Settlement Agreement

This Settlement Agreement dated November ____, 2024, is by and between the City of Brevard ("City") and Robert A. Bauslaugh ("Landowner") relating to 287 West Main Street, Brevard, NC ("Property").

WHEREAS, City filed condemnation action 21 CVS 381 ("Civil Action") in the Transylvania Superior Cout ("Court") on August 31, 2021, against Robert A. Bauslaugh and Anne P. Chapin relating to the Property;

WHEREAS, pursuant to G.S. 40A, *et. seq.*, the City, through the Civil Action, acquired an easement in the Property for the construction of a public bicycle path ("Bike Path");

WHEREAS, City deposited Fifty-three Thousand ($53,000) Dollars with the Court as estimate of just compensation;

WHEREAS, defendant Anne P. Chapin passed away on January 26, 2024;

WHEREAS, Anne P. Chapin and Robert A. Bauslaugh own the Property as a married couple, tenants by the entirety, so Chapin's interest in the Property passed to Bauslaugh by operation of law when she passed;

WHEREAS, the City and Landowner have come to a settlement agreement;

NOW, THEREFORE, in acknowledgement of this settlement, and the consideration set forth below, the receipt and sufficiency which is hereby acknowledged, the City and Landowner agree as follows:

1. The City previously deposited Fifty-three Thousand ($53,000) with the Court in the Civil Action. The City agrees to pay Landowner an additional sum of $147,000 ("Settlement Check"), within thirty (30) days of the execution of this Agreement, and shall deliver the Settlement Check payable to the NC Eminent Domain Law Firm, ATTN: Kevin Mahoney, 555 South Mangum Street, Suite, 800, Durham, NC 27701, as counsel for, and for the benefit of, the defendant, Robert A. Bauslaugh.

2. Landowner agrees to convey in fee simple absolute via general warranty deed: (1) the Bike Path easement areas shown on Exhibit A attached hereto and

incorporated herein by reference; and (2) the westernmost severed area of the Property also shown on Exhibit A, approximately 7,000 square feet.

3. The City agrees in the future to permit the opening of a curb cut from West Main Street into the Property pursuant to City rules and regulations and to allow motorized vehicles to cross the Bike Path for future development of the Property.

4. The City will build a fence along the entirety of the Bike Path at the time of construction of the Bike Path, and the style of said fence will be like what the City has previously constructed to shield other properties from the Bike Path and will be subject to agreement with the Landowner.

5. The City will use 'best efforts' to preserve as many trees as possible adjacent to the Bike Path.

6. The Landowner hereby grants a one-time right of first refusal to the City to purchase the vacant remnant parcel shown as the subdivided lots on Exhibit A ("Remnant Parcel"), further described as the land west of the existing buildings. The operation of this right shall be governed as follows: (1) if the Landowner receives and accepts a *bona fide* offer to purchase the Remnant Parcel, the Landowner shall tender such offer to the City in writing or by email to the City of Brevard Director of Planning within five (5) days of acceptance of the offer; (2) the City shall have fourteen (14) days from the date of tender to notify Landowner in writing or by email of its non-binding intent to exercise its right to purchase the Remnant Parcel under the same terms and conditions as set forth in the accepted offer, and shall notify the Landowner in writing or by email within forty-five (45) days of its binding intent to purchase the Remainder Parcel; (3) if the City chooses not to exercise its right to match the accepted offer it shall notify the Landowner in writing or by email within (14) days of the tender of the accepted offer to the City and the City's right of first refusal shall forever terminate; and (4) if the City fails to notify the Landowner in writing or by email of its preliminary election to purchase within fourteen (14) days of tender of the accepted offer, then the City's right of first refusal shall forever terminate.

7. In exchange for the consideration set forth herein, the Landowner agrees to release the City from all claims relating to, or arising out of, the Civil Action and the taking of the Bike Path easement.

8. The City represents that the City signatory to this Agreement is expressly authorized to bind the City to all terms of this Settlement Agreement and no

further action is required by the City of Brevard, and that this Agreement was approved by the Brevard City Council on the ___ date of November, 2024.

