

**MEMORANDUM OF UNDERSTANDING
AMONG
PIEDMONT LAND CONSERVANCY
CITY OF GREENSBORO
GUILFORD COUNTY
TOWN OF SUMMERFIELD
TOWN OF OAK RIDGE**

This Memorandum of Understanding (MOU) is made and entered into as of the ____ day of _____, 2020 by and among Piedmont Land Conservancy, a North Carolina nonprofit corporation (PLC), City of Greensboro, Guilford County, Town of Summerfield and Town of Oak Ridge (individually a “Party” and collectively, the “Parties”) in order to set forth their understanding of the roles and responsibilities of each Party in connection with a 113-acre property located in Guilford County.

1. **The Property.** Bandera Farms is a 113-acre property for sale located at 5366 A Bunch Road along Reedy Fork Creek in Summerfield, North Carolina (the “Property”) that the Parties want to acquire in order to protect its natural features and to provide certain benefits to the residents of the Parties and people visiting the Triad of North Carolina.

2. **Purpose of Acquisition.** The Property is adjacent to watershed property owned by the City of Greensboro, and provides additional water quality protection for the City of Greensboro’s drinking water supply, provides flood control benefit in a rapidly growing area of Guilford County, and is a critical link along the planned Piedmont Greenway corridor, a 19-mile greenway to connect Greensboro to Winston-Salem through Summerfield, Oak Ridge, Triad Park and Kernersville.

3. **Terms of the Acquisition.** After discussions with representatives of each of the Parties to this MOU, PLC entered into an Offer to Purchase and Contract with the owner of the Property, Bandera Farms, Inc. dated February 19, 2020, which is attached hereto as Exhibit A (the “Purchase Contract”). The purchase price of the Property is \$575,000 (“Purchase Price”), which is based on a fair market appraisal of the Property and \$210,000 below the listing price. PLC made an initial due diligence payment of \$5,000 and is required to make an additional \$5,000 payment by July 31, 2020. These payments are nonrefundable if the sale is not completed but will be applied to the Purchase Price at closing, which is scheduled to occur no later than November 30, 2020 (“Closing Date”).

4. **Intention of the Parties.** Preliminary discussions with representatives of the Parties, indicate a mutual desire among them for PLC to acquire the Property and eventually transfer of it to the Town of Summerfield for long-term management as a trails preserve, including sustainably designed equestrian and walking trails and the Piedmont Greenway, subject to a conservation easement on the entire Property to be held by PLC and the Town of Oak Ridge (the “PLC Oak

Ridge Easement”) and a separate open space easement in the form attached hereto as Exhibit B on a portion of the Property held by Guilford County (the “Guilford County Easement”).

The Parties hereto recognize and agree that the timing and final disposition of the Property will be guided by the requirements of the funding entities. It is the intent of PLC to incorporate each Party’s comments and input on the final version of the conservation easement. However, in the event that Parties have conflicting input the priority shall go toward the interests that most strongly protect the conservation values of the Property.

5. **Funding.** The acquisition of the Property is contingent upon contributions in the following amounts from each Party to cover the Purchase Price:

- Guilford County, \$165,000
- City of Greensboro, \$165,000
- Town of Summerfield, \$82,500
- Town of Oak Ridge, \$41,250
- Piedmont Land Conservancy, \$10,000 in earnest money deposits, all transactional costs related to the acquisition of the Property and any gap in funding to cover the Purchase Price. PLC shall pursue grants (identified in Paragraph 6) to cover these costs.

If sufficient funds to cover the Purchase Price are not committed by the Closing Date, PLC will not be able to acquire the Property and none of the Parties shall have any further obligations under this MOU.

All Parties agree to make their respective funding amounts available to PLC at least two weeks prior to the Closing Date or to wire their funds directly to the closing attorney identified below at least 48 hours before the Closing Date. The closing attorney is:

Thomas P. Hockman
Schell Bray
1500 Renaissance Plaza
230 N. Elm Street
Greensboro, NC 27401
(336) 370-8800

PLC shall provide all funders with a copy of the settlement statement which shall identify the source of all funding.

6. **Responsibilities of PLC.** PLC is the Buyer under the Purchase Contract and shall be responsible for all transactions related to the purchase of the Property, including, but not limited to, due diligence, environmental assessment, survey, and closing. PLC will own the Property until the post-acquisition matters identified in Paragraph 12 are completed. PLC shall coordinate fundraising for the purchase of the Property and preliminary site planning, including facilitating municipal contributions and preparation of grant applications to the NC Clean Water

Management Trust Fund (2020), Environmental Enhancement Grant Program (2020) and PARTF (2021). Publicity and any questions about the acquisition of the Property should be referred to PLC.

