

FILED
LEE COUNTY NC
PAMELA G. BRITT
REGISTER OF DEEDS
FILED Apr 25, 2018
AT 08:45:41 am
BOOK 01492
START PAGE 0897
END PAGE 0899
INSTRUMENT # 02292
EXCISE TAX \$4,139.00

Stamps: \$ 4,139.00

Prepared by M. Andrew Lucas- mail to Grantee

STATE OF NORTH CAROLINA)
COUNTY OF LEE)

GENERAL WARRANTY DEED

THIS DEED, made this 24 day of April, 2018, by and between **BCCDC-WICKER, LLC**, a North Carolina limited liability company, hereinafter called "GRANTOR" to **COUNTY OF LEE**, a North Carolina governmental entity, hereinafter called "GRANTEE";
408 Summit Drive, Sanford NC 27330

WINESSETH, that the Grantor, in consideration of valuable considerations provided by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the Grantee, all of Grantor's fee simple interest in that certain lot or parcel of land situated in the City of Sanford, West Township, Lee County, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

The above property was conveyed to the Grantor by deed recorded in Book 990, page 217, Lee County Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple. Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the claims of all persons whomsoever except for the exceptions

hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- 1) Restrictions, easements and rights of way of record.

This is not the primary residence of the Grantor.

IN TESTIMONY WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first above written.

BCCDC-WICKER, LLC

By: Kate Rumely
Kate Rumely- Manager

State of North Carolina
County of Lee

I, Andrea T. Waters, a Notary Public of the county and state aforesaid, certify that Kate Rumely personally came before me this day and acknowledged that she is the Manager of **BCCDC-WICKER, LLC**, and that she, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this 24 day of April, 2018.

Andrea T. Waters
Notary Public

My commission expires: 1/22/2019



Exhibit A

Being all of a certain tract containing 2.72 acres as depicted on the map or plat entitled "W. B. Wicker School Property." prepared by Enoch Engineers, P.A., dated August 25, 2005 and recorded in Plat Cabinet 2005, Page 161 and 161A, Lee County Registry.

Lee County, NC
Pamela G. Britt
Register of Deeds

Instrument Type : DEED
Instrument # : 02292
Book/Page : 01492 / 0897-00899 Pages : 3
1st Grantor : BCCDC-WICKER, LLC
1st Grantee : COUNTY OF LEE
Description: TR 2.72 ACRES W B WICKER SCHOOL PROP WST

Receipt # : 2018-178023
Date : 04/25/2018 08:45:41am
Document : 1 of 1

Description	Qty	Unit Cost	Extended
Deed & Gen. Inst. - first 15 pages	1	26.00	26.00
Excise Tax	1	4,139.00	4,139.00
		Document 1	4,165.00
		Grand Total	4,165.00
		Check 31131	-4,165.00
		Balance	0.00



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:																																																																																																																																																																																																																																																																																																																																																				
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.																																																																																																																																																																																																																																																																																																																																																						
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G. PROPERTY LOCATION: 0 Vance Street - 2.72 Acres Sanford, NC 27330		H. SETTLEMENT AGENT: M. Andrew Lucas PLACE OF SETTLEMENT 1410 Elm Street Sanford, NC 27330			I. SETTLEMENT DATE: April 25, 2018																																																																																																																																																																																																																																																																																																																																																	
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The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer Lee County

BY:

Amy M. Dalrymple

Seller

BCCDC-Wicker, LLC

BY:

