

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** County of Jackson, a Body Politic and Subdivision of the State of North Carolina

(b) **"Buyer":** Kenneth Dingler and/or Assigns

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: LT 44 TROUT CREEK
 City: _____ Zip: _____
 County: Jackson, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit 44, Block/Section _____, Subdivision/Condominium Trout Creek
 _____, as shown on Plat Book/Slide 15 at Page(s) 685
 The PIN/PID or other identification number of the Property is: 7575-38-7703
 Other description: Being a vacant lot 1.39 acres +/-
 Some or all of the Property may be described in Deed Book 2231 at Page 1198

(d) **"Purchase Price":**
 \$ 1,000.00
 \$ _____
 \$ 100.00

 \$ _____

 \$ _____

 \$ 900.00

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service:* _____)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER by the Effective Date OR within five (5) days of the Effective Date of this Contract.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2021
 © 7/2021

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Street Address: LT 2 TROUT CREEK
 City: _____ Zip: _____
 County: Jackson, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit 2, Block/Section _____, Subdivision/Condominium Trout Creek
 _____, as shown on Plat Book/Slide 15 at Page(s) 683
 The PIN/PID or other identification number of the Property is: 7566-90-6382
 Other description: Being a vacant lot 0.52 +/-
 Some or all of the Property may be described in Deed Book 2231 at Page 1210

(d) **"Purchase Price":**
 \$ 1,000.00
 \$ _____
 \$ 100.00

 \$ _____

 \$ _____

 \$ 900.00

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER by the Effective Date OR within five (5) days of the Effective Date of this Contract.
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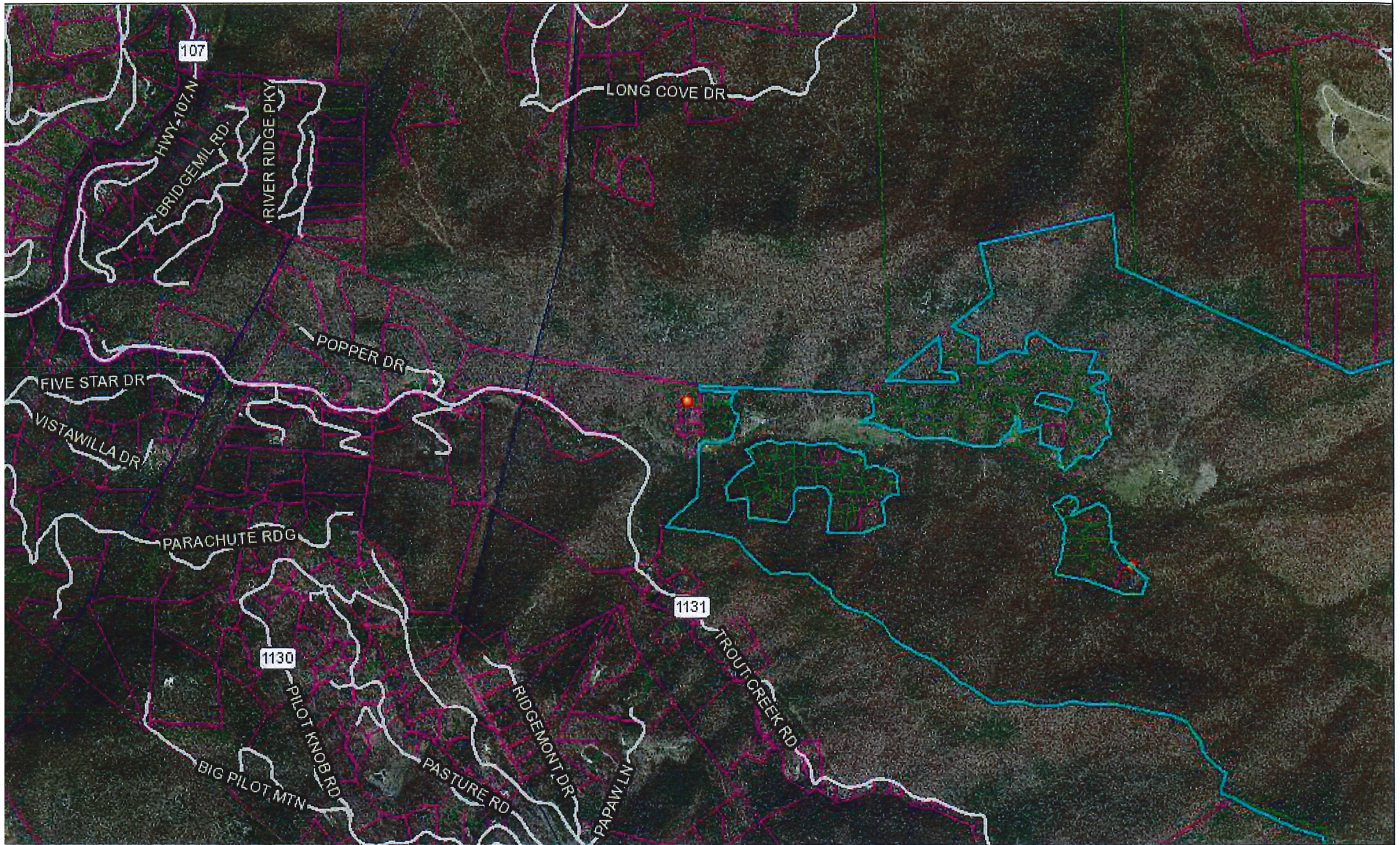
STANDARD FORM 12-T
 Revised 7/2021
 © 7/2021

