



# **Wake County Board of Education**

## *FACILITIES* **PRECIS**

### **Subject**

OFFER TO PURCHASE AND CONTRACT: CENTRAL WAKE COUNTY (CARY AREA)

### **Department, Board/Staff Liaison(s), and any Presenters from Outside the District**

Bryan Roof – Program Executive, Facilities Design & Construction/Real Estate Services

Betty Parker – Senior Director, Real Estate Services

### **Main Points**

Terms and conditions of an Offer to Purchase and Contract have been reached with 2205 Walnut Street, LLC, to acquire a parcel of land containing  $\pm$  4.2319 acres of land, together with all improvements located thereon. The property is located at 2205 Walnut Street, Cary, NC. The property is further described as having Wake County PIN 0772-79-1815 and REID 0132668.

### **Fiscal Implications**

Estimated land cost at \$5,000,000.00 would come from the SNAP Component and/or the Land Acquisition Component of the ongoing Capital Improvement Plan Funds.

### **Savings**

None.

### **Recommendation for Action / Next Steps**

Staff requests Board approval.



**Wake County  
Board of Education**  
*FACILITIES*  
*(Closed Session)*  
**PRECIS**

**Subject**

OFFER TO PURCHASE AND CONTRACT: CENTRAL WAKE COUNTY (CARY AREA)

**Department, Board/Staff Liaison(s), and any Presenters from  
Outside the District**

Bryan Roof – Program Executive, Facilities Design & Construction/Real Estate Services

Betty Parker – Senior Director, Real Estate Services

**Main Points**

Staff requests a closed session agenda item to establish or instruct the Board's staff or negotiating agents concerning the position to be taken by or on behalf of the Board in negotiation of (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, pursuant to N.C.G.S. 143-318.11(a)(5).

Terms and conditions of an Offer to Purchase and Contract have been reached with 2205 Walnut Street, LLC, to acquire a parcel of land containing  $\pm$  4.2319 acres of land, together with all improvements located thereon. The property is located at 2205 Walnut Street, Cary, NC. The property is further described as having Wake County PIN 0772-79-1815 and REID 0132668.

**Fiscal Implications**

Estimated land cost at \$5,000,000.00 would come from the SNAP Component and/or the Land Acquisition Component of the ongoing Capital Improvement Plan Funds.

**Savings**

None.

**Recommendation for Action / Next Steps**

Staff requests Board approval, subject to Board Real Estate Counsel's approval as to form.

NORTH CAROLINA

WAKE COUNTY

**BARGAIN SALE OFFER TO PURCHASE AND CONTRACT**

This Bargain Sale Offer to Purchase and Contract ("Contract") is made as of the Effective Date (defined herein) by and between The Wake County Board of Education, a North Carolina body corporate ("Buyer") and 2205 Walnut Street, LLC, a North Carolina limited liability company ("Seller").

WITNESSETH:

WHEREAS, Buyer hereby offers to purchase and Seller agrees to sell the tract of land located at 2205 Walnut Street, Cary, Wake County, North Carolina, together with all improvements, structures, equipment and fixtures located thereon, and with all right, title and interest which Seller may have in all creeks, streams, rights-of-way, roads, streets and ways bounding said property (the "Property"). The Property is further identified by a legal description shown on Exhibit A and depicted upon Exhibit B. Exhibits A, B, C and D are attached hereto and made a part of this Offer to Purchase, with the exact location and acreage of the subject property to be determined by a formal survey to be obtained by Buyer. The Property is more particularly described as that parcel having Wake County PIN 0772-79-1815 and Wake County REID 0132668. Buyer and Seller acknowledge that the Property includes 4.2319 acres of land, more or less, per survey prepared by Bass, Nixon Kennedy, Inc., Consulting Engineers, dated 8-13-2009, and entitled "ALTA/ACSM Survey for 2205 Walnut Street, LLC, Cary, Wake County, North Carolina," a copy of which is attached hereto as Exhibit D; and

WHEREAS, Buyer is a charitable organization as defined in the Internal Revenue Code of 1986, as amended and supplemented, and the applicable regulations promulgated thereunder (the "Code"); and

WHEREAS, Seller intends that the difference between the Purchase Price and the fair market value of the Property shall be a charitable contribution to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and the earnest money deposit set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and confessed, the parties hereto agree to the following terms and conditions:

1. PURCHASE PRICE: The Buyer shall pay to Seller through a Bargain Sale purchase, based on a combination of cash and a charitable contribution. The Purchase Price for the property shall be the fair market value as stabilized of the Property as determined by an appraisal performed by Frank D. Leatherman, Jr. MAI of Leatherman Real Estate Services, LLC (the "Appraiser"), who has been chosen by Seller. The Appraisal shall be commissioned by Seller and the cost thereof shall be borne by Seller. The Appraisal shall be completed within 60 days after this Contract is signed by the Wake County Board of Education. The Purchase Price shall be paid as follows:

A. PARTIAL PURCHASE PRICE: In partial payment of the Purchase Price, Buyer shall pay Seller Five Million (\$5,000,000) Dollars, which shall be paid by Buyer to Seller as follows:

(1) Fifty Thousand Dollars (\$50,000) in earnest money shall be paid by check to Howard, Stallings, From, Atkins, Angell & Davis, P.A. ("Escrow Agent"), with the delivery of this Contract, to be held in trust until the sale is closed, at which time it will be credited to Buyer, applied to payment of the Purchase Price and disbursed to Seller at closing, or until this Contract is otherwise terminated and it is disbursed in accordance with the terms of this Contract.

(2) The balance of the Partial Payment shall be paid at closing.

B. Balance of Purchase Price. The balance of the Purchase Price (being the difference between the Purchase Price determined by the Appraisal described above and the Partial Payment paid pursuant to sub-paragraphs 1(A)1-2) shall be credited to Buyer in the form of a charitable contribution from Seller to Buyer. Unless mutually agreed in writing by the parties hereto, cash paid by Buyer shall be Five Million (\$5,000,000) Dollars.

2. BUYER'S CONDITIONS: The obligation of Buyer to purchase the Property is subject to the satisfaction at or prior to closing of the following conditions:

A. The Buyer must approve all terms and conditions of this Contract.

B. The Wake County Board of Commissioners must, prior to closing, approve Buyer's purchase of the Property, and prior to closing, approve funding and disburse to Buyer sufficient funds to pay the full balance of the Purchase Price for the Property.

C. Within Ninety (90) days from the date the Buyer signs this contract, Buyer must be able to obtain, at its expense, the following:

(1) A survey of the Property acceptable to Buyer prepared by a registered land surveyor and a legal description that conforms to the survey. The survey will be prepared at the sole expense of Buyer.

(2) A determination that there will be no adverse effect to the intended use of the Property due to the existence of rock or other unsuitable soil conditions;

(3) An environmental assessment of the Property to determine the existence of conditions that may be governed by Federal, State, or Local Environmental Laws. Buyer shall promptly deliver to Seller a copy of such environmental assessment when the same becomes available, at no expense to Seller. The results of the Buyer's tests and investigations shall not be made available or disclosed to any third party until a copy has been provided to Seller. Failure to determine such conditions by this inspection shall not relieve Seller of its obligation to indemnify Buyer from any claims under Federal, State, or Local Environmental Laws as required by other sections of this Offer to Purchase and Contract.

(4) An appraisal by a MAI appraiser, acceptable to Buyer, that reflects the value of the Property as equal to or exceeding the Purchase Price. If the appraised value of the Property does not equal or exceed the Purchase Price but sufficiently supports the Purchase Price so as to be acceptable to the Buyer and The Wake County

Board of Commissioners for approval of the Contract and funding, this condition will be deemed satisfied.

(5) Buyer must be able to retain or procure a zoning designation to its satisfaction to operate educational and educational support facilities.

(6) Buyer must be able to confirm or obtain approval from the Town of Cary, Wake County and/or the North Carolina Department of Transportation to maintain the existing suitable means of ingress and egress from the Property to Walnut Street and Dillard Drive from all improved areas of the Property.

(7) There shall be no restrictions, easements or governmental regulations, other than zoning regulations that would prevent the reasonable use of the Property for educational and educational support facilities purposes as described in Paragraph 2C(5) hereinabove.

D. As of the date of Closing, there shall be no Deeds of Trust, liens, leases or other monetary charges against the Property other than liens or charges 1) that are to be paid in full by Seller from the sales proceeds, or 2) resulting from the action of Buyer or its agents, contractors, employees or representatives.

