

## OPTION TO PURCHASE

This Option to Purchase is made between **Edgemont Community Center, Inc.**, hereinafter referred to as "Seller", and the City of Durham, hereinafter referred to as "City".

The Seller, for one dollar paid to them at the time of signing this Option, grant to the City the exclusive option to purchase the following, together with all other improvements located on it, in the County of Durham, North Carolina, described as follows (hereinafter referred to as the "property"):

**Fee simple absolute title of the property located at 906 Angier Avenue (parcel #111847), 908 Angier Avenue (parcel #111846), 910 Angier Avenue (parcel #111850), and 201 S. Elm Street (parcel #111848), Durham, NC 27701**

**The City hereby agrees that these four (4) parcels shall continue to be used as a public park for the twenty (20) year period starting the day the deed from the Seller to the City for these parcels is recorded in the Durham County Register of Deeds.**

Terms and conditions of this Option are as follows:

1. Term: This Option shall exist and continue ninety (90) days after approval by the City Manager or City Council.
2. Terms of Option: The terms on all three (3) pages of this document are a part of this Option.
3. Purchase Price: The purchase price for the property shall be **Thirty Thousand Dollars and No Cents (\$30,000.00)**, paid by check on an account of the City.
4. The Seller jointly and severally represents and warrants that, as of the date of this Option and as of the date of conveyance of the property to the City, they are not aware of any reason to suspect that the property contains any "Environmental Contamination", except as may otherwise be stated in this Option. If before closing the City discovers any reason to suspect that the property contains any Environmental Contamination, it may rescind any obligations to purchase the property. This Section 4 shall not be construed to reduce any rights that the City may have with respect to Environmental Contamination that would exist in the absence of this Section 4. The parties stipulate that the City is relying on this Section 4 in acquiring the property. This Section 4 shall survive the deed and closing.
5. "Environmental Contamination" means petroleum products (including but not limited to oil, gasoline, and kerosene), hazardous wastes, hazardous substances, hazardous materials, toxic substances, toxic wastes, hazardous air pollutants, and toxic pollutants, as those terms are used in any federal, state, or local laws, rules, regulations, codes, and ordinances, as amended from time to time.

## STANDARD OPTION TERMS

1. Deed: After the Option is exercised and before the expiration of the Term, if the Seller has marketable record title to the property, the Seller shall execute and deliver to the City a general warranty deed conveying a good and marketable title, free of all encumbrances except for utility easements and unviolated restrictive covenants if those easements and covenants do not materially affect the value or use of the property in the City's opinion. If the Seller doesn't have marketable record title to the property (such matters as mortgages, judgments, "heirs" property, defects in the title, and other are considered to prevent the title from being marketable record title), then the Term shall be extended by a reasonable period of time sufficient to allow the City to be satisfied that the title the City would acquire by the deed from the Seller would be marketable or otherwise satisfactory to the City. On or before the expiration of the Term, the City shall deliver to the Seller a deed for the Seller to execute. Unless otherwise agreed in this Option, the title shall be fee simple. If the property is an easement for water, sewer, construction, or greenway purposes, the deed shall be the form deed in current use by the City.
2. Taxes and Rents: (a) If the property is an entire tax lot, ad valorem real property taxes on the property shall be prorated on a calendar year basis to the date of closing. If the property is not an entire tax lot, the Seller shall pay ad valorem property taxes for the entire year. (b) In all events, ad valorem taxes on personal property for the entire year shall be paid by Seller. A modification of this Option to the effect that property taxes will be prorated will affect only real property taxes, unless "personal property taxes" are specifically mentioned. (c) If the property is rented out to a tenant, the rents on the property shall be prorated to the date of closing, and the Seller shall assign its rights in the lease to the City.
3. Rights of Property: The City, its agents, and its contractors may enter upon the property for purposes related to the acquisition of the property after the signing of this Option, including (if the property is a water or sewer easement) for the installation of pipe and related equipment.
4. Charges: The Seller shall pay for the revenue stamps required by law, unless the purchase price is less than \$100.00, in which case the City shall pay for them. The City shall prepare the deed of conveyance at no expense to the Seller and record it at no cost to the Seller.
5. Option: This Option shall be binding upon and shall inure to the benefit of the parties, and their heirs, personal representatives, successors, and assigns. Throughout this Option, unless the context otherwise requires, the use of the plural includes the singular and vice versa. This Option contains the entire agreement between the parties, and no representations as to the Option or purchase of the property that may have been made will be binding unless expressed in this instrument. This Option shall be construed according to North Carolina law.
6. Exercise: If City Council approval is needed, then this Option shall be considered to be exercised when the Council approves it and no notice needs to be given to the Seller. If Council approval is not necessary and the City Manager may exercise this Option, then this Option may be exercised either by delivery of a deed to be signed by the Seller or by the mailing or hand-delivery of a letter stating the intent to exercise, to any of the persons constituting the Seller. This Option shall be void unless it is exercised within six months of the date shown above the signature line(s) on the front hereof. After exercise, the Term shall be as stated in Section 1 on the first page of this Option.

