

**Minutes of the 28 October 2014**  
**Special Meeting of the Yancey County Board of Commissioners**  
**Held at 5:00 o'clock p.m. in the Commissioners Meeting Room**  
**Yancey County Courthouse, Burnsville, North Carolina**

Present at the 28 October 2014 meeting of the Yancey County Board of Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin (by telephone), Commissioner Jim Edwards, Commissioner Randy Ollis, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, and County Attorney Donny Laws.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order and asked the Board to approve the agenda. Commissioner Whitson made a motion to approve the agenda and it was seconded by Commissioner Edwards. The motion to approve was unanimous. (Attachment A)

**Former U.S. Forest Service Facility**

County Manager Nathan Bennett informed the Board that the appraisal on the former forest service facility is set to expire on November 8<sup>th</sup>. In order to lock down the price on the facility there must be a signed sales agreement before the November 8<sup>th</sup> date. Mr. Bennett stated that once the agreement has been signed that the County is locked in to purchase the property. Mr. Bennett stated that originally the U.S. Forest Service sent an sales agreement with a closing date in May but in order for the County to purchase the property there will have to be financing through the Local Government Commission or another option would be to set aside half of the price in this budget year and the other half in the coming budget year. In order to make sure that both of these options are available the closing date was moved back until August 1, 2015. County Attorney Donny Laws informed the Board that there may be some issue regarding access to the property after Highway 19 is expanded. He stated that the forest service says there is access but Mr. Laws would like to confirm. Other than that caveat, Mr. Laws stated that he had no problem with the agreement but would like to make anything contingent upon legal access to the property being secured. Upon hearing from Mr. Laws, Chairman Riddle made a motion to execute the sales agreement with the United States Forest Service contingent upon the county attorney delivering legal access to the property. The motion was seconded by Commissioner Whitson and the vote to approve was unanimous (Attachment B).

**Childcare Facility Discussion**

Mr. Laws then informed the Board that the owners of the former Tiny Town Daycare Center is sticking with the price of \$230,000. County Manager Bennett stated that he had received an email from Little Hands Learning Center Director Sonya Morgan detailing how more revenue could be brought into the center with a larger facility. Discussion followed about this revenue possibility and it was the consensus of the Board that they would like to have time to look at the numbers and how the increased enrollment of more children would affect the expenses of the daycare center. Discussion also followed about a counter offer of \$175,000. It was also the consensus of the Board that they would be comfortable with an offer of \$175,000.

**Adjournment**

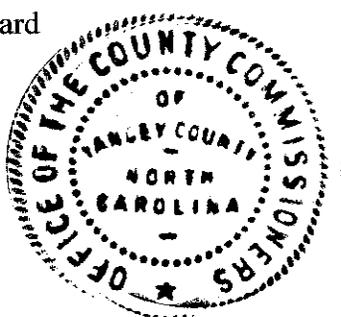
Having no further business Commissioner Ollis made a motion to adjourn and it was seconded by Commissioner Austin. The vote to adjourn was unanimous.

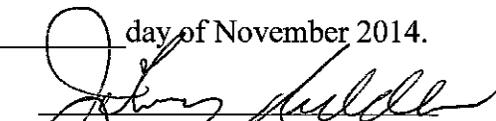
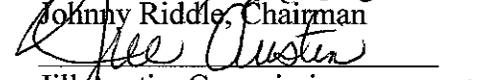
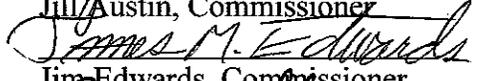
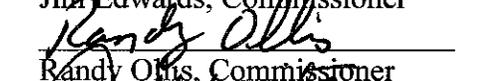
Approved and authenticated on this the \_\_\_\_\_ 10<sup>th</sup> \_\_\_\_\_ day of November 2014.

Attest:

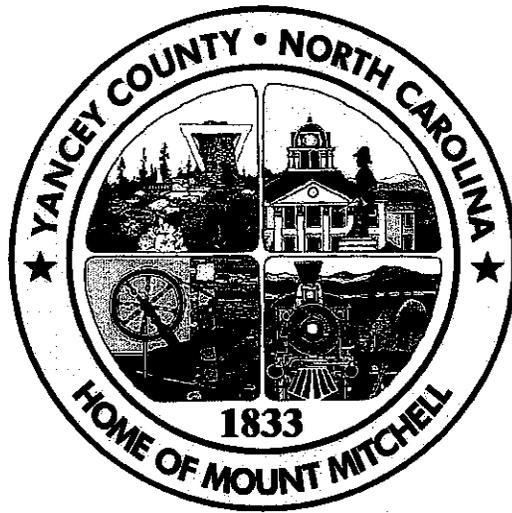
  
J. Jason Robinson  
Clerk to the Board

(county seal)



