**OFFER TO PURCHASE AGREEMENT**

THIS OFFER TO PURCHASE AGREEMENT (hereinafter "Agreement"), is made and entered into as of this ____ day of _____, 2026 ("Effective Date"), by and between the **State of North Carolina**, a body politic and corporate (hereinafter referred to as "Seller") and the **Town of Black Mountain**, a North Carolina municipal corporation (hereinafter referred to as "Buyer").

**WITNESSETH**

In consideration of $10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged (the "Deposit"), and of the agreements contained in this Offer, subject to review and approval by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State, Seller hereby grants to Buyer, its successors and assigns, the exclusive right to purchase an approximately 11 acre portion of a certain tract or parcel of land together with all improvements located thereon, located in Black Mountain, Buncombe County, North Carolina, described on Exhibit A and Exhibit A1 attached hereto and incorporated herein by reference ("Property").

The terms, provisions and conditions of this Agreement are as follows:

1. **PURCHASE PRICE**. Pursuant to N.C.G.S. § 146-29.1(b), the Property is being conveyed by Seller to Buyer without monetary consideration.
2. **CLOSING**. A closing of the sale of the Property shall take place on or before the date that is fifteen (15) days after Buyer obtains the Approvals (defined below) (the "Closing"), provided, in all events the Closing shall occur within twelve (12) months after the Effective Date, unless the Closing is extended pursuant to an express extension right set forth in the Agreement**.**
3. **DOCUMENTS FOR CLOSING**. Seller shall execute and deliver at Closing a Non-Warranty Deed prepared at the expense of Seller. The legal description of the Property to be contained in the deed shall be based on the Subdivision Plat.
4. **REVERSION**. The Non-Warranty Deed conveying the Property to Buyer shall include a reversionary clause similar to the following:

   Subject to the notice provisions in paragraph 4a below, the Property is conveyed to Grantee for so long as it is utilized for government emergency service purposes ("Exclusive Use Requirement"). If the Property ceases to be used for such purposes after notice to cure is provided for in paragraph 4a and the running of time specified therein, then all interests granted herein shall automatically revert to Grantor, without any further action by Grantor or Grantee, restoring fee simple absolute title in the Property to Grantor. In the event of such reversion, Grantee shall, at its sole cost and expense, remove all of its personal property from the Property and, if Grantor so directs in writing, Grantee shall, at its sole cost and expense, restore the Property to the condition existing at the date of this Deed, and/or restore and repair the Property and any improvements and fixtures located thereon to such other condition satisfactory to Grantor. The restoration of the Property may include, in Grantor's

discretion, the demolition of buildings, the removal of debris and fixtures, site grading and the remediation of hazardous substances. For purposes of this Agreement, the term "government emergency service purposes" includes activities for the planning, coordination or provision of resources necessary to enable the Town of Black Mountain, County of Buncombe, the State of North Carolina or any of their designees, including citizens of each body politic or corporate entity, to mitigate, prepare for, respond to, or recover from incidents that threaten or occur in Buncombe County or the surrounding areas. Notwithstanding the above, a period of cessation is tolled when the Property is used for training, is subject to development, reconstruction, renovation or repair or due to Acts of God.

4a. **Notice to Cure**. Seller shall provide in writing to the Town manager or his or her authorized designee notice of any violation of the Exclusive Use Requirement specifying the grounds for such violation and providing to the Town ninety (90) days from the receipt of said notice to cure the alleged violation prior to the reversion being triggered.

5. **MISCELLANEOUS CLOSING EXPENSES**. Buyer shall pay for survey, recording fees, attorney fees, title insurance premiums and other costs associated with its acquisition of the Property except as expressly set forth herein.

6. **POSSESSION**. The Seller will deliver exclusive possession of the Property to the Buyer at Closing.

7. **RIGHT OF ENTRY AND INSPECTION**. Buyer and Buyer's agents or employees shall have the right to enter upon the Property at reasonable times during the term of this Agreement to survey the Property and to conduct such other inspections, tests and studies as Buyer may deem necessary (collectively, the "Inspections"). Buyer and/or its agents, representatives, contractors, subcontractors and consultants shall be adequately insured regarding such work. Buyer shall not unreasonably interfere with Seller's use of the Property or damage the Property and Buyer shall leave the Property in substantially the same or better condition as it was prior to the entry thereon by Buyer or its agents or employees. In the event of any damage to the Property, Buyer shall repair and restore the Property substantially to its prior condition. Buyer is a body corporate and as such is ordinarily immune from liability for damage by reason of death or injury to person or property; however, Buyer may waive its immunity pursuant to applicable law if it is indemnified by a policy of insurance. Accordingly, to the extent covered by any insurance policy, Buyer agrees to save Seller harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Property, which may arise or be claimed to have arisen as a result of Inspections conducted on the Property by Buyer, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Seller, its agents or employees. Upon any termination of this Agreement, Buyer shall return the Property to the extent damaged or disturbed by Buyer or its agents, contractors or representatives to the condition it was in prior to the performance of such tests to the extent reasonably practicable; provided Buyer shall not be required to replace any vegetation that is damaged or removed in the performance of permitted testing. Buyer's obligations under this Paragraph 6 shall survive the termination of this Agreement and shall survive Closing.