Landowner,

_____

Robert A. Bauslaugh

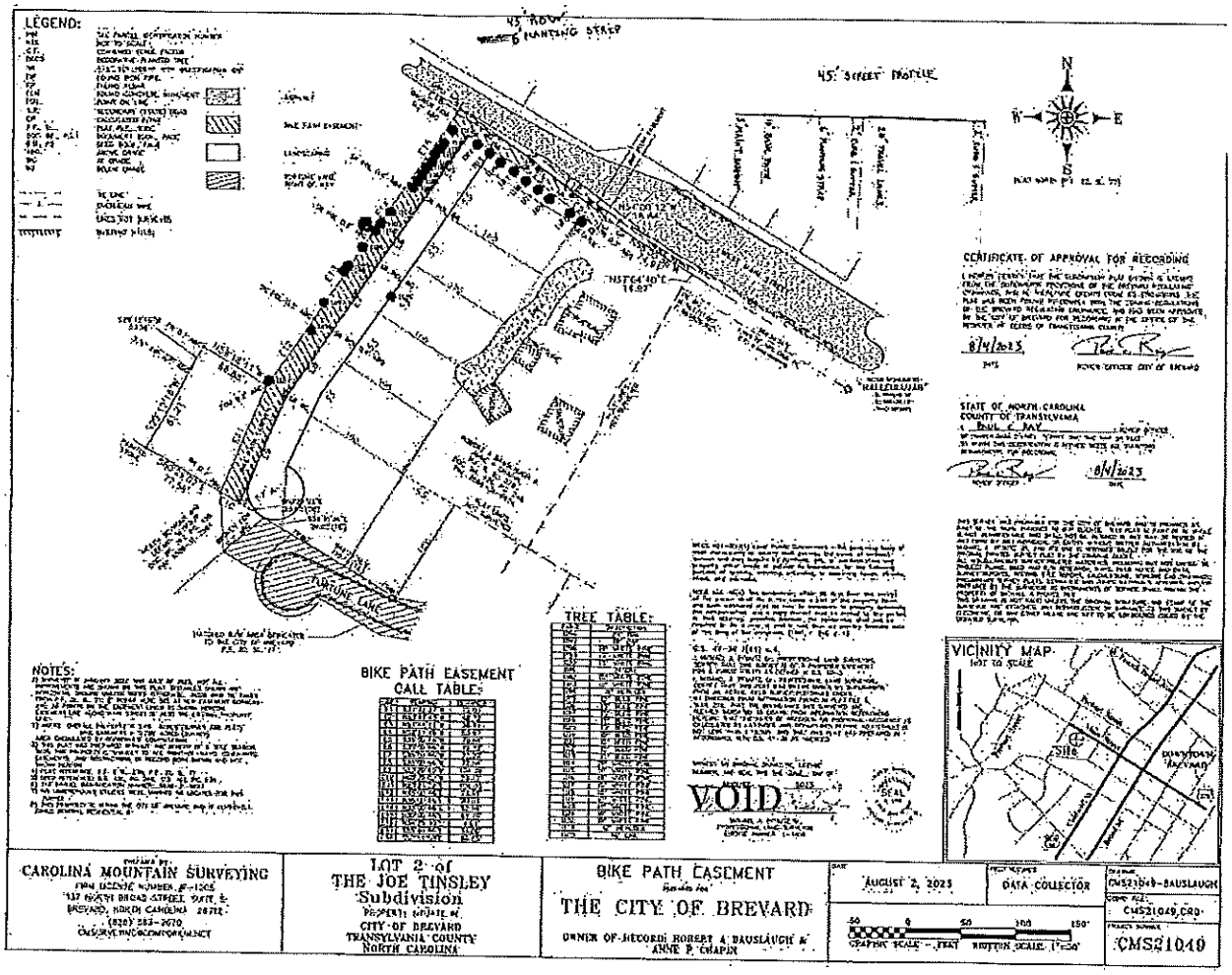
City of Brevard,

_____

By: _____

Its: _____

Exhibit A


LEGEND:
NOTES:
BIKE PATH EASEMENT CALL TABLE:
TREE TABLE:
VOID
VICINITY MAP
NOT TO SCALE
CERTIFICATE OF APPROVAL FOR RECORDING
STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA
8/4/2023
CAROLINA MOUNTAIN SURVEYING
LOT 2 of
THE JOE TINSLEY
Subdivision
CITY OF BREVARD
TRANSYLVANIA COUNTY
NORTH CAROLINA
BIKE PATH EASEMENT
THE CITY OF BREVARD
AUGUST 2, 2023
DATA COLLECTOR
CMS21049.CRD
CMS21049

LEGEND:

PIN	TAX PARCEL IDENTIFICATION NUMBER
NTS	NOT TO SCALE
C.F.	COMBINED SCALE FACTOR
DECO	DECORATIVE PLANTED TREE
SR	5/8" SET REBAR WITH IDENTIFICATION CAP
FIP	FOUND IRON PIPE
FR	FOUND REBAR
FCM	FOUND CONCRETE MONUMENT
POL	POINT ON LINE
S.R.	SECONDARY (STATE) ROAD
CP	CALCULATED POINT
P.F., SL.	PLAT FILE, SLIDE
DOC. BK., PG.	DOCUMENT BOOK, PAGE
D.B., PG.	DEED BOOK, PAGE
ABG	ABOVE GRADE
@G	AT GRADE
BG	BELOW GRADE

