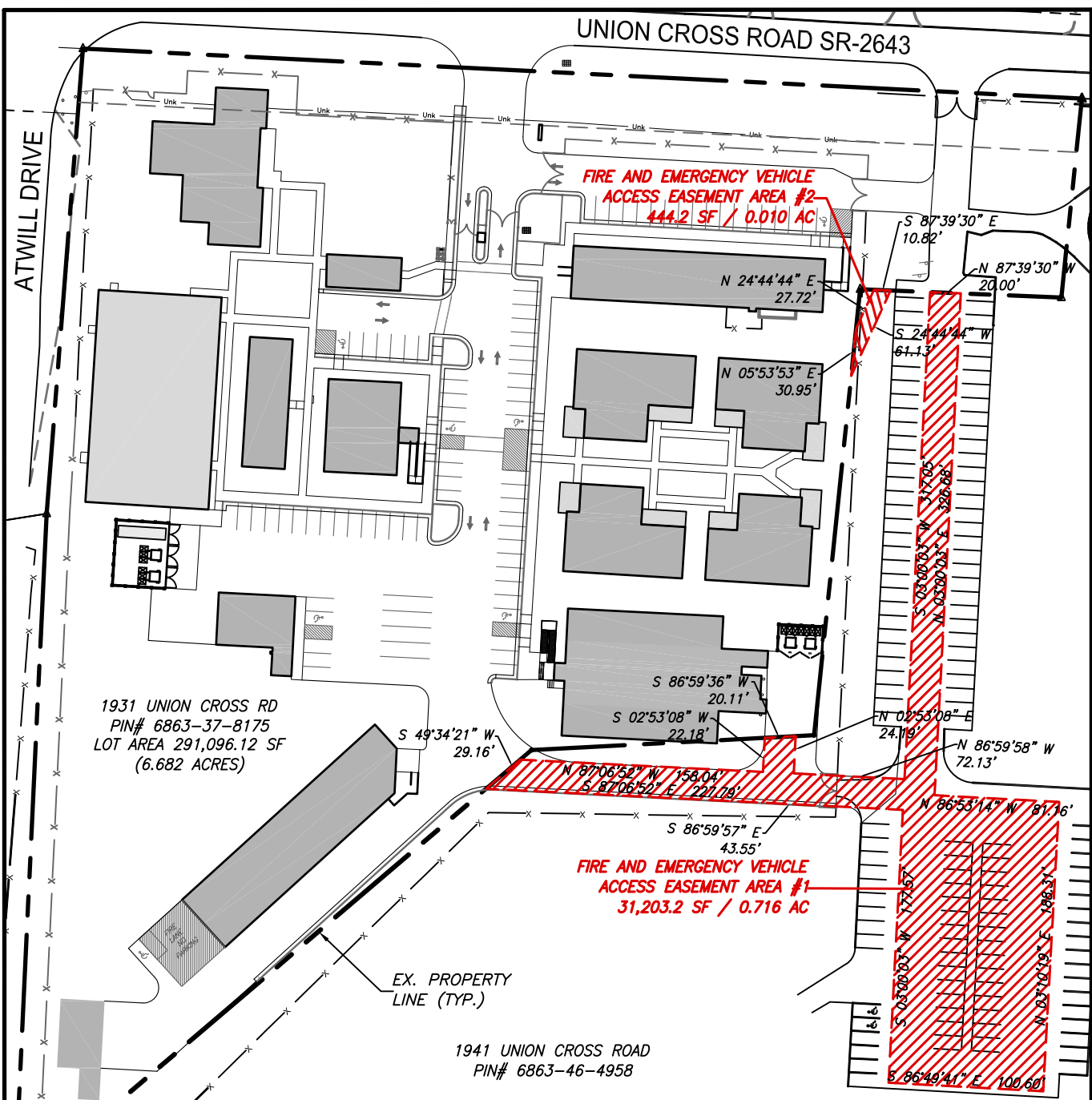
**WHEREAS** the City of Winston-Salem requests an easement to access a portion of Forsyth County owned real property located at 1941 Union Cross Road, Winston-Salem, North Carolina for this alternate route for fire apparatus; and

**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 at 1941 Union Cross Road for an alternate route for fire apparatus vehicles to access real property and improvements located at 1931 Union Cross Road 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 Easement document 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 12<sup>th</sup> day of November 2020.



