

May 30, 2012

Julius R. and Wanda D. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

Your property has been identified as being within an area of proposed expansion at the Rutherford County Airport. The Rutherford County Airport Authority *is considering* obtaining a fee simple acquisition (purchase) of property owned by you. W.K. Dickson & Co., Inc., has been contracted by the Airport Authority to assist with the property acquisition and to determine the total cost of the Land Acquisition Program as required by the Federal Aviation Administration (FAA).

W.K. Dickson will coordinate and contract with a surveyor, appraiser, review appraiser and environmental screener as necessary to assist with this effort. It is required that you be notified in writing before any activity takes place on your property and during the appraisal process it is recommended that you accompany the appraisers in order to describe any particulars regarding the property. You should indicate such items of real or personal property including buildings that you would like to remove or that may belong to someone other than you.

Following completion of the appraisal processes and submittal of the determined value to the FAA for participation consideration; you will be contacted regarding the status of your property. In the event that the Rutherford County Airport Authority receives favorable consideration from the FAA to include your property in the Land Acquisition Program, you will be provided with the appraisal figures and any offer made will be based thereon.

Attached you will find a Permission Slip and an Information Sheet. Please fill out these forms and return to me in the provided self-addressed, stamped envelope.

Your cooperation in this process will be greatly appreciated; every effort will be made to minimize inconvenience and to accommodate your schedule. Should you have any questions regarding these matters, please don't hesitate to contact me at 704-221-0166.

Sincerely,

  
Terri L. Jenkins  
Land Acquisition/Relocation Specialist

/tlj  
Attachments

P.O. Box 2073, Monroe, NC 28111-2073  
704-226-9993 (Office) 704-221-0166 (Mobile)

## PERMISSION SLIP

I, THE OWNER/RESIDENT OF PARCEL TAX PIN 1644058 HEREBY GIVE  
PERMISSION TO THE RUTHERFORD COUNTY AIRPORT AUTHORITY, W.K.  
DICKSON & CO., INC., THEIR SURVEYORS, APPRAISERS, ENVIRONMENTAL  
SCREENERS AND THE LAND ACQUISITION/RELOCATION SPECIALIST TO ACCESS  
THE BELOW PROPERTY.

NAME: JULIUS R. AND WANDA D. OWENS

PROPERTY ADDRESS: 154 GOSHEN ROAD, RUTHERFORDTON, NC 28139

TAX PIN: 1644058

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

# INFORMATION SHEET

## PROPERTY OWNER INFORMATION

Name(s) of Property Owner(s)

\_\_\_\_\_

\_\_\_\_\_  
Last First Middle

Property Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Home Work

Mailing Address of Property Owner *(IF DIFFERENT THAN PROPERTY ADDRESS)*

Street City State Zip

\_\_\_\_\_

\_\_\_\_\_

Date Property Purchased: \_\_\_\_\_  
Month/Day/Year

## PROPERTY USE INFORMATION

Owner Occupied \_\_\_\_\_ Rental \_\_\_\_\_ Business \_\_\_\_\_

Unoccupied \_\_\_\_\_ Vacant Land \_\_\_\_\_ Farming \_\_\_\_\_

Any knowledge of underground storage tanks, if so, indicate location:

\_\_\_\_\_

## OWNER'S STATEMENT

The above information is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_

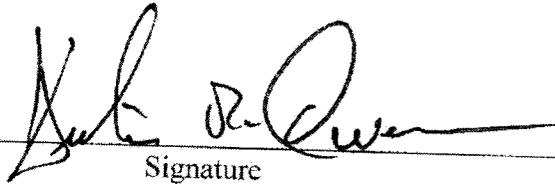
**PERMISSION SLIP**

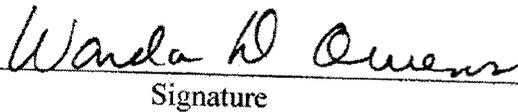
I, THE OWNER/RESIDENT OF PARCEL TAX PIN 1644058 HEREBY GIVE  
PERMISSION TO THE RUTHERFORD COUNTY AIRPORT AUTHORITY, W.K.  
DICKSON & CO., INC., THEIR SURVEYORS, APPRAISERS, ENVIRONMENTAL  
SCREENERS AND THE LAND ACQUISITION/RELOCATION SPECIALIST TO ACCESS  
THE BELOW PROPERTY. *BY APPOINTMENT ONLY (S)*

