

OPTION AGREEMENT FOR PURCHASE OF REAL
PROPERTY

THIS OPTION AGREEMENT ("Agreement") made and entered into this day of _____, _____, 2018, by and between Barbara H. Hashemloo, whose principal address is 4300 Bridgewood Ln., Charlotte, NC 28226, hereinafter referred to as "Seller" and Charlotte Mecklenburg Historic Landmarks Commission, whose principal address is 2100 Randolph Road, Charlotte, North Carolina, 28207, and Assigns, hereinafter referred to as "HLC".

WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain real property being, lying and situated in the County of Mecklenburg, NC, such real property having the street address of 1437-1439 Pecan Ave., Charlotte, NC, ("Premises") and such property being more particularly described as follows:

BEING all of Lot 20, in Block 28, as shown upon the map of the property of the Oakhurst Land Company recorded in Map Book 3, at Pages 2 and 3, in the Mecklenburg Public Registry

WHEREAS, HLC desires to procure an option to purchase the Premises upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, and other good and valuable consideration, Seller and HLC hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:
"Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;
"Option Fee" shall mean the total sum of a down payment of Three Thousand and 00/100 Dollars, (\$3,000.00);
"Option Term" shall mean that period of time commencing on the Execution Date and ending on at 5:00 pm on the 180th day following the Execution Date;
"Option Exercise Date" shall mean that date, within the Option Term, upon which the HLC shall send its written notice to Seller exercising its Option to Purchase;
"Closing Date" shall mean the Settlement Date as set forth in an Offer to Purchase and Contract submitted to Seller at the time of HLC sending its notice to Seller exercising its Option to Purchase.
2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to HLC the exclusive right and Option ("Option") to purchase the premises upon the terms and conditions as set forth herein.
3. PAYMENT OF OPTION FEE. HLC agrees to pay the Seller the Option Fee upon the Execution Date.
4. EXERCISE OF OPTION. HLC may exercise its exclusive right to purchase the Premises pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the HLC does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option

Fee, and this agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the HLC exercises its exclusive Option as provided for in the preceding paragraph, Seller agrees to sell and HLC agrees to buy the Premises and both parties agree to execute a contract for such purchase and sale of the Premises in accordance with the following terms and conditions:

- a. **Purchase Price.** The purchase price for the Premises shall be the lower of Three Hundred Thousand and 00/100 Dollars, (\$300,000.00) or the appraised value as obtained by HLC. HLC shall receive a credit toward such purchase price in the amount of the Option Fee;
- b. **Closing Costs.** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under the Offer to Purchase and Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law.
- c. **Deed,** The deed is to be made to: Charlotte Mecklenburg Historic Landmarks Commission.;
- d. **Default by HLC; Remedies of Seller.** In the event HLC, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Offer to Purchase and Contract, Seller shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against HLC;
- e. **Default by Seller; Remedies of HLC.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Offer to Purchase and Contract, HLC shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages.

6. **Property Investigation:** During the Option Term, 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:

- a. **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- b. **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

- c. Insurance: Investigation of the availability and cost of insurance for the Property.
- d. Appraisals: An appraisal of the Property.
- e. 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.
- f. 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.
- g. Flood Hazard: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- h. Utilities and Access: Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- i. 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.
- j. Fuel Tank: Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

7. MISCELLANEOUS.

- a. Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both HLC and Seller.
- b. Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid or by email. Such notices shall be deemed to have been served on the date mailed, postage pre-paid or on the electronic stamp date for the email. All such notices and communications shall be addressed to the Seller and to HLC.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- d. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.
- e. Time. Time is of the essence of this Agreement.

- f. Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.
- g. Cost of this Agreement. Any cost and/or fees incurred by the HLC or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.
- h. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and HLC and supersedes all prior discussions and agreements whether written or oral between Seller and HLC with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and HLC with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and HLC with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this the day and date first above written.

Seller:

Barbara H. Hashemloo (Seal)

(Seal)

Charlotte Mecklenburg Historic Landmarks
Commission

By: _____
Dan L. Morrill-Consulting Director