UNION CROSS ROAD SR-2643

ATWILL DRIVE

**FIRE AND EMERGENCY VEHICLE  
ACCESS EASEMENT AREA #2**  
444.2 SF / 0.010 AC

**FIRE AND EMERGENCY VEHICLE  
ACCESS EASEMENT AREA #1**  
31,203.2 SF / 0.716 AC

1931 UNION CROSS RD  
PIN# 6863-37-8175  
LOT AREA 291,096.12 SF  
(6.682 ACRES)

1941 UNION CROSS ROAD  
PIN# 6863-46-4958

 **FIRE AND EMERGENCY VEHICLE ACCESS EASEMENT AREAS**

**FIRE AND EMERGENCY VEHICLE ACCESS EASEMENT AREA #1**  
BEGINNING AT A POINT ON THE SOUTH EAST PROPERTY LINE OF PIN 6863-37-8175; THENCE N 87°39'30" W A DISTANCE OF 20.00' TO A POINT; THENCE S 03°00'03" W A DISTANCE OF 317.05' TO A POINT; THENCE N 86°59'58" W A DISTANCE OF 72.13' TO A POINT; THENCE N 02°53'08" E A DISTANCE OF 24.19' TO A POINT; THENCE S 86°59'36" W A DISTANCE OF 20.11' TO A POINT; THENCE S 02°53'08" W A DISTANCE OF 22.18' TO A POINT; THENCE N 87°06'52" W A DISTANCE OF 158.04' TO A POINT; THENCE S 49°34'21" W A DISTANCE OF 29.16' TO A POINT; THENCE S 87°06'52" E A DISTANCE OF 227.79' TO A POINT; THENCE S 86°59'57" E A DISTANCE OF 43.55' TO A POINT; THENCE S 03°00'03" W A DISTANCE OF 177.57' TO A POINT; THENCE S 86°49'41" E A DISTANCE OF 100.60' TO A POINT; THENCE N 03°10'19" E A DISTANCE OF 188.31' TO A POINT; THENCE N 86°53'14" W A DISTANCE OF 81.16' TO A POINT; THENCE N 03°00'03" E A DISTANCE OF 326.68' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 31,203.2 SQUARE FEET, 0.716 ACRES.

**FIRE AND EMERGENCY VEHICLE ACCESS EASEMENT AREA #2**  
BEGINNING AT A POINT ON THE SOUTH EAST PROPERTY LINE OF PIN 6863-37-8175; THENCE S 87°39'30" E A DISTANCE OF 10.82' TO A POINT; THENCE S 24°44'44" W A DISTANCE OF 61.13' TO A POINT; THENCE N 05°53'53" E A DISTANCE OF 30.95' TO A POINT; THENCE N 24°44'44" E A DISTANCE OF 27.72' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 444.2 SQUARE FEET, 0.010 ACRES.


**EMERGENCY ACCESS EASEMENT EXHIBIT**

1" = 100'-0"



Coulter  
Jewell  
Thames *PA*

111 West Main Street, Durham, N.C. 27701  
P 919.682.0388 F 919.688.5646



ENGINEERING - PLANNING  
LANDSCAPE ARCHITECTURE

NC BOARD OF EXAMINERS FOR  
ENGINEERS AND SURVEYORS  
LIC # C-1209  
NC BOARD OF LANDSCAPE  
ARCHITECTS LIC # C-104

Project:  
**TROSA  
Triad**

**Union Cross Road.  
Winston-Salem,  
North Carolina**

PINS: 6863-37-8175  
6863-46-4958

EASEMENT EXHIBIT  
NOT FOR CONSTRUCTION

CJT Job Number: 1964

Drawn: AJP  
Checked: AJP  
Date: 10/08/2020  
Revisions:

