

**RESOLUTION OF THE TOWN OF ROBBINS BOARD OF COMMISSIONERS
AUTHORIZING THE UPSET BID PROCESS WITH RESPECT TO THE SALE
OF THE OLD ROBBINS POLICE STATION BUILDING**

WHEREAS, the Town of Robbins (the “Town”) owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as “Lot 1A” on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the “Premises”); and

WHEREAS, N.C. Gen. Stat. § 160A-269 authorizes the Town to sell real property using the upset bid process; and

WHEREAS, the Town has received an offer from Northern Moore Family Resource Center, Inc. (“NMFRC”) to buy the Premises for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises will be subject to a Use Agreement, which shall be in substantially the same form as the draft agreement attached hereto as Exhibit A; and

WHEREAS, the Robbins Board of Commissioners intends to authorize the sale of the Premises through the upset bid procedure;

NOW, THEREFORE, be it resolved by the Robbins Board of Commissioners the following:

Section 1. The Robbins Board of Commissioners intends to sell the Premises to NMFRC for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises shall be subject to a Use Agreement substantially in the form of the document attached hereto as Exhibit A.

Section 2. Upon receipt of the required deposit of One 00/100 Dollar (\$1.00), the Town Clerk shall cause notice of the proposed sale to be published in *The Pilot* newspaper as required by G.S. § 160A-269. The notice shall contain a general description of the Premises; the amount and terms of the offer, including the stipulation that any and all upset bidders must consent to the bound to a Use Agreement substantially in the form of the draft document attached hereto as Exhibit A; and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the Town Clerk five percent (5%) of the increased bid, and the Clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may at any time reject any and all offers.

Section 3. The Town of Robbins makes **no** warranties regarding the Premises whatsoever, including, but not limited to, (1) any warranties as to the existence of any possible environmental contaminants located on the Premises and (2) any warranties as to

the fitness of the Premises for any use. Further, the Town shall convey the Premises by special warranty deed in as-is, where-is condition.

Adopted this on the 10th day of October, 2024.

Ayes: _____

Noes: _____

Absent or Excused: _____

Cameron Dockery, Mayor

ATTEST:

Jessica C. Coltrane, CMC, Town

EXHIBIT A

USE AGREEMENT

THIS USE AGREEMENT (the “Agreement”) is executed this ___ day of _____, 2024, entered into by the Town of Robbins, a North Carolina municipal corporation (the “Town”), and Northern Moore Family Resource Center, Inc., a North Carolina nonprofit corporation (“NMFRC”).

RECITALS

WHEREAS, the Town owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as “Lot 1A” on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the “Premises”). A true and accurate copy of said plat is attached hereto as Exhibit A;

WHEREAS, NMFRC is nonprofit organization seeking to provide multiple public services, for which the parties acknowledge there is a significant need for the Town of Robbins and northern Moore County; and

WHEREAS, the Town intends to convey the Premises in fee simple to NMFRC for One 00/100 Dollar (\$1.00) and for other good and sufficient consideration as described herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

TERMS

1. **Conveyance of the Premises:**

- A. The parties acknowledge that the conveyance of the Premises is subject to the North Carolina State law governing the disposition of municipal real property and that the Town intends to comply with and use the upset bid process set forth in N.C. Gen. Stat. § 160A-269 and all other applicable statutes. The parties further acknowledge that any upset bid received by a party other than NMFRC shall be required to incorporate restrictions on the use of the Premises that are substantially similar to the restrictions set forth in this Agreement.
- B. The deed conveying the Premises shall include by reference or as an attachment thereto a copy of the executed Use Agreement. If the Use Agreement is not attached to and made part of the deed of conveyance, it shall be recorded separately in the Moore County Registry.

2. **Term:** This Agreement shall be effective for a period of twenty (20) years, which term shall commence upon the date the Premises are conveyed from the Town to NMFRC.