NAME: JULIUS R. AND WANDA D. OWENS

PROPERTY ADDRESS: 154 GOSHEN ROAD, RUTHERFORDTON, NC 28139

TAX PIN: 1644058

  
Signature

  
Signature

*Rec. 6/2/2012*

# INFORMATION SHEET

## PROPERTY OWNER INFORMATION

Name(s) of Property Owner(s)

Owens Julius 12.  
Owens Wanda D  
Last First Middle

Property Address: 154 Eoshen Rd. Rutherfordton NC

Telephone Number: (828) 286 4721 (828) 748 0816  
Home Work

Mailing Address of Property Owner (IF DIFFERENT THAN PROPERTY ADDRESS)

Street City State Zip

Date Property Purchased: 5/5/74  
Month/Day/Year

## PROPERTY USE INFORMATION

Owner Occupied  Rental \_\_\_\_\_ Business \_\_\_\_\_  
Unoccupied \_\_\_\_\_ Vacant Land \_\_\_\_\_ Farming \_\_\_\_\_

Any knowledge of underground storage tanks, if so, indicate location:

## OWNER'S STATEMENT

The above information is true and correct to the best of my knowledge.

Julius Owens 6/3/2012  
Signature Date  
Wanda W Owens 6/3/12  
Signature Date

June 19, 2012

Julius R. Owens  
Wanda D. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

The purpose of this letter is to inform you that the Rutherford County Airport Authority will be commencing the next steps of the land acquisition process as detailed in the May 30 2012 letter that you received. These next steps are to perform an environmental screening and an appraisal of the parcel owned by you and your family. Thank you for your permission slip we received that allows us to perform the required land acquisition activities.

Mr. Judd Mahan of Mountain Environmental Group, and his crew will be commencing work associated with the environmental screening and will call you to set up an appointment. Please feel free to contact Mr. Mahan at 800-261-0031 if you would like to get more information on this process or obtain a more definite schedule of the site visit. Also, Mr. Bob Ball of Underdown Ball & Associates, LLC will be commencing work associated with the appraisal process. Mr. Ball will call you to set up an appointment or feel free to contact him at 800-835-2476. If your property does not have a home or other improvements on it, it is your option to be present during this process.

If you have any questions, please don't hesitate to contact me at 704-221-0166. Again, we thank you and your family for your understanding and cooperation during these processes.

Sincerely,



Terri L. Jenkins  
Land Acquisition/Relocation Specialist

/tlj

Post Office Box 2073  
Monroe, North Carolina 28111  
704-226-9993 (O) 704-221-0166 (M)

August 28, 2012

Julius R. Owens  
Wanda D. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

The purpose of this letter is to inform you that the Rutherford County Airport Authority will be commencing the next steps of the land acquisition process as detailed in the May 30 2012 letter that you received. A review appraisal will be performed on the parcel owned by you and your family. Thank you for your permission slip we received that allows us to perform the required land acquisition activities.

Mr. Joe Jackson and/or Michelle Theyken of Tallent & Jackson, will be commencing work associated with the review appraisal and will call you to set up an appointment. Please feel free to contact them at 704-662-3001 if you would like to get more information on this process or obtain a more definite schedule of the site visit. If your property does not have a home or other improvements on it, it is your option to be present during this process.

If you have any questions, please don't hesitate to contact me at 704-221-0166. Again, we thank you and your family for your understanding and cooperation during these processes.