Sheet Title  
**EMERGENCY  
ACCESS  
EASEMENT  
EXHIBIT**

Sheet Number

1 OF 1

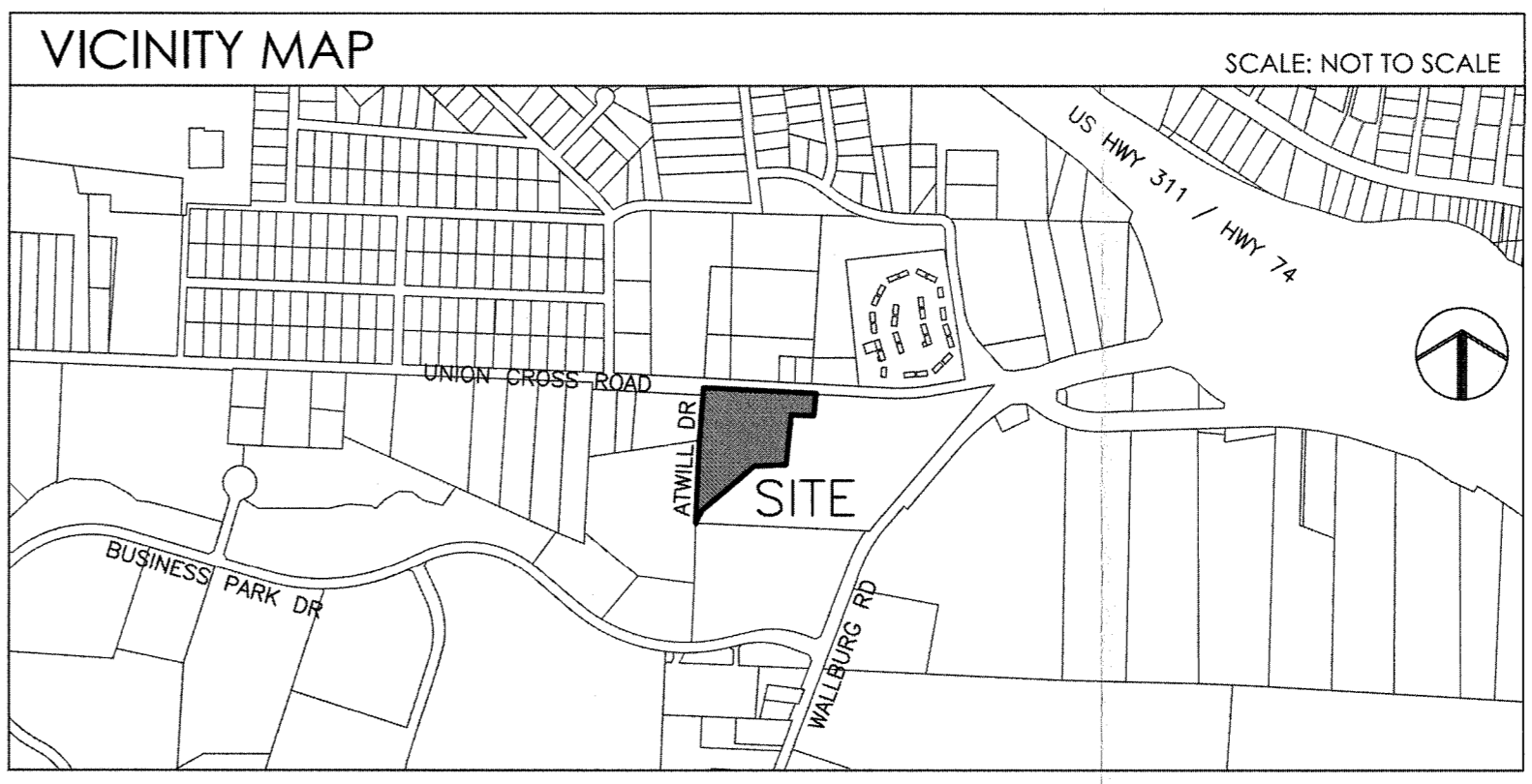
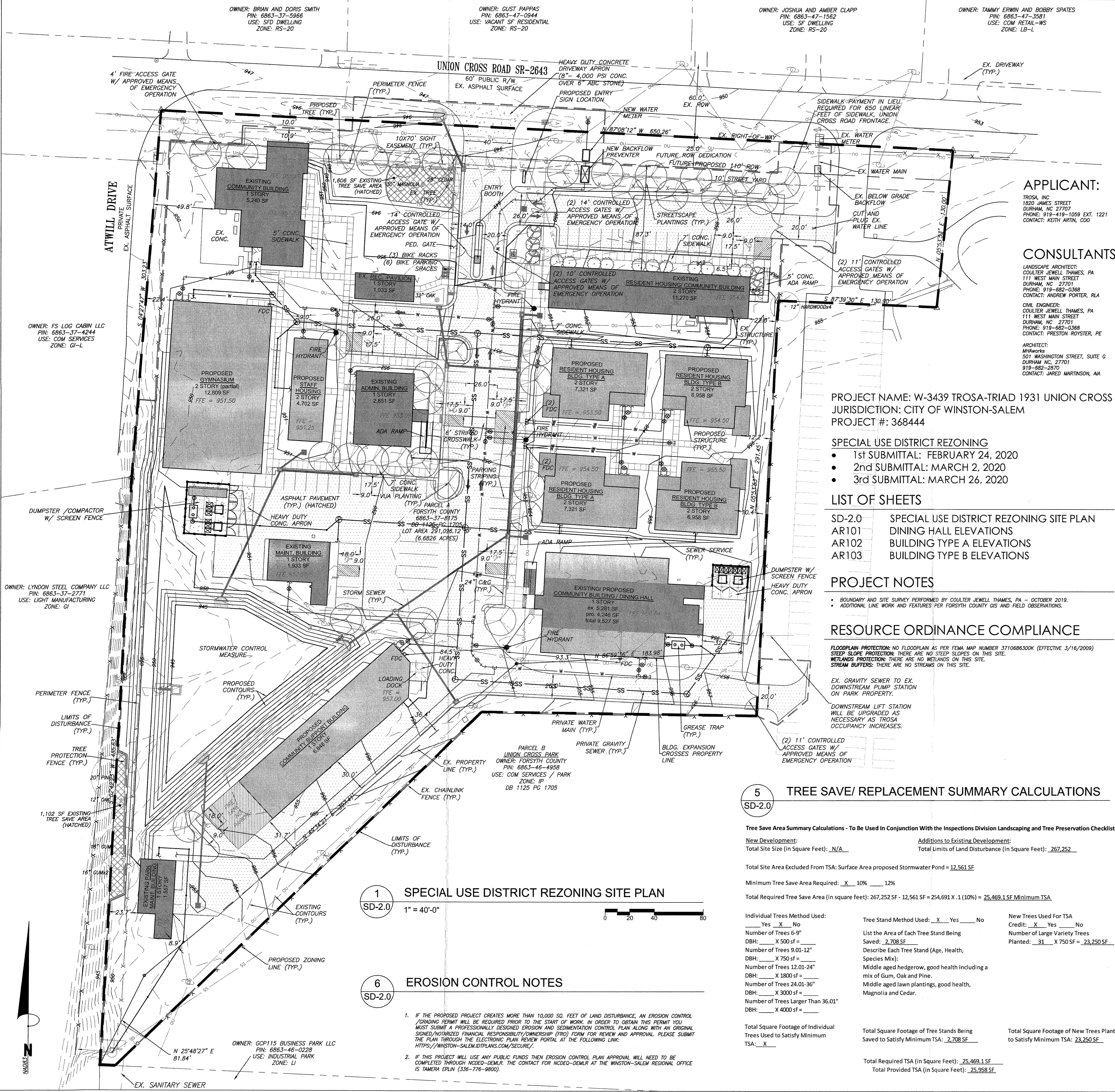
**RESOLUTION APPROVING A SITE PLAN FOR DEVELOPMENT OF FORSYTH COUNTY OWNED REAL PROPERTY LOCATED AT 1931 UNION CROSS ROAD**

