

PURCHASE AND SALE CONTRACT

AND

REDEVELOPMENT AGREEMENT

This purchase and sale contract and redevelopment agreement (“**Contract**”) is made as of the Effective Date by the Town of Huntersville, North Carolina, a municipal corporation (“**Seller**”), and Bowman Development Group, Inc., a North Carolina corporation (“**Buyer**”).

ARTICLE I **Basic Terms**

1.1 Defined Terms.

BUYER:	Bowman Development Group, Inc. 13815 Cinnabar Place Huntersville, NC 28078 Attn: Robert (Nate) B. Bowman Tel: 704.875.9704 (ext. 1) Fax: 704.875.9705 Email: maribethbowman@gmail.com
BUYER’S COUNSEL:	Parker Poe Adams & Bernstein LLP Three Wells Fargo Center 401 S. Tryon Street, Suite 3000 Charlotte, NC 28202 Attn: Thomas M. Quirk Tel: 704.335.9881 Fax: 704.335.9743 Email: tomquirk@parkerpoe.com
EARNEST MONEY:	The \$25,000.00 in earnest money to be deposited with Escrow Agent in accordance with Section 2.2 , and any interest earned on that earnest money.
EFFECTIVE DATE:	The date (as set forth on the signature page to this Contract) on which this Contract is executed by the last of Buyer and Seller.
ESCROW AGENT:	BridgeTrust Title Group 1043 East Morehead Street, Suite 110 Charlotte, NC 28204 Attn: Gates E. Grainger, Esq. Tel: 704.954.2401 Fax: 704.669.8528 Email: ggrainger@bridgetrusttitle.com

INSPECTION PERIOD: The period beginning on the Effective Date and ending at 11:59 p.m. on the date that is 90 days after the Effective Date.

LAND: Approximately 30.69 acres in Mecklenburg County, North Carolina, commonly referred to as “Anchor Mill,” being tax parcel numbers 01902201 and 01902108, as shown on **Exhibit A**, together with all privileges, rights and easements appurtenant to that land.

CLOSING DATE: The date that is fourteen (14) months after the Effective Date, provided, that if Buyer has obtained all Required Approvals at least two (2) months prior to that date, then Closing (as defined in **Section 2.3**) shall be held thirty (30) days after Buyer’s receipt of the final Required Approval.

PURCHASE PRICE: \$1,350,000.00

ADDITIONAL CONSIDERATION: \$250,000.00 in off-site improvements to public streets and facilities as set forth in **Section 4.3**.

SELLER: Town of Huntersville, North Carolina
PO Box 664
Huntersville, North Carolina 28070
Attn: Mr. Greg Ferguson, Town Manager
Tel: 704.875.6541
Fax: _____
Email: _____

SELLER’S COUNSEL: Robert B. Blythe, Town Attorney
105 Gilead Road, 3rd Floor
PO Box 664
Huntersville, North Carolina 28070
Tel: 704.766.2215
Fax: 704.992.5528
Email: _____

ARTICLE II

Agreement to Sell and Purchase and Redevelop Land

2.1 Property to Be Sold.

2.1.1 Background. Seller is the owner of the Property, which it acquired for the purpose of redevelopment for economic development and for housing as authorized by N.C.G.S. 160A-457. On October 2, 2000, Seller adopted a resolution designating the Property as a community development project within the meaning of NCGS 160A-457, and said resolution has

not been rescinded. Seller subsequently requested proposals for redevelopment, and has selected the proposal submitted by Buyer for the redevelopment of the Property. As required by N.C.G.S §160A-457(4), (i) Seller provided proper notice of the public hearing; (ii) Seller held a public hearing at which the appraised value of the Property, taking into consideration the covenants and conditions imposed upon the Property, was disclosed, and (iii) Seller confirmed that the Purchase Price plus the Additional Consideration is not less than the appraised value. It is understood that Buyer is the redeveloper as contemplated by NCGS 160A-457.

2.1.2 Redevelopment Agreement. After Closing, Buyer will redevelop the Property as an urban walkable mixed use community respecting street and pedestrian connectivity with other development and containing high density residential, commercial and retail uses. The redevelopment should be consistent with long range plans affecting the area, including (but not limited to) the 2030 Community Plan, the 2005 Downtown Master Plan, the 2007 East Huntersville Area Development Plan, the Greenway and Bikeway Master Plan, the 2014 Strategic Economic Development Plan and the Downtown Huntersville Transportation Plan.

2.1.3 Property. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Buyer, Seller agrees to sell, and Buyer agrees to purchase, the Land and any buildings, structures or other improvements located on the Land, all fixtures affixed to the Land or to those buildings, structures or other improvements, all trees, shrubbery and growing crops located on the Land, all mineral rights and subsurface rights relating to the Land, and all water and sewer rights and development rights relating to the Land (collectively, “**Property**”).

2.1.4 Purchase Price. Buyer shall pay the Purchase Price to Seller on the Closing Date. The Purchase Price shall be paid by wire transfer.

2.2 Earnest Money. Within five business days after the Effective Date, Buyer shall deliver to Escrow Agent the Earnest Money. Escrow Agent shall hold the Earnest Money in an account with a financial institution insured by the Federal Deposit Insurance Corporation. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Contract, including the terms on Exhibit B. At the Closing, the Earnest Money will be applied against the Purchase Price.