Kate Rumely

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price					\$	@	%		
Division of Commission (line 700) as Follows:									
701. \$	to							PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$	to								
703. Commission Paid at Settlement									
704.	to								
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee	%	to							
802. Loan Discount	%	to							
803. Appraisal Fee		to							
804. Credit Report		to							
805. Lender's Inspection Fee		to							
806. Mortgage Ins. App. Fee		to							
807. Assumption Fee		to							
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From	to	@	\$	/day	(days)	%	
902. MIP Totlms. for LifeOfLoan	for	months	to						
903. Hazard Insurance Premium for	years	to							
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance	months	@	\$	per	month				
1002. Mortgage Insurance	months	@	\$	per	month				
1003. City/Town Taxes	months	@	\$	per	month				
1004. County Taxes	months	@	\$	per	month				
1005. Assessments	months	@	\$	per	month				
1006.	months	@	\$	per	month				
1007.	months	@	\$	per	month				
1008.	months	@	\$	per	month				
1100. TITLE CHARGES									
1101. Settlement or Closing Fee	to	M. Andrew Lucas						2,800.00	
1102. Abstract or Title Search	to								
1103. Title Examination	to								
1104. Title Insurance Binder	to								
1105. Document Preparation	to								
1106. Overnight Fee - Payoff	to	M. Andrew Lucas							20.00
1107. Attorney's Fees	to	M. Andrew Lucas							350.00
(includes above item numbers:)									
1108. Title Insurance	to								
(includes above item numbers:)									
1109. Lender's Coverage	\$								
1110. Owner's Coverage	\$								
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$	26.00	; Mortgage \$; Releases \$				26.00	
1202. City/County Tax/Stamps: Deed				; Mortgage					4,139.00
1203. State Tax/Stamps: Deed				; Mortgage					
1204.									
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey	to								
1302. Pest Inspection	to								
1303.									
1304.									
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								2,826.00	4,509.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


M. Andrew Lucas
Settlement Agent

STATE OF NORTH CAROLINA

COUNTY OF LEE

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered into this 19th day of March, 2018, by and between COUNTY OF LEE, a North Carolina governmental entity ("Purchaser"), or its assigns, and BCCDC-Wicker, LLC, a North Carolina limited liability company ("Seller");

WITNESSETH

WHEREAS, Seller owns a 2.72 acre tract of real property located on Vance Street in Sanford, Lee County, North Carolina, being all shown on Exhibit A attached hereto (the "Property"); and,

WHEREAS, the Seller desires to sell to Purchaser the Property pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, Seller and Purchaser already entered into an Option Agreement to Purchase Real Property in 2016, a copy of which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all those parcels of land shown on Exhibit A attached hereto (the "Property");
2. Purchase Price. The purchase price for the Property shall be Four Hundred Thousand and 00/100 dollars (\$400,000.00) plus the remaining amount owed by the Seller to Self Help Credit Union, a copy of a recent payoff being attached hereto as Exhibit C, for which the subject property serves as collateral ("the Purchase Price"), payable as follows:
 - a. \$1,000.00 in Earnest Money paid at the time of execution of the Option to Purchase Real Estate (this \$1,000.00 is already held in trust by Closing Attorney's Office).
 - b. The Remaining balance to be paid in immediately available funds at Closing (as hereinafter defined).
3. Earnest Money. Contemporaneously with the execution of this Agreement For The Purchase and Sale of Real Property, Purchaser and Seller have directed the Closing Attorney to transfer the \$1,000.00 option money being held in Closing Attorney's trust Account into an account in preparation for this pending Closing (the "Earnest Money"). The Earnest Money shall be held by Seller in accordance with Article 11.

