

(11)

TOWN OF CHAPEL HILL

ATTACHMENT 2



Applicant Information

Name: Ellen Weinstein, Dixon Weinstein Architects
Address: 431 w Franklin Street, Suite 25
City: Chapel Hill State: NC Zip: 27516
Phone (Work): 968 8333 FAX: 968 0473 E-Mail: ellen@dixonweinstein.com

Property Owner Information (included as attachment if more than one owner)

Name: Orange County, NC Phone 245.2652
Address: 129 East King Street, PO Box 8181
City: Hillsborough State: NC Zip: 27278

Development Information

Name of Development: Orange County Animal Services Building
Tax Map: _____ Block: _____ Lot(s): _____ Parcel ID #: 9870 77 4584
Address/Location: Eubanks Road, between _____ and Orange County Landfill
Existing Zoning: R1 New Zoning District if Rezoning Proposed OI 1
Proposed Size of Development (Acres / Square Feet): 5.96 / 259,618 sq ft
Permitted / Proposed Floor Area (Square Feet): 65,800 sq ft / +/- 30,000 sq ft
Minimum # Parking Spaces Required: 57 #Proposed 53
Proposed Number of Dwelling Units: N/A # Units per Acre _____
Existing / Proposed Impervious Surface Area (Square Feet): +/-15,000 sq ft / +/-85,000 sq ft
Is this Concept Plan subject to additional review by Town Council? Yes

The undersigned applicant hereby certifies that: a) the property owner authorizes the filing of this proposal b) authorizes on-site review by authorized staff; and c) to the best of his/her knowledge and belief, all information supplied with this proposal is true and accurate.

Signature: Ellen Weinstein Date: 2.7.2007

Please submit **20 sets** of all materials, or **35 sets of all materials including reduced (8 1/2" by 11") copies of all plans** if the Concept Plan is subject to additional review by the Town Council, no later than the **third Wednesday of the month prior to the meeting. Materials must be collated and folded to fit into a 12" x 15" envelope.**

The Community Design Commission meets regularly on the third Wednesday of each month. Meetings with the Town Council will be scheduled after the Community Design Commission meeting. For confirmation of meeting dates and the placement of your request on the agenda, please call the Planning Department at (919) 968-2728.

Revised November 2006

02-07-07P03:34 RCVD

Program

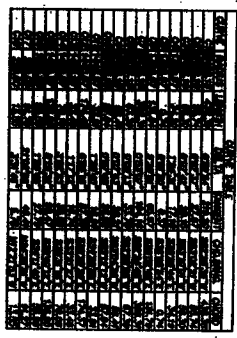
The project under review is a new +/- 30,000 sq ft building for Orange County Animal Services. Orange County created the Animal Services department in July of 2005 to administer two previously independent operations -- Animal Control and the Animal Shelter. The consolidated department is responsible for all the county's animal services, ranging from pet adoption and public education to animal welfare investigation and detention. The activities and programs directly affect the public's health, safety and welfare. Currently the Animal Services administration, Animal Control and the Animal Shelter operate from three separate locations. The proposed building will house all functions under one roof, providing greater efficiency, improved oversight, and additional space to deal with an animal population that grows steadily along with the county's people population.

The concept plan indicates building a total of approximately 30,000 square feet, The plan consists of a main building for the animal shelter and animal control, access driveway and parking, outdoor exercise area, walled service yard, small barn and site development to accommodate stormwater management.

Statement of Compliance

As the design of this project evolves all components of the site plan and building will meet and/or exceed Town of Chapel Hill Design Guidelines. Based on our initial analysis we know that utilities are currently available on the north side of Eubanks Road and east of the railroad track Utilities will be extended to the site as part of this project. This site is located within a resource conservation district and the site plan provides the required buffer to protect this area.

