



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

**Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING**

DATE OF REQUEST: October 28, 2016

FROM: DBF

MEETING DATE REQUESTED: November 7, 2016

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Vacant Land Sales Contract for purchase of approximately two acres at the former Crabtree School site between the County and the Haywood County School Board.

REQUEST: Approve \$100,000.00 for the purchase of approximately two acres at the former Crabtree School site to move the Hwy 209 Convenience Center.

Staff, Administration and County Commissioners has been searching to relocate the Hwy 209 Convenience Center for eight years.

The County has reviewed about 18 properties and had worked through due diligence on a few of the properties only to find they were not suitable sites.

I recommend this site due to improved safety for the citizens. The site will be easier to use and will be constructed for future growth.

IMPLEMENTATION PLAN: Site will be surveyed and closing by November 15, 2016 .

FINANCIAL IMPACT STATEMENT: Contingency funds from the Solid Waste budget.

PERSON MAKING PRESENTATION AT MEETING: DBF

TITLE SWAT

PHONE NUMBER: 828 356 2602

E-MAIL: dbfrancis@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

North Carolina
Haywood County

VACANT LAND SALES CONTRACT

THIS VACANT LAND SALES CONTRACT, made and entered into this the ___ day of October 2016 between the Parties hereinafter named:

NOW THEREFORE, for good and valuable consideration running to each of the Parties hereinafter named from the other, the receipt of which is hereby accepted, Buyer agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the Real Estate herein described according to the following terms and conditions:

1. THE PARTIES: Buyer and Seller are collectively hereinafter referred to as the "Parties" and individually as a "Party".

Buyer(s): HAYWOOD COUNTY, a body politic and corporate, and a political subdivision of the State of North Carolina

Seller(s): HAYWOOD COUNTY CONSOLIDATED SCHOOL SYSTEM BOARD OF EDUCATION

2. THE REAL ESTATE: The term "Real Estate" shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate described on Exhibit "A" attached hereto and made a part hereof to this Contract. It is agreed between the Parties, that upon completion of the plat of survey for the Real Estate to be conveyed, the legal description resulting therefrom shall be attached as a replacement to and in lieu of the current version of Exhibit A, and initialed as an amendment to this Contract by the Parties.

3. PURCHASE PRICE: The Purchase price for the Real Estate is \$100,000.00 and is conditional on the approval of this Contract by the Haywood County Board of Commissioners and the Haywood County School System on or before November 15, 2016 and shall be paid by Buyer as follows: (i) initial refundable earnest money of \$1,000.00 by check delivered to Seller for the executed Contract, and the (ii) balance in accordance with Paragraph 12 hereof.

4. CLOSING: The closing under this Contract (the "Closing") shall take place within sixty (60) days from the date of signing; subject to satisfactory completion of Inspections/Due Diligence by Buyer. Both parties tentatively set November 30, 2017 as the closing date.

5. LEASED PROPERTY: Seller warrants that the Real Estate is not currently leased, or contains options to purchase or rights of first refusal.

6. POSSESSION: Seller agrees to vacate and surrender possession of the Real Estate at the Closing, provided, however, that as a condition to this Contract.

7. PRORATIONS: There are no real estate taxes payable and due.

8. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and the following attachments: Exhibit "A" (Legal Description of the Real Estate).

OTHER CONDITIONS:

- A. Approval of the purchase contract by the Haywood County Board County of Commissioners.
- B. Approval by the Haywood County Consolidated School System Board of Education.
- C. Buyer will bear all cost and expenses to replace the septic system and repair or replace the piping for the stream
- D. Buyer will erect a privacy fence to the standards of the Town of Waynesville and place a vegetative buffer along the side nearest to the school and along Hwy 209.
- E. Seller shall grant a joint easement for an open road right-of-way for ingress and egress. This easement will be an expansion of the existing driveway entrance from Hwy 209 of a width no less 65 feet than which shall be for the Parties joint use, said easement will be to the property being acquired.
- F. Buyer at their expense will expand the lower entrance to the NCDOT requirements. Buyer will maintain the driveway from Hwy 209 to the acquired property.
- G Seller will convey any remaining interest in the property the Seller may have in the property in as described in Exhibit A along Hwy 209 between the present driveway to the SW property line of the McGrit tract. Said property previously having been acquired by the NCDOT.
- H. Buyer will erect an additional gate as to a location to be determined by Seller.
- I. Buyer will provide vector control if necessary.
- J. Deed will be prepared from a current survey to be obtained by the Buyer.

