

A G E N D A
Perquimans County Board of Commissioners
REGULAR WORK SESSION
Commissioners' Room - Courthouse Annex
August 18, 2014
7:00 p.m.

- I. **Call to Order**
- II. **Prayer**
- III. **Work Session**
 - A. Dr. Dwayne Stallings, Athletic Complex
 - B. S-Bridge Position
 - C. Minimum Housing Ordinance
 - D.
 - E.
 - F.
- IV. **Adjournment**

NOTES
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- III.A. **Enclosure.** Dr. Stallings will appear before the Board to discuss the Athletic Complex.

- III.C. At your August 4, 2014 meeting, Muriel Harmon and Sara Winslow asked for the Board to take a position on the S-Bridge. If you wish to look at the signed petition, Mary Hunnicutt will be happy to provide you a copy.

- III.D. The Board will resume discussion of the Minimum Housing Ordinance.

OPTION TO REQUIRE TRANSFER OF REAL PROPERTY

Tax Parcel: 3-0050-00013

State of North Carolina, County of Perquimans

THIS OPTION TO REQUIRE TRANSFER OF REAL PROPERTY, made this _____ day of February, 2010, between Perquimans County Board of Education, a body politic (hereinafter referred to as "Grantee") and William P. Nixon, Jr., and wife, Sandra H. Nixon (hereinafter referred to as "Grantor").

WITNESSETH:

That the Grantor, for a valuable consideration as hereinafter stated, does hereby give and grant unto the Grantee, assigns or successors in interest, the exclusive right and option to require transfer of that certain tract of land located in Perquimans County, North Carolina, and more particularly described as follows:

Being a portion (Tract 3) of that property described in Deed Book 108, Page 320, in the Perquimans County Public Registry, containing 33.25 acres, more or less, having a PIN: 3-0050-00013, and being a portion of that property described and delineated on that plat entitled in part, "William P. Nixon, Jr. & Sandra H. Nixon," dated July 23, 1984, prepared by S. Elmo Williams, Registered Land Surveyor, which plat is recorded in Plat Cabinet 1, Slide 131, in the Perquimans County Public Registry (hereinafter referred to as the "Property").

The terms and conditions of this Option are as follows:

1. This Option shall be for a period of five (5) years, extending from the date of this Option and terminating sixty (60) months thereafter.
2. Should the following conditions be met the Grantor agrees to convey the Property to Grantee upon the exercise of said Option:
 - (a) That the Property is to be used for an athletic complex for the Perquimans County High School to be constructed by Grantee. The construction of said athletic complex must be commenced within the five (5) year Option period. The Grantee shall obtain the obligation, commitment, or pledge of the funds necessary to complete the construction of the athletic complex, including but not limited to the construction of the football field, stadium, football practice fields, and track.
 - (b) Prior to any conveyance by Grantor, Grantee shall have provided to Grantor the final and complete plans for the construction of these facilities. Such plans must be in accordance with the conditions agreed upon by Grantor and Grantee and include all of the following: football field, stadium (including bleachers, field house, concessions, and restrooms), football practice fields, track, soccer field, soccer practice field, tennis courts, and a perimeter fence enclosing all of the facilities.
 - (c) The existing baseball field at Perquimans County High School must be renamed in recognition of Jim Hunter.
 - (d) Grantor hereby agrees that the athletic complex may be constructed in phases, but the football field and football practice fields must be constructed first.

- (c) That the Gift/Grant of Grantor will be recognized by naming the athletic complex, "Nixon Athletic Complex". The Grantee further agrees to execute any documentation of Grantor to recognize the Grant/Gift for tax purposes.

3. Upon exercise of this option, which exercise shall be by delivery of written notice to Grantor at 2 Jasmine Court, Wrightsville Beach, NC 28480 within the option period, the Grantor shall execute and deliver to the Grantee a North Carolina General Warranty Deed conveying title to the property free and clear of all encumbrances, except ad valorem taxes for the year in which the property is conveyed, which taxes shall be prorated on a calendar year basis to the date of final settlement, zoning regulations, restrictive covenants and easements of record, if any, and such other conditions as are stated herein.

4. Upon the execution of this Option, the Grantor will permit Grantee, its agents or representatives, at Grantees's expense and at reasonable times to enter upon the Property for the purpose of inspecting, examining, soil boring and other testing, and surveying the Property. Grantee shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property. Grantee assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and to the extent permitted by law, agrees to indemnify and hold Grantor harmless from any damages resulting therefrom.

5. This option agreement shall be interpreted and construed under the laws of the State of North Carolina, and time shall be considered of the essence.

6. This Option constitutes the sole and entire agreement of the parties hereto and no modification of this Option shall be binding unless in writing and signed by all parties hereto.

7. This Option may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement.

8. Neither Grantor nor Grantee shall record this Option without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. The parties hereto agree to execute a Memorandum of this Option for recording purposes.

9. This Agreement shall be binding upon the Grantor's heirs, executors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate originals effective the day and year first above written.

[REST OF PAGE INTENTIONALLY BLANK -
SIGNATURES ON FOLLOWING PAGE]

Grantor:

[Signature] (SEAL)
William P. Nixon, Jr.

Date: 2-11-10

[Signature] (SEAL)
Sandra H. Nixon

Date: 2-11-10

State of North Carolina, County of New Hanover

I, a Notary Public, of the County of New Hanover, and State aforesaid, certify that William P. Nixon, Jr., and wife, Sandra H. Nixon, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 11th day of February, 2010.

[Signature]
Notary Public -

(AFFIX NOTARY SEAL)

My commission expires: 04/29/2013

A. FRANCINE MITCHELL SKINNER
NOTARY PUBLIC
NEW HANOVER COUNTY, NC
My Commission Expires 04/29/2013

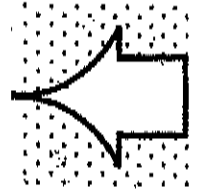
Grantee

Perquimans County Board of Education, a body politic

By:

Wallace E. Nelson, Authorized Signatory

Date: February 22, 2010



State of North Carolina, City/County of Perquimans

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Wallace E. Nelson, Authorized Signatory of Perquimans Board of Education, a body politic.

Date: February 22, 2010.

Mary Kay Peele
Notary Public -



(Official Seal)

My commission expires: September 29, 2010