E. Title must be delivered at closing by Special Warranty Deed and must be fee simple marketable title, free of all encumbrances and assessments except *ad valorem* taxes for the current year (prorated as described in Paragraph 5-A), utility easements and unviolated restrictive covenants, none of which materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer, including those shown as Exceptions to Buyer's title insurance commitment obtained for this sale. The Property must have legal access to a public right-of-way from all improvements located thereon. Exhibit D enumerates all title exceptions currently known to Seller. Seller shall convey the Property to Buyer via special warranty deed that uses the description included in its vesting deed recorded in Book 13783, Page 2620, Wake County Registry. Seller shall also, upon Buyer's request, provide a Non-Warranty Deed to Buyer that includes the description of the Property drawn from a survey of the Property commissioned by Buyer related to this sale.

3. FAILURE OF BUYER'S CONDITIONS PRECEDENT: If any of the conditions contained in Section 2 are not met by April 17, 2020, Buyer has the option to waive the satisfaction of any unsatisfied conditions and proceed to closing or to terminate this Agreement by delivery of written notice to Seller on or before April 17, 2020, in which event the earnest money shall be returned to Buyer and the parties shall have no further rights or obligations herein except the Buyer's obligations pursuant to Section 15. In the event Buyer has not delivered written notice of its election to terminate on or before April 17, 2020, Buyer shall be deemed to have elected to waive the satisfaction of any unsatisfied conditions.

4. SELLER REPRESENTATIONS AND WARRANTIES: Throughout the entirety of this Contract, "To the best of Seller's knowledge" or other references to Seller's knowledge means after due inquiry and reasonable investigation, the actual knowledge of or written notice received by Kenneth A. Lucas as Manager of Seller. Seller makes the following representations and warranties to and for the benefit of Buyer which are true as of the date of this Contract and will continue to be true unless written notice of a change is delivered to Buyer prior to Closing. The disclosure of a change

in a representation or warranty contained in this Section is a not a breach of this Contract if the disclosed information regarding the change was not known to Seller at the Effective Date provided Seller was not a cause in making the representation or warranty true or inaccurate. Should Buyer receive notice of a material change in the following representations and warranties it may terminate this Contract by delivery of written notice to Seller, in which event the earnest money shall be returned to Buyer and the parties shall have no further rights or obligations except as expressly set forth in this Contract as intended to survive termination for 6 months. In the event Seller caused the representation or warranty to become untrue or inaccurate, such action may be an event of default by Seller and Buyer shall have the same remedies as if a default occurred under the terms of this Contract pursuant to Section 13:

A. Seller has received no notice that there are any encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, sewer, water, or other improvements on or adjoining the Property. Any encumbrances and assessments resulting from the actions of Buyer or Buyer's agents, employees or other representatives are the responsibility of Buyer and are excluded herefrom.

B. Seller has not entered into any leases or rental agreements with reference to the Property that cannot be terminated before closing. To the best of Seller's knowledge, neither Seller nor the Property are the subject of any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or to the knowledge of Seller threatened or likely to be made or instituted which would be binding upon the Property or affect or limit Buyer's full use and enjoyment of the Property or which would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated herein.

C. To the best of Seller's knowledge Seller has complied with any applicable laws, ordinances, regulations, statutes, rules and regulations affecting the Property and to the best of Seller's knowledge no portion of the Property has been used for the production, storage or disposal of toxic or Hazardous Materials (as defined herein) except for substances and compounds typically used in the operation of Miller Motte College programs. To the best of Seller's knowledge, all such substances and compounds have been stored, used and disposed of in accordance with applicable law and otherwise conforms to the representations made in Section 4 E, F and G below.

D. Seller is not a "foreign person" as defined in the Foreign Investor Reporting and Property Tax Act and shall provide an affidavit at least ten (10) days prior to closing in a form satisfactory to Buyer to such effect.