Sincerely,



Terri L. Jenkins  
Land Acquisition/Relocation Specialist

/tlj

Post Office Box 2073  
Monroe, North Carolina 28111  
704-226-9993 (O) 704-221-0166 (M)

February 20, 2013

Julius R. Owens  
Wanda D. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

Your property located at 154 Goshen Road, Rutherfordton, North Carolina has been appraised to determine the fair market value, or just compensation for a full fee simple acquisition by the Rutherford County Airport Authority. As a result of the appraisals performed by Underdown, Ball & Associates, LLC and Tallent & Jackson, just compensation for your property has been determined to be:

**\$168,500.00**

Attached to this letter is a Summary Statement of the Basis for Just Compensation (Attachment A). It explains the fair market value determination of the appraisal. Also included is Attachment B which is an "Offer to Purchase and Contract" which represents an offer by the Rutherford County Airport Authority to purchase your property for the amount established by the appraisals. This offer is contingent upon your ability to convey good and marketable title to the Rutherford County Airport Authority, approval and payment by the Rutherford County Airport Authority and North Carolina Department of Transportation Division of Aviation. This offer is valid for thirty (30) calendar days from the date of this letter.

We will make every reasonable effort to negotiate a fair and equitable settlement with you for the acquisition of your property. Please read all of the enclosed material. If you have any questions, please don't hesitate to call me at your convenience. You may reach me at 704-221-0166.

Sincerely,



Terri L. Jenkins  
Agent for the Rutherford County Airport Authority

Attachments

**(ATTACHMENT A)**  
**SUMMARY STATEMENT OF THE BASIS FOR JUST COMPENSATION**

**PARCEL TAX PIN: 1644058**

**PROPERTY ADDRESS: 154 Goshen Road, Rutherfordton, NC 28139**

The determination of just compensation for the real property to be acquired was based on the inspection of the property performed by the competent qualified real estate appraisal firms, Underdown, Ball & Associates, LLC and Tallent & Jackson. The appraisals were performed in accordance with federal and state laws pertaining to the valuation of real property. "Fair market value" has been defined as follows:

The price which a willing buyer would pay to purchase the asset on the open market from a willing seller, with neither being under any compulsion to complete the transaction.

The Rutherford County Airport Authority must offer just compensation for your property, that is no less than the approved appraisal of fair market value of your property. Just compensation has been determined by the appraiser, reviewed and approved by another appraiser as a second opinion, and is now presented to you as an offer to acquire your real property at the address listed above. The Rutherford County Airport Authority therefore believes the following amount represents just compensation for your property:

**\$168,500.00**

Any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the presence of the improvements and the Runway Protection Zone (RPZ) at the Rutherford County Airport, or the Rutherford County Airport Authority Land Acquisition Program, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the Rutherford County Airport Authority and appraisers in making this estimate of fair market value.

The determination of just compensation does not reflect any consideration of, or allowance for, any relocation assistance or settlement costs. The just compensation amount is based on the appraisal of real property that you own. Real property is anything permanently attached to the subject property such as houses, fences, workshops on cement foundations, driveways, patios, porches, greenhouses, in-ground swimming pools, land and plants etc. Below is a list of the real property included in your appraisal. Approximate quantities and types of personal property are also listed in an attempt to prevent any misunderstandings as to what is considered to be real or personal property. Personal property are items you own that are not permanently attached to the structure or land, such as clothing, furniture, kitchen appliances, etc.

Real property included in appraisal: (Examples)

- land
- dwelling
- outbuildings (on permanent foundations)

Personal property located on premises, but not included in the appraisal. (Examples):

- household furnishings
- appliances (not "built-in")
- clothing
- personal effects

## ATTACHMENT B

Rutherford County Airport Authority  
Parcel Tax Pin: 1644058

### OFFER TO PURCHASE AND CONTRACT

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina 28139  
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058 (All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County Registry)

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. **PURCHASE PRICE:** The purchase price is \$168,500.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by \_\_\_\_\_ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$168,000.00 BALANCE of the purchase price in cash at Closing.