7. **Responsibilities of Other Parties.** Each of the other Parties shall take the necessary steps to obtain official approval by its governing body to provide the funding outlined in Paragraph 5 prior to the Closing Date. In order to maintain the ability for PLC to negotiate necessary extensions of the Closing Date if possible, or to terminate the Purchase Contract if sufficient funding is not committed, each Party shall notify PLC of any official action taken to commit the intended funding. Each Party will provide PLC evidence of the official action taken by its governing body to commit funds toward the Purchase Price and whether or not it will provide the funds directly to PLC or wire them to the closing attorney identified in Paragraph 5.

8. **Open Space Easement to be Held by Guilford County.** As a condition precedent to the contribution of \$165,000 by Guilford County to the Purchase Price, PLC will execute the Guilford County Easement to be held by the closing attorney and recorded immediately after the deed conveying the Property to PLC is recorded in the Guilford County Register of Deeds office. None of the Purchase Price shall be paid to the Seller until the deed to PLC and the Guilford County Easement are recorded.

9. **Cooperation Among the Parties.** The Parties shall continue to work together to determine the intended uses of the Property, the ultimate management responsibilities for the Property, and how to raise funds to cover the Purchase Price if any Party is not able to contribute the amounts outlined in Paragraph 5. Additionally, the Parties shall work together to provide public comments/input on the project as may be required by any of the governmental entities subject to this MOU.

10. **No Liability for Failure to Raise Funds.** All of the Parties agree and understand that the ability for PLC to purchase the Property is contingent on successful grant awards and/or private donations to cover the transactional expenses and any amount of the Purchase Price that is not contributed by the other Parties as outlined in Paragraph 5. No Party shall be liable to any other Party for failure to obtain official approval for the amounts identified in Paragraph 5 but all parties shall use their best efforts to do so.

11. **No Obligation for Long-Term Management or Maintenance of the Property.** Except for the responsibility of the Town of Summerfield as owner of the Property as contemplated by Paragraph 4, nothing in this MOU obligates any Party to accept responsibility for the long-term management or maintenance of the Property or any costs associated therewith. This MOU does not obligate any Party to provide funding for the maintenance and/or management of the Property. All decisions regarding long-term management and maintenance will be addressed by the post-acquisition memorandum of understanding described in Paragraph 12.

12. **Post Acquisition Matters.** Once the Property is acquired and the Guilford County Easement is granted to Guilford County on a portion of the Property, PLC will maintain ownership of the

Property until all of the Parties who contributed to the Purchase Price agree on a subsequent memorandum of understanding that will include the following:

- (a) The terms of the PLC Oak Ridge Easement, which will protect the Property's wildlife habitat, water-quality, air-quality, natural landscapes and contain the restrictions required by any funding agency, will allow for intended uses such as hiking, biking, greenway and equestrian trails and shall be applied to the entire Property in perpetuity.
- (b) A management plan for the long-term management and maintenance of the Property.

12. **No Third Party Beneficiaries.** No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, any of the Parties to this MOU. This MOU does not create any rights of a third party beneficiary.

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the date first written above. By signing below, each of the Parties acknowledge that this MOU has been reviewed and approved by the appropriate governing body of the Party.

PIEDMONT LAND CONSERVANCY

Print Name and Title:

CITY OF GREENSBORO

Print Name and Title:

GUILFORD COUNTY

Print Name and Title:

TOWN OF SUMMERFIELD

Print Name and Title:

TOWN OF OAK RIDGE

Print Name and Title:

EXHIBIT A

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND [Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Bandera Farms, Inc., a North Carolina corporation

(b) **"Buyer":** Piedmont Land Conservancy, a North Carolina nonprofit corporation

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 5366A Bunch Rd.

City: Summerfield Zip: 27358

County: Guilford, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____ at Page(s) _____, as shown on Plat Book/Slide _____

The PIN/PID or other identification number of the Property is: PIN 7828131554 / Parcel No. 149332

Other description: _____

Some or all of the Property may be described in Deed Book 2797 at Page 318

(d) **"Purchase Price":**

\$ 575,000.00

\$ 5,000.00

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ 570,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☐ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE.**

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



EXHIBIT A

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Shope Krohn Attorneys at Law, P.A.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on July 31, 2020 unless extended according to the terms of Exhibit B hereof, TIME BEING OF THE ESSENCE.