3. **Use of the Premises:**

- A. During the term of this Agreement, the Premises shall be exclusively used for the following activities:

- i. Head-start educational programming;
 - ii. Other educational programming, including but not limited to programming for adults;
 - iii. Community enrichment, including but not limited to afterschool programming;
 - iv. Health care services;
 - v. Poverty alleviation and support for working families; and
 - vi. All administrative, custodial and/or kitchen activities that are typically associated with the uses listed herein.
- B. NMFRC has represented to the Town that upon conveyance of the Premises to NMFRC the following community partners, along with NMFRC, shall provide services from the Premises:
- i. The Boys and Girls Club of the Sandhills,
 - ii. The Moore Free and Charitable Clinic, and
 - iii. The Sandhills/Moore Coalition for Human Care.

Within thirty (30) days of the execution of this Agreement, NMFRC shall provide the Town written commitments from each of these named organizations confirming that they will be partnering with NMFRC and providing services from the Premises;

- C. The use of the Premises for any purpose other than those listed in this Agreement and by any organization other than those listed herein must be approved in advance by the Robbins Board of Commissioners, which approval shall not be unreasonably withheld.
- D. Upon conveyance of the Premises, NMFRC shall be solely and entirely responsible for all daily and long-term operational needs (including, but not limited to, the provision of all supplies and materials necessary for programming on site), maintenance, and repairs associated with the Premises and the programming being conducted on site. Upon conveyance of the Premises, the Town shall have no responsibility whatsoever for any operational needs associated with or maintenance and repair of the Premises.

4. **Access:** NMFRC shall permit the Robbins Town Manager, or designee, to inspect the Premises at any time during normal business hours. The scope of the inspection shall be limited to confirming that the Premises are being used in compliance with the terms of this Agreement.

5. **Termination:** This agreement shall expire automatically at the end of the twenty (20) year term set forth in Section 2. The Agreement may be terminated prior to the expiration of the term only by written consent of both parties.

6. **Default; Clawback and Other Remedies:**

- A. If the Town determines NMFRC is in material breach of the terms of this Agreement, it shall provide written notice of said breach, and NMFRC shall have thirty (30) days to cure the breach.
- B. If NMFRC fails to timely cure a material breach, fee simple title to the Premises shall immediately and automatically revert to the Town. Further, any subleases or use agreements that the NMFRC may have with its community partners, other entities, or

with individuals for the use of the Premises shall automatically and immediately be null and void.

C. The Town may use any and all remedies available to it at equity and law to enforce the terms of this Agreement, including but not limited to the remedy of specific performance, and should the Town prevail in any legal action or proceeding whatsoever, it shall be entitled to an award of its reasonable costs and expenses, including but not limited to attorney's fees.

7. **Binding Effect:** This Agreement shall be binding on the parties, their successors, assigns, and lessees.

8. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the NMFRC. If a dispute cannot be resolved informally, either party may initiate litigation in the appropriate court of law, including the Moore County Courts or the North Carolina Middle District of the United States District Court.

9. **Notice:** Notices required by this Agreement shall be provided in writing or by email, with delivery receipt, to the following persons and addresses:

Town of Robbins
c/o Mr. Clint Mack, Manager
101 N. Middleton St.
Robbins, NC 27325
manager@townofrobbins.com

Northern Moore Family Resource Center, Inc.

Either party may change the notice address at any time by providing written notice of the change to the other party.

10. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

In witness whereof, the parties have set their hands and official seals, the day and year first written above.

THE TOWN OF ROBBINS

**NORTHERN MOORE FAMILY
RESOURCE CENTER, INC.**

By: _____
Cameron Dockery, Mayor

By: _____
Print Name: _____
Title: _____

Attest: _____
Jessica Coltrane,
Town Clerk

Attest: _____
Print Name: _____
Title: _____

[SEAL]

[SEAL]