#### 4. CONDITIONS.

(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

5. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

**6. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.

**7. EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.

**8. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

**9. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

**10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION.** CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

**11. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

**12. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before \_\_\_\_\_, at a place designated by Buyer. The deed is to be made to the Rutherford County Airport Authority.

**13. POSSESSION:** The Buyer must vacate the premises on or before ninety (90) days post Closing.

**14. OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

**15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**16. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

**17. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**18. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**19. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

**20. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

---

**Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.**

Date \_\_\_\_\_

Firm: \_\_\_\_\_

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

(Signature)

Julius Owens  
154 Goshen Rd. Rutherfordton, NC 28139  
February 27, 2013

Terri L. Jenkins  
Agent  
Rutherford County Airport Authority  
622 Airport Rd.  
Rutherfordton, NC 28139

Dear Terri:

I just received and reviewed your offer of \$168,500.00 to purchase our property at 154 Goshen Rd. I regret to inform you that we cannot accept this offer at this time. We have previously offered to Rutherford County Airport this property for the sum of \$300,000.00. Awaiting your reply.

Sincerely,

A handwritten signature in black ink, appearing to read "Julius Owens". The signature is fluid and cursive, with a long horizontal stroke at the end.

Wanda Owens

Julius Owens  
Wanda Owens

jro

March 26, 2013

Julius R. Owens  
Wanda D. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

I am in receipt of your letter dated February 27, 2013 declining the offer of the Rutherford County Airport Authority to purchase the above referenced property for the appraised Fair Market Value of 168,500.00 dollars and indicating that you had previously offered the subject property to the Rutherford County Airport Authority for \$300,000.00. Even though not specifically stated, the \$300,000.00 figure in your letter is being considered as a counteroffer. Recognizing the need for the purchase of the subject property to address safety concerns at the airport, a counteroffer in the amount of **225,000.00 dollars** is hereby being offered.

Please note that any agreed upon settlement amount that is above the established Fair Market Value amount would eliminate your eligibility for a Replacement Housing Payment. However, you would remain eligible for a payment related to the expenses incurred for the relocation of your personal items provided all other requirements were met. I would refer you to FAA Land Acquisition for Public Airports booklet which was enclosed in my initial correspondence to you dated February 20, 2013.

This counteroffer is specifically contingent upon your ability to convey good and marketable title to the Rutherford County Airport Authority, and approval by the Rutherford County Airport Authority and North Carolina Department of Transportation Division of Aviation. This offer is valid for fifteen (15) calendar days from the date of this letter.

We look forward to hearing from you regarding the proposed counteroffer. Please address any questions or concerns to me. You may contact me at 704-221-0166 for discussion. Please forward any written correspondence to me at the below address.

Sincerely,



Terri L. Jenkins  
Agent for the Rutherford County Airport Authority

PO Box 2073 Monroe, NC 28111  
704-221-0166

**ATTACHMENT B**

**Rutherford County Airport Authority  
Parcel Tax Pin: 1644058**

**OFFER TO PURCHASE AND CONTRACT**

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina 28139  
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058 (All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County Registry)

**2. FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

**3. PURCHASE PRICE:** The purchase price is \$225,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by \_\_\_\_\_ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$224,500.00 BALANCE of the purchase price in cash at Closing.

