

**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 be 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: 5
Noes: 0
Absent or Excused: 0

Cameron Dockery Mayor

Cameron Dockery, Mayor



ATTEST:

Jessica C. Coltrane
Jessica C. Coltrane, CMC, Town Clerk

**RESOLUTION OF BOARD OF
COMMISSIONERS OF TOWN OF ROBBINS
AUTHORIZING AN UPSET BID PROCESS
WITH RESPECT TO THE PROPOSED
CONVEYANCE OF THE "OLD POLICE
STATION"**

WHEREAS, the Town of Robbins (the "Town ") owns building .22 acres and is 3 stories totaling 9,583 square feet, known as "Old Police Station," located at 110 S Middleton Street in the Town of Robbins; and

WHEREAS, N. C. Gen. Stat. §160A-272 permits North Carolina municipalities to lease real property for terms of more than ten (10) years by following the upset bid procedure of N. C. Gen. Stat. §160A-269 for the sale of property; and

WHEREAS, the Town has received a written offer to buy the Old Police Station, the said real property being more particularly described in Appendix 1, attached hereto and incorporated herein by reference (the "Property"), from Northern Moore Family Resource Center for an initial term of twenty (20) years, at a rental of \$1.00 per year, with one (1) additional twenty (20) year term upon the same terms and conditions unless one (1) party provides the other party notice of termination not less than twenty-four (24) months before the end of the initial term (the "offer"); and

WHEREAS, the terms and conditions of the offer are set out in a use agreement, attached hereto as Appendix 2 and incorporated herein by reference (the "Lease Agreement"), to be entered into between the Town and Northern Moore Family Resource Center if the offer is accepted by the Town ; and

WHEREAS, Northern Moore Family Resource Center LLC is required by law to submit a _____ deposit with the Town Clerk; and

WHEREAS, the Town Commissioners wishes to authorize the lease of the Property through the upset bid procedure;

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

1. The Town Commissioners hereby declares the Property surplus to the needs of the Town and authorizes its lease through the upset bid procedure of N. C. Gen. Stat. §160A-269.
2. Upon receipt of the required 5% bid deposit, the Town Clerk shall cause notice of the proposed lease to be published in the Rocky Mount Telegram as required by law. The notice shall describe the Property and the amount of the offer, and shall state the terms of the offer and how it may be upset.
3. Any person wishing to upset the offer of Northern Moore Family Resource Center to provide school age care with nutrition program, mentorship programs, free/charitable healthcare service, trained substance and housing counseling services, and other non-profit services aimed at the betterment of the community's school age children demographic; please submit a sealed bid with their offer to the office of the Town Clerk within 10 days after the notice is published. At the conclusion of the 10 day period, the Town Clerk shall open the

bids, if any, and the highest such bid shall become the new offer. If more than one (1) bid is received, the highest such bid received shall become the new offer.

4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Commissioners.
5. A qualifying higher bid is one that raises the existing offer by an amount of not less than 10% of the first \$1,000 of that offer, and 5% of the remainder of the offer.
6. A qualifying higher bid must be accompanied by a deposit in the amount of 5% of the bid, which deposit must be made in cash, certified check, or cashier's check. The Town will return the deposit on any bid not accepted and will return the deposit on any offer subject to upset if a qualifying higher bid is received.
7. If a qualifying higher bid is received, the terms of approval of the high bid shall be as follows: (a) the Town Commissioners intends to act on the final high offer, which it will do by accepting or rejecting the higher offer within 30 days after the end of the final upset bid period and (b) the high bidder must agree to be bound by all of the terms and conditions of the Lease Agreement.
8. The Town reserves the right to (a) withdraw the Property from the upset bid procedure at any time before the final high bid is accepted and (b) reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above from Northern Moore Family Resource Center, with such non-substantial changes as are approved by the Town Manager, is hereby accepted upon the execution of the Lease Agreement by the Mayor or Town Manager without further action of the Town Commissioners.
10. If no qualifying upset bid is received after the initial public notice, the Mayor or the Town Manager is authorized to execute the Lease Agreement, and any other instruments necessary to lease the Property to Northern Moore Family Resource Center. The offer to lease is not accepted until the Lease Agreement is executed as hereinabove provided.

Upon motion of Mayor Pro Tem Bradshaw, seconded by _____, members of the Robbins Town of Commissioners, the foregoing resolution entitled **"RESOLUTION OF THE TOWN COMMISSIONERS OF THE TOWN OF ROBBINS AUTHORIZING AN UPSET BID PROCESS WITH RESPECT TO THE PROPOSED LEASE OF "OLD POLICE BUILDING"** was passed by the following vote:

Ayes: 5

Noes: 0

PASSED AND ADOPTED this 11th day of October 2024.

I, Jessica C Coltrane, Town Clerk for the Town of Robbins, DO HEREBY CERTIFY that the foregoing has been carefully copied from the records of the governing body of said Town related to action taken at a regular meeting held on Oct 11, 2024, the record having been made in the minutes of said governing body, and is a true copy of a resolution adopted by the Robbins Town Commissioners providing authorization for the sale of the Property.