GENERAL CONDITIONS

9. INSPECTIONS/DUE DILIGENCE: Seller agrees to allow Buyer's inspectors reasonable access to the Real Estate upon reasonable notice and to give Buyer's inspectors permission to perform tests of the Real Property if such inspections and the tests are reasonably necessary to satisfy the contingencies of this Contract. Buyer agrees to promptly provide copies of all such inspection and test reports to Seller. Furthermore, Buyer agrees to promptly restore the Real Property to its original condition and agrees to be responsible for any damage occurring as a result of the performance of such inspections or tests. Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections and tests on the property. Buyer's contractual obligations hereunder shall be subject to obtaining satisfactory results from the various inspections to be performed as authorized hereunder.

10. NOTICE: All notices required hereunder shall be in writing and shall be served by one Party or its attorney to the other Party or its attorney at their respective addresses. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- a. By personal delivery of such notice; or
- b. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested, except as otherwise provided herein, notice served by certified mail, shall be effective two (2) days after the date of mailing.

11. THE DEED: Seller shall convey or cause to be conveyed to Buyer, or Buyer's designee, good and merchantable title to the Real Estate by recordable Warranty Deed, (the "Deed") describing the Real Estate according to a new survey to be obtained by and paid for by the Buyer, subject to approval of Seller, and with real estate transfer stamps to be paid by Buyer. Title, when conveyed, will be good and valid, subject only to:

(a) general real estate taxes not due and payable at the time of closing; (b) building, building lines and use or occupancy restrictions covenants and conditions of record; (c) zoning laws and ordinances; (d) visible public roads and highways and easements therefore; (e) easements for public utilities; (f) drainage ditches, feeders, laterals and drain title, pipe and other conduit; (g) existing leases and tenancies; (h) acts of Grantees; (i) title exceptions set forth in Schedule B of such Title Insurance Policy or commitment for title insurance as might be obtained by the Buyer.

12. PURCHASE PRICE; CLOSING EXPENSES: The balance of the purchase price shall be paid as follows at Closing: \$99,000.00 via certified check, official bank

check or cashier's check, shall be paid to Seller. Buyer shall pay excise taxes on the sale. Buyer shall pay all respective closing expenses.

13. GOVERNMENTAL COMPLIANCE: Parties agree to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED.

Date of Offer: _____

Buyer:

HAYWOOD COUNTY, a body politic and corporate, and a political subdivision of the State of North Carolina

BY: MARK S. SWANGER, Chairman

Attest:

IRA L. DOVE, Clerk
Haywood County Board of Commissioners

Seller:

HAYWOOD COUNTY CONSOLIDATED SCHOOL SYSTEM BOARD OF EDUCATION

BY: CHARLES H. FRANCIS, Chairman

Attest:

ANNE G. GARRETT, Secretary

Exhibit A

BEING a portion of that certain tract located adjacent to the Crabtree Ironduff Volunteer Fire Department, Inc. tract as described on that plat to be prepared by a registered land surveyor to be obtained by the Buyer.

A general description that both parties hereto agree upon until the survey is completed is as follows:

At the southern west corner of the property described in Place Cabinet C Slot 6258 (Deed Book 649, Page 130, Haywood County Registry) and running approximately 120.03 feet to the NE corner of Haywood County Consolidated property (Deed Book 158, Page 419, Haywood County Registry). Thence running NW approximately 380.4 feet following a stream to a point being the NW corner. Thence running approximately 389.6 feet SW to a point being the SW corner. Thence NE 325.88 feet to a point and thence NE 70.25 feet to the point and place of BEGINNING.