EXHIBIT A

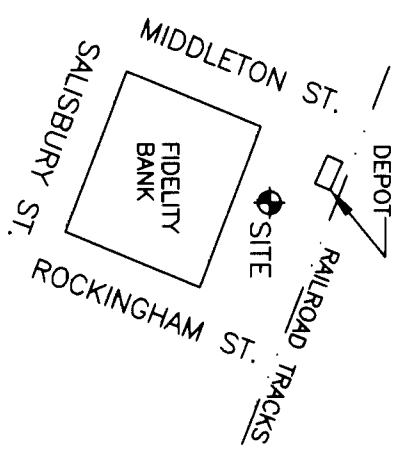
449

PLAT CABINET 17 SLIDE 449 2011 AUG 21 P 4:50
 2011 AUG 21 P 4:50

MRS. JUDY D. MARTIN
 REGISTER OF DEEDS - MOORE COUNTY
 CARRHAGE, NORTH CAROLINA 28327

I, Theresa M. Thompson, REVIEW OFFICER OF MOORE COUNTY, CERTIFY THAT
 THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
 REQUIREMENTS FOR RECORDING.
 DATE 8/21/17
Theresa M. Thompson
 REVIEW OFFICER

MB. 1 PAGE 75



VICINITY MAP NOT TO SCALE

LEGEND

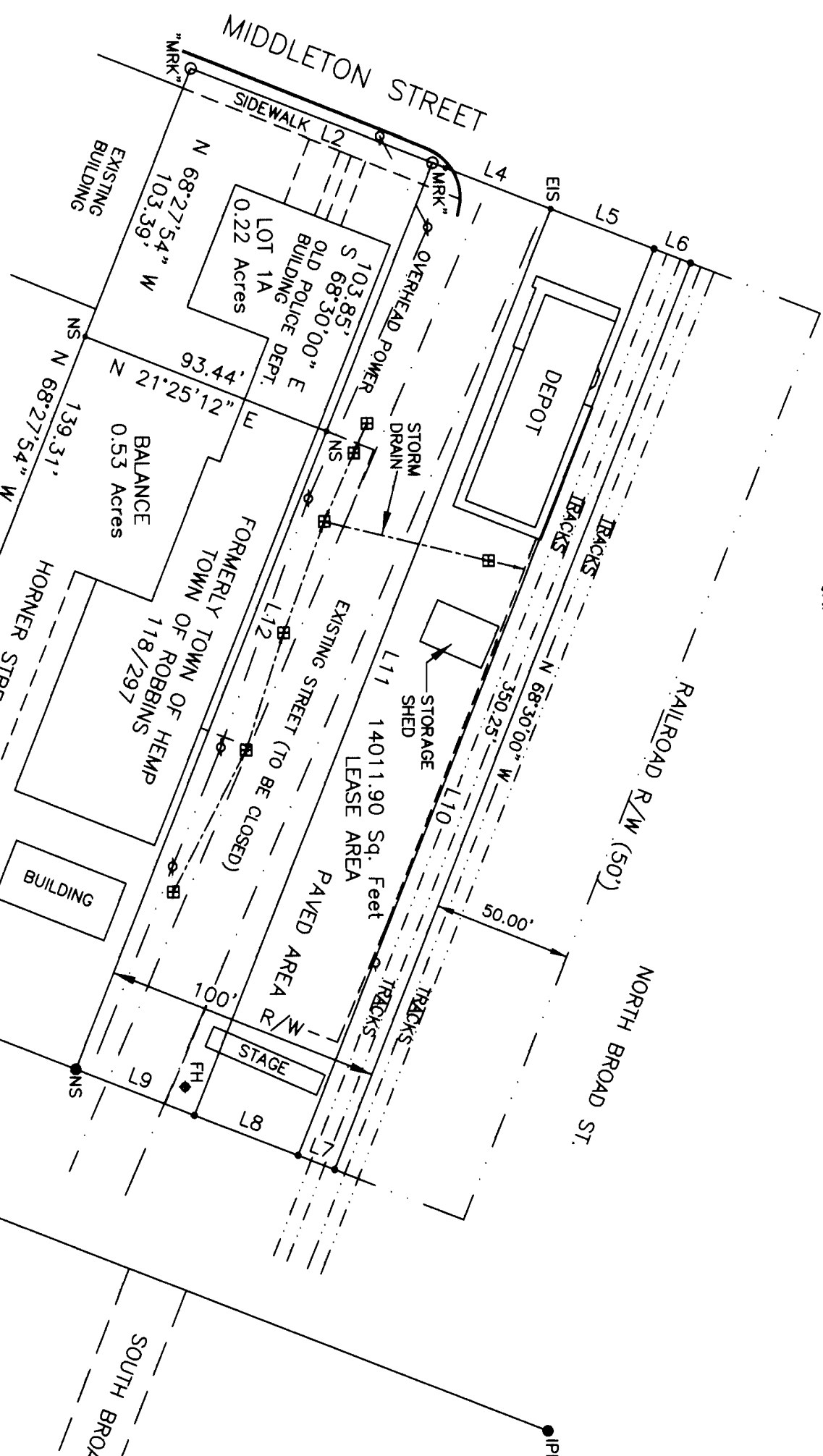
UNLESS OTHERWISE DENOTED:

- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- NF = NAIL FOUND
- IPF = IRON PIPE FOUND
- NS = NAIL SET
- EIS = EXISTING IRON STAKE
- "MRK" = POINT IN SIDEWALK

ALL DISTANCES ARE IN FEET
 - AREA DETERMINED BY COMPUTER.

- ▣ = DROP INLET
- = POWER POLE
- ⊕ = FIRE HYDRANT

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS SHOWN OR NOT SHOWN.



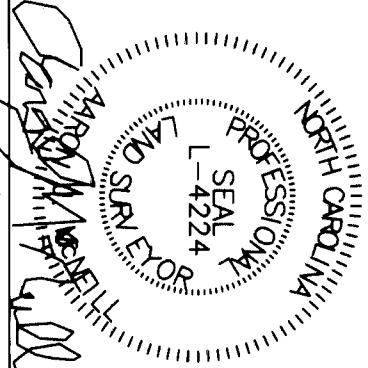
LINE	BEARING	DISTANCE
L1	N 68°27'54" W	4.66
L2	N 21°08'07" E	93.38
L3	S 21°08'07" W	93.60
L4	N 21°08'07" E	45.89
L5	N 21°08'07" E	40.00
L6	N 21°08'07" E	14.11
L7	S 21°08'07" W	40.00
L8	S 21°08'07" W	45.89
L9	N 68°30'00" W	350.25
L10	N 68°30'00" W	350.25
L11	N 68°30'00" W	246.40
L12	S 68°30'00" E	246.40

REFERENCE:
 DEED BOOK 118 PAGE 297
 MB. 1 PAGE 75
 DEED BOOK 100 PAGE 593

CERTIFICATE PLAT APPROVAL
 I, HERBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS OR ANY CHANGE IN EXISTING UTILITIES, THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF ROBBINS, NORTH CAROLINA AND THAT THEREFORE THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR, SUBJECT TO ITS BEING RECORDED IN THE MOORE COUNTY REGISTRY.

[Signature]
 TOWN OF ROBBINS SUBDIVISION ADMINISTRATOR
 DATE 8/21/17

THE FIDELITY BANK
 718/126-129
 549/485



AARON J. MCNEILL PLS L-4224

I, AARON J. MCNEILL, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, AARON J. MCNEILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; DEED OF REFERENCE RECORDED IN DEED BOOK 118, PAGE 297, MOORE COUNTY REGISTRY; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, _____, A.D., 20 17

Aaron J. McNeill
 Land Surveying
 1147 UPPER ROAD
 SEAGRIVE, NORTH CAROLINA 27341
 (910) 690-3305

SURVEY FOR
 THE TOWN OF ROBBINS
 SHEFFIELD TOWNSHIP, MOORE COUNTY,
 NORTH CAROLINA
 APRIL 20, 2017
 SCALE 1"=50'



OWNER'S ADDRESS:
 TOWN OF ROBBINS
 P.O. BOX 296
 ROBBINS, NC. 27325
 PID No. 00012455