



Version 5  
TAB U

## Briefing Sheet

**Lead Department:** Parks Recreation & Cultural Resources      **Action Officer:** Krista P. McGivern

**Subject:** Resolution authorizing the purchase of 24.98 acres of property from the RTP Foundation & 5.8 Acres from private landowners for the purpose of providing a *Pinwheel* Athletic Field Complex and adjoining Park.

**Action Requested:** Adopt Resolution 2005-184

**Briefing:** 4/10/06      **Public Hearing:** Yes No 12/20/2005      **Action:** 5/22/06

**Expedite less than 30 days:** Yes No

**If yes, explain rationale:**

**Update April 10<sup>th</sup> 2006:** Staff has previously briefed the Town Board on the need to acquire property for a park and Pinwheel Athletic Facility and has identified a site that is currently available and suitable for this project. The town attorney has prepared a draft purchase contract agreement for the procurement of the 24.98 acre RTP Park property (see attachment). Additional purchase agreements will be needed for the purchase for the acreage needed on the southern end of this property (5.8 acres). These properties have been appraised and evaluated as to their suitability for the project, however no formal discussions have taken place with the landowners. Funding for the purchase of the 24.98 acres of RTP property (\$1.2 million) and the surrounding 5.8 acres, owned by **5 individual** property owners (estimated at \$800,000), is proposed to come from the following sources: \$600,000 dollars from the Wake County Open Space Grant, \$500,000 dollars PARTF Grant and \$ 500,000 up to one (1) million dollars of the four (4) million dollar voter authorized General Obligation Bonds. The amount of G/O bond funds needed is contingent upon the amount of grant money received. The two grant sources listed above both require a dollar for dollar match by the town. Each of these grants qualifies to be used to offset the match requirement.

Staff is currently working to submit a proposal for an Open Space grant to Wake County Parks, Recreation and Open Space and has had an initial meeting with the Open Space Director and Real Estate Manager. The meeting was helpful to staff in order to develop scenarios that will help Morrisville Parks, Recreation and Cultural Resources present a strong and solid case for acquiring grant funding. Currently, the proposed site is on the cusp of including too much impervious surface and staff is working to reduce this amount through developing alternative materials to reduce the impervious surface total to strengthen our grant request. In addition to alternative materials, Wake County suggested that the Department explore the possibility of packaging the site with other current land acquisition projects. Currently, staff is holding conversation with land owners at the corner of Morrisville-Carpenter Road and Town Hall Drive for a 2.5 acre tract and an adjoining 18 acre tract (Civil War Battle Site), adjacent to the Indian Creek Greenway Trailhead. The availability of the land, two parcels totaling 20.71 acres, is being currently identified as the "Civil War Battle Site". The Department has issued an appraisal for the parcels

and is currently exploring options to obtain this area due to its cultural, historical and environmental significance to the Town of Morrisville.

---

**Executive Summary:**

*Identified on the Town's 2002 Comprehensive Parks, Recreation, Greenway and Open Space Master Plan is a park to be located in the northern section of the town. Staff has identified a potential site that is suitable for the location of the Park and Pinwheel Athletic Field Complex. In May 2005 the Board of Commissioners established the Recreation Facility Project Ordinance for land acquisition, design and construction for this facility. Of the 30+ acres that will be needed for this park facility, 25 acres is owned by the Research Triangle Park Foundation. The remaining 5+ acres are owned by other landowners. Town and RTP staff's have negotiated and reached agreement in principle on the terms and conditions of the purchase agreement. Staff is continuing to work on methods that will be used to actually acquire the property and will be briefing this item again at the December briefing meeting. The following list outlines the terms and conditions agreed upon thus far by each party:*

*-Proposed effective purchase date of July 1, 2006.*

*-Purchase price of \$1,200,000 paid in no interest annual payments of \$171,428.58 over 7 years with the first payment due July 1, 2006.*

*-Town agrees that in the event the site is no longer used as a Town of Morrisville Parks, Recreation and Cultural Resources site, RTP retains the option to buy back the property at the agreed upon original selling price and under the same payment terms .*

*-The Town agrees to extend to businesses residing in RTP desiring to use the park facilities for organized corporate sports activities the same user fee schedule as if the business were located within the Town of Morrisville per our Fees and Charges Policy. All facility uses would be coordinated and approved through the Town's Parks, Recreation and Cultural Resources Department.*

*-The Town agrees to provide Progress Energy a designated easement across the property to allow access to their transmission line and distribution facilities.*

**Background:**

In November of 2004 Morrisville residents approved the sale of \$4 million in Parks and Recreation General Obligation Bonds for the establishment of Parks and Recreation Facilities and Land Acquisition. The Town's Comprehensive Parks, Recreation, Greenway and Open Space Master Plan is the document used to identify potential areas where parks and recreation facilities are recommended. Staff has identified a potential site that is suitable for the location of the Park and Pinwheel Athletic Field Complex. The location is an approximately 30+ acre site located in the northwest quadrant of the intersection of Church Street and McCrimmon Parkway. The majority of the site, ( approx. 25 acres) is owned by the Research Triangle Park Foundation with the remaining 5+ acres are owned by one or two private landowners. The Town contracted with the firm Haden-Stanziale to conduct a project feasibility study for this location. The study included such things as site suitability, geo-technical, environmental and wetland concerns as well as site accessibility and connectivity to the town's planned greenway trails. Based on the information provided from the study the staff feels this location is adequately suited to locate the planned Pinwheel Athletic Field Complex and adjoining Park.

