

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT to sell and purchase real property (this “Contract”) is made and entered into as of the ____ day of _____, 2015 by and between C.N. Reid Real Estate Limited Partnership, RLLLP, a NC Registered Limited Liability/Limited Partnership (hereafter referred to as “Reid” or “Seller”), and the Town of Huntersville, a North Carolina Municipal Corporation (hereafter “Town” or “Buyer”).

WITNESETH

WHEREAS, Seller owns approximately 10.1202 acres of land hereafter described which they wish to sell; and

WHEREAS, Town wishes to purchase said acreage; Therefore:

AGREEMENT

For the considerations hereafter set forth, Seller agrees to sell and Town agrees to buy the property hereinafter described on the following terms and conditions:

1. **PROPERTY.** All of that land described on Exhibit A attached hereto and incorporated herein, hereafter referred to as the “Property”.
2. **PURCHASE PRICE OF PROPERTY.** The total purchase price of the Property shall be an amount calculated at \$52,500.00 per acre, according to a survey obtained by Town as hereinafter set forth, and shall be paid as follows:
 - (a) An Earnest Money Deposit in the total amount of \$10,000.00 which shall be paid to _____ as Escrow Agent within three (3) business days after approval of this contract and appropriation of funds in open session by the Town of Huntersville Board of Commissioners as provided in paragraph 13, and which shall be credited to the purchase price at closing or disbursed as hereafter provided;
 - (b) The balance shall be paid at closing to the Sellers by wire transfer of fund, or other means acceptable to Seller.
3. **EFFECTIVE DATE.** The Effective Date of this Contract shall be the final date of signing by the parties and approval by the Town of Huntersville Board of Commissioners in open session, as provided in Paragraph 12 hereafter.

4. **CLOSING DATE.** Closing of the transfer of the Property shall occur on or before one hundred and twenty (120) days from the Effective Date at Town's offices in Huntersville, North Carolina, or such other place, or in such other manner as may be mutually acceptable to the parties.
5. **INTENDED USE.** The Town intends that the Property be used for a fire station and related facilities ("Intended Use") or for such other purposes as Town may deem appropriate.
6. **TRANSFER OF TITLE TO PROPERTY.** At closing, Seller shall deliver to Buyer a General Warranty Deed conveying fee simple marketable title to the Property, subject only to covenants, rights of way and easements, and other regulations acceptable to Town not affecting its use of the Property for its intended purposes, zoning and other land use laws and ordinances and the lien of the then current year's *ad valorem* taxes which shall be pro-rated as of the date of closing (the "Permitted Exceptions").
7. **EXAMINATION PERIOD.** As used in this Contract, "Examination Period" shall mean that period of time after the Effective Date to a date which is ninety (90) days after the Effective Date.
8. **SURVEY.** Town, at its expense, may have a current survey made of the Property by a qualified North Carolina surveyor, and the total acreage of the Property as shown on that survey shall be used in determining the total purchase price of the Property as set forth in Paragraph 2. Upon completion of the survey, Town will cause a copy thereof to be delivered to Seller. If Seller disagrees with the results of the survey, it may have another survey made, at its expense, by a surveyor of its choosing. If there are significant differences between the surveys, the two surveyors shall resolve the differences. Nevertheless, Town may, at its option, elect not to have a new survey performed, in which case the acreage content as shown on the attached legal description will be used in calculating the purchase price. Seller specifically grants to Town and its surveyor the right to go upon the Property for the purpose of performing such survey.
9. **TITLE EXAMINATION.** After the Effective Date, Town shall, at its expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event such title examination shall reveal that Seller's title is not fee simple marketable and insurable at regular rates, subject only the Permitted Exceptions, then Town shall promptly notify Seller in writing of such title defects and exceptions. Seller shall then have thirty (30) days to cure the defect (provided that if such objection or defect is of an established monetary amount, then it may be cured by withholding and disbursing the necessary amounts at closing). If Seller has to cure the defect, the closing shall be extended for the time reasonably necessary to cure the defect. If Seller is unable or unwilling to cure the defect, the Town shall have the option of terminating this Contract,

or take title in its then condition without reduction of the purchase price (except those defects that can be cured by withholding an established monetary amount). Within fourteen (14) days after the Effective Date, Seller shall deliver to Town copies of any title insurance policies it has in its possession affecting the Property or any portion thereof as well as any leases of the Property or any portion thereof.