WITNESS my hand and corporate of said Town of Robbins, this 11th day of October, 2024.

Jessica C Coltrane
Clerk of the Town of Robbins

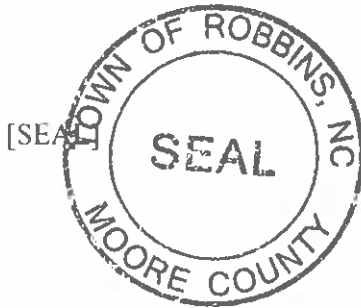


EXHIBIT A USE AGREEMENT

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@townofrobbsins.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]

APPENDIX I

Old Police Building (the "Property")

Legal Description

APPENDIX 2

EXHIBIT A

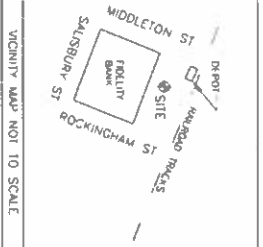
449

PLAT CABINET **17** SLIDE **449** 111 APR 21 P U 50
 2011 APR 21 P 4:58

MRS. JUDY D. MARTIN
 REGISTER OF DEEDS - MOORE COUNTY
 CARMEL, NORTH CAROLINA 28337

Theresa Thompson
 REGISTER OF DEEDS - MOORE COUNTY, CERTIFY THAT
 THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
 REQUIREMENTS FOR RECORDING
 DATE **8/24/17**
Theresa Thompson
 REGISTER OFFICER

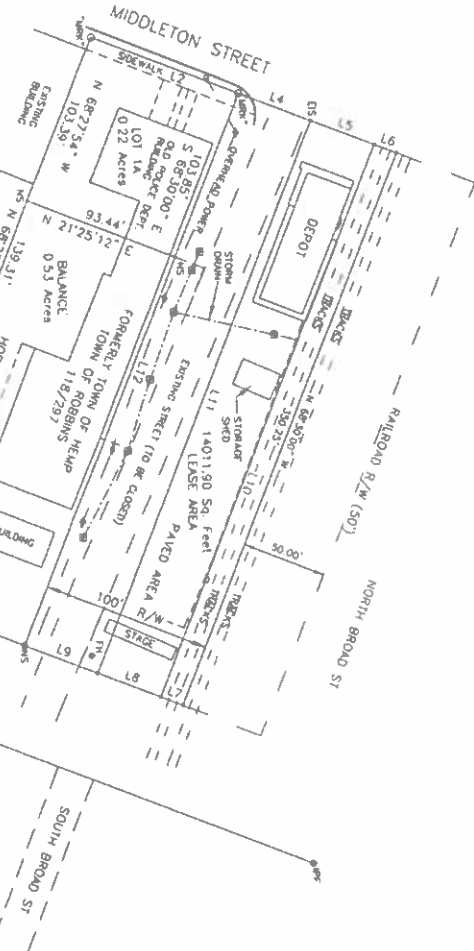
VB. 1 PAGE 75



VICINITY MAP NOT TO SCALE



- LEGEND**
- UNLESS OTHERWISE DESIGNATED
 - ALL DISTANCES ARE IN FEET
 - AREA DETERMINED BY COMPUTER
 - = POWER POLE
 - ⊕ = FIRE HYDRANT
 - ⊙ = POINT IN SIDEWALK
 - ⊖ = EXISTING IRON STAKE
 - = IRON PIPE FOUND
 - = IRON PIPE FOUND
 - = IRON ROD SET
 - = NAIL FOUND
 - = NAIL FOUND
 - = IRON ROD SET
 - = IRON PIPE FOUND
 - = IRON PIPE FOUND
 - = EXISTING IRON STAKE
 - ⊙ = POINT IN SIDEWALK



LINE	BEARING	DISTANCE
L1	N 68°27'54" W	14.56
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	40.71
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" E	246.40
L12	S 68°30'00" E	246.40

REFERENCE: 118 PAGE 297
 DEED BOOK 100 PAGE 593

CERTIFICATE OF APPROVAL
 I HEREBY 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 ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THAT THE SUBDIVISION SHOWN HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR. SUBJECT TO ITS BEING RECORDED IN THE MOORE COUNTY REGISTER.

[Signature]
 TOWN OF ROBBINS SUBDIVISION ADMINISTRATOR

DATE **8/21/17**

THE FIDELITY BANK
 718/126-129
 549/485

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

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



I, AARON J. WENZEL, 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, NORTH CAROLINA. THAT THE BOUNDARIES AND SURVEY AND CLAIMS INDICATED AS DRAWN FROM INFORMATION FOUND IN THIS PLAT: THAT THE BOUNDARIES AND CLAIMS WERE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THAT THE ORIGINAL SIGNATURE CALCULATED AS TO AS MEASURED WITNESS MY ORIGINAL SIGNATURE AND SEA THIS 20th DAY OF APRIL, A.D. 2017.

AARON J. WENZEL PLS L-4224



Aaron J. Wenzel
 1147 DEER ROAD
 CARRIHA 27341
 (310) 650-3395