**Staff Recommendation:** Staff recommends approval of the resolution and purchase agreement for the purchase of 24.98 acres of land from the Research Triangle Park to be used for the Pinwheel Athletic Field Complex and adjoining Park.

**History of Briefing:** (This section should be updated as the item proceeds through the process.)

**Date:**      **Discussion:**

- 11/14/05    1<sup>st</sup> briefing
- 12/12/05    2<sup>nd</sup> briefing
- 12/20/05    Potential Public Hearing Date
- 1/09/06     3<sup>rd</sup> briefing
- 4/10/06     4<sup>th</sup> Briefing
- 5/22/06     Recommended Action Date

**List Attachments:**

- Conceptual Design
- PARTF 2005-2006 Basic Facts and Assurances
- Resolution Parkland Acquisition
- Public Hearing Minutes on Purchasing of RTP Property and Grant Applications
  
- Potential Funding Scenarios for Parkland Acquisition
- Purchase Contract Agreement
- Indian Creek Greenway Trailhead

**Resource Impact (time/funds/equipment):**

Staff time:

- Low     Moderate     High

*staff resource commitment if item is approved.*

Funding Source:

*\$ 500,000 up to \$1million in G/O Bonds and 1.5 million dollars in Grants are the proposed funding sources for land acquisition, design and construction. The amount of G/O bonds needed is contingent on the amount of grant money received.*

**Town Manager Comment:** *While the staff is suggesting using \$500,000 to \$1 million in bond revenue to meet the town's share of the purchase, the initial funds would likely come from the general fund with approval to reimburse from bond proceeds. After we know more concerning the transportation bonds needs and plans, we would likely package the bond sale to include the a portion of the park bond to repay the general fund for this immediate purchase.*

Resources Utilized:

**Staff Coordination** (list communication efforts) **mark agree, disagree or review.** (2<sup>nd</sup> Briefing is used when information has significantly changed from one briefing to the next.)

Required	Department	1 <sup>st</sup> Briefing	4 <sup>th</sup> Briefing
X	Town Manager	Agree	Agree
X	Senior Director Resources Mgmt	Agree	Agree
X	Senior Director Development Svcs	Agree	Agree
X	Senior Director Community Svcs.	Agree	Agree

X	Public Information Officer	Reviewed	Reviewed
<input checked="" type="checkbox"/>	Budget and Analysis Manager	Agree	Agree
<input type="checkbox"/>	Planning Director		
<input type="checkbox"/>	Town Engineer		
<input type="checkbox"/>	Building Codes Administrator		
<input type="checkbox"/>	Police Chief		
<input type="checkbox"/>	Fire Chief		
<input checked="" type="checkbox"/>	Parks & Recreation Director	Agree	Agree
<input type="checkbox"/>	Public Works Director		
<input type="checkbox"/>	Economic Development		

**If disagreeing, then explain:**

N/A

---

**Public Information Plan:** Answer the following questions to determine the level of Public Information Plan needed for this item:

<b>Question</b>	<b>Type <u>YES</u> or <u>NO</u> in the space provided</b>
Does the item's subject matter affect the majority of our population? <i>(Note: specify the target audience within the Executive Summary section above.)</i>	no
Would the action for the item have a direct affect, positive or negative, on community services currently provided to our citizenry (residential/business)?	yes
Does the item propose an internal policy change?	no
Does the item propose an external policy change that would result in an amendment to our town codes, ordinances, Land Use Plan, or Zoning Map?	no
Does the item require an expenditure of funds equal to or over \$90,000 for the purchase of supplies, materials, and/or equipment?	no
Will/does the item related to a Capital Improvements Project?	yes
Are there any ordinance or general statute requirements for public notification? <i>(Note: If so, cite the ordinance or general statute language within the Executive Summary section above.)</i>	yes
Does the item require a Public Hearing?	yes
Will there be a public forum session held on the subject to gather input?	no

(Check one of the following depending on the number of "yes" questions from above.)

- "Get Noticed" Public Information Plan for five or more YES answers.
- "Legal Ease" Public Information Plan for three or four YES answers.