IN WITNESS WHEREOF, the Seller has caused this Option to be signed in its corporate name by its duly authorized officer(s) and its seal to be hereto affixed by authority of its board of directors.

Edgemont Community Center, Inc.

By: Harris C. Johnson, Jr. (SEAL)  
Print name: HARRIS C. JOHNSON, JR  
Print title of officer: CHAIR, BOARD OF DIRECTORS  
EXECUTIVE DIRECTOR

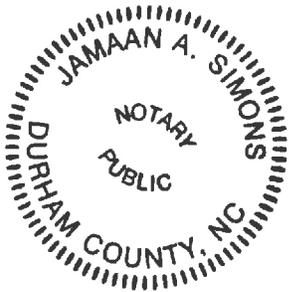
State of North Carolina  
County of Durham

Acknowledgement of Corporation

I, a notary public in and for the aforesaid county and state, certify that Harris C. Johnson personally appeared before me this day and acknowledged that he or she is Chair board of Directors of Edgemont Community Center, Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing Option to Purchase. This the 18 day of December, 2015.

Jamaan A. Simons Notary Public

My commission expires 10/4/2020



Resolution Mr. Andre Vann

Mr. Chairman, Harris Johnson: Yes Mr. Andre Vann. Mr. Vann: I would like to make a motion and submit a resolution regarding the negotiation between the Edgemont Community Center and the City of Durham, N. C. Department of Parks and Recreation in an effort to finalize the sale of the four lots. I would like to make the following motion that we sell the property (four lots) to the city of Durham, N.C. for \$ 30,000 with the following conditions as outlined below.

Therefore Mr. Chairman, I move that we authorize the Chairman of the Board of the Edgemont Community Center Harris C. Johnson, to instruct our agent Mr. Charles Zimmerman, to arrange for the sale of four lots owned by Edgemont Community Center to the City of Durham. And,

Whereas, the discussions with the Department of Parks and Recreation regarding the four lots first materialized in August 27, 2013 and has continued to the present without a resolution. And, this has continued for too long and we need to finalize this matter. And,

Wherein, the city of Durham, N. C. offered to purchase the four lots owned by the Edgemont Community Center, Inc. for an amount of \$ 30,000 dollars. And,

Whereas, the Board of Directors of The Edgemont Community Center instruct the Chairman of the Board Harris C. Johnson to inform our agent Mr. Charles Zimmerman that the Board of Directors in a resolution voted to accept the offer by the City of Durham to buy the four lots from the Edgemont Community Center for \$ 30,000 with the following conditions. And,

