

COUNTY OF STOKES

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ADMINISTRATION

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January 8, 2020

**To: Chairman and Members
Stokes County Board of Commissioners**

Re: Green Box Site, Hwy. 89, Walnut Cove

From: Jake M. Oakley, County Manager

Over the past several months we have been able to move forward with acquiring the necessary property for restructuring the Walnut Cove Green Box Site with all parties involved as discussed in the budget meetings. Attached you will see the Purchase Agreement signed by the Hibner's. At the present time I am working out a meeting time with Ms. Ball to have the purchase agreement signed which I hope to have prior to the meeting on Monday. Maps of the property and a preliminary drawing from Peterson / Gordon Architects are attached. As soon as all parties are in agreement, the Deeds will be recorded and construction phase will begin.

I am requesting that the Board move forward with the purchase of this property to facilitate the work that needs to be completed at the Walnut Cove Green Box Site, easing the pressure that this site is having with traffic flow.

Sincerely,

Jake M. Oakley
County Manager

ORIGINAL

OFFER TO PURCHASE AND CONTRACT

COUNTY OF STOKES, as Buyer, hereby offers to purchase and **KEITH E. and wife, JEANNE C. HIBNER** as Sellers, upon acceptance of said offer, agree to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as is listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the Stokes County, NC, parcel #6964-03-12-8496 (0.77 acres more or less), for a community solid waste recycling facility. Reference is hereby made to the attached Map showing the proposed site.

2. FIXTURES: N/A

3. PERSONAL PROPERTY: N/A:

4. PURCHASE PRICE AND TERMS OF PURCHASE: The total sales price is **\$9,000.00** for tract being 0.77 acres. **No earnest money deposit shall be required.**

(a) The Buyer will have six months from the execution of this Agreement to determine if the site is acceptable for the Buyer's intended use. During said period the Buyer shall have the right of access to the property for the purpose of determining if the site is suitable for Buyer's use. If Buyer determines, within its sole uncontrolled discretion, that the site is not suitable for Buyer's use, then Buyer shall notify Seller of such prior to the expiration of the six-month period. If the site is not suitable for Buyer's use, then this contract shall terminate. If the site is suitable for Buyer's use, then Buyer shall close on the purchase within 30 days after the expiration of the six-month period.

(b) The Sellers are also conveying to the Buyer the right to access the property and to install and maintain utilities to the site along the easements shown on the attached Map. No other rights to any of the surrounding real property are being conveyed by the Sellers.

(c) The Buyer agrees to pay all costs for the title work, deed preparation, recording fees, and revenue stamps. Title shall be delivered by the Sellers at closing by General Warranty Deed, free and clear of any encumbrances or assessments. There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for intended. All deeds of trust, liens and other charges against the Property must be paid and satisfied by Sellers prior to or at closing such that cancellation may be promptly obtained following closing. Sellers shall remain obligated to obtain any such cancellations following closing.

(d) The Sellers warrant that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, and no owner's association special assessments, except as follows: **None**

(e) Ad valorem taxes on the real property in this agreement shall be paid by the County of Stokes for the calendar year 2020. The following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be paid by the county at date of closing; (b) All late listing

date of closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of closing; (e) Owners' association dues, and other like charges, shall be prorated through the date of closing.

(f) Sellers agree to use their best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

(g) Sellers will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

(h) Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer to Buyer title on or before July 22, 2020, at a site determined by the Buyer. The deed is to be made to the County of Stokes. Unless otherwise provided herein, possession shall be delivered at closing.

(i) This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Sellers and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

(j) This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. This offer shall be a binding contract when signed by both Buyer and Sellers. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word ASEAL® beside their signatures below.

DATE: January 7, 2020

BUYER: County of Stokes

(SEAL)

DATE: January 7, 2020

SELLERS: Keith E. and wife, Jeanne C. Hibner

(SEAL)

STATE OF NORTH CAROLINA
STOKES COUNTY

I, Tracy J Aaron, Notary Public of the County and State aforesaid, certify that
Jake Oakley for the County of Stokes personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 17th day of January, 2020.

Tracy J Aaron

Notary Public

My commission expires March 4, 2023



STATE OF NORTH CAROLINA
STOKES COUNTY

I, Tracy J Aaron, Notary Public of the County and State aforesaid, certify that
Keith E. Hibner
Jeanne C. Hibner the property owner personally appeared before me this day and
acknowledged the execution of the foregoing purchase agreement

Witness my hand and official seal this 17th day of January, 2020.