EXHIBIT A

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) **"Settlement Date"**: The parties agree that Settlement will take place on August 31, 2020 unless extended according to the terms of Exhibit B hereof (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Whether payable in a lump sum or future installments.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

EXHIBIT A

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

EXHIBIT A

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan"). **NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

☒ has owned the Property for at least one year.

☐ has owned the Property for less than one year.

☐ does not yet own the Property.

EXHIBIT A

(b) **Assessments:** To the best of Seller's knowledge there ☐ are ☒ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there ☐ are ☒ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

EXHIBIT A

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Piedmont Land Conservancy, a North Carolina nonprofit corporation.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

EXHIBIT A

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement and either adjusted between the parties or paid at Settlement:
- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
 - (b) **Rents:** Rents, if any, for the Property;
 - (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

☒ Identify other attorney or party drafted addenda: Exhibit B

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

EXHIBIT A

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

Piedmont Land Conservancy

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: [Signature]

Name: Kevin Redding

Print Name

Title: Executive Director

Date: 2/5/2020

Entity Seller:

Bandera Farms, Inc.

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: [Signature]

Name: BONNIE HENSON GALLO

Print Name

Title: EXECUTOR - INC. PRESIDENT

Date: 2-19-2020

EXHIBIT A

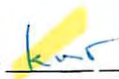
WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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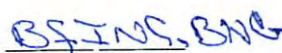


EXHIBIT A

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 4025, Greensboro
NC 27404-4025

Buyer Fax #: _____

Buyer E-mail: kredding@piedmontland.org

SELLER NOTICE ADDRESS:

Mailing Address: 5159 York Martin Rd.
Liberty, NC 27298

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Keller Williams Realty of Greensboro
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: C31916

Mailing Address: 1501 Highwoods Blvd., Ste. 400
Greensboro, NC 27410-2050

Individual Selling Agent: Cara Buchanan
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 279233

Selling Agent Phone#: (336) 543-4812

Selling Agent Fax#: _____

Selling Agent E-mail: ccbuchanan@kw.com

Listing Firm Name: Allen Tate Realtors – Greensboro
Acting as ☒ Seller's Agent ☐ Dual Agent

Firm License#: C30590

Mailing Address: 717 Green Valley, Ste. 300
Greensboro, NC 27408

Individual Listing Agent: Diane Thompson
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: 58198

Listing Agent Phone#: (336) 215-0402

Listing Agent Fax#: (336) 217-8328

Listing Agent E-mail: _____

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EXHIBIT A

EXHIBIT B

1. The provisions of this Addendum are hereby attached to and made a part of the Standard Form 12-T Offer to Purchase and Contract by and between Seller and Buyer (the "Contract"). In the event of any conflict between the terms of this Addendum and the Standard Form 12-T Offer to Purchase and Contract to which it is attached, the terms of this Addendum shall control.

2. Due Diligence Period & Settlement Date. Notwithstanding anything contrary in this Contract or otherwise, any Due Diligence Fee(s) to be paid to Seller shall be delivered to Seller's Agent, who shall promptly provide Buyer, its agents or representatives, with written notice of receipt of said funds. Only after Buyer, its agents or representatives receive said notice shall Seller's Agent release any Due Diligence Fee(s) to Seller, and failure to deliver said notice shall be a material breach of the Contract on the part of Seller.

Buyer may elect to extend the Due Diligence Period through 5:00 PM on October 31, 2020 by submitting for delivery to Seller's Agent an additional Due Diligence Fee of Five Thousand Dollars (\$5,000.00) by July 31, 2020, and in such event, the Settlement Date shall be extended through November 30, 2020.

3. Buyer's Default. Notwithstanding anything to the contrary in this Contract or otherwise, Seller's sole and exclusive remedy under this Contract for any breach by Buyer shall be the receipt of the Due Diligence Fee, which shall constitute liquidated damages for any and all such breaches. Buyer and Seller agree that Seller's damages arising from Buyer's default under this Contract would be difficult to ascertain and that the Due Diligence Fee is a reasonable estimate of such damages.

4. Marital Rights Waiver. If Seller is married, Seller's spouse shall execute the warranty deed conveying the Property to Buyer to release any marital rights of the spouse in the Property.

