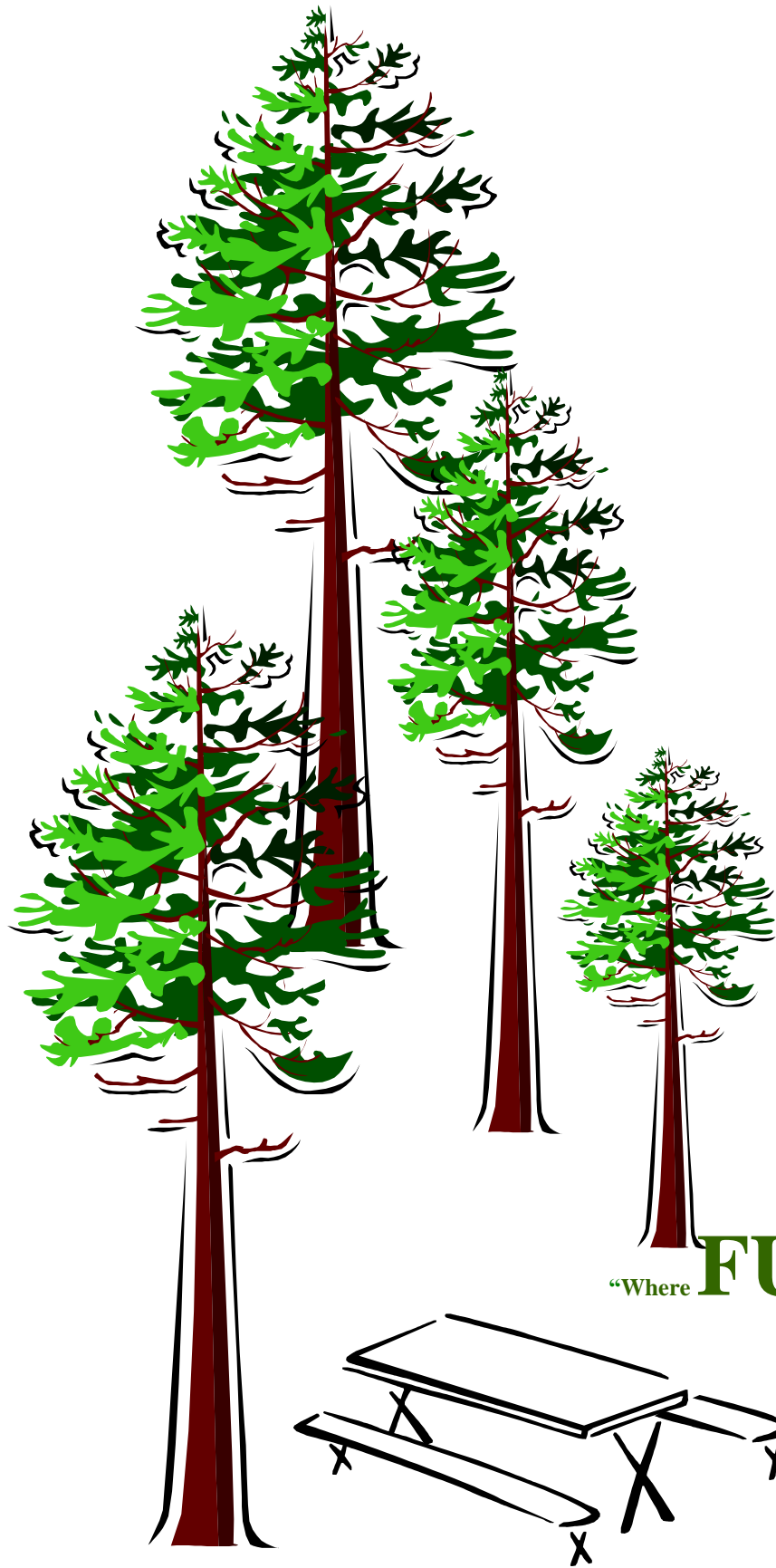
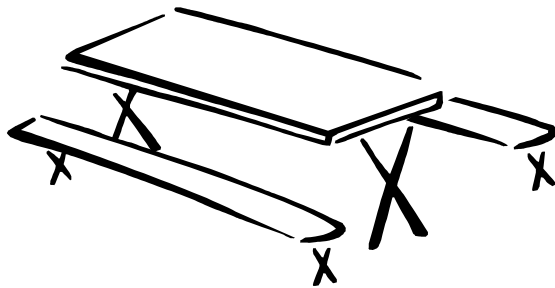


# Matching Incentive Grant Program

Cabarrus County  
Parks Department  
PO Box 707  
Concord NC  
28026

“Where **FUN** comes naturally...and lasts Forever”



## MATCHING INCENTIVE GRANT GUIDELINES

FUNDING

AVAILABLE:

Up to 50% of project cost. Actual amount of funds available for the grants will be determined with the approval of the 2012-2013 FY Budget.