8. **CONDITIONS TO CLOSING**.

A subdivision is required pursuant to applicable law in connection with the conveyance of the Property to Buyer. The Property to be conveyed to Buyer shall contain approximately 11 acres as shown on Exhibit A1 attached hereto and incorporated herein by reference and the remainder of the acreage tracts out of which the Property is subdivided shall be retained by Seller ("Retained Property"). Buyer, at its sole cost and expense, shall have a survey of the Property and the Retained Property prepared, which survey shall form the basis of the subdivision plat (the "Subdivision Plat"). The final form of the Subdivision Plat shall be agreed to by Buyer and Seller during the term of this Agreement. After agreeing to the form of the Subdivision Plat and prior to Closing, Seller shall reasonably cooperate with Buyer to cause the Property to be properly subdivided in compliance with such applicable law ("Subdivision Approval") at Buyer's sole cost and expense, and the mutually agreed upon Subdivision Plat shall be executed by Seller at the time of recordation. In no event shall the Retained Property be rezoned or subjected to the subdivision ordinance of the Town of Black Mountain or to any other condition or restriction without the specific consent of the Seller.

9. **BINDING EFFECT**. This Agreement becomes effective when signed by Buyer and shall then apply to and bind Buyer and Buyer's successors, and assigns (hereinafter the "Effective Date"). This Agreement shall not apply to or bind Seller until the sale of the Property has been approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State and the Subdivision Plat has been approved by the parties hereto, in conformity with the terms, provisions and conditions set forth herein (herein referred to as "Approvals"). If the sale of the Property is not approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State in accordance with the terms, provision and conditions set forth herein, this Agreement shall automatically terminate without any further action by Seller

10. **CONDITION OF PROPERTY**. Buyer shall purchase the Property in an "as-is, with all faults" condition and hereby acknowledges and agrees that it is relying solely upon its own inspections, investigations and analyses of the Property in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material from Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Property.

11. **COMMISSION**. Buyer and Seller each represent to each other that no real estate agent, broker or finder has acted for it in connection with this Agreement and the transaction contemplated hereby.

12. **ASSIGNMENT**. This Agreement may not be assigned by either party without the express written approval of the other party. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns.

13. **HEADINGS**. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

14. **TERMS**. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

15. **NO WAIVER**. No provision or condition of this Agreement can be waived except by written consent of the parties hereto. A waiver of any provision or condition on one occasion shall not be deemed a waiver of said provision or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Seller in any regard whatsoever shall not be deemed a waiver of its rights hereunder and until Buyer has completely performed all provisions and conditions of this Agreement, Seller shall be entitled to invoke any remedy available to Seller under this Agreement.

16. **APPLICABLE LAW**. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

17. **AMENDMENT**. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Buyer and Seller.

18. **CALCULATION OF TIME PERIOD**. If any date or any period provided for in this Agreement shall end on a Saturday, Sunday or a holiday recognized by the State of North Carolina, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or holiday.

19. **COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURES**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile or electronic mail signatures shall have the same effect as original signatures.

20. **CONSTRUCTION**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

21. **COMPLETE AGREEMENT**. This Agreement contains the entire contract between the parties hereto regarding the subject matter hereof and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.

22. **SEVERABILITY**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**[remainder of page intentionally left blank]**

IN TESTIMONY THEREOF, Buyer has executed this Agreement to be effective as of the day and year first written above.

BUYER:

Town of Black Mountain

By: _____
Name: _____
Title: _____

SELLER:

STATE OF NORTH CAROLINA,
a body politic and corporate

By: _____
Name: _____
Title: _____

# Exhibit A

BEING an approximately 11 acre portion of the tract or parcel of land located in Black Mountain, North Carolina and described in the deed recorded in Book 0479, Page 199, Buncombe County Registry, and more particularly a portion of Parcel Number 060924886800000.

An illustrative map showing the Property is attached hereto as Exhibit A1 and incorporated herein by reference.