2.3 Closing. Closing (“**Closing**”) shall be held at the offices of Buyer’s Counsel on the applicable Closing Date. Notwithstanding anything contained in this Contract to the contrary, Buyer may accelerate the Closing Date by providing written notice to Seller of the new Closing Date selected by Buyer at least ten days prior to that new Closing Date.

ARTICLE III

Inspection

3.1 Access and Inspection. Buyer and Buyer’s agents may enter the Property for the purposes of inspecting the Property, conducting soil tests, surveys, engineering studies, environmental investigations (including installing groundwater monitoring wells, performing soil borings and analysis of the soil, groundwater, surface water, sediment and other media at the Property, title examinations, and any other investigations and inspections as Buyer may

reasonably require to assess the condition of the Property (collectively, “**Inspections**”). The Inspections will not materially damage the Property except as is ordinarily required for the performance of the Inspections. Buyer shall indemnify and hold Seller harmless from and against any claims for injury to person or for damage to property to the extent resulting from the Inspections, except for claims arising out of: (a) any existing environmental contamination or latent defects on the Property that are discovered by Buyer as a result of the Inspections; (b) any matters arising directly or indirectly from the acts or omissions of Seller; or (c) any disclosure of such matters by Buyer or its consultants to a governmental agency that may be required by Applicable Laws (as defined in **Section 5.3.1**).

3.2 Seller’s Deliveries. Within five days after the Effective Date, Seller shall deliver to Buyer the following documents and information with respect to the Property (collectively, “**Property Documents**”):

3.2.1 All surveys, plats, plans, specifications, appraisals, studies, reports, correspondence or other documents relating to the Property and any proposed development of the Property, including those relating to marketing, architecture, archeology, environmental condition, geotechnics, traffic, engineering, mechanics, zoning, entitlements, soils, utilities, topography, drainage and wetlands which are in Seller’s possession or which Seller can obtain with reasonable effort; and

3.2.2 An accurate copy of any policy of title insurance issued in favor of Seller or any former owner of the Land.

If after the Effective Date, Seller obtains any new, or any update or supplement to any, Property Document, then Seller shall promptly deliver that new, updated or supplemental Property Document to Buyer.

3.3 Inspection Period. Buyer may, for any reason (or for no reason), terminate this Contract at any time prior to the end of the Inspection Period by delivering notice to Seller prior to the end of the Inspection Period, in which case Escrow Agent shall refund the Earnest Money to Buyer and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). Buyer’s failure to terminate this Contract prior to the end of the Inspection Period shall not constitute a waiver of any condition precedent to Closing or any other obligation of Seller under this Contract.

ARTICLE IV

Title and Survey

4.1 Title.

4.1.1 At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property. For the purposes of this Contract, “good and marketable fee simple title” means fee simple ownership that is (a) free of all claims, liens and encumbrances other than the Permitted Exceptions (defined in **Section 4.1.2**); and (b) insurable by a title insurance company reasonably acceptable to Buyer at then current standard rates under the standard form of ALTA owner’s policy of title insurance (ALTA Form 2006), with the standard or printed exceptions deleted and without exception other than for the Permitted Exceptions.

4.1.2 During the Inspection Period, Buyer shall obtain at its expense from a title insurance company of Buyer's choice ("**Title Company**") a current ALTA Commitment for Title Insurance ("**Title Commitment**"). Any title exceptions appearing in the Title Commitment that Buyer does not object to in writing by the end of the Inspection Period will be deemed permitted exceptions to Seller's title (those exceptions, together with any other matters approved by Buyer in writing, are called "**Permitted Exceptions**"). Seller shall not alter or encumber title to the Property after the Effective Date. Each (a) matter affecting title to the Property that arises after the Effective Date and that is not approved in writing by Buyer; and (b) financial encumbrance such as a deed of trust, attachment, judgment, mechanic's or materialman's lien, or other monetary lien outstanding against any part of the Property (each a "**Financial Encumbrance**," collectively, the "**Financial Encumbrances**") will be deemed an "**Unpermitted Exception**". Seller shall cure (by removing from or satisfying on the public record) all Unpermitted Exceptions by Closing. Buyer's failure to notify Seller of any Unpermitted Exception will not relieve Seller of its obligation to cure all Unpermitted Exceptions by Closing.

4.1.3 Buyer may object to any title or non-title matters affecting the Property by delivering notice to Seller by the end of the applicable Inspection Period (each an "**Objection**," collectively, the "**Objections**"). Within ten days after Buyer delivers a notice of Objections, Seller shall deliver notice to Buyer of Seller's election to cure or not cure each Objection ("**Objection Response**"). Seller shall have no obligation to cure an Objection that Seller does not commit to cure in the Objection Response. If Seller fails to elect to cure any Objection within that ten day period, then Seller shall be deemed to have elected not to cure that Objection. If the Objection Response indicates that Seller will not (or if Seller is deemed to have elected to not) cure one or more of the Objections, then Buyer may terminate this Contract by delivering notice to Seller, in which event the Earnest Money will be refunded to Buyer (if any) and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). If the Objection Response indicates that Seller will not cure one or more of the Objections or Seller is deemed to have elected not to cure any Objection, and Buyer does not terminate this Contract in accordance with the preceding sentence, then: (a) Buyer shall be deemed to have waived any Objections which Seller did not agree to cure, and (b) Seller shall cure prior to applicable Closing Date those Objections which Seller agreed to cure in the Objection Response. If Seller fails to cure any Objection which Seller agreed to cure in the Objection Response or any Unpermitted Exception by the applicable Closing Date, then that failure shall constitute a material default by Seller, and Buyer may: (i) exercise Buyer's rights under **Section 7.2** of this Contract; (ii) cure the Objection and deduct from the applicable Purchase Price the cost of curing the Objection; or (iii) extend the applicable Closing Date for a period of up to 60 days during which time Seller shall cure the Objection. If Buyer elects (iii) above and Seller fails to cure the Objection within that 60 day period, then Buyer may elect either (i) or (ii) above.