PURPOSE:

To provide seed money for civic and community groups to construct, improve or acquire recreational and park facilities in Cabarrus County.

SPONSORSHIP:

A project must be sponsored by non-profit civic or community group. The sponsoring organization must have elected officers, by-laws, and bank accounts. Examples of groups which can apply for funds are: PTO's, civic clubs, youth sports organizations, church organizations, garden clubs, athletic or recreation associations. The Parks Department will determine which organizations meet the qualifications. Donations from corporations, grants, or individuals may be used to match county funds to construct or improve recreation facilities on publicly owned land in Cabarrus County. In-kind contributions are not eligible as a match.

ELIGIBILITY:

To be eligible, a project must meet the following criteria:

- A. The project must be located on public property owned by Cabarrus County, the boards of education, a municipality within the county, or property leased to the county for a minimum of fifteen years. Projects on school property must be consistent with the respective school system's long range plans. Projects on park property must be consistent with the Parks Department's long range plans.
- B. Provide a new recreational or park facility on eligible property or renovate an existing recreational or park facility. NOTE: Elementary School Park facilities are the only school parks eligible for renovations.
- C. The project must be open to the public on a non-discriminatory basis upon completion, subject to such reasonable restrictions as may be agreed upon by the parties and stipulated as such in the application.
- D. The property the project is located on must remain unlocked and open to the public. (Gates may be locked at a reasonable hour agreed on by the Parks Department.)

GENERAL  
INFORMATION:

- A. Examples of facilities which qualify include:
- |  |                                  |
|--|----------------------------------|
| 1) Athletic sports fields              | 6) Landscaping projects          |
| 2) Tennis & basketball courts          | 7) Hiking and jogging trails     |
| 3) Outdoor lighting                    | 8) Picnic shelters & facilities  |
| 4) Improvements to existing facilities | 9) Physical fitness courses      |
| 5) Playgrounds                         | 10) Mountain and BMX bike trails |
- B. Expendable equipment & supplies are **not** eligible. Expendable equipment is anything that is not permanently attached to the facility. Examples include, but are not limited to concession equipment, PA systems, gators, or any other ATV, UTV, mowers, etc. All supplies are ineligible and include, but are not limited to bats, balls, uniforms, etc.
- C. Project funds spent prior to application can not be included toward an organization's match of county funds (exceptions: funds spent on planning, architectural, engineering or related services).
- D. Funds from governmental agencies cannot be used to match Incentive Grant funds.
- E. Sponsoring organizations must have a minimum of 50% of the total project cost available at the time of application.
- F. The sponsoring organization's match must be cash.
- G. Provisions must be made for continuing maintenance and repair of the project once it is completed.
- H. Maintenance Agreement Form (or letter of responsibility) must be signed by School Principal/Mayor/Manager, Project Coordinator, and Director of Facilities, Operation and Construction/Director of Business Operations.

LAND ACQUISITION  
PROJECTS

- A. A "Notice of Limitation of Use" assurance must be part of the application and if approved for a Cabarrus County Matching Incentive Grant, the assurance must be made part of the project site's public property records. The "Limitation of Use" assures that the property described in the application and the dated project boundary map has been acquired and/or developed with Matching Incentive Grant monies and will in **perpetuity be used for public outdoor recreation purposes.**

Sample NOTICE OF LIMITATION OF USE  
Assurance Form

The (Applicant's Name) understands that **IF** the property identified on the project boundary map of this application is acquired and/or developed with financial assistance provided by Cabarrus County Parks Department in accordance with the Matching Incentive Grant program, **THEN**, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Cabarrus County Parks Department.