**“Standard Issue” Public Information Plan for two or less YES answers.**



**RESOLUTION 2005-184 OF THE MORRISVILLE TOWN BOARD  
OF COMMISSIONERS AUTHORIZING THE PURCHASE OF  
LAND FROM THE RESEARCH TRIANGLE PARK  
FOUNDATION FOR A PARK AND ATHLETIC COMPLEX**

---

**WHEREAS**, the Town of Morrisville through its Parks, Recreation and Cultural Resources Department has developed and maintained a system of parks and recreation facilities for use by the citizens; and

**WHEREAS**, the Town of Morrisville has developed and approved a 2002 Comprehensive Parks, Recreation, Greenway and Open Space Master Plan which is used to guide the town in identifying where these types of facilities are needed and /or desired; and

**WHEREAS**; the 2002 Comprehensive Parks, Recreation, Greenway and Open Space Master Plan has identified the need for a community park in the northern section of the town; and

**WHEREAS**; with the continued growth and development of athletic programs within the Parks, Recreation and Cultural Resources Department, staff has identified the need for expanded athletic facilities to accommodate this growth; and

**WHEREAS**; staff has identified a potential 30+ acre site that is suitable for the location of the Park and Pinwheel Athletic Field Complex; and

**WHEREAS**; The majority of the site (24.98 acres) is owned by the Research Triangle Park Foundation and the remaining 5.8 acres is owned by individual property owners; and

**WHEREAS**; The Town has contracted with the firm Haden-Stanziale to conduct a project feasibility study for this location, the study included such things as site suitability, geo-technical, environmental and wetland concerns as well as site accessibility and connectivity to the town's planned greenway trails and based on the information provided from the study the staff feels this location is adequately suited to locate the planned Park and Pinwheel Athletic Field Complex; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE MORRISVILLE TOWN BOARD OF COMMISSIONERS**; authorizes the purchase of 24.98 acres of land from the Research Triangle Park Foundation for a Park and Pinwheel Athletic Field Complex.

**BE IT FURTHER RESOLVED THAT THE MORRISVILLE TOWN BOARD OF COMMISSIONERS** authorizes the Town Manager to execute the Purchase Agreement attached hereto and made a part of this resolution along with all other such documents that may be required to complete this transaction.

Adopted this 22nd day of May 2006.

---

Jan Faulkner, Mayor

ATTEST:

---

Stacie B Galloway, Deputy Town Clerk

**AGREEMENT FOR PURCHASE AND SALE  
OF REAL PROPERTY**

THIS AGREEMENT (the "Agreement") is entered into and effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Town of Morrisville, a North Carolina governmental entity ("Buyer") and the Research Triangle Foundation of North Carolina, a North Carolina non-profit corporation.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”**: (Address) Church Street, Morrisville, North Carolina.

(Legal Description/Description): A tract of approximately 24.98 acres in size, being PIN# 0746020689, Wake County Property Tax Office, and being a portion of the property conveyed to Seller by Deed recorded in the Wake County Registry of Deeds, Book 01670, Page 0239, dated September 20, 1965.

(b) **“Purchase Price”** shall mean the sum of One Million, Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) payable as follows: \$ 171,428.58 in cash at Closing, with the balance paid in 6 annual installments of \$ 171,428.58 by Promissory Note executed on the date of Closing by Buyer in favor of Seller, which shall be substantially similar in form to the Promissory Note attached hereto as **Exhibit A**. The Promissory Note shall provide for the payments due thereunder to be payable annually on the anniversary of the date of Closing. The Promissory Note shall be secured by a Deed of Trust on the Property.

(c) **“Closing”** shall occur on July 3<sup>rd</sup>, 2007 or such later date as the parties may determine.

(d) **“Examination Period”** shall mean the period beginning on the date hereof and extending for One Hundred Fifty (150) calendar days.

(e) **“Intended Use”** shall mean the use of the Property for the following purpose: A combination of both an active sports facility, and a passive recreational park site.

(f) **“Seller’s Notice Address”** shall be as follows:

**Research Triangle Foundation of North Carolina**  
**2 Hanes Drive**  
**Research Triangle Park, North Carolina 27709**



except as same may be changed pursuant to Section 10.

(g) **“Buyer’s Notice Address”** shall be as follows:

**Town of Morrisville**  
**Attn: Town Manager**  
**100 Town Hall Drive**  
**Morrisville, NC 27560**

except as same may be changed pursuant to Section 10.

**Section 2. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, attorney’s fees for Seller and all brokerage commissions. Further, Seller shall provide copies of any existing preliminary soil reports and Phase I environmental reports previously performed on the Property. Buyer shall pay recording costs, costs of any title search, title insurance, attorney’s fees for Buyer and all costs associated with obtaining any financing referenced herein.

**Section 3. Sale of Property:** Seller agrees to sell the Property for the Purchase Price set forth on page 1.



**Section 4. Payment of Purchase Price:** Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this Agreement.

**Section 5. Title:** Seller agrees to convey fee simple marketable title to the Property by General Warranty Deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions as set forth herein and set forth on **Exhibit C** attached hereto (“Permitted Exceptions”).