E. To the best of Seller's knowledge, the Property is not the subject of any active or pending action by the North Carolina Department of Environmental Quality (DEQ) or its predecessor successor agencies, or any federal, state or local agencies under any federal, state or local environment laws or regulations;

F. To the best of Seller's knowledge, but without investigation, there is no Hazardous Material (except as otherwise stated in Section 4C above) on the Property, whether such Hazardous Material was placed by spill, release, discharge, disposal or storage. Hazardous Material as used in this Contract means any hazardous or toxic substance, material, waste or similar term which is regulated by local authorities, the State of North Carolina and/or

the Federal Government including, but not limited to, any material substance, waste or similar term which is:

- (1) defined as Hazardous Material under the laws of the State of North Carolina, as amended from time to time;
- (2) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), as amended from time to time;
- (3) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), as amended from time to time;
- (4) defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et seq.*), as amended from time to time;
- (5) defined as hazardous waste or toxic substance, waste, material or similar term in any rules and regulations, as amended from time to time, which are adopted by any administrative agency including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration, and any such similar State or Local agency having jurisdiction over the Property whether or not such rules and regulations have the force of law; or
- (6) defined as hazardous or toxic waste, substance, material or similar term in any statute, regulation, rule or law enacted or adopted at any time after the date of this Agreement by local authorities, the State of North Carolina, and/or the Federal Government.

G. Seller has no knowledge that the Property fails to comply with any environmental laws or ordinances or rules and regulations of any authorities having jurisdiction over the Property relative to any Hazardous Material.

H. Buyer is relieved of any liabilities, claims, penalties, fines, costs, or charges that may occur as a result of any action against the Property under Federal, State, or Local Environmental Laws as a result of any environmental conditions arising from circumstances occurring during the period of Seller's ownership and caused by acts or omissions of Seller, its agents or assigns (for these purposes, "Seller's agents or assigns" excludes Buyer, its agents, employees or other representatives).

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and adjusted between the parties or paid at closing:

A. At closing, *ad valorem* taxes on the Property shall be pro-rated between Buyer and Seller to the date of closing for the year in which closing occurs. All "roll back" taxes, if any, shall be the responsibility of Seller. All *ad valorem* and "roll back" taxes (if any), shall be calculated and paid at closing from the proceeds due at closing. Buyer and Seller understand that the prorated amounts may be based upon tax rates that may change after closing but before the end of the year in which closing occurs. Should the actual tax bill be different than the amount estimated at closing, Buyer and Seller will promptly reconcile and settle the difference between them. As part of the consideration of this sale, this term and condition shall survive closing and shall not merge upon delivery of the deed.

B. All late listing penalties, if any, shall be paid by Seller.



C. Rents, if any, for the Property shall be retained by Seller as applicable to its period of ownership, calculated to the date of closing.

D. Seller shall be responsible for any brokerage commissions due as a result of this sale. Buyer by its execution hereof confirms that licensed real estate brokers Jake Jones of Avison Young and Jay Taylor of SVN Tar Heel Commercial Realty have presented and shown the property to Buyer for its consideration, Buyer agrees to indemnify and hold Seller harmless against any real estate commission claimed by any other parties allegedly representing Buyer in this transaction.

6. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in a form satisfactory to Buyer at least ten (10) days prior to closing showing that all charges for labor or materials, if any, furnished to the Property by Seller or on behalf of Seller within one hundred twenty (120) days before the date of closing have been paid and agreeing to indemnify Buyer against all loss from any claim arising therefrom. Seller shall not be responsible for any labor or materials furnished to the Property on behalf of Buyer.

7. CLOSING EXPENSES: Seller shall pay for the preparation of a deed which shall be prepared by Seller's attorney and for the excise tax on transfer required by law. Buyer shall pay for recording the deed and all other closing costs. Buyer and Seller shall each pay their respective attorneys' fees.

8. EVIDENCE OF TITLE: Seller shall deliver to Buyer within thirty (30) days after the Effective Date copies that are reasonably available without cost of all title information available to Seller, including, but not limited to, title insurance policies, attorneys' opinions on title, surveys, and covenants relating to the Property.

9. ASSIGNMENT: Except in conjunction with a like kind exchange pursuant to Section 26, this Contract may not be assigned by Buyer or Seller without the written consent of the other party, which consent may be withheld by either party in its sole discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Contract to The County of Wake without the written consent of Seller.

10. BINDING EFFECT: This Contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns.

11. SURVIVAL: Any provision of this Contract which by its nature and effect is required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties until fully observed, kept or performed. The representations and warranties of Seller contained in Section 4 shall survive Closing for a period of six months.