- B. The Matching Incentive Grant applicant must pay **all** costs associated with the purchase of property (attorney fees, title search, survey, recording fees, etc.).
- C. If the property is not in the name of Cabarrus County, a municipality, and/or school, the property must be leased to one of the government agencies for a minimum of 15 years.

APPLICATION AND AWARD PROCEDURES:

- A. Completed applications must be submitted to the Parks and Recreation Department from **May 7, 2012 through June 15, 2012**. Incomplete applications will not be considered.
- B. Eligible applicants must be present at the **June 21, 2012** Parks Commission Meeting to present their projects to the Commission. Each applicant will be allotted 5 minutes for presentation purposes.

The Property Committee of the Parks Commission and the department staff will review all applications and make recommendations to the full Commission for funding.

If additional grant funds are still available after the initial grants are approved and awarded, a seconded cycle of applications will be accepted. Applications will be accepted from **November 6, 2012** until **December 14, 2012** for the second cycle. The same procedures will apply to both cycles of applications.

- C. The Parks Commission will prioritize the Incentive Grant projects that will be recommended for approval to the Board of County Commissioners. All projects, including those not recommended for funding (if any), will be presented to the Board of County Commissioners for their consideration as well.

- D. Upon approval of the projects by the Board of Commissioners, the Parks Department will provide written confirmation of the grant to the sponsor, indicating the amount of the award, instructions, conditions, etc.

EVALUATION CRITERIA:

All projects will be reviewed by the Parks Department staff and Parks Commission and scored accordingly.

PROGRAM

- A. Project must begin within sixty (60) days of notification of project approval, and be completed by June 30th of the following fiscal year.
- B. Municipalities and boards of education may administer projects on municipal or school owned property.
- C. In order to assure standards of quality, all improvements will be made under the supervision of the Parks Department.
- D. Project plans and specifications must be approved by the Cabarrus County Parks Department, School Principal, and the Director of Facilities, Operation and Construction/Director of Business Operations. Projects shall not deviate from the approved plans and program descriptions without prior approval of the Cabarrus County Parks Department. Failure to comply will result in revocation of the grant award.
- E. Project plans and specifications must be submitted for a review period of at least 5 working days to the Director of Facilities, Operation and Construction of Cabarrus County Schools and/or the Director of Business Operations of Kannapolis City Schools.
- F. Any organization responsible for the operations and maintenance of a project completed on property not owned by the county must assume all general liability for the completed structure. The agency supervising the project construction will be liable for the project during the construction period. This includes all utilities (water, sewage, etc.), maintenance, upkeep and supervision of the facility. Builders' risk insurance is required from all contractors.
- G. The sponsoring organization must submit its matching funds directly to Cabarrus County Parks Department. Cabarrus County will be responsible for the expenditures of all funds unless other arrangements have been made and approved by the County Manager.
- H. Expenditures made by the county are subject to Cabarrus County and State of North Carolina purchasing procedures.
- I. If the project is at a school, the Principal and the Director of Facilities,

Operations and Construction/Director of Business Operations must approve the grant request. If on municipal or county property, the respective city or county official must approve the grant request.

- I. Failure to comply with any of these requirements may result in revocation of funds.
- J. All public utilities must be in the name of the sponsoring organization.

FOR FURTHER INFORMATION, CONTACT:

Byron A. Haigler, Park Program Manager  
704-920-3360  
Email: [BAHaigler@cabarruscounty.us](mailto:BAHaigler@cabarruscounty.us)

Cabarrus County Parks  
Post Office Box 707  
Concord, NC 28026-0707  
Fax: 704-920-3358

Revised June 30, 1989  
Revised June 14, 1991  
Revised June 23, 1992  
Revised June 27, 1994  
Revised April 27, 1995  
Revised May 23, 1996  
Revised June 23, 1997  
Revised June 10, 1998  
Updated June 7, 1999  
Updated June 14, 2000  
Updated June 19, 2001  
Updated June 11, 2002  
Updated June 18, 2003  
Revised March 1, 2004  
Updated June 15, 2005

Updated 6/30/06  
Updated 01/18/07  
Updated 01/28/08  
Updated 01/05/09  
Updated 10/15/09  
Updated 03/18/11  
Updated 04/17/12

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707  
**MATCHING INCENTIVE GRANT  
SCORING SYSTEM**

Applicant \_\_\_\_\_  
Project Name \_\_\_\_\_

The Parks Commission and Staff will use the following scoring system to rate applications for Matching Incentive Grants. The Commission will make recommendations for funding to the Board of Commissioners, however, all grant applications will be submitted to the Cabarrus County Board of Commissioners for their review and approval.