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

**(a) Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer’s expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(e). In the event that such title examination shall show that Seller’s title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

**(b) Intended Use:** Seller represents and warrants that, to the best of Seller’s knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of Earnest Money, and neither party hereto shall then have any further obligations in connection with this Agreement.

**(c) Same Condition:** If the Property is not in substantially the same condition as of the date of this Agreement, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

**(d) Inspections:** Buyer, its agents or representatives, at Buyer’s expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as related directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(a) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

(e) The parties hereto agree that the legal description of the Property which shall be incorporated in the General Warranty Deed to be delivered at Closing shall be determined by a survey to be conducted during the Examination Period; provided that if the results of such survey are unsatisfactory to Buyer in its reasonable discretion, Buyer shall have the right to terminate this Agreement, and neither party hereto shall have any further obligation hereunder.

**Section 7. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

**Section 8. Risk of Loss/Damage/Repair:** Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 9. Additional Agreements related to the use of the Property:** The parties hereto acknowledge and agree that the Property is being conveyed to the Buyer subject to the following conditions with respect to the use of the Property which shall also be set forth in the General Warranty Deed described in Section 10 below:

- (a) The Buyer agrees that in the event the Property is no longer used as a Town of Morrisville Parks, Recreation and Cultural Resources site, Seller shall have the option to purchase the Property from the Buyer for the Purchase Price and upon the same terms and conditions set forth herein or as otherwise agreed to by both parties.
- (b) The Buyer agrees that businesses residing in the Research Triangle Park which desire to use the park facilities constructed on the Property, for organized corporate sports activities shall be charged the same user fee schedule as if such business were located within the Town of Morrisville, per the current adopted Morrisville Parks, Recreation and Cultural Resources Department Fees and Charges Policy for corporate business rates in effect and adopted by the Town of Morrisville; provided that all such use must be coordinated and approved through the Town of Morrisville's Parks, Recreation and Cultural Resources Department.
- (c) The Buyer agrees that it shall provide to Progress Energy a designated easement across the Property to allow access to transmission lines and distribution facilities belonging to Progress Energy.

**Section 10. Closing:** The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession of the Property shall be delivered at Closing, unless otherwise agreed herein.

**Section 11. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(f) as to Seller and in Section 1(g) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 12. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 13. Adverse Information and Compliance with Laws:**

**(a) Seller Knowledge:** Seller represents and warrants to the Buyer that the Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

---

Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

---

**(b) Compliance:** Seller represents and warrants to the Buyer that to the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 14. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 15. Applicable Law:** This Agreement shall be construed under the laws of the state of North Carolina.

TOWN OF MORRISVILLE  
a North Carolina governmental entity

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Buyer”**

RESEARCH TRIANGLE FOUNDATION  
OF NORTH CAROLINA  
a North Carolina non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Seller”**

**Attachment 2005-184 Potential Funding Scenarios for Parkland Acquisition**

Parks and Recreation Trust Fund (PARTF) & Wake County Open Space Grant

Land acquisition for RTP 24.98 acres, 5.84 acres of adjacent parcels to RTP and 2.5 acres of Indian Creek Greenway Trailhead (Ed White) needed for development of future park funding scenarios:

RTP 34.98 Acres	\$1,200,000
5.84 Acres	\$ 800,000
2.5 Acres (Ed White)	\$ 464,000
TOTAL:	\$2,464,000

\*\*\*\*\*

24.98 Acres RTP Property and 5.84 Acres adjacent to RTP                      \$2,000,000

	<u>Grant</u>	<u>Town</u>
PARTF & W.C. Open Space (Awarded)	\$500,000 PARTF (Maximum Amount)	\$750,000
	\$750,000 W.C. Open Space	
W.C. Open Space (Awarded only)	\$1,000,000	\$1,000,000

2.5 Acres Indian Creek Greenway Trailhead (Ed White),  
24.98 RTP Property and 5.84 Acres adjacent to RTP                      \$464,000

	<u>Grant</u>	<u>Town</u>
W.C. Open Space (Awarded only)	\$1,232,000	\$1,232,000
W.C. Open Space & PARTF	\$500,000 PARTF (Maximum Amount)	\$982,000
	\$982,000 W.C. Open Space	