**4. CONDITIONS.**

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

**5. SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

- 6. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.
- 7. EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.
- 8. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
- 9. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION.** CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.
- 11. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.
- 12. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before \_\_\_\_\_, at a place designated by Buyer. The deed is to be made to the Rutherford County Airport Authority.
- 13. POSSESSION:** The Buyer must vacate the premises on or before ninety (90) days post Closing.
- 14. OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
- 15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.
- 16. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.
- 17. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 18. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 19. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

**20. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

---

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Julius Owens  
154 Goshen Road  
Rutherfordton, NC 28139  
March 29, 2013

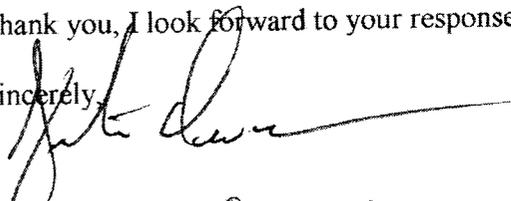
Terri L. Jenkins  
Agent Rutherford County Airport Authority  
PO Box 2073  
Monroe, NC 28111

Re: Property Purchase  
154 Goshen Road  
Rutherfordton, NC 28139

We are in receipt of your counteroffer, dated 3/26/2013, for the sum of \$225,000.00. Thank you, but regrettably we cannot accept this amount. The originally offered price of \$300,000.00 stands as final counteroffer to Rutherford County Airport Authority for purchase of this property.

Thank you, I look forward to your response.

Sincerely,


Julius & Wanda Owens

REC. 4/15/13

May 8, 2013

Mr. and Mrs. Julius R. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

Thank you for taking the time to meet with me to discuss the possible acquisition of your property. The meeting took place at Rollins Cafeteria on May 7, 2013 with Julius R. Owens, Wanda D. Owens, David Reno and I, Terri L. Jenkins, in attendance. (Mr. Reno was there to have lunch with Mr. and Mrs. Owens and had no input on any negotiations.) The below items are the concessions, you as the Property Owners, set forth. Please review and sign on the lines below indicating you are in agreement, so I can present to the Rutherford County Airport Authority at their next meeting on May 14, 2013 and to the North Carolina Division of Aviation.

1. Property Owners will accept \$300,000.00 as total compensation for the purchase of our property located at 154 Goshen Road, Rutherfordton, NC 28139.
  2. Property Owners request a Maintenance Agreement be established with the 2 other individuals who utilize the gravel road leading to the three (3) properties. This Maintenance Agreement will be for 1/3 of the upkeep and maintenance of the road. Examples are, but not limited to, providing gravel, scraping of road, fixing potholes, etc.
  3. Property Owners request an Agricultural Easement for the lifetime of Julius R. Owens. This Agricultural Easement will include the barn and land that is currently being utilized for one (1) horse, approximately 22 years in age. In the event the horse deceases, the horse will not be replaced and the Agricultural Easement will be voided.
  4. Property Owners request Terri Jenkins be allowed to negotiate with our son, Michael Owens, for a fair and equitable settlement for the acquisition of his property located at 4175 Hudlow Road, Rutherfordton, NC 28139.
  5. Property Owners discussed their options concerning the moving of personal items with Terri Jenkins. We understand we can have a commercial move or perform a self-move. We will make that determination at the allotted time.
-

Mr. and Mrs. Julius R. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139  
May 8, 2013  
Page 2

6. Property Owners request permission to remove any flowers, bushes, shrubs or trees from the property located at 154 Goshen Road, Rutherfordton, NC 28139.
7. Property Owners request a 24 Month Rental Agreement which will automatically renew for another 24 months, if relocation has not yet taken place.
8. Property Owners request, that while still residing at 154 Goshen Road, Rutherfordton, NC 28139, anything that is broken by Rutherford County and/or Airport employees coming on the property will be fixed. For instance, clean up from tree cuttings, fix any holes that large machinery caused by coming on the property, fix any broken fences, etc.
9. Property Owners request, that while still residing at 154 Goshen Road, Rutherfordton, NC 28139, the trees that have encroached into the air navigational space only be topped. If trees must be completely cut down, Property Owners request the trees be cut into 22" firewood pieces and left for the Property Owners usage.
10. Property Owners request, that after the acquisition of their property and while still residing at 154 Goshen Road, Rutherfordton, NC 28139, general maintenance will be kept on all structures, furnace, pipes, etc., at no cost to the Property Owners.
11. Property Owners request insurance be provided on the property and structures while still residing on the property after the acquisition takes place.
12. Property Owners will provide Renters Insurance on 154 Goshen Road, Rutherfordton, NC 28139, after the acquisition and during the time they reside on the property.
13. Property Owners will pay Rent in the amount of \$100.00 per month during the time they reside on the property, after the acquisition of their property.
14. Property Owners will be responsible for maintaining the yard, shrubs and flowers during the time they reside at 154 Goshen Road, Rutherfordton, NC 28139, after the acquisition.

