

NORTH CAROLINA
ASHE COUNTY

OFFER TO PURCHASE CONTRACT AND AGREEMENT

This contract and agreement made and entered into this _____ day of June, 2026, by and between **ASHE COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina**, (“Seller”); and **BZD LLC** (“Purchaser”)

WITNESSETH:

Whereas Seller is the owner of that certain real property identified as Parcel ID: 192966586867, containing approximately 11.566 acres, more or less, at Ashe County Industrial Park ; and

Whereas Seller desires to sell the property and Purchaser desires to purchase the property; and

Whereas the parties hereto desire to set forth in this contract and agreement the terms of their bargain; and

Whereas subject to the terms and conditions hereinafter set forth, said Sellers have contracted to sell to said Purchaser and said Purchaser has contracted to purchase from said Seller a certain tract or parcel of land (“property”) lying and being in the Ashe County Industrial Park in the West Jefferson Township, Ashe County, North Carolina, and more particularly described as follows:

BEING a 11.566-acre tract (Tract 5) of land as shown on plat entitled “Record Map for COUNTY OF ASHE” recorded in Plat Book 11, Page 551, Ashe County Registry. Said plat reference being hereby made for a more specific description of said tract.

The above described property is SUBJECT TO 30’ stream buffer as shown on plat recorded in Plat Book 11, Page 551, Ashe County Registry.

Now, therefore, the Seller and the Purchaser agree that the terms and conditions of this sale and purchase are as follows:

- 1) The closing of this transaction shall occur on a mutually agreed upon date, at which time the Seller shall convey the property to the Purchaser by appropriate deed free and clear of all encumbrances except as may be agreed upon herein, the Town of West Jefferson’s Zoning Ordinance, and Ashe County’s Industrial Park Restrictive Convenance.

- 2) The Purchaser shall be responsible for all costs associated with closing unless otherwise agreed.
- 3) The purchase price for said premises is Five Hundred Thousand Dollars (\$500,000.00).
- 4) All parties acknowledge that the current market value of said property is Six Hundred Ninety Five Thousand Two Hundred Fifty Dollars (\$695,250.00), resulting in an incentive to the Purchaser in the amount of One Hundred Ninety Five Thousand Two Hundred Fifty Dollars (\$195,250.00).
- 5) Purchaser agrees that all requirements outlined in the section below must be completed within seven (7) years of the execution of this Contract and Agreement, and that each requirement must be at least fifty percent (50%) achieved within five (5) years of the execution of this Contract and Agreement.
 - a) Purchaser shall construct a building on the property containing a minimum of fifty thousand (50,000) square feet with ceilings of at least thirty (30) feet at the eave line.
 - b) The development shall employ a minimum of thirty five (35) employees with an average annual salary exceeding the average private sector wage of Ashe County as determined by the North Carolina Department of Commerce's annual report.
 - c) Employment totals and salary information shall be reported annually to the Ashe County Administration Department for a period of seven (7) years following execution of this Contract and Agreement by January 31st annually, starting in 2027.
 - d) The development shall be appraised at a minimum of Seven Million Dollars (\$7,000,000) in ad valorem tax value, inclusive of real property and taxable personal property.

In the event that the Purchaser fails to meet any requirements set forth in the terms and conditions herein listed above within seven (7) years of the execution of this Agreement, the Purchaser shall reimburse the Seller the full incentive amount of One Hundred Ninety Five Thousand Two Hundred Fifty Dollars (\$195,250), plus interest accruing annually at a rate of five percent (5%) from the date of the execution of this Contract and Agreement until paid in full. Regardless of the purchaser's satisfaction of requirements as identified in the terms and conditions herein listed above, the Seller shall retain the right of first refusal on all future transactions of the real property.

In Testimony Whereof, all parties have executed this Contract and Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Purchaser: BZD, LLC

_____(SEAL)

Date: _____

Seller: ASHE COUNTY, NORTH CAROLINA
TODD MCNEIL, Chair of Ashe County Commissioners

_____(SEAL)

Date: _____

Attest:
MISSY SEIVERS, County Clerk

_____(SEAL)

Date: _____