**WHEREAS** Forsyth County owns real property and improvements located at 1931 Union Cross Road, Winston-Salem, N.C. assigned the lease agreement from Addiction Recovery Care Association, Inc., to Triangle Residential Options for Substance Abusers, Inc. (TROSAs), beginning December 1, 2020; and

**WHEREAS** TROSAs desires to develop the property to better suit their long-term needs in operating a residential substance abuse and addiction recovery treatment facility, as outlined in the site plan attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, any necessary documents to approve the above-described site plan, 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 12<sup>th</sup> day of November 2020.



**APPLICANT:**  
TROSA, INC  
1501 JAMES STREET  
DURHAM, NC 27707  
PHONE: 919-419-1099 EXT 1221  
CONTACT: KEITH ARTIN, COO

**CONSULTANTS:**  
LANDSCAPE ARCHITECT:  
COULTER JEWELL THAMES, PA  
111 WEST MAIN STREET  
DURHAM, NC 27701  
PHONE: 919-686-0368  
CONTACT: ANDREW PORTER, RLA

CIVIL ENGINEER:  
COULTER JEWELL THAMES, PA  
111 WEST MAIN STREET  
DURHAM, NC 27701  
PHONE: 919-686-0368  
CONTACT: PRESTON ROYSTER, PE

ARCHITECT:  
MHWORNS  
501 WASHINGTON STREET, SUITE G  
DURHAM, NC 27701  
919-682-9270  
CONTACT: JARED MARTINSON, AA

**PROJECT NAME:** W-3439 TROSA-TRIAD 1931 UNION CROSS ROAD  
**JURISDICTION:** CITY OF WINSTON-SALEM  
**PROJECT #:** 368444

- SPECIAL USE DISTRICT REZONING**
- 1st SUBMITTAL: FEBRUARY 24, 2020
  - 2nd SUBMITTAL: MARCH 2, 2020
  - 3rd SUBMITTAL: MARCH 26, 2020

- LIST OF SHEETS**
- SD-2.0 SPECIAL USE DISTRICT REZONING SITE PLAN
  - AR101 DINING HALL ELEVATIONS
  - AR102 BUILDING TYPE A ELEVATIONS
  - AR103 BUILDING TYPE B ELEVATIONS

**PROJECT NOTES**

- BOUNDARY AND SITE SURVEY PERFORMED BY COULTER JEWELL THAMES, PA - OCTOBER 2019.
- ADDITIONAL LAND WORK AND FEATURES PER FORSYTH COUNTY GIS AND FIELD OBSERVATIONS.

**RESOURCE ORDINANCE COMPLIANCE**

**FLOODPLAIN PROTECTION:** NO FLOODPLAIN AS PER FEMA MAP NUMBER 371086300K (EFFECTIVE 3/16/2009)  
**SLEEP SLOPE PROTECTION:** THERE ARE NO SLEEP SLOPES ON THIS SITE.  
**WETLANDS PROTECTION:** THERE ARE NO WETLANDS ON THIS SITE.  
**STREAM BUFFERS:** THERE ARE NO STREAMS ON THIS SITE.

**EX. GRAVITY SEWER TO EX. DOWNSIDE PUMP STATION ON PARK PROPERTY.**

**DOWNSIDE LIFT STATION WILL BE UPGRADED AS NECESSARY AS TROSA OCCUPANCY INCREASES.**

**5 TREE SAVE/REPLACEMENT SUMMARY CALCULATIONS**

**Tree Save Area Summary Calculations - To Be Used in Conjunction With the Inspections Division Landscaping and Tree Preservation Checklist**

**New Development:** \_\_\_\_\_ **Additions to Existing Development:** \_\_\_\_\_

Total Site Size (in Square Feet): N/A Total Limits of Land Disturbance (in Square Feet): 267,252

Total Site Area Excluded From TSA: Surface Area proposed Stormwater Pond = 12,561 SF

Minimum Tree Save Area Required: X 10% 12%

Total Required Tree Save Area (in square feet): 267,252 SF - 12,561 SF + 254,691 X 1.10% = 255,469.1 SF Minimum TSA

**Individual Trees Method Used:** Yes X No  
List the Area of Each Tree Stand Being Saved: 2,708 SF

**Tree Stand Method Used:** X Yes No  
Describe Each Tree Stand (Age, Health, Species Mix):  
Middle aged hedgerow, good health including a mix of Gum, Oak and Pine.  
Middle aged lawn plantings, good health, Magnolia and Cedar.