## Attachment 2006-015 BS Grant Application

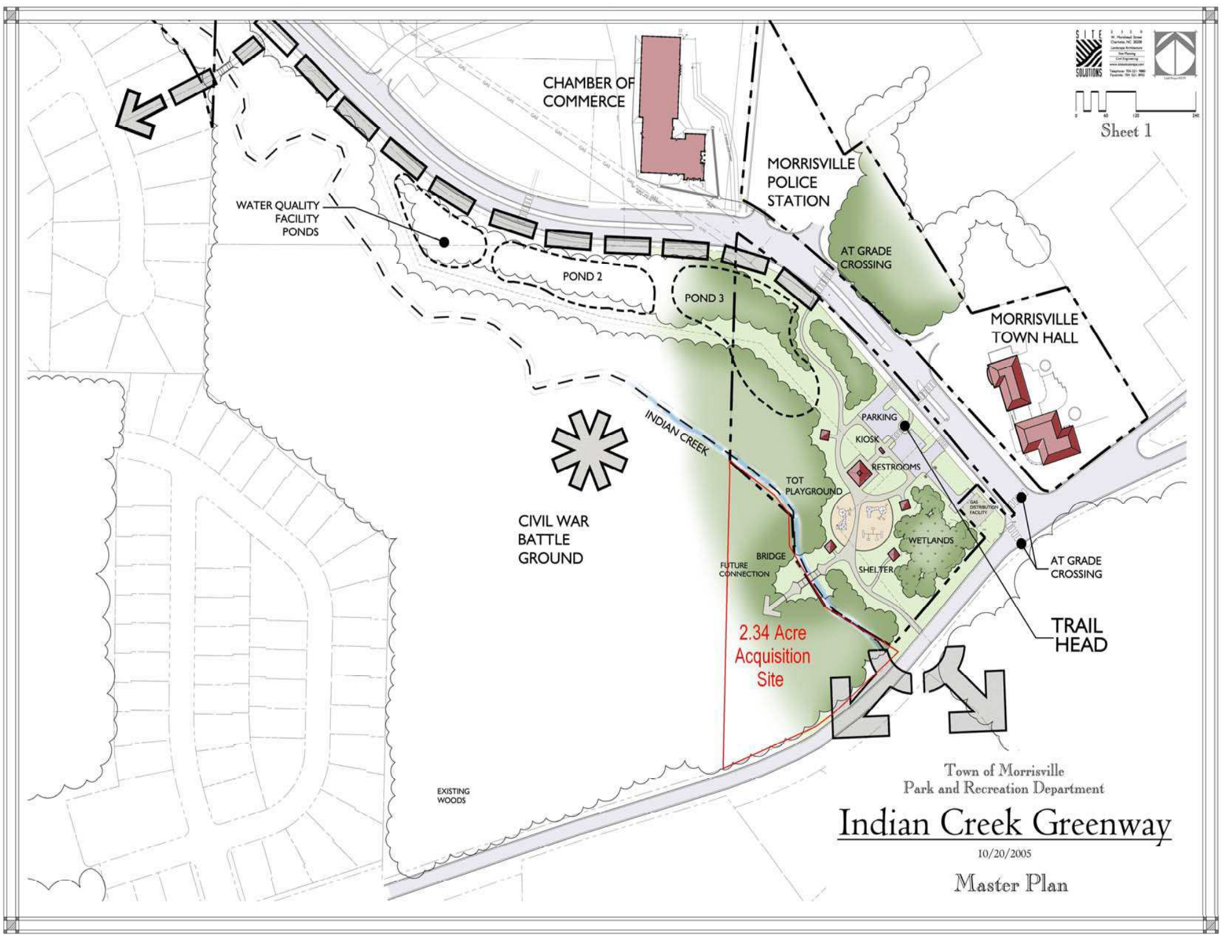
### Parks and Recreation Trust Fund (PARTF) & Wake County Open Space Grant

Land Acquisition for RTP 24.98 Acres and option of additional 5.84 Acres of adjacent parcels needed for development of future Park funding scenarios:

RTP 24.98 Acres	\$48,000 Per Acre	\$1,200,000
5.84 Acres	\$196,020 Per Acre (Estimated)	\$1,144,757
*****		
<u>24.98 Acres RTP Property</u>		<u>\$1,200,000</u>

	<u>Grant</u>	<u>Town</u>
PARTF (Awarded Only)	\$500,000	\$700,000
W.C. Open Space (Awarded Only)	\$600,000	\$600,000
W.C. Open Space & PARTF (Awarded)	\$500,000 PARTF \$600,000 W.C. Open Space	\$100,000
<u>24.98 Acres RTP Property and 5.84 Acres Adjacent to RTP</u>		<u>\$2,344,757 (Estimated)</u>

	<u>Grant</u>	<u>Town</u>
PARTF & W.C. Open Space (Awarded)	\$500,000 PARTF \$922,378.50 W.C. Open Space	\$922,378.50
W.C. Open Space (Awarded Only)	\$1,172,378.50 W.C. Open Space	\$1,172,378.50