4.2 Survey.

4.2.1 Preparation of Survey. Buyer may, at its expense, and during the Inspection Period, cause a boundary survey showing the acreage of the Property, including the Greenway Property (as defined in **Section 5.3.2**) ("**Survey**") to be made by a surveyor selected by Buyer and shall deliver a copy of the Survey to Seller by the end of the Inspection Period. If the Survey indicates that the total acreage is substantially less than represented (more than 5%),

Buyer may, at its option, terminate this Contract, and receive a refund of the Earnest Money deposit. If Seller shall disagree with the results of the Survey, it shall notify Buyer within fifteen (15) business days after delivery of the Survey to Seller. If the parties are unable to resolve their differences, Seller may, at its expense, obtain another survey of the Property from another surveyor and request that the two surveyors resolve the differences.

4.2.2 Greenway Property. The Greenway Property is intended to constitute the floodplain of South Prong of Clarke Creek. The Greenway Property will be conveyed to Buyer, to be offered for dedication to the County by Buyer as provided in **Section 5.3.2**.

4.3 Off-Site Public Street and Facilities Improvements. Part of the consideration for the conveyance of the Property to Buyer is that Buyer shall make certain improvements to public roads and facilities, which improvements will have a cost of not less than \$250,000.00 (collectively, “**Required Off-Site Improvements**”). Specifically, but not necessarily by limitation, the Required Off-Site Improvements shall include left turn lanes on Huntersville-Concord Road at a point of access into the Property at a point to be determined, and a realignment of Glendale Drive to access directly to the Property. Notwithstanding anything contained in this Contract to the contrary, the Required Off-Site Improvements to be completed to satisfy the requirements of this **Section 4.3** shall be those improvements (reasonably expected to have a cost of approximately \$250,000.00, but not less than \$250,000.00) that are designated as such by Seller in the process of Buyer obtaining the Required Approvals (as defined in **Section 5.5**). Buyer shall establish to the reasonable satisfaction of the Seller (based on invoices provided by Buyer’s contractors) that the Required Off-Site Improvements had a cost of at least \$250,000.00. No certificates of occupancy for any improvements on the Property shall be issued until the Required Off-Site Improvements are substantially completed, provided that Seller may waive or partially waive this requirement in its discretion.

4.4 Subdivision Plat. It is contemplated that in lieu of improvements to or relocation of the present Church Street adjacent to the Property, that there will be a newly constructed north-south street from Huntersville-Concord Road to the present Fourth Street which would traverse the Property. Buyer agrees that in submitting any site plan or subdivision plat, it shall reserve and dedicate the right-of-way for any such new north-south street to the Town of Huntersville without further consideration.

ARTICLE V

Representations, Warranties and Covenants

5.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

5.1.1 Upon approval of this Contract by Seller’s Board of Commissioners, Seller will have the power and authority, and will have obtained all consents required, to enter into this Contract and to consummate the sale of the Property in accordance with the terms of this Contract.

5.1.2 This Contract has been, and all of the documents to be delivered by Seller at Closing will be, executed by an individual authorized to do so on behalf of Seller; and this Contract will constitute (upon approval by Seller’s Board of Commissioners), and those

documents will constitute, the valid and binding obligations of Seller, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.

5.1.3 There is no agreement to which Seller is a party or that is binding on Seller, nor any judicial or administrative order or decree, which is in conflict with this Contract, or which challenges or impairs Seller's ability to execute, or perform its obligations under, this Contract.

5.1.4 There are no pending or threatened actions, suits or proceedings affecting the Property or affecting Seller that relate to the Property.

5.1.5 Except with respect to the environmental condition of the Property disclosed to Buyer in the Property Documents and in **Section 5.4.3** as to Brownfield Programs and environmental studies related thereto, to Seller's knowledge: (a) no Hazardous Materials (as defined below) are located or have been released on the Property; (b) there are no underground or above-ground storage tanks located on the Property; (c) the Property is and has been in compliance with all applicable Environmental Laws; (d) there are no actions, suits, claims, proceedings or investigations pending or threatened under any Environmental Law with respect to the Property; and (e) Seller has not received any notice, claim or demand regarding the presence of Hazardous Materials on the Property or alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" means any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, asbestos, radioactive materials, polychlorinated biphenyls, petroleum or petroleum-derived substance or waste and any other pollutant, material, substance or waste regulated under or as defined by any Environmental Laws. "**Environmental Laws**" means all present and future federal, state and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements or permits, issued, promulgated, approved or entered thereunder by any government authority relating to pollution or Hazardous Materials or protection of human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended.

5.1.6 To Seller's actual knowledge, the Property is not in violation of, and Seller has received no notice of any violation or potential violation of, any Applicable Laws.