12. DEFAULT; REMEDIES: In the event of a breach by Seller of this Contract and if such breach is not cured within ten (10) days after receipt of notice thereof by Buyer, Buyer shall have as its sole and exclusive remedies the right to either: (1) terminate this Contract and receive a refund of the earnest money together with any out-of-pocket expenses incurred by Buyer in its due diligence investigation and preparation for closing, provided that the amount to be recovered shall not exceed Seventy Five Thousand and No/100 Dollars (\$75,000.00), or (2) seek specific performance against Seller, provided that any action for specific performance must be commenced within ninety

(90) days after the date of breach by Seller. Notwithstanding anything stated to the contrary, Buyer's right to use its power of eminent domain is not limited by any remedy for a default stated herein.

In the event of a breach of this Contract by Buyer, and if such breach is not cured within ten (10) days after written notice from Seller of such breach, Seller shall have as its sole and exclusive remedy the right to receive the earnest money and Escrow Agent shall immediately pay such earnest money to Seller.

In the event of a breach by either party subsequent to closing, and if such breach is not cured within ten (10) days after receipt of notice of breach, or in the event such breach cannot be cured within ten (10) days, within such reasonable time thereafter, provided that the defaulting party has commenced a cure within ten (10) days, then the non-defaulting party shall have as its sole and exclusive remedy the right to recover from the defaulting party any actual damages incurred by the non-defaulting party, but in no event shall such damages include any special, punitive, incidental, consequential damages or double or treble damages.

13. SELLER'S AUTHORITY: Seller warrants and represents that it has full and complete power and authority to enter into this Contract in accordance with all the provisions contained herein and that there is no person or entity that has any interest in the Property other than the parties to this Contract.

14. RIGHTS OF BUYER PRIOR TO CLOSING; SURVIVING OBLIGATIONS: Buyer, its agents, employees or other representatives shall have the right during the term of this Contract to go upon the Property for the purpose of making such surveys, engineering, topographical, geological, environmental and other tests and measurements including, but not limited to, soil tests, percolation tests and subsoil tests as Buyer deems necessary or advisable. Buyer agrees to return the Property to as near its original condition as is possible after completion of tests the Buyer or its agents conduct on the Property. Buyer indemnifies and holds Seller harmless from loss, cost, damage or expense (including attorney's fees) resulting from Buyer's entry or activities on site or caused by Buyer's agents, employees or representatives

15. ADDITIONAL COVENANTS: These covenants shall survive closing for six months:

A. Seller agrees to remove on or before closing all deeds of trust, liens, leases and other monetary charges against the Property which can be satisfied by the payment of money, provided that any liens or charges resulting from the actions of Buyer or Buyer's agents, employees, contractors, or representatives shall be the responsibility of Buyer.

B. Seller shall provide to Buyer copies of any studies and/or reports in their entirety which Seller may have received and or commissioned and which is still in Seller's custody or control, regarding the property within ten (10) days of the Effective Date. The studies and/or reports shall include, but are not limited to, streams and wetlands delineations, geotechnical reports, surveys (including but not limited to boundary and topographic surveys), transportation studies, Phase 1 Environmental Site Assessment, and other environmental reports. Seller shall execute such appropriate releases as Buyer may request to authorize and direct the appropriate consultant to release and transfer consultants' work product to the Buyer for its use and benefit.

C. Seller agrees to cooperate with Buyer and Buyer's testing and investigation of the Property for an environmental assessment. Upon request from Buyer, Seller will deliver to Buyer any information in its possession relating to the environmental assessment.

16. RISK OF LOSS: The risk of loss prior to closing, which shall include personal property, shall be upon the Seller.

17. POSSESSION: Exclusive possession of the Property free and clear of occupancy by all persons, firms or corporations, whether or not under claim of right or color of title, shall be delivered to Buyer at closing in conformity with the requirements of this Contract.

18. CLOSING: The parties agree to execute any and all documents and papers necessary in connection with the closing and transfer of title within ten (10) business days after all conditions have been met or waived, but not later than May 1, 2020, at a time, date and place designated by Buyer. The deed is to be made to Wake County Board of Education, Facilities Building, 1551 Rock Quarry Road, Raleigh, North Carolina 27610, Attention: Betty L. Parker, Real Estate Services Senior Director.

19. TIME IS OF THE ESSENCE: Time is of the essence with regard to the terms and conditions contained in this Contract.

20. EXTENSION: Buyer shall have the right to extend the closing date by up to thirty (30) days by the provision of written notice to Seller prior to the date of closing set forth in Section 18 to Seller of its desire to extend if such additional time is necessary for the completion of due diligence studies, to obtain approvals from the Board of Education, Board of Commissioners, or such other agencies necessary to satisfaction of the conditions hereinabove described.

21. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller in two (2) counterparts with an executed counterpart being retained by each party.

22. MEMORANDUM OF CONTRACT: Each party agrees that a Memorandum of Contract or Contract Documents shall not be recorded in this transaction.

23. NOTICES: All notices, requests and other communications hereunder shall be deemed to have been fully given, by either party to the other, when made in writing and either a) deposited in the United States mail (sent certified, return receipt requested); b) personally delivered; c) transmitted by overnight courier for next Business Day delivery, d) by facsimile or e) by electronic mail but, in the case of electronic mail, only if followed by transmittal by overnight courier or hand for delivery on the next Business Day, to the addresses of Buyer and Seller set forth below or to such other addresses as the Parties may, from time to time, designate by written notice.

To Seller: 2205 Walnut Street LLC  
Attn: Mr. Kenneth A. Lucas, Manager  
7424 Chapel Hill Road  
Raleigh, NC 27518-9209  
Email: ken.lucas@svn.com

w/copy to: Jeffrey J. Goebel  
 Jordan Price Wall Gray Jones and Carlton, PLLC  
 1951 Clark Ave  
 Raleigh, NC 27605  
 Email: [jgoebel@jordanprice.com](mailto:jgoebel@jordanprice.com)

To Buyer: Wake County Board of Education  
 Attn: Superintendent  
 5625 Dillard Drive  
 Cary, NC 27518  
 Fax No.: 919-431-7563

w/copy to: Wake County Public School System  
 Real Estate Services Director  
 1551 Rock Quarry Road  
 Raleigh, NC 27610  
 Email: [bparker@wcpss.net](mailto:bparker@wcpss.net)

w/copy to: Kenneth C. Haywood, Esq.  
 Howard, Stallings, From, Atkins, Angell & Davis, P.A.  
 5410 Trinity Road, Suite 210  
 Raleigh, NC 27607  
 Post Office Box 12347  
 Raleigh, NC 27605  
 Email: [khaywood@hsfh.com](mailto:khaywood@hsfh.com)

24. TAX-DEFERRED EXCHANGE: In the event Seller elects to proceed under Section 1031 of the Internal Revenue Code to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such change, providing, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and providing further that the non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

25. ENTIRE UNDERSTANDING: This Contract constitutes the entire understanding between the parties. It may not be modified orally or in any manner except by agreement in writing by the parties hereto.

26. EFFECTIVE DATE: The Effective Date of this Contract shall be the date of last execution by Buyer and Seller.

27. Kenneth A. Lucas, Member/Manager of 2205 Walnut Street, LLC is a licensed real estate broker in the State of North Carolina.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal the day and year indicated below.



[Corporate Seal]

**BUYER:****THE WAKE COUNTY BOARD OF EDUCATION**

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

James D. Martin, Chair

KEITH A. SUTTON

Attest: \_\_\_\_\_

Cathy Q. Moore, Secretary/Superintendent

Date of Execution: December 5, 2019**SELLER:**

**2205 WALNUT STREET, LLC,**  
a North Carolina limited liability company

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

Kenneth A. Lucas, Manager

Date of Execution: November 25, 2019*(The balance of this page is left intentionally blank.)*

**Exhibit A****Legal Description**

The Property is located in the southeastern quadrant of the intersection of Walnut Street and Dillard Drive in Cary, Wake County, North Carolina, and is a tract that consists of 4.2319 acres more or less, together with an existing  $\pm$ 30,000 SF building and surface parking, and is that parcel having Wake County PIN 0772-79-1815 and Wake County REID 0132668, and a street address of 2205 Walnut Street, and is more particularly described as follows:

BEING all of that certain lot or parcel of land situated in Wake County, North Carolina, and more particularly described in that Special Warranty Deed recorded on December 3, 2009 in Book 13783, Page 2620, Wake County Registry, reference being hereby made for a more accurate description of the metes, bounds, courses and distances. See also survey prepared by Bass, Nixon Kennedy, Inc., Consulting Engineers, dated 8-13-2009, and entitled "ALTA/ACSM Survey for 2205 Walnut Street, LLC, Cary, Wake County, North Carolina."