10. **INSPECTIONS.** During the Examination Period, Town, its agents or representatives, and at Town's expense, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil borings, environmental and other testing and conducting any surveys it deems appropriate (collectively, "Inspections"). Buyer shall conduct all such Inspections in a good and workmanlike manner, and shall repair any damage to the Property caused by Town's entry. Inspections shall occur during reasonable hours so as to not interfere with Seller's use of the Property or the use of the Property by any tenant of the Seller. **Seller and Town will coordinate any such inspections and Seller or its Agent shall be responsible for notifying and assuring that any tenant grants Town such access as is needed.** It is understood that Town does not intend to maintain the structures located on the Property, which will be either demolished or removed, and that therefore will not do any inspection of the structures except to the extent necessary to determine if any such conditions would affect such demolition (for example, asbestos content or fuel oil storage). Seller shall deliver to Town any studies, reports, inspections, or surveys that Seller has in its possession affecting, or relating to the Property, including without limitation any environmental studies. Seller represents that it has no actual knowledge of any adverse environmental conditions or contamination of the Property. Town shall keep as confidential any such matters furnished to it by Seller, or the result of any Inspection performed by Town, to the extent permitted under Public Records laws of North Carolina. All inspections shall be completed during the Examination Period (subject to any extension granted by Seller), and if any conditions are not objected to within that time (which may be extended) shall be deemed accepted, except for matters occurring after that time. The parties agree that it is in the best interest of each that the Property be kept secured during the contract period. The Property currently is fenced with secured gate access. Town will be given a key to the gate for use during the inspection and contract period so that it or its employees, agents, inspectors and contractors may access the Property, and will assure that if used the gates are locked and secured on a daily basis. when inspections are not being conducted.
11. **POSSESSION.** Seller can and will deliver unencumbered possession of the Property to Town as of the Closing Date.
12. **PROPERTY CONVEYED "AS IS".** Except as otherwise provided herein, the Property and improvements, if any, are conveyed and accepted "as is" with all faults. Seller makes

no representations or warranties as to the condition of the Property, or suitability for any purpose, including for its Intended Use.

13. **BOARD APPROVAL. IF THIS CONTRACT IS EXECUTED BY BOTH PARTIES PRIOR TO APPROVAL BY THE BOARD OF COMMISSIONERS IN A PUBLIC OPEN MEETING OF THE BOARD, THIS CONTRACT IS SUBJECT TO SUCH FINAL APPROVAL IN OPEN SESSION AS REQUIRED BY NORTH CAROLINA LAW, AND IS NOT BINDING UNTIL SUCH APPROVAL IS GIVEN. TOWN AGREES THAT IT SHALL SCHEDULE THIS CONTRACT FOR APPROVAL NO LATER THAN THE SECOND REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOLLOWING RECEIPT OF THE SIGNED CONTRACT FROM SELLER.**
14. **RISK OF LOSS.** Prior to closing, risk of loss with respect to the property shall be upon the Seller.
15. **CLOSING COSTS.** Seller shall pay for the preparation of the Deed and any other documents necessary to perform Seller's obligations under this Contract, for excise tax or other conveyance tax, any deferred tax, and all costs necessary to convey clear title. Buyer shall pay for recording costs, costs of title search, title insurance, survey, and any inspection costs. Each party shall pay its own attorney's and consultant's fees.
16. **PRO-RATIONS.** Ad Valorem taxes for the Property shall be pro-rated between the parties on a calendar year basis as of the Closing Date. If the Seller's share for that year has not been paid, the Seller's share will be withheld from the Purchase Price and paid by the Buyer. If the taxes have been paid, Buyer shall reimburse Seller for Buyer's share at closing. If the then current year's taxes have not been determined, pro-rations shall be estimated based on the prior year's taxes (or other best available information as to value), withheld from Seller and paid by Buyer. Leases, if any, shall be pro-rated and pre-paid rents and security deposits shall be withheld from Seller as a credit against the Purchase Price. All utility charges, if any, with respect to the Property for the month of Closing shall be pro-rated post-Closing upon Seller's receipt of all applicable bills for such utilities.
17. **BROKERAGE COMMISSION.** Seller represents that it has only been represented by Linda Beatty, Broker. Town represents that it has only been represented by Gary Knox of the Knox Group. Seller shall pay a commission to said brokers according to a separate agreement. Other than the listed brokers or agents, Seller and Buyer each agree to indemnify and hold the other harmless from and against any and all claims, demands, and costs arising out of alleged brokerage or agent's commissions or fees, if any.
18. **DEFAULT.** If Town shall default in the performance of any of its obligations hereunder, Seller shall be entitled to cancel this Contract and receive the Earnest Money Deposit

