

## OFFER TO PURCHASE AND CONTRACT

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": Western Piedmont Council of Governments

(b) "Buyer": \_\_\_\_\_

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

Street Address: 941 11th Ave. Blvd. SE

City: Hickory

Zip: 28602

County: Catawba

, 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 A, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_

, as shown on Plat Book/Slide 46 at Page(s) 34

The PIN/PID or other identification number of the Property is: 3712-13-14-2068

Other description: 4.36 acres, more or less

Some or all of the Property may be described in Deed Book 3501 at Page 1946

(d) "Purchase Price":

\$ \_\_\_\_\_

BID AMOUNT, paid in U.S. Dollars upon the following terms:

\$ \_\_\_\_\_

BY BID DEPOSIT, five percent (5%) of Bid Amount, made payable and delivered to  
**Patrick, Harper & Dixon, LLP**  
**34 2nd Street NW, Suite 400, Hickory, NC 28601**

\$ \_\_\_\_\_

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

Should Buyer fail to deliver any funds or any 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) "Bid Deposit": The Bid Deposit to be paid in connection with this transaction shall be deposited and held in accordance with North Carolina General Statute. In the event the bid is accepted by **Western Piedmont Council of Governments Policy Board** and Closing occurs, the Bid Deposit will be credited to Buyer. The Bid Deposit will be returned to Buyer in the event the Seller does not accept the bid offer from Buyer. In the event the bid offer is accepted by Seller and Buyer terminates this Contract prior to the expiration of the Due Diligence Period, the Bid Deposit less ten percent (10%) shall be refunded to Buyer. In the event the bid offer is accepted by Seller and Buyer terminates this Contract following the expiration of the Due Diligence Period or otherwise breaches this Contract, the Bid Deposit shall be paid to Seller.

(f) "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.

(g) **“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.

(h) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on the 90<sup>TH</sup> DAY FOLLOWING THE ACCEPTANCE AND AWARD OF THE OFFER BY THE Western Piedmont Council of Governments Policy Board TIME BEING OF THE ESSENCE.

(i) **“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.

(j) **“Settlement Date”**: The parties agree that Settlement will take place on OR BEFORE THE 30<sup>TH</sup> DAY FOLLOWING THE EXPIRATION OF THE DUE DILIGENCE PERIOD (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(k) **“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.

(l) **“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.

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

## 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*. 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.

(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:

- (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) **Appraisals:** An appraisal of the Property
- (v) **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.
- (vi) **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.
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (viii) **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.
- (ix) **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.

(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 a portion of the Bid Deposit shall be returned pursuant to Paragraph 1(e).

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

### 3. BUYER REPRESENTATIONS:

(a) This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property.

**(b) 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.

#### **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.

**(b) Assessments:** To the best of Seller's knowledge there  are  X are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: N/A.

Seller warrants that there  are  X are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: N/A.

#### **6. SELLER OBLIGATIONS:**

**(a) Evidence of Title:** 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.

**(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, and (ii) conduct a final walk-through inspection of the Property.

**(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.

**(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) Good Title, Legal Access:** Seller shall execute and deliver a SPECIAL 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.

**(g) 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: \_\_\_\_\_.

**(h) 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 Bid Deposit shall be refunded to Buyer as the sole remedy to Buyer. No sale may be completed until the Policy Board has ~~final~~ approved and accepted the high bid ~~after expiration of the upset bid period.~~ Seller reserves the right to withdraw any listed ~~item~~ property from sale at any time and to accept or reject any or all bids.

**7. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis.

**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. 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 Bid Deposit shall be refunded to Buyer.

**9. 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. No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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" section 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.

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

**17. 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.

**THIS CONTRACT IS NOT A NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION FORM.**

This offer shall become a binding contract on the Effective Date.

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

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Entity Buyer:

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

By: \_\_\_\_\_

Entity Seller:

Western Piedmont Council of Governments

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

Name: \_\_\_\_\_ Print Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: Anthony Starr Print Name

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

Title: Executive Director \_\_\_\_\_

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

#### 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: \_\_\_\_\_

Buyer Fax #: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

Mailing Address: 1880 2nd Avenue NW, Hickory, NC 28601

Seller Fax #: \_\_\_\_\_

Seller E-mail: c/o Casey W. Pope, cpope@phd-law.com

## ADDITIONAL PROVISIONS ADDENDUM

Property: 941 11th Ave. Blvd. SE, Hickory, NC 28602

Seller: Western Piedmont Council of Governments

Buyer: \_\_\_\_\_

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

The parties agree and acknowledge the following:

Seller is a governmental entity and must comply with the North Carolina General Statutes regarding local government entities including the property disposition processes and procedures as outlined in Article 12 of Chapter 160A of the North Carolina General Statutes (N.C.G.S. § 160A-269), which requires an upset bid process.

At such time as the highest, best acceptable offer is received, it shall be reported to the Policy Board at the earliest regularly scheduled meeting, at which time the Board shall accept or reject the offer by resolution. At such time as the Board accepts the offer, the bidder shall be required to post a bid deposit of five percent (5%) of its bid with the law office of Patrick, Harper & Dixon, LLP, or other assigned representative.

Seller will initiate an upset bid process with advertisement describing the property, the terms of the sale, and the requirements for submitting a qualifying upset bid to the Seller. The process will continue until no additional bids are received for a ten-day period, which is measured from the date of advertisement. All qualifying upset bids shall be delivered to the office of Patrick, Harper & Dixon, LLP, or other assigned representative, 34 2nd Street NW, Suite 400, Hickory, NC 28601. Each bidder shall deliver with their bid a bid deposit of no less than five percent of the total amount of their bid; the deposit shall be in the form of a certified check.

At such time as no additional bids are received, the final bid shall be reported to the Policy Board at a regularly scheduled meeting no more than thirty days after receipt of the final bid and the Policy Board shall either accept or reject the final bid. If the bid is accepted, award shall be made and the sale shall be authorized for close.

Beginning on the day following the Policy Board's acceptance of the bid, the buyer shall have a maximum period of time of One Hundred Twenty (120) days in which to close the sale of the property, of which Ninety (90) days shall be considered a due diligence period. Notwithstanding the foregoing, Buyer may extend the Due Diligence Period for one thirty (30) day period upon payment of the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) to Seller ("Due Diligence Extension Payment") prior to the expiration of the Due Diligence Period; the Due Diligence Extension Payment shall be applicable to the Purchase Price but nonrefundable. Further, Buyer may extend the Settlement Date for one thirty (30) day period upon payment of the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) to Seller ("Closing Extension Payment") prior to the Settlement Date; the Closing Extension Payment shall be applicable to the Purchase Price but nonrefundable. The Buyer shall complete all inspections of the Property during the Due Diligence Period. Should the Buyer withdraw prior to the expiration of the Due Diligence Period, the bid deposit shall be refunded, less a fee of ten percent (10%) of the total bid amount. The Buyer's bid deposit shall not be refundable after the expiration of the Due Diligence Period, except in the event of the Seller's failure to perform.

No sale may be completed until the Policy Board has approved and accepted the high bid. The Seller reserves the right to withdraw any listed property from sale at any time and to accept or reject any or all bids. The property shall be sold "as-is" in its current condition and the Seller gives no warranty with respect to usability of the property. Seller shall execute and deliver at settlement a Special Warranty Deed.

**IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.**

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

Buyer: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_ Print Name

Title: \_\_\_\_\_

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

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

Seller: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

Western Piedmont Council of Governments

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

By: \_\_\_\_\_

Name: \_\_\_\_\_ Print Name

Title: \_\_\_\_\_ Executive Director

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