

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

ACCESS EASEMENT AND MAINTENANCE
AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) made and entered into as of the ____ day of _____, 2025, between the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (the “City”), and **TRULIANT FEDERAL CREDIT UNION**, a federal credit union (“Truliant”).

WITNESSETH:

- A. The City is the owner of that certain property in Winston-Salem, NC and identified by the Forsyth County Tax Department as PIN 6814-75-3998, said parcel being a portion of Bolton Park (the “Property”).
- B. There is currently roadway known as “Truliant Way” (the “Driveway”) crossing the Property that connects Hanes Mall Boulevard with Truliant’s corporate headquarters located on Tax PIN 6814-75-0175 (the “Truliant Parcel”).
- C. The Driveway was constructed by Truliant’s agent, Carolina Investment Properties, Inc., pursuant to that certain Temporary Construction and Permanent Sign Easements (the “Prior Easement”) recorded at Book 2433, Page 1436, Forsyth County Registry, and provides the sole means of access, ingress, egress, and regress to and from the Truliant Parcel.
- D. Following completion of the Driveway, Truliant has since maintained, at its sole cost and expense, the Driveway, and existing sidewalk and decorative wall, each running alongside of the Driveway, along with the portion of the Property generally depicted on **Exhibit A** attached hereto.
- E. The City and Truliant desire to confirm the Parties’ prior intention that upon completion of the Driveway, a permanent access easement across the Driveway, the Sidewalk and the portion of the Property depicted on **Exhibit A** (collectively the “Easement Area”) would exist for the benefit of the Truliant Parcel, and that the owner of the Truliant Parcel would be responsible for the maintenance of the Easement Area, including the Driveway and the sidewalk.
- F. The authority for the City to enter into this Agreement was approved by Resolution of the Mayor and Winston-Salem City Council on September ____, 2025

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the sufficiency and adequacy of which is hereby acknowledged, the parties hereto, and their respective successors, assigns, executors, administrators, and legal representatives, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals to this Agreement are incorporated herein and made a part of this Agreement to the same extent and the same effect as if fully set forth herein.
2. Definitions. For purposes of this Agreement, “Owner of the Property” shall mean the City of Winston-Salem and any successor fee owner of the Property. “Owner of the Truliant Parcel” shall mean Truliant and any successor fee owner of the Truliant Parcel.
3. Access Easements. The City, as grantor, hereby declares and grants to Truliant, as grantee, exclusive perpetual easements for (x) vehicular access, ingress, egress and regress across the Driveway and (y) pedestrian access over the sidewalk (collectively, the “Access Easements”).

4. Maintenance Easement. The City, as grantor, hereby declares and grants to Truliant, as grantee, a maintenance easement (the “Maintenance Easement”) over and across the balance of the Easement Area.
5. Use. In no event may the Owner of the Truliant Parcel use the Easement Area for any purpose other than (i) vehicular and pedestrian access and (ii) performing its maintenance obligations hereunder.
6. Maintenance Obligations. The Owner of the Truliant Parcel shall be solely responsible for maintaining the Driveway, the sidewalk and other improvements within the Easement Area in a safe and good working order. Additionally, the Owner of the Truliant Parcel shall maintain the balance of the Easement Area in a good and attractive condition, including, mowing grass areas and pruning trees which may pose a danger to the Driveway, sidewalk and/or decorative fencing or which impair visibility to the Improvements located on the Truliant Parcel. In the event that the Owner of the Truliant Parcel fails to properly maintain the Easement Area as required hereby, and such failure continues for more than thirty (30) days following delivery of written notice by the Owner of the Property to the Owner of the Truliant Parcel, upon not less than ten (10) days’ notice, the Owner of the Property shall have the right, but not the obligation, to undertake any such required maintenance and in such event, the Owner of the Truliant Parcel shall be obligated to reimburse the Owner of the Property for its out-of-pocket expenses in connection with any such work performed by or on behalf of the Owner of the Property.

Notwithstanding the foregoing, the City, regardless of whether it remains the Owner of the Property, shall be solely responsible for maintaining the traffic light at the intersection of the Driveway with Hanes Mall Boulevard including, all underground sensors. The City shall also be solely responsible for maintaining any painted lane directional signals along with any traffic signals located adjacent to the Driveway. In no event shall Truliant be obligated to install any additional lanes to the current Driveway configuration.