Provide all pertinent information. Attach a separate page if more space is needed to address any item.

1. a) Has the organization ever been awarded an Incentive Grant from Cabarrus County Parks Department? (5 points) b) Has the organization been awarded an Incentive Grant in the last 5 years? (3 points) c) Has there been an Incentive Grant awarded to an organization from this geographic area in the last 5 years. (3 points) d) The organization has been awarded an Incentive Grant within 5 years. (1 point)	Yes ____ No ____ Yes ____ No ____ Yes ____ No ____ Yes ____ No ____
2. This project includes land acquisition. (10 points)	Yes ____ No ____
3. a) This project will provide new active recreation opportunities. (5 points) b) This project will provide active recreation opportunities. (3 points) c) This project will provide new passive recreation opportunities. (5 points) d) This project will provide passive recreation opportunities. (3 points) e) This project will provide new support facilities for active recreation. (5 points) f) This project will provide support facilities. (3 points) g) This project will provide renovation to an existing recreation opportunity. (2 points)	Yes ____ No ____ Yes ____ No ____ Yes ____ No ____ Yes ____ No ____ Yes ____ No ____ Yes ____ No ____ Yes ____ No ____
4. a) This project will be maintained, repaired, and/or replaced by the organization. (5 points) b) This project will be maintained and repaired by support agencies. (1 point) c) A Maintenance Agreement is signed and attached. (1 point)	Yes ____ No ____ Yes ____ No ____ Yes ____ No ____

Matching Incentive Grant Scoring System, Page 2

5. This project will be unlocked and open to the public. (5 points)	Yes ____ No ____
6. a) This project has architectural or design drawings and cost estimates. (5 points)  b) The architectural and/or design plans are signed and attached. (3 points)  c) All utilities are identified on drawings/maps. (3 points)  d) This project has a description/narrative and cost estimates. (3 points)	Yes ____ No ____  Yes ____ No ____  Yes ____ No ____  Yes ____ No ____
7. a) Does this project duplicate existing public facilities. (3 points)  b) This project is part of a multi-year plan to develop the facility. (3 points)  c) This project is suitable to the land and conforms to the Livable Community Blueprint. (3 points)	Yes ____ No ____  Yes ____ No ____  Yes ____ No ____
8. a) This project was presented to the organizational governing body. (3 points) b) This project was presented to the organization/community as a whole. (3 points)  <b>(Attach minutes of meetings.)</b>	Yes ____ No ____ Yes ____ No ____
9. a) The application is signed by the Principal/Mayor/Manager. (1 point)  b) The application is signed by the Director of Facilities, Operations, and Construction/Director of Business Operations, Cabarrus County & Kannapolis City Schools (if applicable). (1 point)	Yes ____ No ____  Yes ____ No ____
10. a) All forms were attached, signed, and on time. (1 point)	Yes ____ No ____

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707  
**MATCHING INCENTIVE GRANT  
CHECKLIST**

Applicant \_\_\_\_\_

Project Name \_\_\_\_\_

In order for Matching Incentive Grant Application to be complete, all items listed must be included. If item is not applicable to project, please indicate NA.

- \_\_\_\_\_ 1. Matching Incentive Grant Checklist
- \_\_\_\_\_ 2. Incentive Grant Applicant Information Form
- \_\_\_\_\_ 3. Project Narrative
- \_\_\_\_\_ 4. Minutes of Group Presentation(s)
- \_\_\_\_\_ 5. Budget Information
  - a. Budget Information Form
  - b. Itemized Estimates/Quotes from Contractors/Vendors for any purchases over \$1,000.00
- \_\_\_\_\_ 6. Maintenance Agreement
- \_\_\_\_\_ 7. Design Drawings/Site Plan Form
  - a. Designs
  - b. Site Plan
- \_\_\_\_\_ 8. Land Acquisition Form (if applicable)
- \_\_\_\_\_ 9. Current Bank Statement

## Dates to Remember:

Friday, June 15, 2012 – Grant Application Deadline

Thursday, June 21, 2012 – Presentations of Matching Incentive  
Grant Applications  
Cabarrus County Parks Commission

## MATCHING INCENTIVE GRANT SIGNATURE PAGE

By signing our names below, we attest to having seen and read the following pages. We also acknowledge that we agree with and support the scope of the project.