PRELIMINARY
DO NOT USE FOR CONSTRUCTION



REV.	DATE	DESCRIPTION

ORANGE COUNTY ANIMAL SERVICES
 CHAPEL HILL, NORTH CAROLINA

CONCEPTUAL SITE PLAN

SITE DATA

PAR. 08/27/2004
 TALE 7/11/10

CURRENT OWNER: JAMES A EDWARDS
 APPLICANT: ORANGE COUNTY
 NO BOX SITE
 HELSINGER, NC

EXISTING ZONING: R-1
 PROPOSED ZONING: O-1
 PARCEL AREA: 298,280 SF (6.86 AC.)
 NET LAND AREA ASSUMING 5' ADDITIONAL
 R/W DEDICATION:
 298,280 - 18,440 = 279,840 (6.50 AC.)

GROSS LAND AREA: 298,280 SF (6.86 AC.)
 AREA IN R.O.D.: 28,779 SF (0.65 AC.)

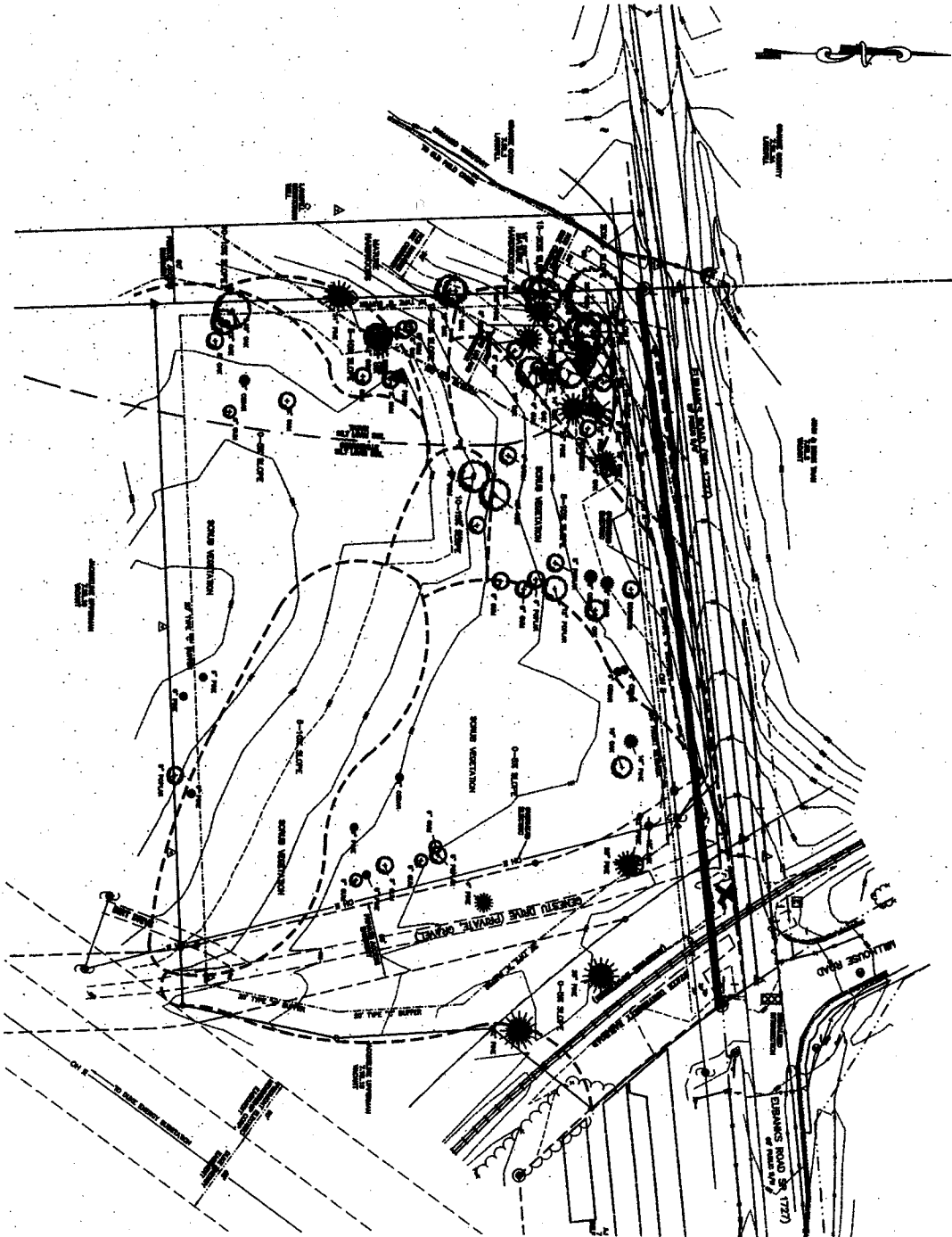
EXISTING FLOOR AREA: NONE
 PROPOSED TOTAL FLOOR AREA: 20,000 SF
 PROPOSED TOTAL FLOOR AREA: 20,000 SF
 PARKING SPACES: 1 PER 200 SF FLOOR AREA
 OF SPACES: 100
 PARKING RATIO: 1 PER 275 SF FLOOR AREA

