

Informal discussion between  
The Historic Bath Foundation  
And  
Bath High School Preservation  
3/19/15

**Parties present: BHSP ...Becky Tuten, James Russell Boyd, Sandra Harrison ... HBF ... Surry Everett & Gene Roberts**

Surry shared that he and Gene were pleased to meet with BHSP folks.....but were listening and responding their own views rather than those of HBF board.

Becky shared BHSP's appreciation of the past working relationship between BHSP & HBF.....and the importance of these organizations again working together in saving the BHSP bldg.

It was emphasized however that in this informal discussion on this day that they too were expressing their own views rather than the official board's. It was Becky, James Russell and Sandra's desire to see if there was an opportunity for the two groups to once again join forces to preserve the bldg.

The parties present agreed that all entities in Bath need to work together toward the mutual goal of saving the town's historic properties, including the former BHS building.

Becky referred to the current agreement (9/14/10) in which HBF has an option on the Northwest Wing for 6 years through 9/14/16; with the added option of extending the agreement up to four years (until 2020) for an additional \$10,000 per year. Sandra Harrison noted that HBF donations to date (that she is aware of) total \$ 86,500.

Even though since 2013 HBF has committed funds to several other large projects in Bath, they remain committed to developing a Museum in Bath. The Northwest Wing (office) of the BHSP building has long been a preferred site by some. Since the failure to come to an agreement in 2014, HBF has explored other alternatives including the Ag Building with adjacent land next to the Gym owned by the Town of Bath. At the February Town Meeting HBF made a presentation to the Town and a response from the town is pending. The HBF Board has identified an estimated cost of an alternative site.....in the \$400,000 range.

The Museum project remains a major objective for completion at the earliest possible date for HBF.

**Key criteria deemed necessary to the selection of a site remain:**

- HBF ownership of the land on which a museum is located with the goal of having the State of NC or a similar entity ultimately taking ownership and operation of the facility.
- In the case of BHSP or Town of Bath property ... a reverter clause stating "should the Museum (or other similar or related uses) being operated by HBF or its assigns, cease on a permanent basis, then ownership of the agreed upon property would revert to the noted seller.

**Other items to consider for BHSP & HBF agreement on developing the Northwest Wing – (BHSP building for a Museum in Bath):**

1. **TIMELINE:** Continue the option agreed to September 14, 2010. Agree for HBF to take ownership of the Northwest Wing and land it sits on, for the purpose of establishing a museum in the former BHS at no additional cost to HBF. Transfer of ownership may occur after 90 days advanced notice to BHSP by HBF of their intent to initiate closing procedures.
2. **GALLERY COMPLETION– USEAGE** ...The HBF will provide a contribution to Bath High School Preservation (BHSP) which will be used toward completion of The Gallery.

The primary use of The Gallery upon completion will be by HBF for use as museum space prior to completion of all space on the first floor of the Northwest Wing.

BHSP may use the Gallery for any function/s desired outside of normal operating hours.

Use of the Gallery by HBF will cease once all space on the first floor of the northwest wing is occupied by HBF.

**EASEMENTS:** HBF and BHSP will acknowledge joint ownership with appropriate reciprocal easements to develop and share use of elevator / elevator shaft space identified on the 2007 Feasibility Study.

Other easements necessary for use by BOTH parties to shared use of entrances and bathrooms in the Gallery hallway shall be identified.

3. **RESTRICTIVE COVENANTS:** HBF acknowledges that all the restrictive covenants shall be a condition of ownership transfer in perpetuity.
4. **REVERTER CLAUSE:** HBF acknowledges that the entire reverter clause shall be a condition of ownership transfer in perpetuity.