5.1.7 There are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

5.1.8 There are no agreements affecting the Property or Seller that would be binding on Buyer other than matters of record in the Office of the Mecklenburg County Register of Deeds.

5.1.9 There are no parties (other than Seller) in possession of all or any portion of the Property whether pursuant to a lease, occupancy agreement or otherwise.

5.1.10 To Seller's knowledge, all information and data furnished by Seller to Buyer with respect to the Property will be true and complete.

5.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

5.2.1 Buyer is a corporation, duly organized and validly existing under the laws of the State of North Carolina.

5.2.2 Buyer has the power and authority to enter into this Contract and to consummate the purchase of the Property in accordance with the terms of this Contract.

5.2.3 This Contract has been, and all of the documents to be delivered by Buyer at Closing will be, executed by an individual authorized to do so on behalf of Buyer; and this Contract constitutes, and those documents will constitute, the valid and binding obligations of Buyer, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.

5.2.4 There is no agreement to which Buyer is a party or that is binding on Buyer, nor any judicial or administrative order or decree, which is in conflict with this Contract, or which challenges or impairs Buyer's ability to execute, or perform its obligations under, this Contract.

5.3 Seller's Covenants.

5.3.1 Operation of Property. Between the Effective Date and the Closing Date, Seller shall (a) maintain the Property in compliance with all federal, state or local laws, statutes, regulations, rules, ordinances, orders or injunctions, including those related to zoning and subdivision (collectively, "**Applicable Laws**"); (b) not alter or permit waste to occur on the Phase; (c) not remove any timber from the Phase; and (d) not cause or permit any action to be taken which will cause any of the representations or warranties in **Section 5.1** to be untrue on the Closing Date; (e) not enter into any lease or other agreement for the use, occupancy or possession of any portion of the Property; and (f) not enter into any management, maintenance, service or other agreement that would survive the Closing.

5.3.2 Dedication of Greenway Property. After Closing Date, Buyer shall offer for dedication to Mecklenburg County, North Carolina ("**County**") for incorporation into the County's Greenway program, the those portions of the Property identified in green highlighting and in blue highlighting on **Exhibit A** and further described in **Section 4.2.2** ("**Greenway Property**").

5.3.3 Main Street Improvements. Buyer has relied upon the planned improvements to Main Street, primarily from Huntersville-Concord Road north to Old Statesville Road, in formulating its plans for development for the Property. Seller represents that it is presently in the process of planning for and acquiring land for such improvements and intends to pursue such improvements. If at any time prior to Closing Seller affirmatively abandons any efforts to make such improvements north of Huntersville-Concord Road, then Buyer, at its option, may terminate this Contract and receive a refund of the Earnest Money deposit, provided, that failure of Seller to undertake or complete any such improvements shall not be construed as a violation of this Contract and impose any liability on Seller.

5.4 Covenants of Buyer and Seller.

5.4.1 Easement Agreement. Prior to the Closing, Buyer and Seller shall exercise commercially reasonable and diligent efforts to (a) agree upon the location of any access easements, utility easements, temporary construction and grading easements and slope easements over that are reasonably necessary to serve the Property; and (b) to agree upon the terms of a commercially reasonable easement agreement prepared by Buyer ("**Easement Agreement**") that provides for any such easements.

5.4.2 Declaration of Use Restrictions. Prior to the Closing, Buyer shall prepare, and Buyer and Seller shall exercise commercially reasonable and diligent efforts to agree upon, a Declaration of Restrictions ("Declaration of Restrictions") that will impose on the Property a set of restrictive covenants that is consistent with the general plan of improvement for the Property as reasonably determined by Buyer and Seller. Buyer and Seller contemplate that those restrictions will address, among other things, architectural matters, building height and signage. The restrictions may further address aesthetic features, location of garages on residential units, requirements for alley access in certain uses. The restrictions shall provide that they are for the continuing benefit of the Seller, that Seller may enforce the restrictions whether or not it continues to own any of the Property, and that the restrictions may not be amended without Seller's consent for a period of twenty-five (25) years.

5.4.3 Brownfields. Buyer acknowledges that the Property is part of the North Carolina Brownfields Program, through which Seller has obtained from the North Carolina Department of Environment and Natural Resources ("**DENR**") the Brownfields Agreement attached as **Exhibit C** ("**BFA**") pursuant to the Brownfields Property Reuse Act of 1997, N.C. Gen. Stat. 130A-310-37, et seq. The Property will be conveyed subject to the Notice of Brownfields Property recorded in Book 14424, Page 736 of the Mecklenburg County Register of Deeds.

5.4.4 Post-Closing Construction Obligations.

(a) Commencement. If Buyer fails to commence development (as evidenced by the start of clearing and grading) of the Property by the date that is one year after the Closing Date ("**Commencement Deadline**"), then Seller may elect to buy back the Property by giving notice thereof to Buyer after the Commencement Deadline and prior to the date that is 120 days after the Commencement Deadline ("**Buy Back Notice**"). In the event of delay caused by Acts of God, strikes, terrorism, war, unavailability of materials or permits or any other cause outside the reasonable control of Buyer, the Commencement Deadline shall be extended by the time period of such delay. The right to purchase set forth in this **Section 5.4.4(a)** shall automatically terminate on Buyer's commencement of development prior to Seller's delivery of the Buy Back Notice, without any further action on the part of Buyer and Seller. However, Seller shall, upon the request of Buyer or its successor-in-title, execute a termination agreement in recordable form terminating the right to buy back the Property and shall deliver that termination to Buyer. If Seller exercises the right to buy back the Property, then the closing of that transaction ("**Buy Back Closing**") will occur in the offices of Seller's counsel on the date that is 30 days after the delivery to Buyer of the Buy Back Notice or such earlier date upon which Seller and Buyer agree. The purchase price for the Property shall be the cash price paid by Buyer for the Property at Closing plus any special assessments or impact fees in connection