**New Trees Used For TSA Credit:** X Yes No  
Number of Large Variety Trees Planted: 31 X 750 SF = 23,250 SF

Total Square Footage of Individual Trees Used to Satisfy Minimum TSA: X

Total Square Footage of Tree Stands Being Saved to Satisfy Minimum TSA: 2,708 SF

Total Square Footage of New Trees Planted to Satisfy Minimum TSA: 23,250 SF

Total Required TSA (in Square Feet): 25,469.1 SF

Total Provided TSA (in Square Feet): 25,958 SF

**4 SPECIAL USE DISTRICT REZONING NOTES**

- THE PROPERTIES INDICATED IN THE REZONING PETITION SHALL REVERT BACK TO THEIR ORIGINAL ZONING IF TROSA DOES NOT EXECUTE A LEASE AGREEMENT WITH THE COUNTY.
- PROJECT MAY BE CONSTRUCTED IN MULTIPLE PHASES.
- ARCHITECTURAL FOOTPRINTS MAY CHANGE PER FINAL ARCHITECTURAL DESIGN AND PERMIT PLANS. MODIFICATION TO THE BUILDING FOOTPRINT AND ANY SUBSEQUENT SITE LAYOUT MODIFICATIONS SHALL REQUIRE REVIEW BY PLANNING STAFF.
- LANDSCAPING WITHIN BUFFERS, STREETYARDS, AND PARKING AREAS IS CONCEPTUAL. FINAL LANDSCAPE PLANS SHALL BE REQUIRED TO MEET ORDINANCE REQUIREMENTS AND ANY ADDITIONAL CONDITIONS.
- PROPOSED STORMWATER MANAGEMENT DEVICES, STORM DRAINAGE, AND UTILITY LAYOUTS ARE SCHEMATIC. FINAL LAYOUT MAY CHANGE PER FINAL ENGINEERED DOCUMENTS.
- ANY EXISTING WATER/SEWER CONNECTIONS WILL REQUIRE EVALUATION FOR COMPLIANCE WITH BACKFLOW PREVENTER REQUIREMENTS. CONNECTION SERVICEABILITY, AND/OR TERMINATION AT THE MAIN, NEW WATER METER MUST BE IN RIGHT-OF-WAY AND THE BACKFLOW PREVENTER DIRECTLY BEHIND ON PRIVATE PROPERTY. BENDS MUST BE AFTER THE BACKFLOW PREVENTER. WATER AND SEWER INTERIOR TO THE SITE WILL BE PRIVATE. MINIMUM VEHICULAR PARKING SPACES REQUIRED: 83 X 20 = 83 TOTAL MINIMUM VEHICULAR PARKING SPACES REQUIRED. 83 X 1.75 = 145 SPACES MAXIMUM ALLOWED PRIOR TO ADDITIONAL LANDSCAPING REQUIRED. 84 PARKING SPACES INCLUDING 7 ACCESSIBLE HC SPACES PROVIDED.
- AS PART OF YOUR CONSTRUCTION PLAN SUBMITTAL, INCLUDE THE CALCULATIONS FOR NEEDED FIRE FLOW FOR THIS PROJECT AND INDICATE THE APPROVED METHOD OF CALCULATION IN USE. REFER TO SECTION 507 OF THE 2018 NC FIRE CODE FOR FURTHER INFORMATION. APPROVED CALCULATION METHODS INCLUDE THE FOLLOWING OPTIONS: THE 100 FIRE SUPPRESSION RATING SCHEDULE (AS DESCRIBED IN [HTTPS://WWW.NCDMG.COM/SITES/ASSETS/ DOWNLOADS/GUIDE-DETERMINE-REQUIRED-FIRE-FLOW.PDF](https://www.ncdmg.com/sites/assets/downloads/guide-determine-required-fire-flow.pdf)), OR APPENDIX B OF THE 2018 NC FIRE CODE.
- SIDEWALK PAYMENT IN LIEU REQUIRED FOR 650 LINEAR FEET OF SIDEWALK, UNION CROSS ROAD FRONTAGE.
- A CITY DRIVEWAY PERMIT WILL BE REQUIRED FOR THE PROPOSED ACCESS POINT ONTO UNION CROSS ROAD. THE ACCESS WILL NEED TO BE A HEAVY DUTY CONCRETE APRON TO SUPPORT DUMPSTER PICKUP TRAFFIC (8" 4,000 PSI CONCRETE OVER 6" COMPACTED AGG). THE CONCRETE APRON SHALL EXTEND FROM THE EDGE OF PAVEMENT ON UNION CROSS ROAD TO THE RIGHT-OF-WAY LINE. THE DRIVEWAY PERMIT MUST BE ISSUED PRIOR TO ISSUANCE OF A GRADING PERMIT (IF REQUIRED).
- UNION CROSS ROAD IS A STATE-MAINTAINED ROAD, AN NCDOT DRIVEWAY PERMIT WILL BE REQUIRED. NCDOT ENCROACHMENTS MAY ALSO BE REQUIRED FOR ANY UTILITY TIES WITHIN THE UNION CROSS ROAD RIGHT-OF-WAY.
- EMERGENCY RESPONDER RADIO COVERAGE SHALL MEET THE REQUIREMENTS OF SECTION 510 OF THE 2018 NC FIRE CODE FOR THIS PROJECT.
- USE CONDITIONS PER UDO-287 WILL APPLY FOR THE USE GROUP CARE FACILITY C.
- THE PROVISIONS OF UDO CLEARCOAT SECTION 6.6 (EXTERIOR LIGHTING) WILL APPLY.
- SECURITY GATES CROSSING FIRE APPARATUS ACCESS ROADS MUST BE PROVIDED WITH APPROVED MEANS OF EMERGENCY OPERATION. A CLEAR WIDTH OF 13 FEET IS REQUIRED AT EACH SIDE OF THE ISLAND AT THE GATES FOR FIRE APPARATUS PASSAGE. PROPOSED GATES WILL REQUIRE CONSTRUCTION PLAN SUBMITTAL, AND ALL INSTALLATIONS SHALL COMPLY WITH SECTION 505.6 OF THE NC FIRE CODE.