- |              |   |
|--------------|---|
| Attachment A | Matching Incentive Grant Applicant Information Form |
| Attachment B | Matching Incentive Grant Project Narrative          |
| Attachment C | Matching Incentive Grant Budget Information Form    |
| Attachment D | Matching Incentive Grant Maintenance Agreement Form |
| Attachment E | Matching Incentive Grant Design/Site Plan Form      |
| Attachment F | Matching Incentive Grant Land Acquisition Form      |

\_\_\_\_\_  
*Director of Facilities, Operations & Construction/Director of Business Operations (if applicable)*      *Date*

\_\_\_\_\_  
*School Principal/Mayor/Manager*      *Date*

\_\_\_\_\_  
*Project Coordinator*      *Date*

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

## MATCHING INCENTIVE GRANT APPLICANT INFORMATION FORM

<b>1. APPLICANT INFORMATION</b>			
ORGANIZATION NAME		NON-PROFIT _____ YES      _____ NO	
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
PROJECT COORDINATOR'S NAME			
EMAIL ADDRESS			
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
SCHOOL PRINCIPAL'S NAME (IF PROJECT LOCATED ON SCHOOL PROPERTY)			
EMAIL ADDRESS			
ADDRESS	PHONE NUMBER	FAX NUMBER	OTHER NUMBER
<b>2. PROJECT INFORMATION</b>			
DESCRIPTIVE TITLE OF PROJECT			
PROJECT SITE			
STREET ADDRESS	CITY	STATE	ZIPCODE
AREAS AFFECTED BY PROJECT: (SCHOOLS, MUNICIPALITIES, ETC.)		_____ NEW PROJECT	START DATE _____
		_____ ON-GOING PROJECT	COMPLETION DATE _____
WILL A FEE BE CHARGED FOR USE OF FACILITY/PROJECT?  _____ YES      _____ NO	ON-GOING MAINTENANCE FOR PROJECT WILL BE PROVIDED BY:		
ESTIMATED FUNDING:	TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION IS TRUE AND CORRECT. THE DOCUMENT HAS BEEN AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE GRANT IS AWARDED.		
APPLICANT    \$	TYPED NAME OF PROJECT COORDINATOR		
COUNTY       \$			
IN-KIND      \$	SIGNATURE OF PROJECT COORDINATOR		
TOTAL        \$	_____		

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

## MATCHING INCENTIVE GRANT PROJECT NARRATIVE

The PROJECT NARRATIVE gives the applicant an opportunity to describe and justify the need for the project being proposed, describe the levels of public involvement, citizens served, and planning and operation/maintenance for the proposed project. Please provide concise but detailed explanations for each section, using the section headings listed below. Include the information from the Scoring Sheet in narrative.

Title it: **PROJECT NARRATIVE FOR (PROJECT NAME)**

**1. Project Description**

Describe the project by listing the new, additional and/or renovated recreation facilities and support facilities that will be provided if the grant is awarded.

- Will this project provide the first recreation facility built with grant funding?
- Why is the project needed?
- What is the project designed to accomplish?
- Who will the project serve (clientele and area)?
- If the project includes renovation, justify the renovation, such as the age of the facility or overuse.
- If applicable, explain the need for land acquisition.

**2. Project Planning**

Describe all planning efforts and methods used to identify the need for this project.

- How were priorities established?
- Does this project correspond to the Livable Community Blueprint?

**3. Public Involvement**

Describe how community citizens have been involved in developing plans for the proposed project and the level of public support for the project. Consider public meetings for discussing the project, presentations to civic/community groups. Attach a copy of minutes or support documentation.

**4. Operation and Maintenance**

Describe who will be responsible for the development, operation, programming and maintenance of the site upon completion. Attach an Maintenance Agreement.

**5. Citizens Served**

To what extent will persons with disabilities be served by the proposed project? Is the project designed to meet or exceed the Americans with Disabilities Act Accessibility Guidelines?