4. Seller's Representations and Warranties.

- a. Seller is the owner of good and marketable fee simple title to the Property, free and clear of all liens, royalty reservations or obligations, easements, restrictions, options, reservations, mortgages, security titles and interests, covenants, conditions, rights of way, licenses, permits, encumbrances, leases, tenancies, claims of tenants in possession and rights of any kind, except encumbrances that have been disclosed to Purchaser in writing.
- b. So long as this Agreement remains in force, Seller will not lease, rent or convey all or any portion of the Property or any interest therein, except those portions previously leased by Seller, or enter into any Agreement granting to any person or entity any right with respect to the Property, or any portion thereof, without first obtaining the prior written consent of Purchaser.
- c. Seller is not now a party to any litigation, investigation or other proceeding, nor to the knowledge of Seller is any such litigation, investigation or proceeding threatened, which relates to the Property, directly or indirectly, or Seller's right to sell the Property.
- d. Seller has no knowledge of any pending, threatened or contemplated condemnation proceedings which will or may affect the Property in any respect whatsoever.
- e. Seller has no notice of and is not aware of any violations of any laws, ordinances, orders, restrictive covenants or other requirements affecting the Property, and there are no violations of record of any of the foregoing.
- f. There are no commitments to governmental authorities or agencies or utilities or quasi-governmental entities which affect the Property and no conditions of the zoning of the Property which have not been completely fulfilled.
- g. There are no taxes, assessments or levies of any type (except ad valorem taxes for calendar year in which closing occurs) relating to the Property which are presently due and payable or which may become a lien or other charge against any part of the Property.
- h. The Improvements are within the boundary lines of the Real Property as described on EXHIBIT A, and there are no encroachments onto the Real Property by any adjoining land owner.
- i. None of the Property is located within an area designated as having special flood hazards on the applicable Official Flood Hazard Map of the Federal Insurance Administration.
- j. The Property is presently zoned Office Institutional under the zoning ordinance of Lee County, North Carolina.
- k. No default now exists under any instrument affecting, encumbering, or secured by the Property, or any part thereof, nor is there any fact or condition which might, after notice or lapse of time or otherwise, become such a default.
- l. Neither the execution and delivery of this Agreement by Seller nor the consummation of the transaction herein contemplated shall, after notice or lapse of time or otherwise, result in a breach of any of the terms or provisions of or constitute a default under any article, indenture, agreement, contract, instrument, or obligation to which Seller is a party or by which Seller or the Property or any portion thereof is bound or encumbered, or constitute a violation of any applicable law relating to Seller or the Property.

- m. Seller has the right, legal capacity, power, and authority to enter into this Agreement and to convey the Property to Purchaser pursuant to the terms and provisions hereof. The execution of this Agreement by Seller, the performance by Seller of its obligations hereunder, and the sale, transfer, and conveyance contemplated hereby do not require any further action by Seller or the consent of any third party.
- n. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable in accordance with its terms.
- o. This agreement satisfies any and all timing requirements for the exercise of the option to purchase as further stated in Exhibit B.

5. Purchaser's Warranties and Representations. Purchaser warrants and represents to Seller that as of the Effective Date and as of the date of Closing:

- a. Purchaser has the right, legal capacity, power, and authority to enter into this Agreement and to purchase the Property from Seller pursuant to the terms and provisions hereof. The execution of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder, and the purchase contemplated hereby do not require any further action by Purchaser or the consent of any third party.
- b. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms.

6. Title and Title Exceptions. Within five (5) business days of the date of this Agreement, Seller will deliver to Purchaser copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions of title, recorded and unrecorded surveys, real estate tax records, covenants, deeds, easements, leases, and notes and deeds of trust relating to the Property. Seller further authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Purchaser and both Purchaser's and Seller's agents and attorneys; and (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 Purchaser and both Purchaser's and Seller's agents and attorneys. No later than fifteen (15) days prior to closing, Purchaser shall examine title to the Property and furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have until Closing (as hereinafter defined) to satisfy all valid objections, and if Seller fails to satisfy such valid objections by Closing, then Purchaser at Purchaser's sole election, may either (a) declare this Agreement null and void and no party shall have any further rights, duties or liabilities hereunder, and the Earnest Money will be returned to Purchaser; or (b) elect to close the transaction contemplated hereby without regard to the exceptions. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the jurisdiction in which the Property is located will insure at its regular rates, subject only to standard exceptions and the matters referred to herein.

7. Inspection. Purchaser, and Purchaser's agents and representatives, at Purchaser's sole expense, and at reasonable times prior to Closing shall have the right to enter upon the Property for the purpose of inspecting, examining and surveying the Property and conducting environmental tests of the Property. Purchaser assumes all responsibility for Purchaser's acts and the acts of Purchaser's agents and representatives in exercising the rights provided under this paragraph and agrees to indemnify,

defend and hold Seller harmless from and against any and all liability, damage, loss, cost and expense (including but not limited to attorney fees and expenses and costs of litigation) resulting therefrom.