**"Attachment A" W-3439**

**Special Use District Permit for GB-S (Group Care Facility C)**

Approved by the Winston-Salem City Council

the 6 day of July, 2020

*Andrea Keesey*  
City Secretary Clerk

**Coulter Jewell Thames, RLA**  
111 West Main Street  
Durham, N.C. 27701  
p 919.682.0368  
f 919.688.5646  
www.cjtpa.com

NC BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LIC# C-1029  
NC BOARD OF LANDSCAPE ARCHITECTS LIC# C-104

**Conditions: W-3439**

**PRIOR TO THE ISSUANCE OF ANY PERMITS:**

- Developer shall obtain all necessary permits from the North Carolina Department of Environmental Quality (NCDEQ) and the Division of Energy, Mineral, and Land Resources (DEMRLR).

**PRIOR TO THE ISSUANCE OF GRADING PERMITS:**

- Developer shall have a stormwater management study submitted for review by the City of Winston-Salem. If required, an engineered stormwater management plan shall be submitted and approved. Relocation or installation of any stormwater treatment device into any buffer areas, vegetation designated to remain, or close proximity to adjacent residentially zoned land shall require a Staff Change approval at minimum, and may require a Site Plan Amendment.
- Developer shall photo-document any structures on the site that are proposed for demolition or alteration using the Architectural Resources Documentation Form available from Historic Resources staff.
- Developer shall obtain a driveway permit from the City of Winston-Salem and NCDOT; additional improvements may be required prior to issuance of the driveway permit(s). Required improvements include:
  - Installation of a heavy-duty concrete apron and
  - Payment in lieu of sidewalk construction along the Union Cross Road frontage.

**PRIOR TO THE ISSUANCE OF BUILDING PERMITS:**

- The proposed building plans shall be in substantial conformance with the submitted elevations as verified by Planning staff.

**PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:**

- Developer shall complete all requirements of the driveway permit.
- Buildings shall be constructed in substantial conformance with the approved building elevations as verified by Planning staff.

**TROSA Triad**

1931 UNION CROSS RD.  
WINSTON-SALEM, NC  
FORSYTH COUNTY  
NORTH CAROLINA

PARCEL #S  
6863-37-8175  
6863-46-4958

Job Number 1964

Drawn MTC, A.P., PBR  
Checked A.P., PBR  
Date 2/24/2020  
Revisions 1. 3/2/2020  
2. 3/26/2020

**Notice of Vested Rights:**

The site plan approval establishes a vested right for two years, as defined, and subject to the conditions and limitations stated in UDO ClearCode section 2.7, to undertake and complete the development and use of the property under the terms and conditions of the approval. Permittees are advised to educate themselves with respect to the law and regulations affecting vested rights and consult with an attorney when necessary.

**Notice of Site Plan Compliance**

All development that occurs on the subject property shall be in conformance with this elected body approved site plan. Deviations from this site plan are not allowed without prior, proper approval. Any changes or modifications to this site plan must be reviewed in advance by the Planning Department to determine if it requires an amendment to the plan previously approved by the elected body.