  
Johnny Riddle, Chairman  
  
Jill Austin, Commissioner  
  
Jim Edwards, Commissioner  
  
Randy Ollis, Commissioner  
  
Jeff Whitson, Commissioner

*Attachment A*



**AGENDA  
YANCEY COUNTY COMMISSIONERS  
SPECIAL MEETING  
October 28, 2014**

- I. Call to Order - Chairman Riddle
- II. Approval of Agenda
- III. Former U.S. Forest Service Facility Discussion
- IV. Childcare Facility Discussion
- V. Adjourn

*Attachment B*  
**PURCHASE AND SALE AGREEMENT FOR DIRECT SALE**

**PURCHASE AND SALE AGREEMENT  
(Burnsville Office)**

**THIS PURCHASE AND SALE AGREEMENT**, (hereafter called the Agreement) is made effective as of the date of the last authorized signature below, between Yancey County herein referred to as the Purchaser, and the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter referred to as the Forest Service. This Agreement is hereby executed pursuant to the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V. P.L. 109-54).

**WITNESSETH:**

**WHEREAS**, the parcel of land, and certain improvements, located in Burnsville, North Carolina and more fully described in Exhibit A, attached hereto and made a part hereof this agreement. The Property is offered for sale to the Purchaser at the approved appraised market value sale price of \$480,000.

**WHEREAS**, the Purchaser agrees to pay the full sale price for purchase of the property.

**NOW THEREFORE**, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

**A. The Purchaser shall:**

1. After execution of this Agreement, make payment in the amount of (\$480,000) within 30 days of a mutually agreeable date. Said date should not exceed July 31, 2015 unless extended by mutual agreement. Said payment shall constitute full payment for the Property. Payment must be made in the form of a certified check, postal money order, bank draft, or cashier's check and made payable to the U.S. Department of Agriculture, Forest Service.
2. Bear the cost of any survey, if additional survey is needed. The Property has been surveyed by the Forest Service. As of the date of this agreement, no additional survey work has been identified.
3. Bear the cost of recordation services, and title insurance required or desired by the Purchaser. Note that the Federal government does not provide title insurance, title commitments, or other title documents.
4. Record the deed in the appropriate county land records.
5. The property is being offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended.

**B. The Forest Service shall:**

1. Remove any personal property and equipment that is not included in the sale, prior to the date of closing.
2. Upon receipt of the full payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the property to the Purchaser. Such deed shall be prepared by the Forest Service. At closing the property shall be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc., now known as Exceptions, except those shown on the Deed.
3. Notice Regarding Petroleum Products: Reference the Environmental Site Assessment (ESA) Phase 1 dated September 6, 2006 and the updated ESA Phase 1 dated February 7, 2012 attached hereto and made a part hereof this agreement.
4. Notice Regarding Asbestos: None noted; Reference the Environmental Site Assessment (ESA) Phase 1 dated September 6, 2006 and the updated ESA Phase 1 dated February 7, 2012 attached hereto and made a part hereof this agreement.
5. Notice Regarding Lead Based Paint: None noted; Reference the Environmental Site Assessment (ESA) Phase 1 dated September 6, 2006 and the updated ESA Phase 1 dated February 7, 2012 attached hereto and made a part hereof this agreement.
6. CERCLA Section 120(h)(3)(A) Covenants and Access Clause: Forest Service will include the following in the deed of conveyance:
  - a. A covenant that all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of the transfer.
  - b. A covenant that the United States shall conduct, after the conveyance, any response or corrective action found to be necessary to protect human health and the environment associated with the releases or threatened releases attributable to the time when the United States owned and operated the property.
  - c. A clause granting the United States access to the property to conduct the response or corrective action on the property or on adjoining property.

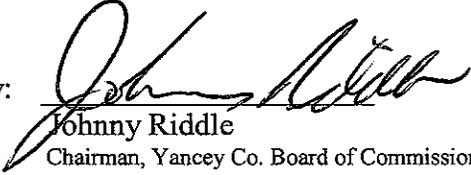
**C. Other Terms and Conditions:**

1. The Purchaser understands that the Forest Service does not furnish title insurance for the property it conveys, and if needed by the Purchaser, title insurance will be the responsibility of the Purchaser. The Forest Service shall provide a copy of its Federal Land Status Report (Exhibit B) showing any known encumbrances or outstanding rights on the property.