\_\_\_\_\_  
Julius R. Owens

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wanda D. Owens

\_\_\_\_\_  
Date

Mr. and Mrs. Julius R. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139  
May 8, 2013  
Page 3

If I have misrepresented any of the above concessions that we discussed in yesterday's meeting, please don't hesitate to contact me at 704-221-0166. I look forward to continue working with you.

Sincerely,



Terri L. Jenkins  
Agent for the Rutherford County Airport Authority

PO Box 2073 Monroe, NC 28111  
704-221-0166

Mr. and Mrs. Julius R. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139  
May 8, 2013  
Page 2

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13. Property Owners will pay Rent in the amount of \$100.00 per month during the time they reside on the property, after the acquisition of their property.
14. Property Owners will be responsible for maintaining the yard, shrubs and flowers during the time they reside at 154 Goshen Road, Rutherfordton, NC 28139, after the acquisition.

  
Julius R. Owens  
Date 5/30/2013

  
Wanda D. Owens  
Date 5-30-13

# Rutherford County Airport Authority

Bob Howard, *Chair*  
Keith Hunter, *Vice Chairman*

*Members*  
Rob Bole  
Bob Ralph  
Jamie Lou Padgett

June 12, 2013

Ms. Terri L. Jenkins  
PO Box 2073  
Monroe, NC 28111

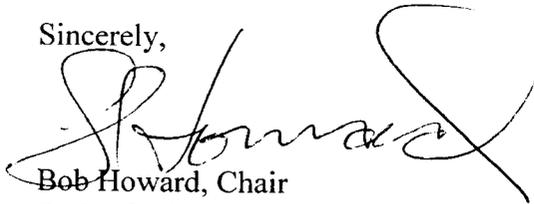
Re: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Ms. Jenkins:

Please be advised that the Rutherford County Airport Authority Board reviewed your letter dated May 8, 2013 and acknowledged by Julius and Wanda Owens on May 30, 2013 which included the sellers' proposed terms for the purchase of their real property located at 154 Goshen Road Rutherfordton, NC 28139. The Rutherford County Airport Authority Board is willing to consider the \$300,000.00 purchase price but the remaining terms are not acceptable.

The Board is requesting a written response from the sellers as to their final position regarding this proposed transaction on or before June 19, 2013.

Sincerely,



Bob Howard, Chair  
Rutherford County Airport Authority

June 13, 2013

Mr. and Mrs. Julius R. Owens  
154 Goshen Road  
Rutherfordton, North Carolina 28139

RE: Rutherford County Airport  
Rutherfordton, North Carolina  
Land Acquisition  
Parcel Tax PIN: 1644058

Dear Mr. and Mrs. Owens:

I have been advised by the Rutherford County Airport Authority that it is willing to consider the \$300,000.00 counteroffer you presented to me at our meeting on May 7, 2013, in regards to the purchase of your property located at 154 Goshen Road, Rutherfordton, North Carolina 28139. However, all other concessions you requested have been rejected by the Rutherford County Airport Authority.

I have attached an Offer to Purchase and Contract which must be executed and returned to me no later than June 19, 2013 for consideration by the Rutherford County Airport Authority Board and to move forward to a potential closing prior to the end of the month. If approved, closing would have to occur on or before June 30, 2013 for the transaction to be eligible for grant funding.

Please don't hesitate to contact me at 704-221-0166 if you have any questions. I look forward to continue working with you.