ASPHALT

TRACT 1

TRACT 2

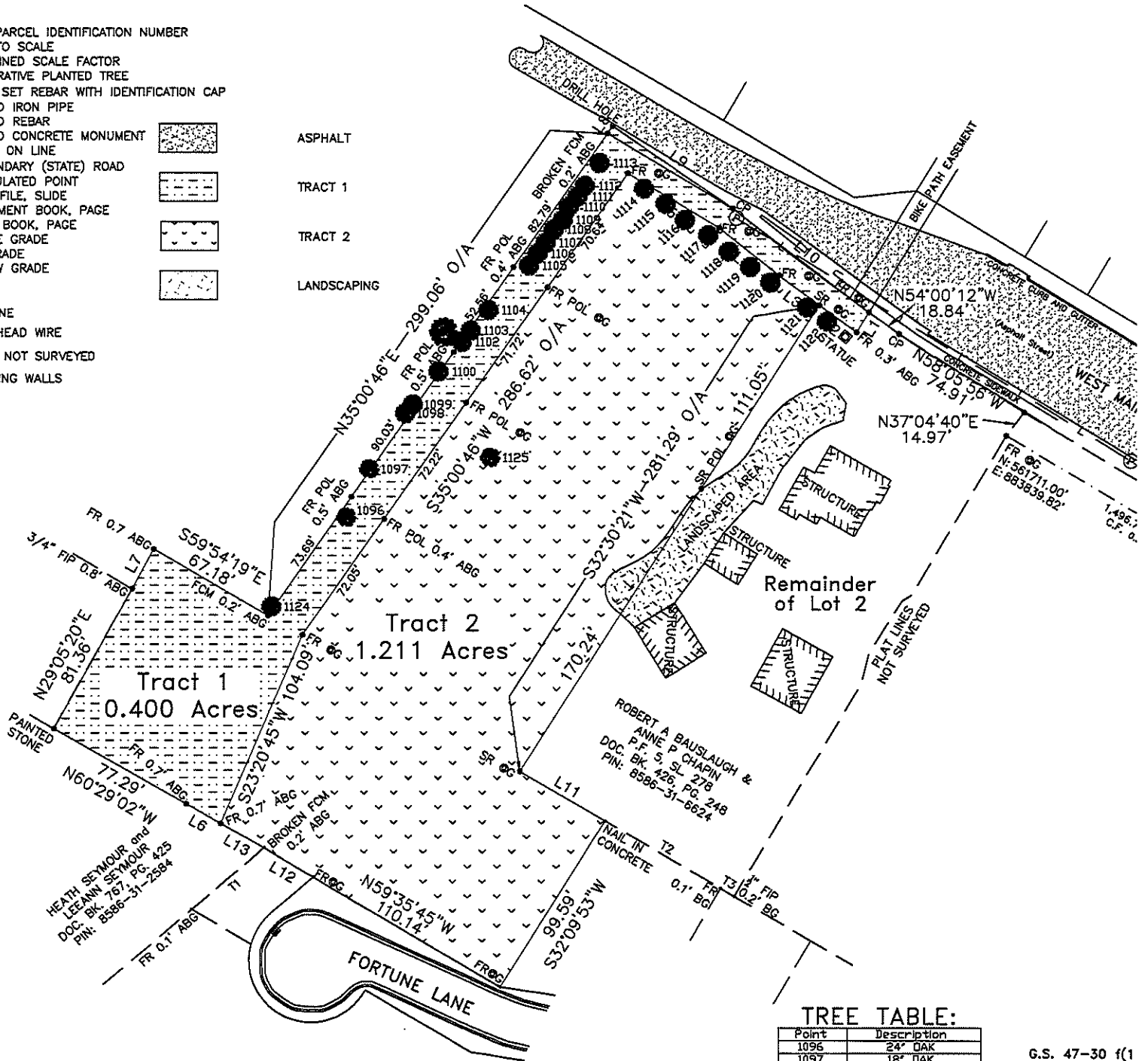
LANDSCAPING

TIE LINE

OVERHEAD WIRE

LINES NOT SURVEYED

BUILDING WALLS



TREE TABLE:

Point	Description
1096	24" OAK
1097	18" OAK
1098	18" WHITE PINE
1099	15" WHITE PINE

G.S. 47-30 f(1

I, MICHAEL A. PFOU

CERTIFY THAT THIS