CHAMBER OF COMMERCE

MORRISVILLE POLICE STATION

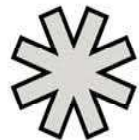
WATER QUALITY FACILITY PONDS

POND 2

POND 3

AT GRADE CROSSING

MORRISVILLE TOWN HALL



CIVIL WAR BATTLE GROUND

INDIAN CREEK

PARKING

KIOSK

RESTROOMS

TOT PLAYGROUND

WETLANDS

SHELTER

BRIDGE

FUTURE CONNECTION

AT GRADE CROSSING

TRAIL HEAD

2.34 Acre Acquisition Site

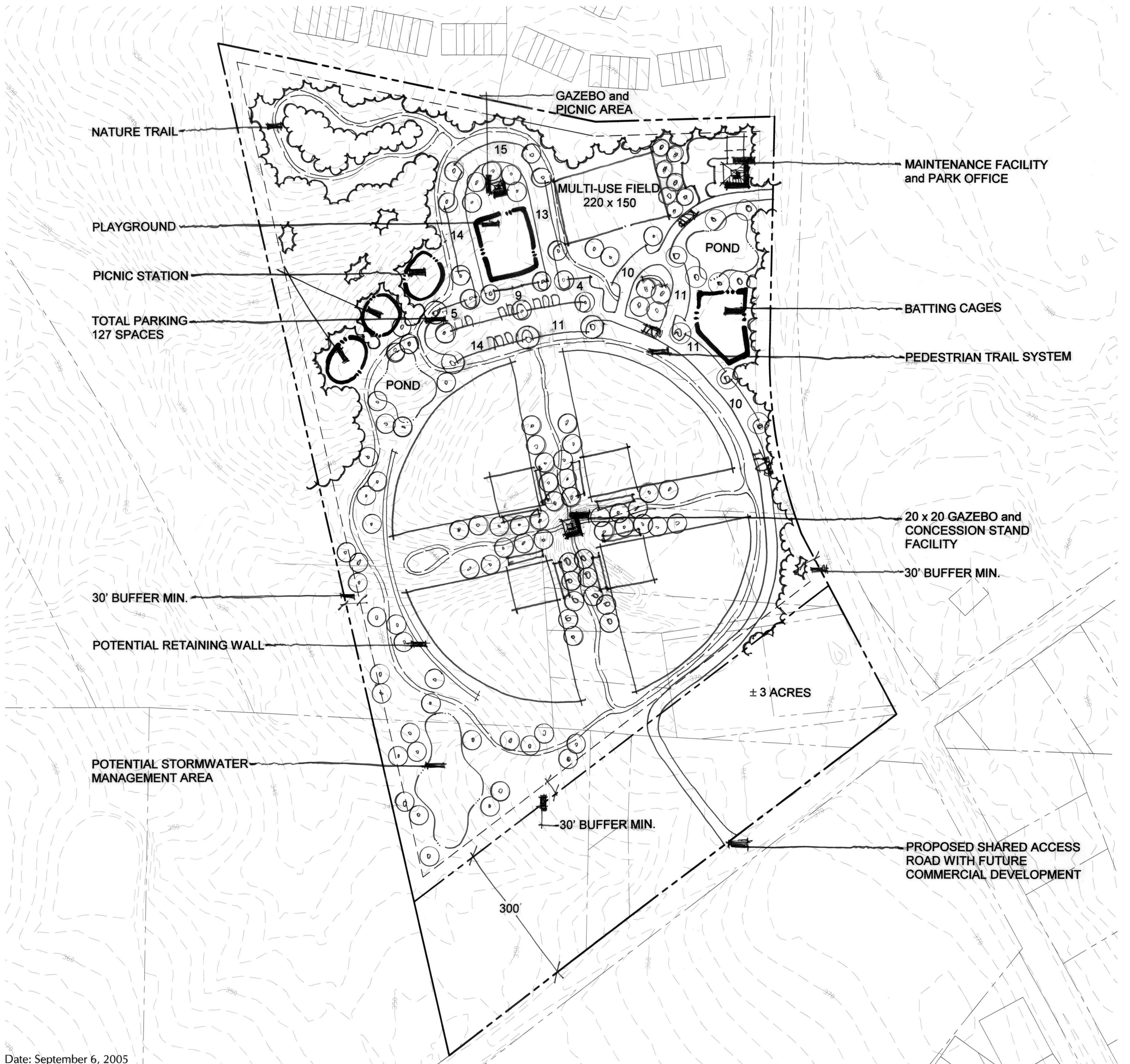
EXISTING WOODS

Town of Morrisville  
Park and Recreation Department

# Indian Creek Greenway

10/20/2005

Master Plan



Date: September 6, 2005

# Morrisville Athletic Complex

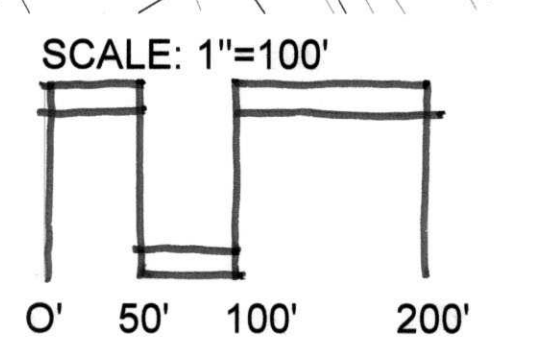
## Conceptual Land Use Plan

Morrisville, North Carolina

**HadenStanziale**  
 planning  
 landscape architecture

3807 Wrightsville Ave. Suite 24  
 Wilmington, NC 28403  
 910.791.8383 Phone  
 910.791.9838 Fax  
 www.hadenstanziale.com

This site plan is a graphic representation and should be utilized for discussion purposes only. Plan components may change based upon regulatory approvals and field conditions. The developer has the right to change all components of the plan at their discretion without notification.