with the Property paid by Buyer between the Closing and the Buy Back Closing. Seller shall deliver the purchase price to the closing agent in cash or other funds available for immediate credit to Buyer. Transfer taxes and other closing costs shall be paid by Seller and Buyer according to the custom in Mecklenburg County, North Carolina. At the Buy Back Closing, Buyer shall execute and deliver to Seller: (1) a special warranty deed conveying title to the Property to Seller, subject only to the Permitted Exceptions, and such other matters established against title after the date of that Closing contemplated by this Contract or otherwise reasonably necessary for the development of the Property (except financing liens established at or after the Closing, which Buyer shall discharge prior to or at the time of the Buy Back Closing); (2) an affidavit that the Buyer is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended; (3) an affidavit that the Buyer is in existence pursuant to the laws of the jurisdiction of its organization, and that the individual executing documents on behalf of Buyer has the authority to do so; and (4) the appropriate NCLTA Owner Affidavit and Indemnity Agreement as may be required by Seller's title company.

5.5 Approvals. Seller shall permit Buyer to apply to the applicable governmental or other authorities for: (a) the rezoning of the Property to allow for the development of the Property for a mixed use project, including commercial and residential uses, along with related infrastructure improvements ("**Intended Use**"); (b) the allocation of the necessary utilities in sufficient capacities as required for the Intended Use; (c) all permits or approvals (including any permits or approvals from the Army Corps of Engineers) necessary to develop the horizontal improvements for the Intended Use, including sketch plan, site plan, construction drawings and record plat approvals, and grading, curb cut, driveway and any other permits; and (d) all permits or approvals necessary to construct vertical improvements on the Property, including construction drawings and building permits (each of the items listed in (a) through (d) above is an "**Approval**," collectively, the "**Approvals**"; each of the Approvals under subsection (a), (b) and (c) above is referred to as a "**Required Approval**," collectively, the "**Required Approvals**"). For the purposes of this Contract, no Approval shall be considered obtained by Buyer until the application therefor has been finally approved by the applicable governmental or other authority subject only to such terms and conditions as are reasonably acceptable to Buyer, and all periods (if any) for the filing of any appeal or challenge to such approval have expired without any appeal or challenge having been filed, or if an appeal or challenge is filed, until that appeal or challenge has been finally resolved in a manner acceptable to Buyer. If Buyer fails to obtain the Required Approvals for any Phase by the applicable Closing Date for that Phase, then Buyer may terminate this Contract by delivering notice to Seller prior to the applicable Closing Date. If Buyer so terminates this Contract, then Escrow Agent shall refund the Earnest Money (if any) to Buyer and neither party shall have any further rights and obligations under this Contract (other than those that expressly survive termination of this Contract). Buyer's failure to terminate this Contract prior to the applicable Closing Date shall not constitute a waiver of any condition precedent to Closing or any other obligation of Seller under this Contract. With respect to any petitions for rezoning approvals, such application(s) shall be for a Conditional District rezoning for an underlying classification consistent with the overall concept for development of the Property as set forth in **Sections 2.1.2 and 5.4.2**, and which rezoning shall be for a relatively high degree of specificity as to the development and the restrictions thereon. The uses and development of the Property requested in such rezoning applications must be consistent with the overall concept for development as set forth in **Sections 2.1.2 and 5.4.2**.

ARTICLE VI

Closing

6.1 Proceedings at Closing. On Closing Date, the Closing shall take place as follows:

6.1.1 Seller shall deliver to Buyer the following documents and instruments, in form and content reasonably satisfactory to Buyer, duly executed by Seller:

- (a) a Special Warranty Deed conveying the applicable Real Property, subject only to the Permitted Exceptions (“**Deed**”);
- (b) a Seller’s affidavit and indemnity agreement regarding contractor’s and materialmen’s liens on the applicable Real Property and parties in possession of the applicable Real Property, in a form acceptable to the Title Company;
- (c) a completed Form 1099-S;
- (d) a certification that the representations and warranties of Seller in this Contract are accurate as of the Closing Date;
- (e) Easement Agreement;
- (f) Declaration of Restrictions; and
- (g) a Closing Statement.

6.1.2 Buyer shall deliver to Seller the following documents, in form and content reasonably satisfactory to Seller, duly executed by Buyer:

- (a) Easement Agreement;
- (b) Declaration of Restrictions; and
- (c) a Closing Statement.

6.1.3 Buyer shall pay the applicable Purchase Price, after crediting the Earnest Money (as applicable) and making the adjustments provided for in this Contract, to Seller.

6.2 Pro-rations and Adjustments to the Purchase Price.

6.2.1 Buyer and Seller shall make any adjustments to the Purchase Price as of 11:59 p.m. on the day prior to the applicable Closing Date, such that the applicable Closing Date is a day of income and expense for Buyer.