Applicant \_\_\_\_\_

## PROJECT NARRATIVE FOR

\_\_\_\_\_  
(Name & Location of Project)

1. Project Description

2. Project Planning

3. Public Involvement

4. Operation and Maintenance

5. Citizens Served

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

## MATCHING INCENTIVE GRANT BUDGET INFORMATION FORM

Applicant \_\_\_\_\_

Project Name \_\_\_\_\_

BUDGETED ITEM	AMOUNT
Architectural/Engineering Fees	\$
Materials	\$
Construction	\$
Permits/Inspections	\$
Land Acquisition	\$
Demolition/Removal	\$
Other	\$
	\$
	\$
	\$
	\$
<b>TOTAL</b>	\$

NOTE: An itemized estimate/quote from contractor/vendor should be attached.

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

# MATCHING INCENTIVE GRANT MAINTENANCE AGREEMENT FORM

Applicant \_\_\_\_\_

Project Name \_\_\_\_\_

It is understood that \_\_\_\_\_  
*(Organization)*

is submitting a Matching Incentive Grant Application to Cabarrus County Parks Department

for \_\_\_\_\_  
*(Project)*

at \_\_\_\_\_  
*(Facility)*

*(Type of Maintenance)* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

will be performed by \_\_\_\_\_  
*(Organization/Company)*

on a regular schedule consisting of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Director of Facilities, Operation & Construction/Director of Business Operations (if applicable)* *Date*

\_\_\_\_\_  
*School Principal/Mayor/Manager* *Date*

\_\_\_\_\_  
*Project Coordinator* *Date*

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

# MATCHING INCENTIVE GRANT DESIGN/SITE PLAN FORM

Applicant \_\_\_\_\_

Project Name \_\_\_\_\_

The attached Design/Drawings for the \_\_\_\_\_  
*(Project)*

at \_\_\_\_\_  
*(Facility)*

are being submitted as a Cabarrus County Parks Department Matching Incentive Grant

Application and meet the approval of \_\_\_\_\_  
*(Property Owner)*

\_\_\_\_\_  
*Director of Facilities, Operation & Construction/Director of Business Operations (if applicable)*      *Date*

\_\_\_\_\_  
*School Principal/Mayor/Manager*      *Date*

\_\_\_\_\_  
*Project Coordinator*      *Date*

Cabarrus County Parks Department  
P.O. Box 707, Concord, NC 28026-0707

# MATCHING INCENTIVE GRANT LAND ACQUISITION FORM

**This Landowner Agreement** is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (\*either an individual residing at \_\_\_\_\_, \_\_\_\_\_ North Carolina \_\_\_\_\_ or \_\_\_\_\_, a North Carolina corporation/limited liability company/partnership, with its principal place of business at \_\_\_\_\_, \_\_\_\_\_ North Carolina \_\_\_\_\_) (hereafter, the "**Landowner**"); Cabarrus County, North Carolina, with its principal place of business at 65 Church Street, Concord, North Carolina 28025 (the "**County**"); and \_\_\_\_\_, a North Carolina non-profit corporation with its principal place of business at \_\_\_\_\_, \_\_\_\_\_ North Carolina \_\_\_\_\_ ("**Applicant**").

**WHEREAS, Landowner** is the sole and exclusive owner in fee simple of the real estate and all improvements thereon located at \_\_\_\_\_, \_\_\_\_\_, North Carolina \_\_\_\_\_ totaling approximately \_\_\_\_\_ acres and more particularly described in **Exhibit A** attached hereto and incorporated herein (hereafter, the "Property") (\*need to attach a legal metes and bounds description of the real property as **Exhibit A**); and

**WHEREAS, Applicant** and **Landowner** jointly and severally represent to the **County** that **Applicant** and **Landowner** have entered into a conditional purchase agreement for **Applicant's** purchase of the Property, conditioned upon, among other things, **Landowner's** agreement to sell the Property for an aggregate purchase price of \$ \_\_\_\_\_ and **Applicant's** approval for receipt of funds in the aggregate amount of \$ \_\_\_\_\_ (the "Funds") pursuant to the **County** Matching Grants Incentive Program for the County's fiscal year 20\_\_\_\_-20\_\_\_\_, offered by the **County** through the County Parks Department (the "**Department**"), (hereafter, the above referenced Matching Grants Incentive Program may be referred to as the "Program"); and

**WHEREAS, Applicant** hereby represents to **Landowner** that **Applicant** has applied for or will timely apply for receipt of the Funds pursuant to the Program in order to purchase the Property; and