7. Release and Indemnification. The Owner of the Truliant Parcel, hereby releases and forever discharges the City, its officers, agents, and employees from any and all claims, demands, expenses, costs, and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of this Agreement, except those claims that result from the sole negligence of the Owner of the Property of its officers, agents, or employees acting within the scope of their employment. The Owner of the Truliant Parcel shall indemnify, defend, and hold harmless the Owner of the Property or its officers, agents, and employees from and against any and all claims, demands, expenses, costs, and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent, or reckless acts or omissions of Owner of the Truliant Parcel or its officers, agents, or employees arising out of this Agreement.
8. Insurance. The Owner of the Truliant Parcel shall maintain or cause to be maintained throughout the term of this Agreement, Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence and aggregate limits of not less than \$1,000,000, and shall require any contractor working on the Driveway to carry appropriate insurance, which shall include, without limitation, Commercial General Liability. All liability policies under this Section 6A shall name the City as an additional insured. Upon the City’s request, from time to time, the Owner of the Truliant Parcel shall provide the City with a certificate of insurance containing the above referenced coverages.
9. Assignment and Subletting. The easements, covenants and agreements set forth in this Agreement are intended to be and shall be construed as perpetual, pertinent easements and covenants running

with the title to the Property and the Truliant Parcel and inuring to the benefit of and enforceable by the Owner from time to time of each of the Property and the Truliant Parcel and their respective successors and assigns.

10. Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) via e-mail transmission (provided such is also sent by one of the other designated means), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall be deemed to have been given: (x) at the time of personal delivery, or (y) in the case of overnight delivery, one business day after depositing with the courier, postage prepaid. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the City:

City of Winston-Salem
Attn.: Aaron King, Assistant City Manager
P.O. Box 2511
Winston-Salem, NC 27102

With a copy to:

City of Winston-Salem
Attn.: T. Camille French, City Attorney
P.O. Box 2511
Winston-Salem, NC 27102

If to Truliant:

Truliant Federal Credit Union
Attn: General Counsel
3200 Truliant Way
Winston-Salem, NC 27103

With a copy to:

Blanco Tackabery & Matamoros, P.A.
Attn: George E. Hollodick
404 North Marshall Street
Winston-Salem, NC 27101

And to:

CCM Properties Five, LLC
453 S. Spring Street, Suite 400
Los Angeles, CA 90013
Attention: Mitchell Amsler
Email: mitchell@cucapitalmanagement.com

And to:

Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341
Attention: Christopher J. Pippett, Esq.
Email: cpippett@foxrothschild.com

11. Waiver. No course of dealing between the City and Truliant or any delay on the part of the City in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of the City hereunder, nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults, and no express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and only for the time and in the manner specifically stated.
12. Eminent Domain. In the event the City, or the North Carolina Department of Transportation, desires the Driveway to become a public right-of-way, the City, or the North Carolina Department of Transportation, shall thereafter assume all maintenance obligations with respect to the Driveway and the sidewalk and the Access Easements shall terminate and Truliant shall have no claims or rights against the City in connection with the termination thereof. Notwithstanding the foregoing, except to the extent agreed in a writing made by the Owner of the Property and the Owner of the Truliant Parcel which is recorded in Forsyth County Registry, the remainder of this Agreement shall remain in full force and effect.
13. Safety Rules. Truliant hereby acknowledges that it has reviewed and agrees to abide by the City's "Safety and Environmental Requirements for Contractors" located on the City's website (www.cityofws.org).
14. Ethics Policy. Truliant hereby acknowledges that it has reviewed and agrees to abide by the City's Ethics Policy located on the Procurement Guidelines page of the City's website (www.cityofws.org).
15. ADA, OSHA, and Equal Opportunity. Truliant shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.
16. E-Verify. Truliant and its agents, officers, employees, contractors, and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
17. Divestment from Companies that Boycott Israel. Truliant hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of N.C.G.S. § 147-86.80 et seq., and that it will not utilize on this Agreement any entity on said list.
18. Iran Divestment Act. Truliant hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran prepared pursuant to N.C.G.S. § 147-86.58 and that it will not utilize on this Agreement any entity on said list.
19. Public Records and Confidential Information. All non-confidential information and documents provided by Truliant to the City shall be treated as a public record under N.C.G.S. § 132-1 et seq. All information or documents provided by Truliant to the City and marked as "confidential" or with a similar designation under N.C.G.S. § 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of Truliant if it meets the criteria outlined in N.C.G.S. § 132-1.2 (1)(a through d). However, to the extent allowed by applicable law, Truliant hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. Truliant agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that Truliant has designated as confidential pursuant to N.C.G.S. § 132-1.2.

20. Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.
21. Nature and Extent of Agreement. This instrument constitutes the complete agreement of the parties regarding the terms and conditions of this Agreement, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. Each party hereto acknowledges that in executing this Agreement, it has carefully reviewed and had the opportunity to review the terms of this Agreement with counsel of its choice and is fully aware of the extent of its rights and obligations under this Agreement, without any duress or undue influence being imposed on such party. The text of this Agreement is the product of negotiation among the parties hereto and is not to be construed as having been prepared by one party against the other but shall be construed as if all parties hereto jointly prepared this Agreement. The language of this Agreement shall not be construed presumptively against any of the parties to this Agreement. The laws of the State of North Carolina shall govern the validity, interpretation, performance, and enforcement of this Agreement, and the venue for any litigation arising hereunder shall lie exclusively in Forsyth County Superior Court in Forsyth County, North Carolina.
22. Binding Effect. Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns during the Term.
23. Sale of the Property and/or Truliant Parcel. In the event of any sale or the fee simple interest in either the Property or the Truliant Parcel, the grantor in such transaction shall be released of all further duty, liability and obligation hereunder and the grantee shall become obligated for the duties, liabilities and obligations of the grantor immediately upon recordation of the deed.
24. Non-Discrimination Ordinance.
- A. As a condition of entering into this Agreement, Truliant represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, Truliant shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, , political affiliation, or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the services set forth herein, and the solicitation, selection, hiring, or treatment of its sub-grantees/subcontractors, vendors, or suppliers (collectively "subcontractors"), if any, in connection with this Agreement or contract solicitation process if applicable, nor shall Truliant retaliate against any person or entity for reporting instances of such discrimination. Truliant shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this Agreement, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Truliant understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Truliant from participating in City contracts, or other sanctions.

- B. As a condition of entering into this Agreement, Truliant agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that Truliant has used under this Agreement, including the total dollar amount paid by Truliant on each subcontract or supply contract. Truliant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy and to provide any documents relevant to such investigation that are requested by the City. Truliant agrees to provide to the City, from time to time on the City's request, payment affidavits detailing the amounts paid by Truliant to subcontractors and suppliers in connection with this Agreement within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this Agreement shall infringe upon the rights of Truliant afforded by state or federal law.
25. Prior Easement. Nothing in this Agreement shall modify the permanent sign easements granted in the Prior Easement, which permanent sign easements shall remain appurtenant to the title to the Truliant Parcel.
26. Miscellaneous. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby. Whenever in this Agreement it is provided that any document or matter is to be satisfactory to a party or may be required by a party, it shall be deemed to mean reasonably satisfactory or reasonably required. Unless expressly provided for in this Agreement, any approval or consent of a party required hereunder shall not be unreasonably (in an ordinary business sense) withheld. This Agreement may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge, or termination is sought. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

[remainder of page left blank intentionally, separate signature pages follow]

**SEPARATE SIGNATURE PAGE TO
ACCESS EASEMENT AND MAINTENANCE AGREEMENT**

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

CITY OF WINSTON-SALEM:

By: _____ (SEAL)
W. Patrick Pate, City Manager, or
Aaron King, Assistant City Manager

ATTEST:

By: _____
Jayme Waldeck, City Clerk or
Tatiana Banner, Deputy City Clerk

**This instrument has been pre-audited in the manner
required by the Local Government Budget and Fiscal Control Act.**

Date: _____

By: not required
Kelly Latham, CFO, or
DP Singla, Deputy CFO

Approved as to form and legality.

Date: _____

By: _____
T. Camille French, City Attorney, or
Anargiros N. Kontos, Deputy City Attorney

EXHIBIT A
[Depiction of Easement Area]