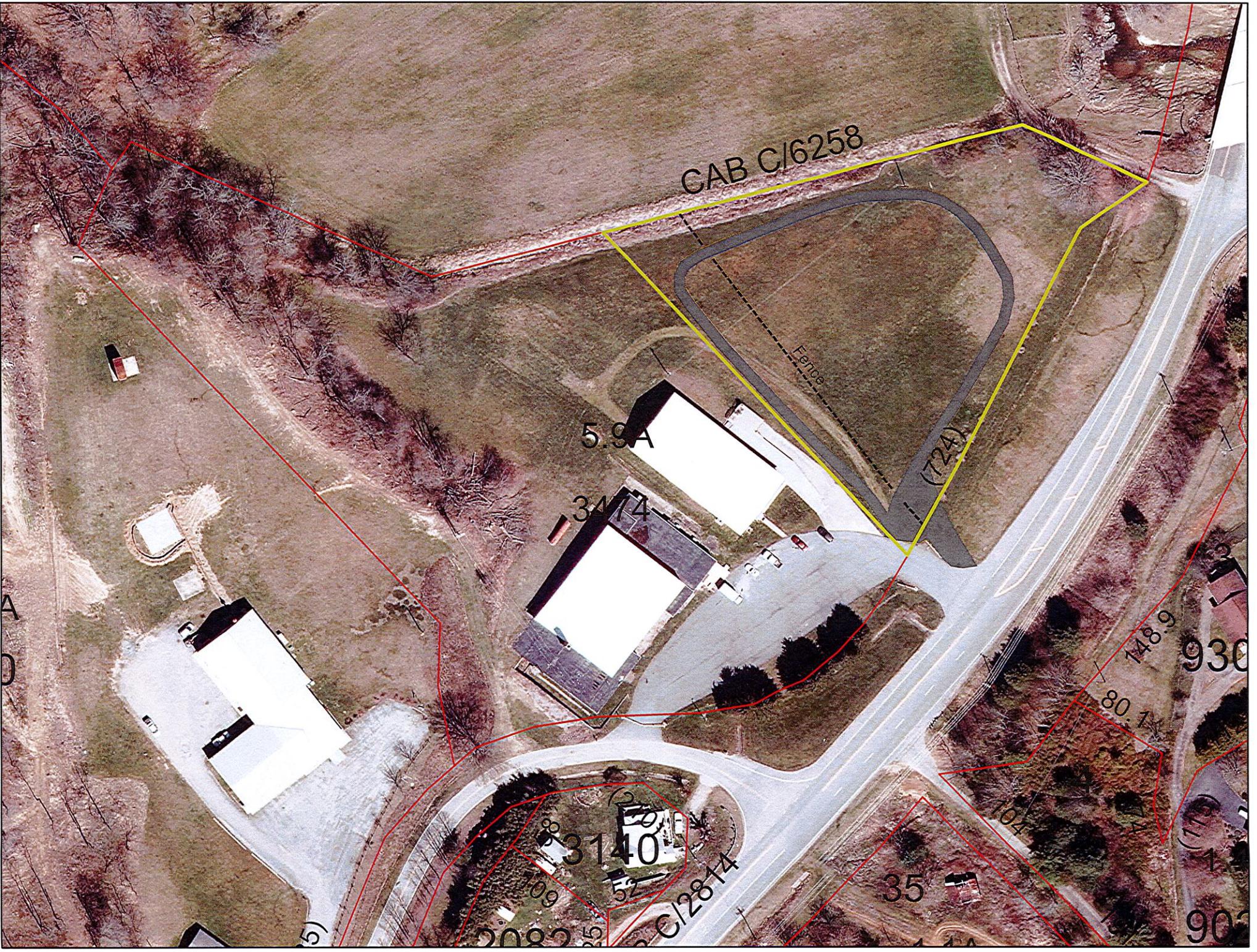
Containing approximately 2.0 acres more or less.

TOGETHER WITH and SUBJECT TO those road rights of way and other easements of record.

TOGETHER WITH and SUBJECT TO Easement Agreement for right of way being recorded in Deed Book _____, Page _____, Haywood County Registry.

Being a portion of the property conveyed by that Judgment in a condemnation proceeding by Haywood County Board of Education against Susie Noland and others recorded in Book 100, Page 5, Haywood County Registry and Deed by Susie Noland Messer, Guardian and Commissioner to Board of Education of Haywood County, North Carolina recorded in Deed Book 129, Page 504, Haywood County Registry and Deed from Charles Noland and wife, Lucy Noland to Board of Education of Haywood County recorded in Deed Book 142, Page 473, Haywood County Registry.

BEING a portion of that 5.906 acre parcel of land more or less (Parcel Number 8639-05-3474) described in Judgment filed in Book 100, Page 5 and Deeds filed in Deed Book 129, Page 504, and Deed Book 142, Page 473, Haywood County Registry.