The exact dimensions and description of the Property will be determined in accordance with the survey and plat reference in this Contract, but Seller and Buyer agree that the description of the Property set forth above shall be deemed sufficient to describe the Property to be conveyed, and Seller and Buyer each hereby waives any defense to enforcement of this Contract based on vagueness of the description of the Property. Seller shall convey the Property to Buyer via Special Warranty Deed that uses the description included in its vesting deed recorded in Book 13783, Page 2620, Wake County Registry. Seller shall also, upon Buyer's request, provide a Non-Warranty Deed to Buyer that includes the description of the Property drawn from a survey of the Property commissioned by Buyer related to this sale.



**Exhibit B**

**Wake County GIS Photos of Subject Property: PIN 0772-79-1815**  
Subject Property contains 4.2319 acres together with all improvements, subject to survey.

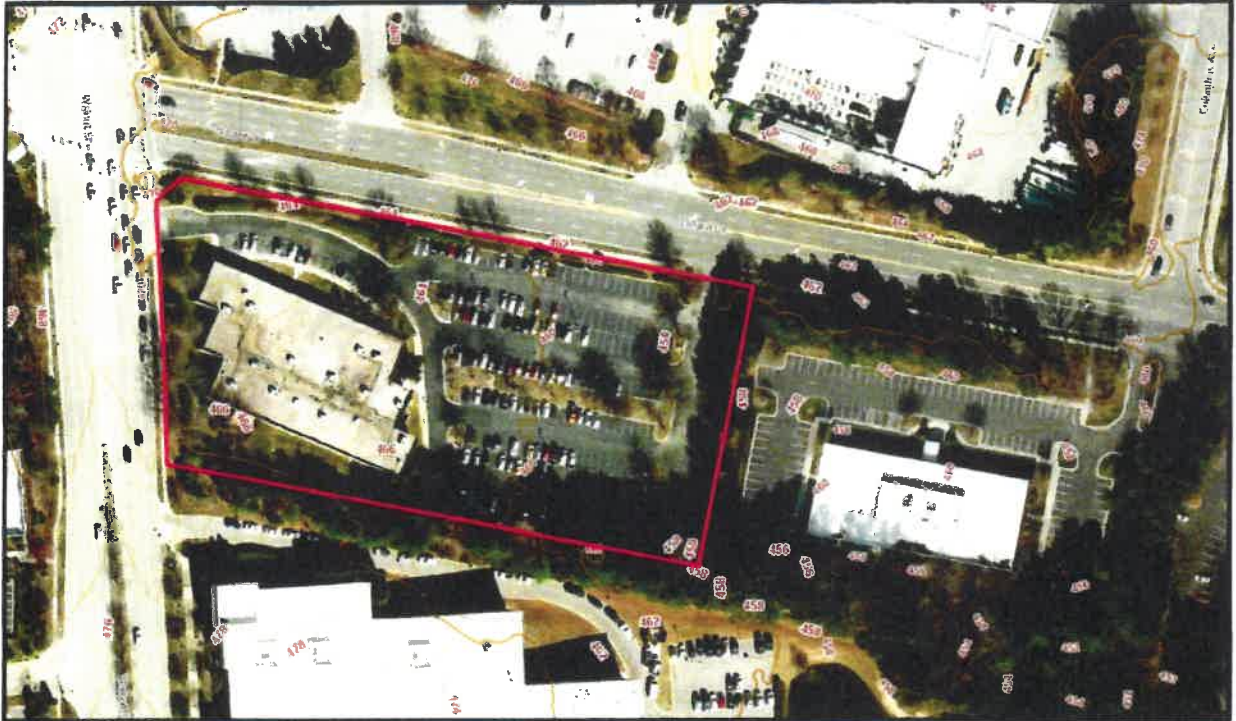
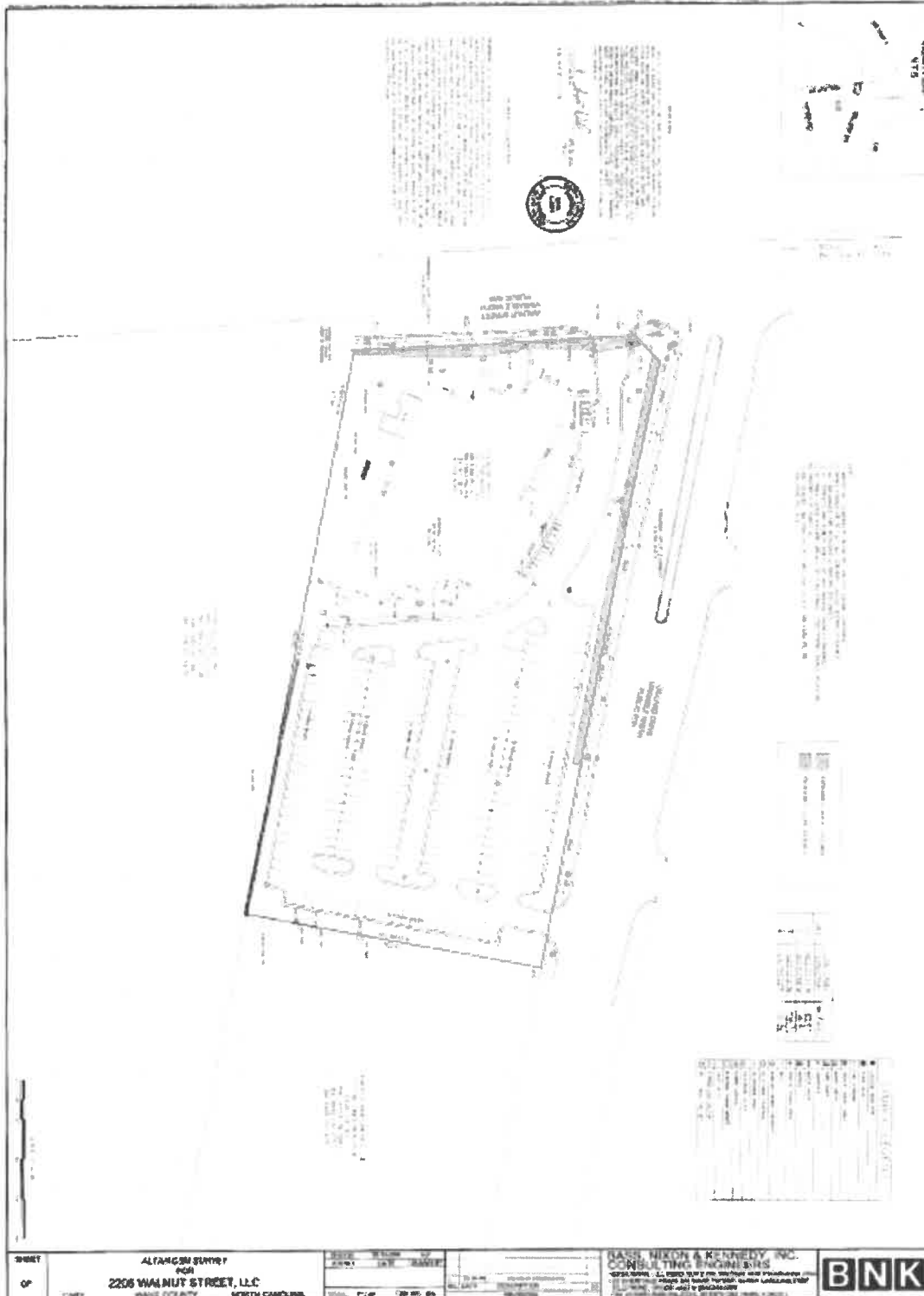


Exhibit C

Survey of Subject Property: PIN 0772-79-1815



SHEET OF	ALTAMON SURVEY 2206 WALNUT STREET, LLC WAKE COUNTY NORTH CAROLINA	SHEET NO. 1 OF 1		DATE: 10/1/2011		BANK, HIXON & KENNEDY, INC. CONSULTING ENGINEERS 1011 HICKORY STREET, SUITE 100, WAKE FOREST, NC 27787 TEL: 919.554.1111 FAX: 919.554.1112	<b>BNK</b>
		SHEET NO. 1 OF 1		DATE: 10/1/2011			



**Exhibit D****Exceptions to Title of Subject Property: PIN 0772-79-1815**

These exceptions are believed to be accurate but are not warranted.

All registry references are to the Wake County Registry.

1. 2019 ad valorem taxes
2. All matters shown on plat recorded in Book of Maps 1984, Page 710
3. Easement to Carolina Power & Light recorded in Book 11738, Page 917
4. Deed of Trust recorded in Book 15866, Page 2715 and ancillary documents (to be paid in full from Seller's proceeds at closing and cancelled of record)