**N.C. Parks and Recreation Trust Fund (PARTF)  
2005-2006 Basic Facts and Assurances**

<b>Applicant: Town of Morrisville</b>	<b>County: Wake</b>
<b>Federal Employer I.D. Number:</b> 56-	
<b>Local Government's Contact Person:</b> Name Krista P. McGivern Title: Director Address: 260 B Town Hall Drive City/State/Zip: Morrisville, NC 27560 Telephone: 919-463-7110 E-mail: kmcgivern@ci.morrisville.nc.us	<b>Chief Elected Official:</b> Name: Jan Faulkner Title: Mayor Address: 100 town Hall Drive City/State/Zip: Morrisville, NC 27560
<b>Local Government Manager:</b> Name: John A. Whitson Title: Town Manager Address: 100 Town Hall Drive City/State/Zip: Morrisville, NC 27560 Telephone: E-mail: jwhitson@ci.morrisville.nc.us	<b>Type of project: (check all that apply)</b>  <input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> New Construction <input type="checkbox"/> Renovation
<b>Site Control:</b>  <input type="checkbox"/> Owned by local government: <input type="checkbox"/> Owned by school board: <input type="checkbox"/> Leased by applicant for 25 years or more (Date lease expires:          )	<b>Costs rounded to nearest dollar:</b>  PARTF funds requested:                      \$500,000  Local government's matching funds: \$700,000  Total cost of project:                              \$1,203,440
<b>Recreation Resources Service (RRS) regional consultant: Jennifer MacDougall</b>	
<b>Title of project: Acquisition of RTP property</b>	
<b>Provide a brief description of the project: Acquire the property for development as a park, potentially a pinwheel ballfield complex with amenities.</b>	
<p align="center"><b>Approval by local governing board:</b> (The local governing board must approve this certification.)</p> <p align="center">I hereby certify the information contained in the attached application is true and correct and the 50% required matching funds will be available during the project period.</p> <p>Adopted this day of (give date):</p> <p>Chief Elected Official:</p> <p align="center">(Signature)    Jan Faulkner, Mayor</p> <p align="center">(For applications sponsored by two or more local governments, or a local government and school administrative unit, one copy of this form must be completed and signed by <b>each</b> applicant. One of the local governments must be identified as the primary sponsor of each project.)</p>	

N	<a href="#">2006-015</a>	Adopt Resolution authorizing application for PART F and Wake County Open Space Grants for RTP Property Purchase	12/12/2005	12/20/2005	1/23/2006
<p>Krista McGivern, Parks and Recreation Director, presented the item to the Board.</p> <p>Mayor Faulkner opened the Public Hearing at 7:15 p.m.</p> <p>Diane Snyder, 204 Garden Square Lane – spoke on the purpose and objective of securing the grant would do to enhance the quality of life of Morrisville. She commented that town and staff has done great job and expressed the importance of continuing to move forward. In referencing the Town’s rapid grow, she stated that we must keep up with the growing demand for more facilities and better parks. She stated her support of the item.</p> <p>Paul Harris, Chairman of Parks, Recreation, and Cultural Resource Advisory Board, stated that there were significant changes to projects that can be contributed to our growth. He commented that enabling us to acquire grants will only provided added means to achieve a higher quality of life to residents. He encouraged the Board to support the grant applications.</p> <p>Bob Mista, 110 Rock River, spoke in support of the target site for the pinwheel ball facility and in support of the grant applications.</p> <p>Commissioner Johnson made a motion to close the public hearing at 7:20 p.m. Commissioner Lyons seconded the motion, which passed unanimously.</p> <p>Commissioner Snyder asked what the estimated cost of land that would need to be purchased beyond the RTP property that would contribute to an increased cost to the overall project.</p> <p>John Whitson, Town Manager, identified six adjacent parcels (each one acre or less) and estimated that a worse case estimate would be \$196,000 an acre.</p> <p>Mrs. McGivern noted that the Town could ask for \$600,000 on the Wake County grant application.</p> <p>Commissioner Holcombe asked if grant funds were tied to the specific project or could the funds be once acquired, be utilized in other park facility needs.</p> <p>Mrs. McGivern replied that grants were flexible.</p>					

**AGREEMENT FOR PURCHASE AND SALE  
OF REAL PROPERTY**

THIS AGREEMENT (the "Agreement") is entered into and effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Town of Morrisville, a North Carolina governmental entity ("Buyer") and the Research Triangle Foundation of North Carolina, a North Carolina non-profit corporation.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) Church Street, Morrisville, North Carolina.