8. Closing. The Closing of this transaction shall be held on or before April 30, 2018. Closing shall occur at the office of Purchaser's counsel. Seller acknowledges and agrees that the timing of the Closing will need to be coordinated with the closing of bonds by the Purchaser. Seller shall make reasonable efforts to schedule Closing in such a way as to accommodate the bond closing as well. At Closing, subject to the conditions hereafter stated, Seller shall deliver to Purchaser a General Warranty Deed conveying to Purchaser fee simple title to the Property. Seller shall pay any transfer tax, stamp tax, grantor's tax, or other tax payable in connection with the recordation of the general warranty deed. Purchaser shall be responsible for the costs of recording the deed and any other related documents. Ad valorem taxes on the Property for the year in which the purchase and sale hereunder is closed shall be prorated as of the end of the day of Closing. In the event tax bills have not been issued for the year of Closing, taxes shall be prorated based on the previous year's tax bill. All income received and expenses incurred with respect to the Property shall also be prorated as of the date of Closing and appropriate payments or credits made at Closing. Seller shall deliver possession of the Property to Purchaser on or before the date of Closing. After title to the Property has been updated through the time and date of closing and all applicable documents to include the deed has been filed for record, the purchase price shall be paid to Seller.

9. Commissions. Neither Purchaser nor Seller has created any liability for any broker's fee or commission in connection with this Agreement or the consummation of the transaction contemplated hereby. Each of Purchaser and Seller represents to the other party that it has not engaged or dealt with any broker or agent in regard to this Agreement or to the sale and purchase contemplated hereby, and each party hereto agrees to indemnify, defend and hold the other party harmless from and against any claim, loss, damage, liability, cost or expense (including but not limited to attorney fees and expenses and costs of litigation) which the indemnified party shall suffer, incur or be threatened with because of any claim by any broker, agent or other person or entity claiming by, through, or under the indemnifying party, whether or not meritorious, for any fee, commission, other compensation with respect hereto or the purchase and sale provided herein. This paragraph shall survive the Closing of the purchase and sale hereunder or the cancellation of this Agreement.

10. Condition of and Title to Property; Requirement of Closing. The obligations of Purchaser to consummate the transactions contemplated under this Agreement are hereby expressly made subject to the following conditions, each of which are solely for the benefit of Purchaser and may be waived by Purchaser only in writing in the exercise of its sole and absolute discretion:

- a. The timely performance by Seller of each and every obligation imposed upon Seller under this Agreement, time being of the essence of this Agreement; and,
- b. The truth and accuracy as of the date hereof and as of the date of Closing, of each and every warranty and representation made by Seller.

11. Earnest Money, Default and Remedies. The Earnest Money shall be held by M. Andrew Lucas, attorney, pending closing.

- a. The Earnest Money shall be retained by Seller and credited at Closing against the cash otherwise due and payable from Purchaser; provided, however, that if Seller defaults in performing any of Seller's obligations under the terms of this Agreement,

Seller shall promptly return the Earnest Money to Purchaser as full settlement of all claims of Purchaser against Seller.

- b. In the event Purchaser defaults in performing any of Purchaser's obligations under this Agreement, Seller shall retain the Earnest Money as full settlement of all claims of Seller against Purchaser.

12. Damage and Destruction to Improvements. In the event that any improvement on the Property is destroyed or substantially damaged after the acceptance of this Agreement and before Closing, Purchaser, at its election, may cancel this Agreement or may elect to close under this Agreement and receive such insurance as is paid on the claim of loss. This election is to be exercised on or before the earlier to occur of the date set for Closing or the date ten (10) days after the Purchaser has been notified in writing by Seller of such destruction or damage.

