



CITY OF ARCHDALE

CITY COUNCIL

MEETING DATE: Tuesday September 22, 2020

SUBJECT: Authorization for Manager to Enter Contract to Purchase Property Located at 413 Balfour Drive

RECOMMENDATIONS OR COMMENTS: An opportunity has presented itself to purchase land adjacent to city-owned property on Balfour Drive. The property, 413 Balfour Drive, is Randolph County parcel #7718435577 and totals 1.45 acres. There is a 2,000+/- square foot single-family home on the western side of the property.

SUMMARY OF ATTACHED INFORMATION: Map of Property and Contract Document pages 1-2.

ATTACHMENTS: YES NO

Randolph County, NC



Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

Map Scale
1 inch = 83 feet
9/17/2020

OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": John V. Richardson, Trustee of Barbara Gailey Irrevocable Trust

(b) "Buyer": City of Archdale

(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.

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: 413 Balfour Dr.
 City: Archdale Zip: 27263
 County: Randolph, 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 2, Block/Section _____, Subdivision/Condominium Ravenwood
 _____, as shown on Plat Book/Slide 16 at Page(s) 23

The PIN/PID or other identification number of the Property is: 7718-43-5577

Other description: RAVENWOOD;L2-4 SC2 BMPB16-PG23

Some or all of the Property may be described in Deed Book 2681 at Page 161

(d) "Purchase Price":
 \$ 220,000.00 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).
 \$ _____ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum
 (Standard Form 2A3-T).
 \$ 220,000.00 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 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.



This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
 Revised 7/2020
 © 7/2020

Buyer's initials _____ Seller's initials _____

(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): n/a
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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 4 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 8(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 _____
TIME BEING OF THE ESSENCE.

(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 November 6, 2020
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.