(Legal Description/Description): A tract of approximately 24.98 acres in size, being PIN# 0746020689, Wake County Property Tax Office, and being a portion of the property conveyed to Seller by Deed recorded in the Wake County Registry of Deeds, Book 01670, Page 0239, dated September 20, 1965.

(b) **"Purchase Price"** shall mean the sum of One Million, Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) payable as follows: \$ 171,428.58 in cash at Closing, with the balance paid in 6 annual installments of \$ 171,428.58 by Promissory Note executed on the date of Closing by Buyer in favor of Seller, which shall be substantially similar in form to the Promissory Note attached hereto as **Exhibit A**. The Promissory Note shall provide for the payments due thereunder to be payable annually on the anniversary of the date of Closing. The Promissory Note shall be secured by a Deed of Trust on the Property.

(c) **"Closing"** shall occur on July 3rd., 2007 or such later date as the parties may determine.

(d) **"Examination Period"** shall mean the period beginning on the date hereof and extending for One Hundred Fifty (150) calendar days.

(e) **"Intended Use"** shall mean the use of the Property for the following purpose: A combination of both an active sports facility, and a passive recreational park site.

(f) **"Seller's Notice Address"** shall be as follows:

**Research Triangle Foundation of North Carolina**  
**2 Hanes Drive**  
**Research Triangle Park, North Carolina 27709**



except as same may be changed pursuant to Section 10.

(g) **"Buyer's Notice Address"** shall be as follows:

**Town of Morrisville**  
**Attn: Town Manager**  
**100 Town Hall Drive**  
**Morrisville, NC 27560**

except as same may be changed pursuant to Section 10.

**Section 2. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, attorney's fees for Seller and all brokerage commissions. Further, Seller shall provide copies of any existing preliminary soil reports and Phase I environmental reports previously performed on the Property. Buyer shall pay recording costs, costs of any title search, title insurance, attorney's fees for Buyer and all costs associated with obtaining any financing referenced herein.

**Section 3. Sale of Property:** Seller agrees to sell the Property for the Purchase Price set forth on page 1.

**Section 4. Payment of Purchase Price:** Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this Agreement.

**Section 5. Title:** Seller agrees to convey fee simple marketable title to the Property by General Warranty Deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions as set forth herein and set forth on **Exhibit C** attached hereto ("Permitted Exceptions").

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

**(a) Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(e). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

**(b) Intended Use:** Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of Earnest Money, and neither party hereto shall then have any further obligations in connection with this Agreement.

**(c) Same Condition:** If the Property is not in substantially the same condition as of the date of this Agreement, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

**(d) Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as related directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(a) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination

Period, Buyer determines that the Property is unsuitable and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

(e) The parties hereto agree that the legal description of the Property which shall be incorporated in the General Warranty Deed to be delivered at Closing shall be determined by a survey to be conducted during the Examination Period; provided that if the results of such survey are unsatisfactory to Buyer in its reasonable discretion, Buyer shall have the right to terminate this Agreement, and neither party hereto shall have any further obligation hereunder.

**Section 7. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

**Section 8. Risk of Loss/Damage/Repair:** Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 9. Additional Agreements related to the use of the Property:** The parties hereto acknowledge and agree that the Property is being conveyed to the Buyer subject to the following conditions with respect to the use of the Property which shall also be set forth in the General Warranty Deed described in Section 10 below:

- (a) The Buyer agrees that in the event the Property is no longer used as a Town of Morrisville Parks, Recreation and Cultural Resources site, Seller shall have the option to purchase the Property from the Buyer for the Purchase Price and upon the same terms and conditions set forth herein or as otherwise agreed to by both parties.
- (b) The Buyer agrees that businesses residing in the Research Triangle Park which desire to use the park facilities constructed on the Property, for organized corporate sports activities shall be charged the same user fee schedule as if such business were located within the Town of Morrisville, per the current adopted Morrisville Parks, Recreation and Cultural Resources Department Fees and Charges Policy for corporate business rates in effect and adopted by the Town of Morrisville; provided that all such use must be coordinated and approved through the Town of Morrisville's Parks, Recreation and Cultural Resources Department.
- (c) The Buyer agrees that it shall provide to Progress Energy a designated easement across the Property to allow access to transmission lines and distribution facilities belonging to Progress Energy.

**Section 10. Closing:** The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price

in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession of the Property shall be delivered at Closing, unless otherwise agreed herein.

**Section 11. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(f) as to Seller and in Section 1(g) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 12. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 13. Adverse Information and Compliance with Laws:**

**(a) Seller Knowledge:** Seller represents and warrants to the Buyer that the Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

---

Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

---

**(b) Compliance:** Seller represents and warrants to the Buyer that to the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 14. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 15. Applicable Law:** This Agreement shall be construed under the laws of the state of North Carolina.

TOWN OF MORRISVILLE  
a North Carolina governmental entity

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Buyer”**

RESEARCH TRIANGLE FOUNDATION  
OF NORTH CAROLINA  
a North Carolina non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**“Seller”**