13. Survival. None of the warranties, representations, covenants, terms, and conditions set forth in this Agreement shall be merged into the documents executed and delivered at Closing. Instead, any and all representations, covenants, terms, conditions, and warranties contained in this Agreement shall survive the Closing.

14. Liabilities. Purchaser is not and shall not be deemed to be a successor to Seller. Purchaser is acquiring only the Property. Purchaser has not assumed or agreed to assume any liability whatsoever of Seller, and Purchaser does not assume or agree to assume any obligation of Seller under any contract, agreement, indenture, or any other document to which Seller is a party or by which Seller is to be bound or which in any manner affects the Property or any part hereof, except as expressly agreed to herein by Purchaser.

15. Existing Leases. Purchaser is aware of the current lease between Seller and Lee County as it involves Central Carolina Community College and the Dental Hygiene Program.

16. Risk of Loss. Prior to Closing, risk of loss or damage to the Property, but excluding loss or damage caused by Purchaser's negligence or willful misconduct, shall be on Seller. Upon Closing, risk of loss to the Property shall be on Purchaser.

17. Notice. Any notice required or permitted under this Agreement must be in writing, signed by the party giving the notice or by its attorney at law, and shall be deemed to be delivered, whether or not actually received, when the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when received if hand delivered or delivered by express courier, as the case may be, addressed to the party to whom such notice is sent at the address set forth below:

"Purchaser's Notice Address" shall be as follows:

County of Lee
Attn: County Manager
P.O. Box 1968
Sanford, NC 27331-1968

"Seller's Notice Address" shall be as follows:

BCCDC-Wicker, LLC
Attn: Kate Rumely
P.O. Box 568
Sanford, NC 27331

With copy to:

M. Andrew Lucas
Harrington, Gilleland, Winstead, Feindel & Lucas L.L.P.
1410 Elm St, Sanford, NC 27330

18. Construction of Agreement.

- a. The parties hereto agree that this Agreement constitutes the entire agreement between the parties; that no representations, stipulations, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this Agreement, and that this Agreement may not be added to or modified except by written agreement signed by each of the parties.
- b. No waiver of any term or condition of this Agreement shall be deemed a waiver of such term or condition in the future unless such waiver shall be in writing and signed by each of the parties.
- c. It is understood and recognized that the drafting of this Agreement is the joint undertaking of the parties hereto and results from their common negotiation.

19. Specific Performance. Should Seller default under any of the provisions of this Agreement, Purchaser may demand specific performance of this Agreement.

20. Iran Divestment Act Certification. Seller certifies that, as of the date listed below, it is not on the Final Divestment List created by the State Treasurer pursuant to NCGS Sec 143-6A-4. In compliance with the requirements of the Iran Divestment Act and NCGS Sec 143C-6A-5(b), Seller shall not utilize in the performance of the contract and subcontractor that is identified on the Final Divestment List.

21. E-Verify Certification. Seller agrees that, as of the date listed below, it is not on the Final Divestment List created by the State Treasurer pursuant to NCGS Sec 143-6A-4. In compliance with the requirements of the Iran Divestment Act and NCGS Sec 143C-6A-5(b), Seller shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

22. Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Agreement.

23. Effective Date. All references to the effective date of this Agreement mean the date upon which the later of Seller and Purchaser have executed this Agreement.

24. Governing Law and Jurisdiction. This Agreement and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

25. Binding Effect. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their heirs, legal representatives, successors and assigns.

26. Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

27. Exhibits. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit hereto are hereby incorporated herein by reference.

28. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Date of Execution by Seller:

4/18/2018

SELLER:

BCCDC-Wicker, LLC

BY: Kate Rumely

TITLE: President

Date of Execution by Purchaser:

4/17/2018

PURCHASER

COUNTY OF LEE

BY: Amy M. Dalrymple

Amy M. Dalrymple

Chair, Lee County Board of Commissioners

ATTEST:

Jennifer Lumble
Clerk to the Board of Commissioners

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

Lisa D. Minter
Lisa Minter, Finance Officer
Lee County, North Carolina