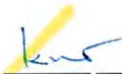
5. Confidentiality. Seller shall maintain the confidentiality of this Contract, and the transactions contemplated hereby, and shall not, except as required by law or governmental regulation applicable to Seller, disclose the terms of this Contract or of such transactions to any third parties whomsoever other than such persons whose assistance is required by Seller in carrying out the terms of this Contract. This Section shall survive the Closing or termination of this Contract.

6. Personal Property. At Closing, Seller shall, at no cost or expense to Buyer, deliver a bill of sale to the Buyer conveying all personal property owned by Seller related to the Property, if any.

7. Contracts. At or prior to Closing, Seller shall, at Seller's sole cost and expense, terminate any and all service, management and similar contracts and agreements relating to the Property, if any.

8. Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer that:

Buyer initials



Seller initials

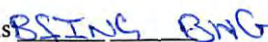
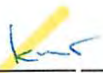


EXHIBIT A

- (a) Seller has full right, power and authority and has taken all requisite action necessary to enter into this Contract and to sell and convey the Property to Buyer as provided in this Contract, and upon request shall promptly provide evidence of such requisite action to Buyer or Buyer's agents or representatives in a form satisfactory in the sole discretion of Buyer, its agents or representatives.
- (b) To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws pending against Seller or the Property.
- (c) There are no options, contracts or other obligations outstanding for the sale, exchange or transfer of the Property, or any portion thereof.
- (d) Seller is not a "foreign person" as that term is used in Section 1445 of the Internal Revenue Code of 1986, as amended.

Buyer initials



Seller initials



EXHIBIT B

OPEN SPACE EASEMENT AND RIGHT OF WAY

From: Piedmont Land Conservancy
To: Guilford County

Prepared by: John T. Higgins, Jr.
Higgins Benjamin, PLLC
301 N Elm St, Ste 800
Greensboro, NC 27401

EXHIBIT B

NORTH CAROLINA
GUILFORD COUNTY

OPEN SPACE EASEMENT AND RIGHT OF WAY

This Open Space Easement and Right of Way (the “Easement”) is made as of _____, 2020 by Piedmont Land Conservancy, a North Carolina non-profit corporation, PO Box 4025, Greensboro, NC 27404-4025 (referred to herein as “PLC”), and Guilford County, a body politic and corporate of the State of North Carolina (referred to herein as the “County”), c/o Office of County Attorney, 301 W. Market St., Greensboro, NC 27401. Also joined hereto is the Town of Oak Ridge, a municipal corporation of Guilford County, North Carolina, c/o Town Manager, PO Box 374, Oak Ridge, NC 27310 (referred to herein as “Oak Ridge”).

RECITALS:

WHEREAS, PLC owns a parcel of land adjoining the Reedy Fork Creek in the northwestern area of Guilford County, said parcel being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (referred to herein as the “Subject Property”); and

WHEREAS, the parties hereto desire to preserve portions of the Subject Property as open space and to augment the park and recreation facilities of the County; and

WHEREAS, a primary purpose of the Easement is to provide the County with a legal interest in the Subject Property sufficient to empower the County to provide, financially and otherwise, for the development thereon of a segment of the “Piedmont Greenway” corridor (said segment of the Piedmont Greenway situated upon the Subject Property being referred to herein as the “Greenway Trail”). The Piedmont Greenway will be approximately 19 miles in length connecting the City of Greensboro with the City of Winston-Salem through the towns of Summerfield and Oak Ridge, the Triad Park and the Town of Kernersville; and

WHEREAS, this Easement is not intended to set forth rights and obligations of the parties hereto in relation to the planning, development, construction, use, and maintenance of the Greenway Trail beyond what is set forth herein, as such rights and obligations may be set forth in a separate agreement(s) between the parties hereto and interested third parties, including, without limitation, the Town of Summerfield (hereinafter the “Greenway Trail Easement Project”); and

WHEREAS, PLC and Oak Ridge will be the co-holders of a separate conservation easement on the Subject Property, said future easement to be negotiated as part of the overall implementation and execution of the Greenway Trail Project; and Oak Ridge is therefore joined hereto for the limited purpose of allowing it to approve any amendments to this Easement that the parties deem necessary to accomplish the implementation and execution of the overall Greenway Trail Easement Project.

EXHIBIT B

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other consideration, the receipt and adequacy of which are acknowledged by the parties hereto, Bandera does hereby give, grant and convey unto the County, its successors and assigns the following easement and right of way:

1. Watershed Protection Easement. A perpetual right and easement for watershed protection of that portion of the Subject Property lying within Three Hundred and Twenty-Five (325) feet of its northern boundary, which generally runs between the banks of Reedy Fork Creek (referred to as the "Protected Property"). This easement provides that the Protected Property shall not be developed in any manner without the prior written approval of the County and any such development to be approved by the County must be for the limited purpose of recreational uses such as walking, mountain biking and equestrian trails.