Sincerely,



Terri L. Jenkins  
Agent for the Rutherford County Airport Authority

PO Box 2073 Monroe, NC 28111  
704-221-0166  
704-226-9993 - Fax

**Rutherford County Airport Authority**  
**Parcel Tax Pin: 1644058**

**OFFER TO PURCHASE AND CONTRACT**

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Ray Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina Zip 28139  
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058  
( All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County Registry. )

**2. FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

---

**3. PURCHASE PRICE:** The purchase price is \$300,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by \_\_\_\_\_ (“Escrow Agent”) until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller’s request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker’s trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$299,500.00 BALANCE of the purchase price in cash at Closing.

**4. CONDITIONS.**

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

**5. SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners’ association special assessments.

**6. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the

date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.

**7. EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.

**8. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

**9. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

**10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION.** CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

**11. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

**12. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before June 30, 2013, at a place designated by Buyer. TIME IS OF THE ESSENCE. The deed is to be made to the Rutherford County Airport Authority.

**13. POSSESSION:** The Buyer must vacate the premises on or before ninety (90) days post Closing.

**14. OTHER PROVISIONS AND CONDITIONS:** This Offer to Purchase and Contract is contingent upon approval by the Rutherford County Airport Authority Board. This Offer to Purchase and Contract is contingent upon approval by the North Carolina Division of Aviation and acknowledgement by the North Carolina Division of Aviation that the purchase price is an expenditure which is eligible for reimbursement with grant funding. The obligation of the Buyer to purchase the real property is specifically contingent upon closing occurring on or before June 30, 2013. If closing does not occur on or before June 30, 2013, for any reason, then the Buyer may terminate this contract, receive a refund of its earnest money deposit and have no further legal obligation to the Seller with regard to this contract.

**15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**16. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

**17. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**18. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**19. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

**20. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Robert W. Howard, Chair,  
Rutherford County Airport Authority

Julius Ray Owens

Date: \_\_\_\_\_

Seller \_\_\_\_\_ (SEAL)

Wanda D. Owens

---

**Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.**

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

**Rutherford County Airport Authority**  
**Parcel Tax Pin: 1644058**

**OFFER TO PURCHASE AND CONTRACT**

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Ray Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina Zip 28139  
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058  
( All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County Registry. )

**2. FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

---

**3. PURCHASE PRICE:** The purchase price is \$300,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by \_\_\_\_\_ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$299,500.00 BALANCE of the purchase price in cash at Closing.

**4. CONDITIONS.**

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

**5. SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

- 6. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.
- 7. EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.
- 8. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
- 9. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION.** CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.
- 11. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.
- 12. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before June 30, 2013, at a place designated by Buyer. TIME IS OF THE ESSENCE. The deed is to be made to the Rutherford County Airport Authority.
- 13. POSSESSION:** The Buyer must vacate the premises on or before ninety (90) days post Closing.
- 14. OTHER PROVISIONS AND CONDITIONS:** This Offer to Purchase and Contract is contingent upon approval by the Rutherford County Airport Authority Board. This Offer to Purchase and Contract is contingent upon approval by the North Carolina Division of Aviation and acknowledgement by the North Carolina Division of Aviation that the purchase price is an expenditure which is eligible for reimbursement with grant funding. The obligation of the Buyer to purchase the real property is specifically contingent upon closing occurring on or before June 30, 2013. If closing does not occur on or before June 30, 2013, for any reason, then the Buyer may terminate this contract, receive a refund of its earnest money deposit and have no further legal obligation to the Seller with regard to this contract.
- 15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.
- 16. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.
- 17. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

20. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)  
Robert W. Howard, Chair,  
Rutherford County Airport Authority

Date: June 18, 2013  
Seller Julius Ray Owens (SEAL)

Date: 6-18-13

Seller Wanda D. Owens (SEAL)  
Wanda D. Owens

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**Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.**

Date \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)