**WHEREAS, Landowner** hereby represents to the **Applicant** and the **County** that it is aware of and agrees to the restrictive uses for the Property that will be imposed by the **County** on the **Applicant's** use of the Property in order for **Applicant** to be considered for award of the Funds; and

**WHEREAS, Landowner** understands that the **Department** must evaluate all applications for Program funds, which are awarded on a limited basis, and that **Applicant** may or may not be granted the Funds pursuant to the Program.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Guarantee of Purchase Price to Applicant/Title to Property.** **Landowner** and **Applicant** represent and warrant to the **County** that they have agreed, respectively, to the sell and purchase the Property for an aggregate purchase price of \$ \_\_\_\_\_ (the "Purchase Price") upon the terms and conditions more fully set forth in the purchase agreement by and between the **Landowner** and the **Applicant**, which is attached hereto as **Exhibit B** and incorporated as if more fully set forth herein. Such terms and conditions include, without limitation, a provision that **Landowner** is the sole and exclusive owner of the Property and has the sole and exclusive unencumbered right to transfer fee simple title to the **Applicant** by North Carolina General Warranty Deed, free and clear of all encumbrances whatsoever except for ad valorem property taxes not yet due and payable.
2. **Right to Purchase.** **Landowner** represents and warrants to the **County** and **Applicant** that the Purchase Price and **Applicant's** right to purchase the Property shall remain in effect until the **Department** releases the names of the recipients of the Program funds. The **Department** warrants and represents that it will use its best efforts to announce the recipients of the Program funds no later than \_\_\_\_\_, 20\_\_.

3. **Environmental Warranties and Representations.** In addition to any other representations and warranties provided the **Applicant** by the **Landowner** with respect to the Property, **Landowner** represents and warrants to the **County** and the **Applicant** that the Property is not currently and to the best knowledge of the **Landowner** after due investigation, has never been in violation of any federal, state or local laws, rules, regulations, or ordinances pertaining to environmental matters of any kind or nature and to the best of **Landowner's** knowledge, no adjoining property is or has ever been in violation of any federal, state or local laws, rules, regulations or ordinances pertaining to environmental matters of any kind or nature.
  
4. **Obligation to Purchase.** Notwithstanding any term or condition of this or any other agreement regarding the Property, no term or condition of this Agreement or any other agreement shall be construed to require **Applicant** to purchase the Property in the event: (1) **Landowner** is in default under this or any other agreement by and between **Applicant** and **Landowner** with regard to the Property; or (2) **Applicant** is not the recipient of the full amount of the Funds under the Program. Furthermore, no term or condition of this or any other agreement shall be construed to impose a duty, express or implied, upon the **County** or the **Department** to award the Funds or any portion thereof to the **Applicant**.
  
5. **Landowner** understands that in the event the **Landowner** is in default under the terms and conditions of **Exhibit B**, if any **Landowner** representations and warranties set forth herein are false or misleading, or in the event **Applicant** is not the recipient of the full amount of the Funds, neither **Applicant** nor the **County** is under any express or implied obligation whatsoever to purchase the Property.
  
6. **Miscellaneous.** This agreement shall be governed by the laws of the state of North Carolina. For purposes of enforcement of this Agreement, the parties agree to the exclusive jurisdiction of the courts of Cabarrus County, North Carolina without application of any conflicts of laws provisions of any jurisdiction. Paragraph headings are for convenience only and shall not be deemed to be a controlling part of this Agreement. In the event any provision of this Agreement is deemed for any reason to be unenforceable, the remaining provisions shall remain in full force and effect. No party hereto may assign this Agreement without the express prior written consent of the other parties hereto. However, this Agreement shall be deemed binding upon any successor in interest to the **Landowner** and any other permitted successors and/or assigns of the parties. No provision of this or any other agreement shall be construed to imply a joint venture, partnership or agency agreement between or among the parties hereto.

**LANDOWNER:**

**APPLICANT:**

\_\_\_\_\_

By : \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By : \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**READ AND AGREED TO:**

**CABARRUS COUNTY, NORTH CAROLIINA**

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

Name: \_\_\_\_\_

Title: Director, Parks Department of Cabarrus County

This instrument has been audited in accordance with the Local Government Budget and Fiscal Control Act. By: \_\_\_\_\_, Pam DuBois, Finance Director, Cabarrus County, North Carolina