2. Greenway Trail Easement. A perpetual right and easement for the County and its successors and assigns to develop a greenway path or trail upon the Subject Property (the "Greenway Trail") which may be paved, unpaved, or a combination of both. Any such Greenway Trail to be developed shall be located within the Protected Property to the extent practicable and shall run from the northeastern end of the Subject Property to the southwestern end of the Subject Property. However, in the event that the topography or hydrology of an area within the Protected Property, otherwise desired for use by the Greenway Trail, would be impracticable to contain the Greenway Trail, the location of the Greenway Trail may extend beyond the Protected Property into other portions of the Subject Property to the extent necessary to circumvent the problematic topography or hydrology. Upon completion of the development of the Greenway Trail the easement for such trail shall be twenty feet in width. During construction and development of the Greenway Trail the County shall have a temporary construction easement fifty (50) feet in width for such purposes; and in the event of particularly problematic conditions such temporary construction easement in that location shall be extended to one hundred (100) feet in width. In addition, the County is hereby granted a reasonable access easement across the Subject Property to be able to service the Greenway Trail and to inspect the Protected Property.

3. Non-Exclusive. Other easements are permitted within the boundaries of any easements granted hereby to Guilford County, provided that any such subsequent easements do not impair the rights granted to Guilford County by this instrument.

4. Duties and Obligations of the County. Prior to developing the Greenway Trail the County is required to provide a survey of the center line of the trail and to record a plat of the easement as surveyed in the Guilford County Registry. The County shall have no obligation to construct or develop the Greenway Trail nor shall it be obligated or otherwise required to maintain the Easement.

5. Transfer of Easement. The parties hereto acknowledge that the benefits of this Easement are in gross and assignable in whole or in part to any one or more governmental bodies politic of the State of North Carolina or to any one or more governmental bodies or agencies

EXHIBIT B

established by the County.

6. Amendment of Easement. This Easement may only be amended with the consent of the County, the then current owner of the fee title to the Subject Property, PLC and its successors and assigns, and Oak Ridge and its successors and assigns, and any such amendment must be recorded in the Guilford County Registry to be effective.

To have and to hold this Easement unto the County, its successors and assigns, forever.

In witness whereof, the parties hereto have caused this instrument to be duly executed as of the date first herein above written.

[SIGNATURE PAGES FOLLOW]

EXHIBIT B

Piedmont Land Conservancy

By: _____

[Signature]

[Print name and office]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she the (Vice) President of Piedmont Land Conservancy, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its (Vice) President.

Witness my hand and official seal, this _____, 2020.

(SEAL)

_____, Notary Public
[Signature]

[Print name of Notary]

My Commission Expires: _____

EXHIBIT B

Guilford County

ATTEST:

By: _____

Chairman of the Board of Guilford
County Commissioners

Robin B. Keller
Guilford County Clerk to Board

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the Board of County Commissioners of Guilford County, a body politic and corporate; that the seal affixed to the foregoing instrument was signed in the name of Guilford County by _____, _____ Chairman of the Board of County Commissioners of Guilford County and attested by _____ as Clerk to the Board of County Commissioners of Guilford County, and that the foregoing instrument is the act and deed of Guilford County.

Witness my hand and official stamp or seal, this _____, 2020.

(SEAL)

Public

Notary

[Print name of Notary]

My commission expires: _____

EXHIBIT B

Town of Oak Ridge

[MUNCIPAL SEAL]

By: _____, Mayor
[Signature]

[Print name and office]

ATTEST:

_____, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that _____ personally appeared before me this day, and who, being by me duly sworn, says that he/she is the Town Clerk of the Town of Oak Ridge, a Municipal Corporation of Guilford County, North Carolina, that he/she knows the common seal of the Town of Oak Ridge, that he/she is acquainted with _____, the Mayor of the Town of Oak Ridge, and that he/she saw the Mayor sign the foregoing instrument, and that as Town Clerk, he/she affixed the town seal of the said instrument, and that he/she signed her name thereto in attestation of the execution of said instrument.

Witness my hand and official seal, this _____, 2020.

(SEAL)

_____, Notary Public
[Signature]

[Print name of Notary]

My Commission Expires: _____

EXHIBIT B

EXHIBIT A

(Attach legal description here)