(allocated to each of them according to the provisions of Exhibit A) as sole liquidated damages. If Seller should default Town may pursue any remedies it has in law or equity, including specific performance.

19. **NOTICES.** Unless otherwise provided herein, all notices and communications required to be given shall be in writing and be deemed given by (i) personally delivered with written acknowledgment of receipt, (ii) deposit in the United States mail, postage prepaid, certified or register mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier, to the following address (provided that either party may change its notice address by notice to the other):

IF TO BUYER: Town of Huntersville
 Attn: Greg Ferguson, Town Manager
 Post Office Box 664 (for United States mail)
 101 Huntersville-Concord Road (for overnight courier)
 Huntersville, North Carolina 28078

IF TO SELLER: _____

20. **APPLICABLE LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The sole venue for any litigation hereunder shall be a State or Federal court in Mecklenburg County, North Carolina.
21. **ENTIRE AGREEMENT.** This Contract contains the entire understanding and agreement between the parties, and supersedes all prior oral or written agreements between the parties. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.
22. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
23. **TIME OF THE ESSENCE.** Time is of the essence with respect to all time periods and dates for performance of this Contract.

24. **COUNTERPARTS.** This contract may be executed in one or more counterparts. Signed facsimiles shall constitute originals.

25. **AUTHORITY.** Seller and Buyer represent to each other that each is authorized to enter into and perform its obligations under this Contract, subject only to approval of this Contract, and appropriating the necessary funds by the Board of Commissioners in open session.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective as of the Effective Date.

**C.N. REID REAL ESTATE LIMITED
PARTNERSHIP, RLLLP**

By: _____
Title: _____

ATTEST:

TOWN OF HUNTERSVILLE

Janet Pierson, Town Clerk
(SEAL)

By: _____
Greg Ferguson, Town Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT:

Janet Stoner, Finance Director

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

Acknowledgement of Escrow Agent

The undersigned _____, as Escrow Agent, agrees to hold the
Earnest Money Deposit and to disburse the same according to the terms of the Agreement.

This _____ day of _____, 2015.

By: _____
Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

Parcel ID# 015-121-15

Lying and being located in Long Creek Township, Mecklenburg County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the center line of McIlwaine Road, said point being located 1,380.66 feet along the center line of McIlwaine Road in a Northwesterly direction from the intersection of the center lines of McIlwaine Road and McCoy Road, and running thence from said BEGINNING POINT South 49-49 West 650.0 feet to an iron; thence North 42-54-40 West 550.53 feet to an iron; thence North 29-22-32 East 650.0 feet to a nail in the center line of McIlwaine Road; thence running with the center line of McIlwaine Road and with the arch of a circular curve to the right, having a radius of 1,055.52 feet, a distance of 378.47 feet to a point in the center line of said road; thence continuing with the center line of McIlwaine Road, South 40-11 East 406.50 feet to the point and place of BEGINNING, and containing 10.1202 acres, all according to survey of property by Henry L. Parnell, N.C.R.L.S., dated April 20, 1988, and being the identical property conveyed to C. N. Reid by deed of Edward Dean Scott and wife, Brenda R. Scott, dated and recorded April 25, 1988 in Book 5744, page 806, Mecklenburg County Registry.