SHEET NO.
C1

CIVIL CONSULTANTS INC.
 Civil Engineers
 Land Development Consultants

2708 Lyndon Parkway, Suite 201, Durham, NC 27707
 PH: (919) 496-1600 Fax: (919) 496-4200 www.civil-consultants.com

PRELIMINARY
DO NOT USE FOR CONSTRUCTION



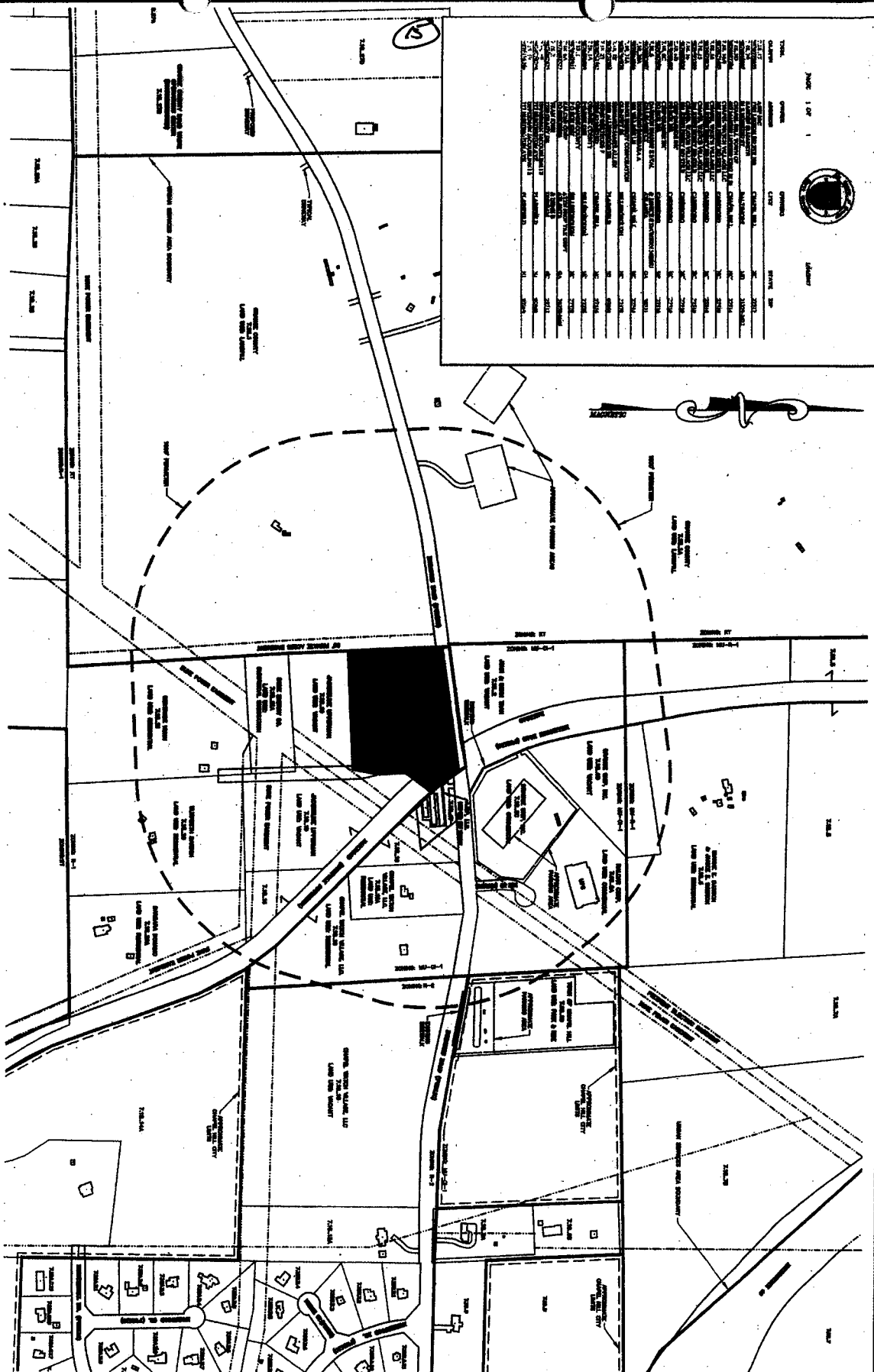
SHEET NO. C2

REV.	DATE	DESCRIPTION	BY

ORANGE COUNTY ANIMAL SERVICES
CHAPEL HILL, NORTH CAROLINA

SITE ANALYSIS

CIVIL CONSULTANTS INC.
Civil Engineers
Land Development Consultants
5702 Lyndon Parkway, Suite 202 Durham, NC 27709
Ph: (919) 499-4256 Fax: (919) 499-4256 www.civilconsultants.com



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SCALE
 1" = 100'
 1" = 100'
 1" = 100'

33
 SHEET NO.

REV.	DATE	DESCRIPTION	BY

ORANGE COUNTY ANIMAL SERVICES
 CHAPEL HILL, NORTH CAROLINA

AREA MAP

CIVIL CONSULTANTS INC.
 Civil Engineers
 Land Development Consultants

5700 Lenoir Parkway Suite 201 Durham, NC 27707
 TEL: (919) 496-1643 FAX: (919) 496-8256 www.civil-consultants.com

16

Prepared by: Geoffrey E. Gledhill
Return to: Geoffrey E. Gledhill, P.O. Drawer 1529,
Hillsborough, NC 27278

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

OFFER TO PURCHASE AND CONTRACT

THIS OFFER TO PURCHASE AND CONTRACT ("Agreement"), made and entered into this the ___ day of June, 2005 by and between JAMES ALLEN EDWARDS, et ux, DAWN. V. EDWARDS, having an address of 1060 Allenwood Drive, Plainfield, New Jersey 07060, hereafter called "Seller", and ORANGE COUNTY, NORTH CAROLINA, having an address of P.O. Box 8181, Hillsborough, North Carolina 27278, hereafter called "Buyer";

WITNESSETH:

Buyer hereby offers to purchase and Seller agrees to sell and convey, all of that plot, piece or parcel of real property located in Orange County, North Carolina, which said real property is more particularly described as follows:



(17)

Orange County Parcel Identification Number 9870774584,
TMBL 7.18..18 (approximately 5½ acres).

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. PURCHASE PRICE: The purchase price for the Property shall be Thirty Thousand Five Hundred and No/100 Dollars (\$30,500.00) per surveyed acre plus any amount due Seller as the result of the calculation made in Section 4(c) of this Agreement. The purchase price shall be paid by payment in cash, wire or closing attorney trust account check, at Seller's option, at the closing.
2. TITLE: Title will be delivered to Buyer at closing by a General Warranty Deed made to ORANGE COUNTY, NORTH CAROLINA, which shall be fee simple marketable title, free of liens, encumbrances, easements, restrictions, rights and conditions, including, but not limited to, any promissory note, mortgage, deed of trust, real estate contract, right of first refusal, or option to buy, other than current property taxes and rights, reservations, covenants, easements, conditions, and restrictions of record as of the effective date of this Agreement that do not materially affect the value of the Property or unduly interfere with Buyer's intended use of the Property, and those exceptions approved in writing by Buyer ("Permitted Exceptions"). The description of the Property that will be used in the deed from Seller to Buyer will be obtained from a survey of the Property to be obtained by and paid for by Buyer.

