

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY**

**BOARD OF COMMISSIONERS**

**MEETING DATE:** September 7, 2021

**SUBJECT:** Ratification of contract for acquisition of land

**ATTACHMENT:** Draft offer to purchase and contract

At the request of the Board, a county staff person has executed an offer to purchase real estate potentially to be used as an Emergency Medical Services base in the Fletcher area.

**Proposed Motion:**

***I move that the Board ratify and adopt the agreement.***

Denisa Lauffer

From: Russ Burrell <rburrell@gmail.com>  
Sent: Tuesday, August 31, 2021 10:50 AM  
To: Amy Brantley  
Subject: Attachment



North Carolina Association of REALTORS

Beverly Hanks

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

303) N/A Samatha A. Reynolds or Assigns ("Buyer"), and  
individual or State of formation and type of entity

476) The Wallingoff Group, LLC ("Seller"),  
NC Limited Liability Company  
individual or State of formation and type of entity

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS.

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term

(a) "Property": (Address) 25 Fletcher Commercial Drive, Fletcher, NC 28732

Plot Reference: Lot(s) 303 Block or Section N/A, as shown on Plat Book or State  
484 at Page(s) 3303 Henderson County County, consisting of 0.69 acres

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes, (i) the tax parcel number of the Property is 9970111965392-5197 and  
(ii) some or all of the Property, consisting of approximately 0.69 acres, is described in Deed Book 3303  
Page No. 484 Henderson County)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 250,000.00 (b) "Purchase Price" shall mean the sum of two hundred fifty thousand Dollars,  
payable on the following terms:

\$ 15,000.00 (c) "Earnest Money" shall mean fifteen thousand Dollars  
or terms as follows:

The Earnest Money shall be deposited in escrow with Hogan & Brewer Law Firm, Sherri Brewer [name of person/entity with whom deposited - "Escrow Agent"] within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

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

STANDARD FORM 580-F  
Revised 7/2020  
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Buyer Initials: [Signature] Seller Initials: [Signature]