

## AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (the "Effective Date") by and between the Chatham County Board of Education (Seller) whose address is 369 West Street, Pittsboro, NC 27312 and Chatham County (Buyer) whose address is 12 East Street, Pittsboro, NC 27312. The Effective Date of this Agreement is the date it is executed by Buyer.

WHEREAS, Seller is the owner of the certain property located at 127 Martin Luther King Jr. Drive, Pittsboro, North Carolina, consisting of approximately four (4) usable acres, being known as the Seller's former transportation building ("Property") and desires to sell Property to Buyer; and

WHEREAS, Buyer agrees to buy the Property subject to the terms of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Sale. The Seller agrees to sell and the Buyer agrees to buy the Property, consisting of the land and all the buildings, other improvements, and fixtures on the land and all of the Seller's rights, privileges, easements, and appurtenances in, to, and belonging or appertaining to the land. The land is more particularly described in Exhibit A attached hereto and incorporated herein by reference.
2. Purchase price. The purchase price for the Property shall be Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000). Buyer shall hold the funds and add them to additional funds which shall be used by Seller to construct a new central services building for Seller's possession and use. The new central services building shall

be constructed at a cost and in a manner and at a time that is mutually agreeable between Buyer and Seller.

3. Use of Property. The Property may not be used for charter or private school purposes without the Board's prior written permission, but otherwise shall not be restricted as to use.

4. Time and Place of Closing. Buyer and Seller agree that closing shall take place at a mutually agreeable place and time in Pittsboro, North Carolina, but not later than sixty (60) days after the Effective Date. Buyer and Seller further agree that time is of the essence.

5. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer via a special warranty deed, reasonably acceptable to Buyer, conveying good and marketable title in fee simple. For the purpose of the Agreement, "good and marketable title in fee simple" shall mean fee simple ownership which is 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 B-1992), with the standard or printed exceptions therein deleted and without exception other than title exceptions, if any, as permitted in this Agreement. All fixtures on the Property are included in this sale unless Seller provides Buyer written notice by the close of business on February 28, 2017.

6. Physical Condition of the Property. The Property is being sold "as is." Seller does not make any claims or promises about the condition or value of any of the Property included in this sale, except that Seller represents that aside from products regularly

used in the maintenance of motor vehicles, it has neither placed nor caused any Hazardous Materials to be on the Property, nor does Seller have any knowledge of any Hazardous Materials having been placed, held, stored, located, dumped or disposed of on the Property in a manner which violates applicable law. If such knowledge becomes available prior to closing, Seller shall immediately notify Buyer in writing. For purposes of this Agreement, "Hazardous Materials" means any substance: (i) the presence of which requires investigation or remediation under any applicable law or federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a "hazardous substance," pollutant or contaminant under any applicable law or federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC § 6901 et seq.) and the Resource Conservation and Recovery Act (42 USC § 6901 et seq.); or (iii) which is toxic, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority; or (iv) without limitation which contains polychlorinated biphenyls (PCB's), asbestos or area formaldehyde insulation. Except for the foregoing, Seller makes no representation as to the condition of the Property or that the premises comply with local, county, state, or federal ordinances and statutes. Buyer assumes all risk for lead paint, asbestos, underground storage tanks or any other hazardous materials that are on the Property.

There are no verbal agreements, which modify or affect this offer. The acceptance of a deed by Buyer shall be deemed to be the full performance of every obligation on the part of Seller. The Buyer will be solely responsible for cost of remediation associated with any environmental issues that may exist on the Property.

7. Buyer's Due Diligence Period. On and after the Effective Date Seller shall permit Buyer to commence Buyer's due diligence with respect to the Property. Buyer's obligations hereunder shall be conditioned upon its satisfactory completion of a comprehensive evaluation of the Property, including, without limitation, at Buyer's option, an engineering and environmental review to ascertain the Property's physical condition, and legal review of the Property (focusing on title, survey and licensing). The due diligence period shall commence on the Effective Date and shall expire at 11:59 p.m. on the forty-fifty (45<sup>th</sup>) day thereafter (the "Due Diligence Period"). Seller shall deliver to Buyer all materials in Seller's possession related to the Property within five (5) business days after the Effective Date. Buyer shall have the unconditional right, for any reason or no reason, to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement prior to the expiration of the Due Diligence Period, this Agreement shall become null and void, and all rights, liabilities and obligations of the parties hereunder shall terminate.

8. Risk of Loss. The risk of loss or damage by fire or other casualty prior to the acceptance of the deed by Buyer shall be upon Seller.

9. Adjustments at Closing. The Seller agrees to be responsible for the following expenses as of the date of closing: its attorneys fees, municipal water and sewer charges and assessments, and real estate taxes, if applicable, and any other cost, charges, taxes, and fees customarily paid by governmental sellers of real property in Chatham County. The Buyer agrees to be responsible for its attorney fees, the

preparation of the deed, and any other costs charges, taxes, and fees customarily paid by buyers of real property in Chatham County.

10. Compliance with Iran Divestment Act of 2015. Buyer certifies that as of the date of this Agreement, Buyer is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Buyer understands that it is not entitled to any benefits whatsoever under this Agreement if this certification is false. The individual signing this Agreement certifies that he or she is authorized by Buyer to make the foregoing statement.

11. Anti-Nepotism. Buyer warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly benefit under this Agreement are immediate family members of any member of the Chatham County Board of Education or of any principal or central office staff administrator employed by the Seller. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Buyer become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Buyer shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the Seller, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Seller without any financial liability to Buyer.

12. Entire Agreement. This Agreement is the entire and only agreement between Buyer and Seller. This Agreement replaces and cancels any previous agreements

between the Buyer and Seller. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller.

13. Parties Liable. This Agreement is binding upon Buyer and Seller and their successors and assigns.

14. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or by certified mail, return receipt requested to the other party at the address written in this Agreement.

Wherefore, the parties have set their hand the day first above written.

CHATHAM COUNTY BOARD OF EDUCATION

By: Gary Leonard  
Gary Leonard, Chair

Date Executed: February 13, 2017

Attest:

Derrick Jordan

Dr. Derrick Jordan, Secretary

CHATHAM COUNTY

By: \_\_\_\_\_  
James G. Crawford, Chair

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Lindsay Ray, Clerk, Board of Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Vicki McConnell  
Director of Finance  
Chatham County

## EXHIBIT A

(Description)