1. Wherein, A covenant clause that the property will be used by the City of Durham as a public Park for twenty (20) Years as included in the bill of sale. And,
2. Wherein, the city of Durham will will deposit with the Edgemont Community Center Good Faith Money, the amount, if any to be determined.
3. Whereas, in the event the City of Durham fails to close on the agreed on closing date the City of Durham, N. C. will forfeit the above mentioned deposit to the Edgemont Community Center. And,
4. Whereas, the Chairman of the Board Harris C. Johnson, is authorized by the Board of Directors To affix his signature on this any and all other documents as the official representative of the Edgemont Community Center Inc. and in all matters of the Edgemont Community Center, Inc., as Related to the sale of four lots and other matters. And,
5. Whereas the City of Durham will assume responsibility for any and all fees for the closing of the sale of the above mentioned property to the City of Durham, N. C.
6. Whereas, the Director of Parks & Recreation and City of Durham indicate that they cannot Secure more money to purchase the property and/or they don't want to seek more funds while, It Continue to cost Edgemont money in property taxes, and will delay closing Edgemont if we Place the property on the open market
9. Whereas, we instruct the Chairman of the Board, and our agent to wait thirty days before Informing the city staff of that Edgemont Community Center, inc. will accept \$ 30,000 offered For the four lots with the conditions as outlined above. The thirty days will allow the city staffs Time to rethink their position and they may wish to renegotiate or they have found additional Funds. And,

Page 2. Resolution Mr. Vann

Therefore, I so move to submit this resolution for adoption Mr. Chairman.

Chairman Johnson: Do I hear a second to this resolution. Ms. LaHarve Johnson, Mr. Chairman, I second this resolution.

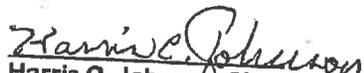
Chairman Harris Johnson, you have heard the motion/resolution, and the second are you ready to vote. Question was called by Ms Tracy Lovett.

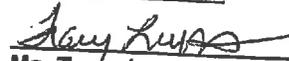
Chairman Johnson: All members who favor the motion raise your right hand. Those who oppose the resolution raise your left hand.

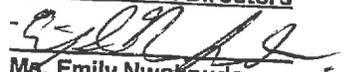
The vote: For the motion: Eight 8 voted for the motion and Zero 0 voted against the motion. The motion passed

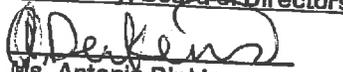
When and if an agreement is reached with the City of Durham for the transfer of the property from the Edgemont Community Center the agreement will be submitted to the Office of the Attorney General for review and approval or disapproval of the transaction in terms of what is in the best interest of the non profit herein the Edgemont Community Center, Inc.

Therefore be it resolved that the members of the Board of Directors affix our signatures to these document/minuets of this board meeting this the 1<sup>st</sup> Day of November 2015 in a meeting of the Board of Directors.

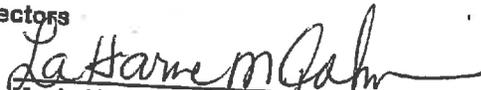
  
Harris C. Johnson, Chair  
Board of Directors

  
Ms. Tracy Lovett, Vice  
Chair Board of Directors

  
Ms. Emily Nwakpuda  
Secretary, Board of Directors

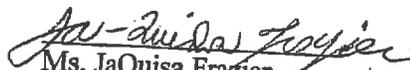
  
Ms. Antonia Dinkins  
Treasurer Board of Directors

Board of Directors

  
Ms. LaHarve Johnson

  
Ms. Carolyn Rogers-Stone

  
Mr. Andre Vann

  
Ms. JaQuisa Frazier

# Oath or Affirmation

STATE OF NORTH CAROLINA

COUNTY OF Durham

Sworn to (or affirmed) and subscribed before me this day by Hanning Johnson, Inc.  
Name of principal  
regarding the contents of the foregoing document. RESOLUTION 11-1-2015  
Name or description of attached document  
BOARD MEETING

I further certify that (select one of the following identification options):

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL  
type of identification
- A credible witness, \_\_\_\_\_, has sworn or affirmed to me the  
name of credible witness  
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 12/18/2015

Jamaari A. Simons  
Notary Public  
Typed or Printed Notary Name

My commission expires: 10/4/2020