2. The Purchaser agrees that no representative or agent of the United States has made any representations or promise with respect to this agreement not expressly contained herein.
3. The terms of this contract shall be binding on the Purchaser and the Forest Service, subject to the terms and conditions herein provided:
  - a. The agreement is not terminated by mutual consent or upon such terms as may be provided in the agreement.
  - b. No substantial loss or damage occurs to the property from any cause.
  - c. No undisclosed hazardous substances are found on the property prior to conveyance.
4. In accordance with State law, either party may record this Agreement in the appropriate county land records.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement.

**PURCHASER**

By:   
Johnny Riddle  
Chairman, Yancey Co. Board of Commissioners  
110 Town Square, Room 11  
Burnsville, NC 28714

10-28-2014  
Date

**USDA FOREST SERVICE**

By: \_\_\_\_\_  
Jeffery Vail  
Director of Lands, Minerals and Special Uses  
USDA – Forest Service  
Southern Regional Office  
Atlanta, GA

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENTS**

**STATE OF NORTH CAROLINA**

**COUNTY OF YANCEY**

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ whose name as Purchaser, is signed to the foregoing instrument and who is known to me and acknowledged before me that, being informed of the contents of this conveyance, he/she executed the same voluntarily for and as his and her act.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF GEORGIA**

**CITY OF ATLANTA**

I hereby certify that on this day before me, \_\_\_\_\_, an Authorized Officer duly authorized in the State of Georgia to take acknowledgement, personally appeared \_\_\_\_\_, whose name as Director of Lands, and Uses, Southern Region, Forest Service, United States Department of Agriculture, is signed to the foregoing instrument and who is known to me and acknowledged before me that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily, in the name of and on the behalf of the United States.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
State of Georgia

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

Property that the Forest Service is proposing to sell:

### Burnsville Office, Yancey County, North Carolina

The Burnsville Office, being Federal Tract P-289, is a 0.992 acre lot that was conveyed to the United States of America under the provisions of the Weeks Act of March 1, 1911 (16 U.S.C. Section 516), as amended, the Department of Agriculture Organic Act of August 3, 1956 (7 U.S.C. 428a), the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. Section 1715), as amended and the Federal Land Exchange Facilitation Act of August 20, 1988, ( 43 U.S.C. 1716) by The Trust for Public Land and more fully described in Deed Book 324, page 740 on January 14, 1999 in the Yancey County Register of Deeds Office, Burnsville, North Carolina.

Legal access to the subject tract is from U.S. Highway 19-E and is more fully described in said deed and described as a permanent and perpetual right-of-way for the purpose of providing ingress, egress, and regress to and from the above-described tract. Said right of way being twelve (12) feet in with located along the western boundary of USA Tract P-289 and being a portion of the Earl Young and wife, Betty Young Parcel with is recorded in the Yancey County Register of Deeds Office in Deed Book 178, Page 421.

The legal description of the rights of access as described above is more fully described in Deed Book 324, Page 740 and in Plat Book 1, Slide 110B and recorded in the Yancey County Register of Deeds Office, Burnsville, North Carolina.

Land reservations and exceptions to title:

**Reservations:** None

**Outstanding Rights:**

- The property is subject to a permanent and perpetual right-of-way for the purpose of providing ingress, egress, and regress to and from Earl Young and wife, Betty Young Parcel as recorded in the Yancey County Register of Deeds Office in Deed Book 178, Page 421. Said right-of-way being twelve (12) feet in width and being a portion of USA Tract P-289.
- Right of way of U.S. 19E to its full legal width.
- Easement to French Broad Electric as recorded in Deed Book 87, Page 15 and recorded in the Yancey County Register of Deeds Office, Burnsville, North Carolina.

- Easement to State Highway Commission as recorded in Deed Book 127, Page 23 and Deed Book 128, Page 248 and recorded in the Yancey County Register of Deeds Office, Burnsville, North Carolina.
- Water line right of way to the Town of Burnsville as recorded in Deed Book 146, Page 459 and recorded in the Yancey County Register of Deeds Office, Burnsville, North Carolina.

**ADDENDUM:**

**Reference Exhibit B (Federal Land Status Report), attached hereto and made a part hereof this agreement.**

**Reference Exhibit C (Vicinity Map, Topographical Map), attached hereto and made a part hereof this agreement.**

**Reference Exhibit D (Survey Plat, Tract P-289), attached hereto and made a part hereof this agreement.**

**Reference Exhibit E (Legal Description of Tract P-289), attached hereto and made a part hereof this agreement.**

**Reference Exhibit F (Phase 1 Hazmat Report), attached hereto and made a part hereof this agreement.**