CAB C/6258

5.9A

3174

(724)

Fence

A
D

148.9

930

80.1

104

3140

35

C/2874

90

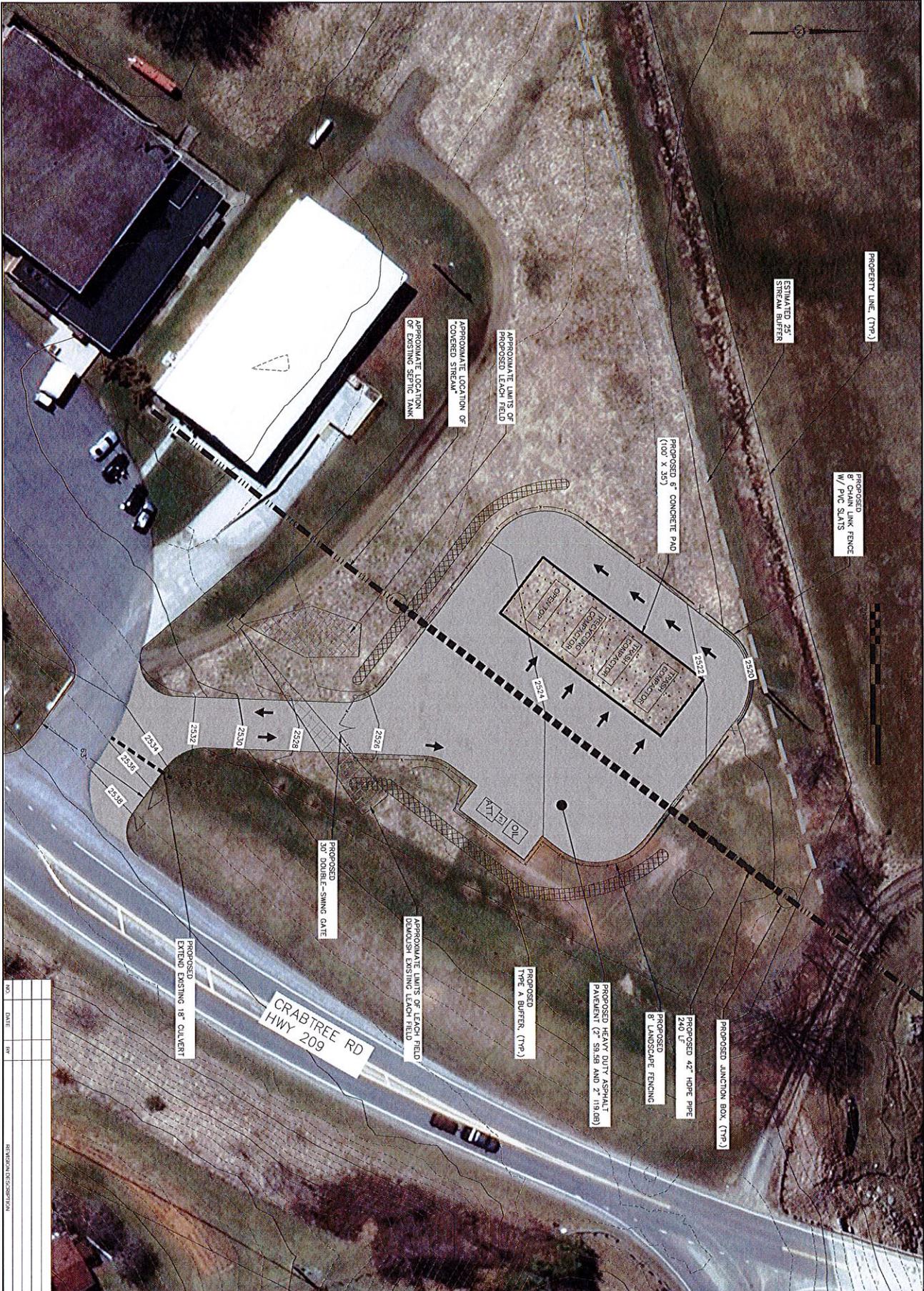
(5)

2082

109

52

(77)



NO.	DATE	BY	REVISION/DESCRIPTION

SHEET
C-101

CONCEPTUAL SITE PLAN

JOB NO. 16/0012
 DATE: SEPTEMBER, 2016
 DESIGNED BY: ANW
 CADDED BY: ANW
 DESIGN REVIEW: _____
 CONST. REVIEW: _____
 FILE NAME: 16/0012 - Crabtree Convenience Center opt 2.dwg

CRABTREE CREEK CONVENIENCE CENTER
HAYWOOD COUNTY
 HAYWOOD COUNTY, NORTH CAROLINA

FOR REVIEW ONLY

McGill
 ASSOCIATES
 ENGINEERING-PLANNING-FINANCE
 25 BROAD STREET ASHEVILLE, NC 28801 PH: (623) 252-6875 FAX LICENSE # C-04459