6.2.2 Except as expressly provided in this Contract, Buyer shall not assume any liability or obligation of Seller, and Seller shall pay and perform those liabilities and obligations not assumed.

6.3 Costs of Closing. Seller shall pay transfer taxes payable on the transfer of the Property, any prepayment penalties on the payoff of any existing mortgage or deed of trust, all recording costs and other costs relating to any title clearance matters, and Seller's attorneys' fees. Buyer shall pay all recording costs relating to the purchase of the Property, the cost of the Survey, the premium for the applicable title policy issued in favor of Buyer, and Buyer's attorneys' fees. Except as otherwise provided in this Contract, all other expenses shall be paid by the party incurring the expense. Any fees charged by Escrow Agent in connection with the Earnest Money shall be shared equally by Seller and Buyer.

6.4 Conditions to Buyer's Obligations. Buyer's obligation to close is subject to the satisfaction of the following conditions as of the Closing Date, any of which may be waived in writing by Buyer:

6.4.1 Seller shall have fully performed its obligations under this Contract;

6.4.2 Seller's representations and warranties in this Contract shall be accurate, and certified by Seller to Buyer as accurate, on the Closing Date;

6.4.3 The Title Company is prepared to issue the applicable owner's policy of title insurance in the condition required by **Section 4.1**.

6.4.4 The Property is in substantially the same condition at the applicable Closing as on the Effective Date.

6.4.5 No adverse changes have occurred with respect to matters evaluated by Buyer during the Inspection Period and there shall be no moratorium or other impediment to Buyer's obtaining all Approvals.

6.4.6 The Subdivision Plat, if any, shall have been approved by all applicable governmental authorities and recorded in the Office of the Mecklenburg County Register of Deeds; and any appeals or limitations period for challenges to the applicable Subdivision Plat must have expired without any appeal or challenge pending or threatened and any terms, conditions, obligations or requirements imposed on any portion of the Property (or the owner or developer thereof) as part of the Subdivision Plat approval are acceptable to Buyer.

6.4.7 Buyer and Seller have executed and delivered for recording at Closing the Easement Agreement required by **Section 5.4.1** and the Declaration of Restrictions required by **Section 5.4.2**.

6.4.8 Buyer shall have obtained the Required Approvals.

If any of the above conditions is not satisfied by the applicable Closing Date or if Buyer reasonably determines prior to the applicable Closing Date that any of above conditions are not going to be satisfied by the applicable Closing Date, then Buyer may, on notice to Seller, either: (a) terminate this Contract, in which event the Earnest Money shall be refunded to Buyer immediately upon request and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract); except that if the unfulfilled condition is a result of Seller's breach of this Contract, then Buyer may pursue any rights and remedies available to Buyer pursuant to **Section 7.2**; or (b) close the transaction

and, if the unfulfilled condition is a result of Seller's breach of this Contract, pursue any rights and remedies available to Buyer pursuant to **Section 7.2**; or (c) extend the applicable Closing Date for a reasonable period of time (not to exceed 90 days) to permit the condition to be met and, if the condition is still not met at the end of that extension, elect to pursue either option (a) or (b) above.

6.5 Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

ARTICLE VII Default/Remedies

7.1 Buyer's Default. If Buyer fails to perform any of its obligations under this Contract or breaches any representation or warranty under this Contract, then Seller shall notify Buyer of such default. If Buyer fails to cure that default within 10 days after receipt of that notice, then Seller may, as its sole and exclusive remedy, terminate this Contract by giving notice to Buyer in which event the Earnest Money shall be delivered to Seller as full liquidated damages and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). Buyer and Seller have agreed that the Earnest Money is a reasonable estimate of the damages that would be suffered by Seller and that any other measure of damages is speculative and uncertain.

7.2 Seller's Default. If Seller fails to perform any of its obligations under this Contract or if Seller breaches any representation or warranty under this Contract, then Buyer shall notify Seller of such default. If Seller fails to cure that default within 10 days after receipt of that notice (except that if Seller's default is the failure to close on the sale of the Property on the Closing Date, then Seller shall have no cure period for such default), then Buyer may: (a) terminate this Contract and receive a refund of the Earnest Money (if any); (b) obtain specific performance of any provision of this Contract; (c) exercise any other remedy at law or in equity; or (d) proceed to Closing without waiving that failure or breach.

ARTICLE VIII Risk of Loss and Condemnation

8.1 Risk of Loss and Insurance. Between the Effective Date and the Closing Date, the risks and obligations of ownership and loss of the Property belong to Seller. If any portion of the Property is damaged or destroyed prior to Closing, then Seller shall promptly notify Buyer and Buyer may terminate this Contract by giving notice to Seller prior the Closing, in which event the Earnest Money shall be refunded to Buyer immediately upon request and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). If Buyer does not so terminate this Contract, then the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of the damage or destruction and by the amount of any deductible applicable to the insurance policy, and, at Closing, Seller shall assign to Buyer all insurance proceeds payable after that Closing by reason of the damage or destruction.

8.2 Condemnation. If all or any part of the Property is taken by eminent domain proceedings, or if eminent domain proceedings are commenced or threatened, then Seller shall

promptly notify Buyer, and Buyer may terminate this Contract by giving notice to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer immediately upon request and all rights and obligations of Seller and Buyer under this Contract shall terminate (other than those that expressly survive termination of this Contract). If Buyer does not so terminate this Contract, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in any awards payable after Closing by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five days after Seller learns of those proceedings.