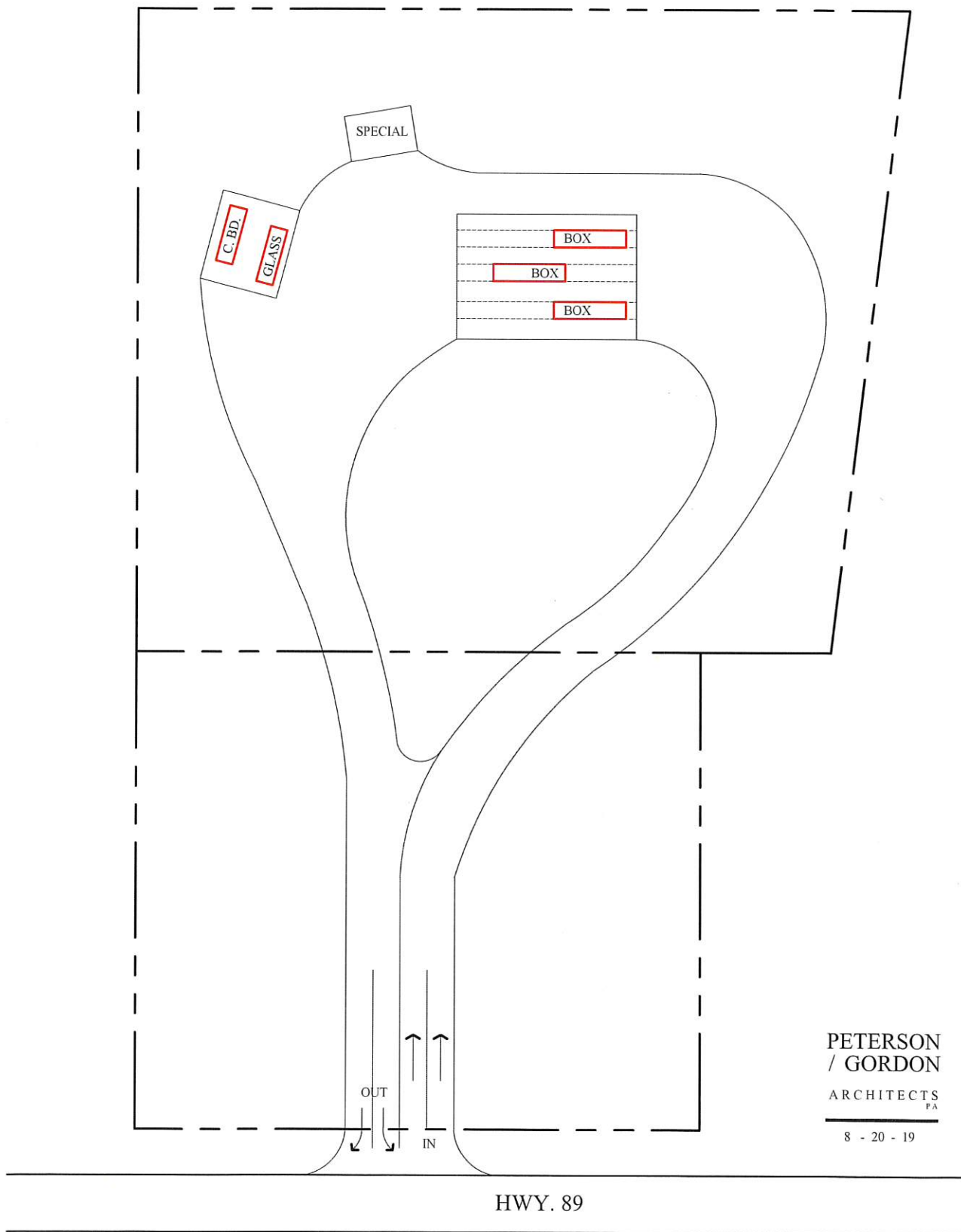
Tracy J Aaron

Notary Public

My commission expires March 4, 2023







PETERSON
/ GORDON
ARCHITECTS
PA
8 - 20 - 19

GREENBOX/ RECYCLING CENTER
SCALE 1" = 40'