(18)

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER:

Seller makes the following representations and warranties to Buyer:

(a) Title. At the Closing Date, Seller has good, marketable, and indefeasible fee simple title to the Property subject only to the Permitted Exceptions, and Seller is aware of no other matters that adversely affect title to the Property.

(b) Leases. There are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof.

(c) Options. Seller has not granted any options nor committed nor obligated themselves in any manner whatsoever to sell the Property or any portion thereof to any party other than Buyer.

(d) Construction Liens. To the extent any improvements have been made or will be made to the Property prior to the Closing Date that might form the basis of mechanics' or materialmen's liens, Seller will keep the Property free from such liens that might result and to indemnify, defend, and hold Buyer harmless from any and all such liens and all attorneys' fees and other costs incurred by reason thereof.

(e) Reports. All Reports, certificates, and other documents containing factual information delivered by Seller, or by Seller's agents in connection with this Agreement, are and shall be, to the best of Seller's knowledge, true and complete



(19)

and shall not contain any untrue statement of material fact or omit to state any material fact, the disclosure of which is necessary to make the statements contained therein and in this Agreement, in light of the circumstances under which they are made, not misleading.

(f) Inspections and Environmental.

(1) Seller has no knowledge of any underground storage tanks being located on the Property. Buyer agrees to perform a Phase I Environmental Assessment of the Property (hereafter "the Phase I"), at Buyer's expense. Should the Phase I disclose that one or more underground storage tanks are located on the property, a condition precedent to Buyer's obligation to close on the sale of the Property is that the following be done at Seller's expense: (1) any underground storage tanks located on the Property be removed, (2) all discharged fuel oil or other contaminants be removed from the Property, (3) a copy of a certificate demonstrating removal and clean-up be provided to Buyer, c/o Pam Jones, Director of Purchasing and Central Services, Orange County, North Carolina, P.O. Box 8181, Hillsborough, North Carolina 27278, as soon as the certificate is available and (4) the original of the certificate be provided to Buyer at the closing.

(2) Seller warrants and represents to Buyer as follows:

(20)

(i) Seller has no knowledge of, and after reasonable inquiry no reason to believe: (A) that any industrial use has been made of the Property, (B) that the Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (C) that any manufacturing, landfilling or chemical production has occurred on the Property.

(ii) The Property is in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613.

(iii) Seller has fully disclosed to Buyer the existence, extent and nature of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), in or under the Property or use in connection therewith.

(iv) Seller will promptly send to Buyer copies of any citations, orders, notices or other material, governmental or other, communication received with respect to any hazardous

(21)

materials, substances, wastes or other environmentally regulated substances affecting the Property.

(3) Seller shall indemnify and hold Buyer harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Buyer as a direct or indirect result of any warranty or representation made by Seller in subsection (f) herein being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Buyer or Seller or any transferee or assignee of Buyer or Seller.

(4) Should the Phase I disclose the existence on the Property of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), a condition precedent to Buyer's obligation to close on the sale of the Property is that the following be done at Seller's expense: (i) any such material or substance located on the Property be removed, (ii) other found contaminants be removed from the Property, (iii) that a copy of a certificate demonstrating removal and clean-up be provided to Buyer, c/o Pam Jones,



(22)

Director of Purchasing and Central Services, Orange County, North Carolina, P.O. Box 8181, Hillsborough, North Carolina 27278, as soon as the certificate is available and (iv) that the original of the certificate be provided to Buyer at the closing.

(5) Seller's obligations under this Section shall survive the closing and continue in full effect notwithstanding receipt by Seller of the purchase price.

(g) Representations/Warranties. All representations and warranties contained in this Agreement are true and correct as of the date of execution of this Agreement and will be true as of the Closing Date and shall survive Closing and execution of the Deed and shall not be merged therein.