ARTICLE IX Brokerage Commission

9.1 Brokerage Commission. Seller and Buyer each represent and warrant to the other that no broker or real estate agent was involved in this transaction, and Seller and Buyer shall each indemnify and hold harmless the other from and against any and all claim, liability or expense (including attorney's fees) incurred by the other arising out of any claim asserted due to the acts of the indemnifying party in connection with the transaction contemplated by this Contract.

ARTICLE X Miscellaneous

10.1 Assignment. This Contract may be assigned by Buyer, in whole or in part, to an entity that Buyer or the sole member of Buyer (directly or indirectly) controls, that controls Buyer or that is under common control with Buyer. For the purposes of this **Section 10.1**, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity, whether through voting interests, by contract or otherwise. Any such assignment shall relieve Buyer of liability for the performance of Buyer's obligations under this Contract to the extent of such assignment. This Contract may not be assigned by Seller.

10.2 Binding Effect. This Contract is binding on and inures to the benefit of Buyer and Seller and their respective successors and assigns.

10.3 Further Assurances. At Closing, and from time to time thereafter, Seller shall perform any additional acts, and shall execute and deliver any additional documents, as may reasonably be required to vest in Buyer full title to the Property and otherwise to effectuate the purchase and sale of the Property as contemplated by this Contract.

10.4 Survival. Except as otherwise expressly provided in this Contract, all the provisions of this Contract shall survive each Closing. Except for the provisions of **Section 2.3**, **Article VII**, **Article X**, and the indemnification provisions of **Section 3.1** and **Section 9.1**, none of the provisions of this Contract shall survive the termination of this Contract.

10.5 Entire Agreement. This Contract contains the entire understanding and agreement between Buyer and Seller and all prior or contemporaneous oral or written agreements or instruments are merged herein.

10.6 Amendment. This Contract may not be amended except by an instrument in writing executed by Seller and Buyer.

10.7 Applicable Law. This Contract is governed by the law of the state in which the Property is located.

10.8 Business Days. If any time period or deadline in this Contract falls on a Saturday, Sunday or federal banking holiday, that time period or deadline shall be extended until the next succeeding business day.

10.9 Interpretation. Except as otherwise specified in this Contract: (a) “includes” and “including” mean includes or including by way of illustration and not by way of limitation; (b) references to Exhibits, Sections or subsections are to those attached to or included in this Contract; (c) the section and other headings in this Contract are for convenience only and do not limit or expand any provisions of this Contract; and (d) no interpretive presumption shall be drawn against either party by virtue of its role in drafting this Contract.

10.10 Severability. If any provision of this Contract is held to be invalid or unenforceable, then such provision will be fully severable from this Contract; and the remaining provisions of this Contract will remain in full force and effect and will not be affected thereby. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Contract a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.

10.11 Counterparts. If this Contract is executed in counterparts, then all of those counterparts together constitute one and the same instrument. An executed counterpart delivered by facsimile or e-mail constitutes an original.

10.12 Attorney’s Fees. If any litigation between Buyer and Seller arises in connection with this Contract, then the prevailing party can recover from the other party the expenses of litigation (including reasonable attorneys’ fees) incurred by the prevailing party.

10.13 Notices. Any notice contemplated by this Contract must be in writing, addressed as set forth in **Section 1.1** and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two (2) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by facsimile or e-mail, in which case the notice shall be deemed delivered upon confirmed transmission of such notice; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is sent in the manner set forth in (a), (b) or (d) of this subsection; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any notice to Buyer must also be delivered to Buyer’s Counsel. Any notice to Seller must also be delivered to Seller’s Counsel. Either party may change its address by giving the other party five days advance written notice of that change.

[Signature Page Follows]

Buyer and Seller have executed this Contract as of the Effective Date.

Seller:

Town of Huntersville, North Carolina, a
municipal corporation

Date of Seller's execution:

_____, 2016

By: _____

Name: _____

Title: _____

ATTEST:

Town Clerk

(SEAL)

Buyer:

Bowman Development Group, Inc., a North
Carolina corporation

Date of Buyer's execution:

_____, 2016

By: _____

Robert B. Bowman, President

Escrow Agent executes this Contract to acknowledge receipt of, and to agree to hold and disburse, the Earnest Money in accordance with this Contract.

Escrow Agent:

BridgeTrust Title Group

Date of Escrow Agent's execution:

_____, 2016

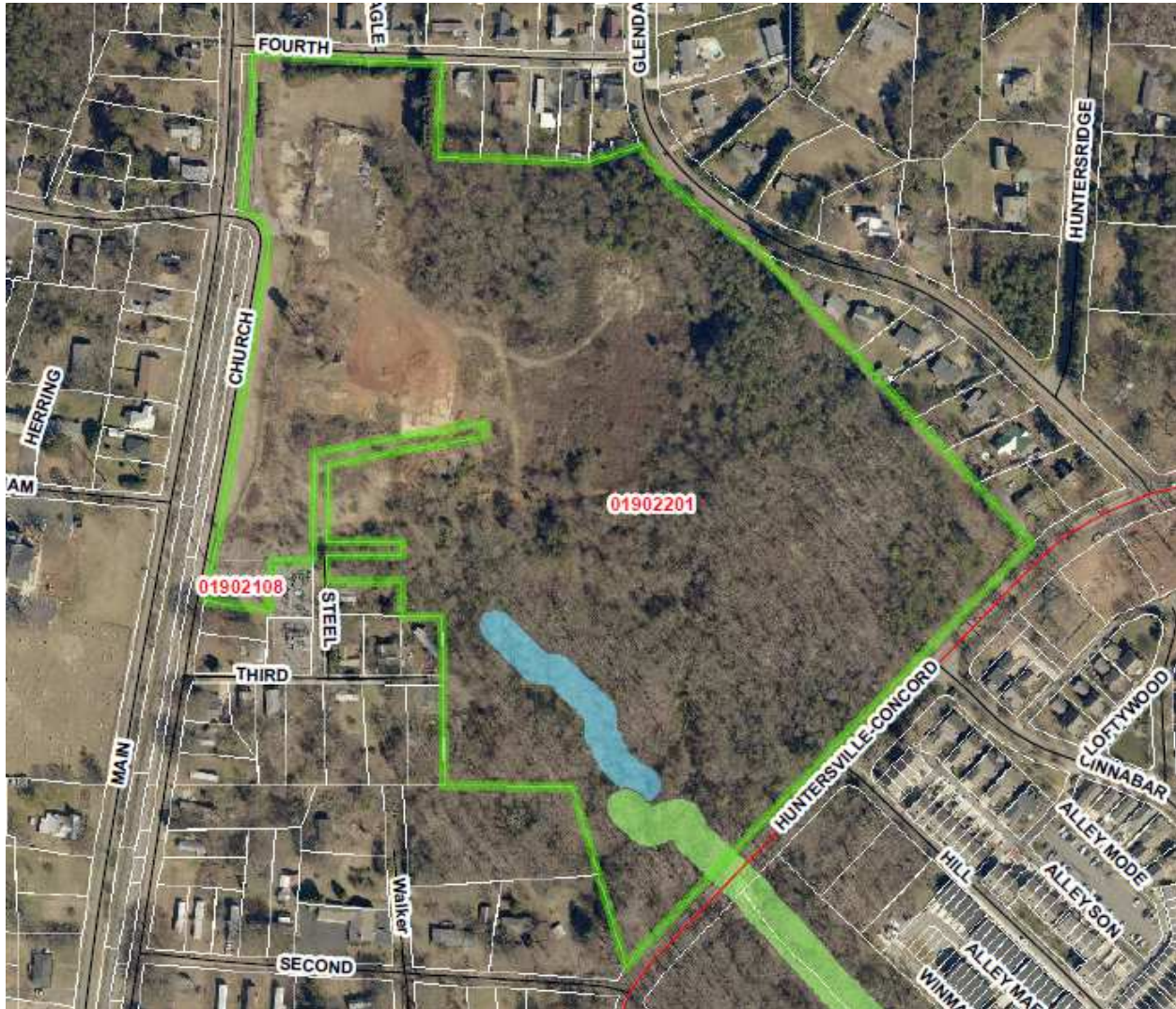
By: _____

Name: _____

Title: _____

Exhibit A

Land



The Greenway Property is intended to constitute the flood plain. Any portion of the Greenway Property that is not accepted for dedication by the County to the County's Greenway program and that is not part of a floodplain, as indicated on the Survey, shall be added to the Property.

Exhibit B

Escrow Provisions

1. In performing its duties as Escrow Agent, and except for damages, losses or expenses arising out of the gross negligence or willful misconduct of Escrow Agent, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, including (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Contract; or (b) any action taken or omitted in good faith reliance upon any written notice or instruction provided for in this Contract. Escrow Agent may rely upon any written notice or instruction provided for in this Contract as being duly executed, valid and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this Contract to the contrary, if a dispute between Seller and Buyer arises prior to the disbursement of the Earnest Money pursuant to this Contract, Escrow Agent may tender the Earnest Money into the custody of any court of competent jurisdiction, together with such legal pleadings as it deems appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Contract. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's reasonable determination of whether a dispute exists between Seller and Buyer shall be binding and conclusive upon all parties hereto. All expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Seller and Buyer hereby jointly and severally indemnify, defend and hold Escrow Agent harmless from, against any and all demands, judgments, expenses (including reasonable attorneys' fees), losses, injuries or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from or in connection with this Contract or any action taken or not taken by Escrow Agent under or in connection with this Contract, except for any such demands, judgments, expenses, costs, losses, injuries or claims arising out of the gross negligence or willful misconduct of Escrow Agent.

4. If Escrow Agent notifies Seller and Buyer of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrowee designated by Seller and Buyer. If Seller and Buyer shall fail to jointly designate a successor escrowee within two days after such notice, then Escrow Agent shall designate the successor escrowee. The successor escrowee shall be a title company, bank or trust company located in the state in which the Land is located, and shall agree to be bound by this Contract. Immediately after the successor escrowee agrees to be bound by this Contract, the original escrowee shall be relieved of its duties and liabilities under this Contract accruing after the date of the delivery of the Earnest Money to the successor escrowee; except, that no successor escrowee shall assume any liability for the acts or omissions of its predecessor escrowee(s).

5. If Seller or Buyer dissolves or is liquidated, Escrow Agent may rely on any notices permitted or required hereunder from any person or entity believed by Escrow Agent to be the successor, legal representative or assign of such dissolved or liquidated party.

Exhibit C
Brownfields Agreement