4. SETTLEMENT CHARGES:

(a) Seller shall pay for the preparation of the deed, for the preparation and recording of all documents necessary to convey marketable fee simple title free of liens and encumbrances, except the Permitted Exceptions, and for the excise tax required by law.

(b) Buyer shall pay for recording the deed.

(c) Ad valorem taxes on the Property, if any, for the calendar year in which the closing occurs shall be paid by Seller at the closing. A credit for pro-rated ad valorem taxes on the Property that would be due Seller if the taxes were prorated to the date of sale shall be added to the purchase price as provided in Section 1 of this Agreement. Seller shall

(23)

pay any Orange County ad valorem taxes on personal property of Seller for the entire year of the closing. Seller shall pay all taxes on the property for years prior to 2005, deferred taxes on the property and any tax penalties including late listing penalties.

5. CONDITIONS:

(a) Seller agrees to allow Buyer access to the Property for the purpose of inspecting, testing and analyzing the Property at any time prior to the closing.

(b) On request of Buyer, Seller agrees to exercise Seller's best efforts to deliver to Buyer, as soon as reasonably possible following the signing of this Agreement, copies of any title information in possession of or available to Seller, including, but not limited to, title insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes, and deeds of trust and easements relating to the Property.

(c) Any and all deeds of trust, liens or other charges against the Property not assumed by Buyer must be paid and cancelled by Seller prior to or at closing.

(d) A condition precedent to Buyer's obligation to close on the sale of the Property is approval by the Town of Chapel Hill of Orange County's planned governmental use of the Property.

6. MISCELLANEOUS PROVISIONS:

(a) This Agreement embodies and constitutes the entire

(24)

understanding between the parties with respect to the transaction contemplated herein and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment or discharge or termination is sought, and then only to the extent set forth in such instrument,

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without, however, giving effect to any principle of conflicts of law.

(c) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(d) Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing Date, shall survive the closing and remain binding upon and for the benefit of the parties hereto, their heirs, personal representatives, successors or assigns, until fully observed, kept or performed.

25

(e) This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective beneficiaries, heirs, personal representatives, successors and permitted assigns.

(f) As used in this Agreement, the masculine shall include the feminine and neuter, and vice versa; the singular shall include the plural and the plural shall include the singular, as the context may require.

(g) Any provision contained in this Agreement which by its nature and effect, if required to be observed, kept or performed after closing shall survive the closing and shall remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with the closing and transfer of title to the Property in Hillsborough, North Carolina within 30 days of the approval by the Town of Chapel Hill of the application of Buyer for Buyer's governmental use of the Property.

8. POSSESSION: Possession of the Property shall be delivered at closing.

IN WITNESS WHEREOF, Seller has hereunto executed this Offer to Purchase and Contract the day and year written above, and Buyer has caused this instrument to be signed by its duly authorized representatives the day and year written above.

26

SELLER:

James A. Edwards
JAMES ALLEN EDWARDS
Dawn V. Edwards

BUYER:

ORANGE COUNTY, NORTH CAROLINA

By: Moses Carey
Moses Carey, Jr., Chair
Orange County Board of
Commissioners

ATTEST:

Donna S. Baker
Donna S. Baker, Clerk
to the Board of Commissioners

NEW JERSEY
Middlesex COUNTY

I, Jennifer Kanowitz, a Notary Public of Middlesex County
and the aforesaid State, certify that James A. Edwards
and Dawn V. Edwards personally
appeared before me this day and acknowledged the due execution
of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24th
day of May, 2005.

J. Kanowitz
Notary Public

My commission expires:

JENNIFER KANOWITZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 25, 2008

27

NORTH CAROLINA
ORANGE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Donna S. Baker personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the 14 day of September, 2005.

Evelyn M Cecil
Notary Public

My commission expires:
10-13-09

38

Permitted Exceptions

1. road, street and utility easements of record;
2. 2005 property taxes;
3. no other.

lsg:orangecounty\edwards\offtopurch.doc