Buyer initials: LD Seller initials: _____



JACKSON COUNTY PROPERTIES ACQUIRED THROUGH FORECLOSURE

<u>PIN#</u>	<u>Assessed Value</u>	<u>Previous Owner</u>	<u>Property Description</u>	<u>Total Costs</u>	<u>Add. Taxes</u>	<u>Deed Recorded</u>	
7566-90-6362	25,000	Bailey, David	Lt 2 Ph 1 Trout Creek	\$ 6,820.00	\$ -	2/2019	
7545-48-4058	12,000	DelVecchio, Robert	Lt 61 Ph 2 Bear Pen	\$ 10,400.00	\$ -	4/2016	
7545-59-4338	12,000	Laws, Jeffrey	Lt 48 Ph 2 Bear Pen	\$ 11,400.00	\$ 44.40	6/2016	BID PROCESS
7566-20-0414	18,430	Legasus of NC	Lot B, Sec A Pilot Mtn	\$ 2,600.00	\$ 72.48	6/2016	
7575-38-7703	25,000	Rabinovitch, Frank	Lt 44 Trout Creek Rd	\$ 10,492.00	\$ 120.99	2/2019	
7642-40-0913	20,880	Estate of Ellen Lee Gibson	830 Allen Street	\$ 3,777.71	\$ 2,124.96	8/2014	SOLD/WAITING ON TITLEWORK
7642-40-0949	23,630	Norman, Crystal	854 Allen Street	\$ 5,687.72	\$ 806.24	1/2019	SOLD/WAITING ON TITLEWORK
7642-40-0931	3,150	Norman, Crystal	Chipper Curve Rd	\$ 8,230.02	\$ 135.05	1/2019	SOLD/WAITING ON TITLEWORK
7559-94-6474	23,050	Kevlin, John	Lt 15 Bel-Aire Estates				Must have a minimum bid of \$50,000 for all three Bel-Aire Estates lots
7559-94-6269	24,270	Kevlin, John	Lt 11 Bel-Aire Estates				
7559-94-4268	25,490	Kevlin, John	Lt 10 Bel-Aire Estates				




Custom Jackson County, NC Property Map






Points

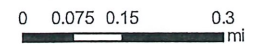
-  Override 1
-  Centerlines

Parcel Lines

-  Easement
-  Hooks
-  Leader Line

Lot Line

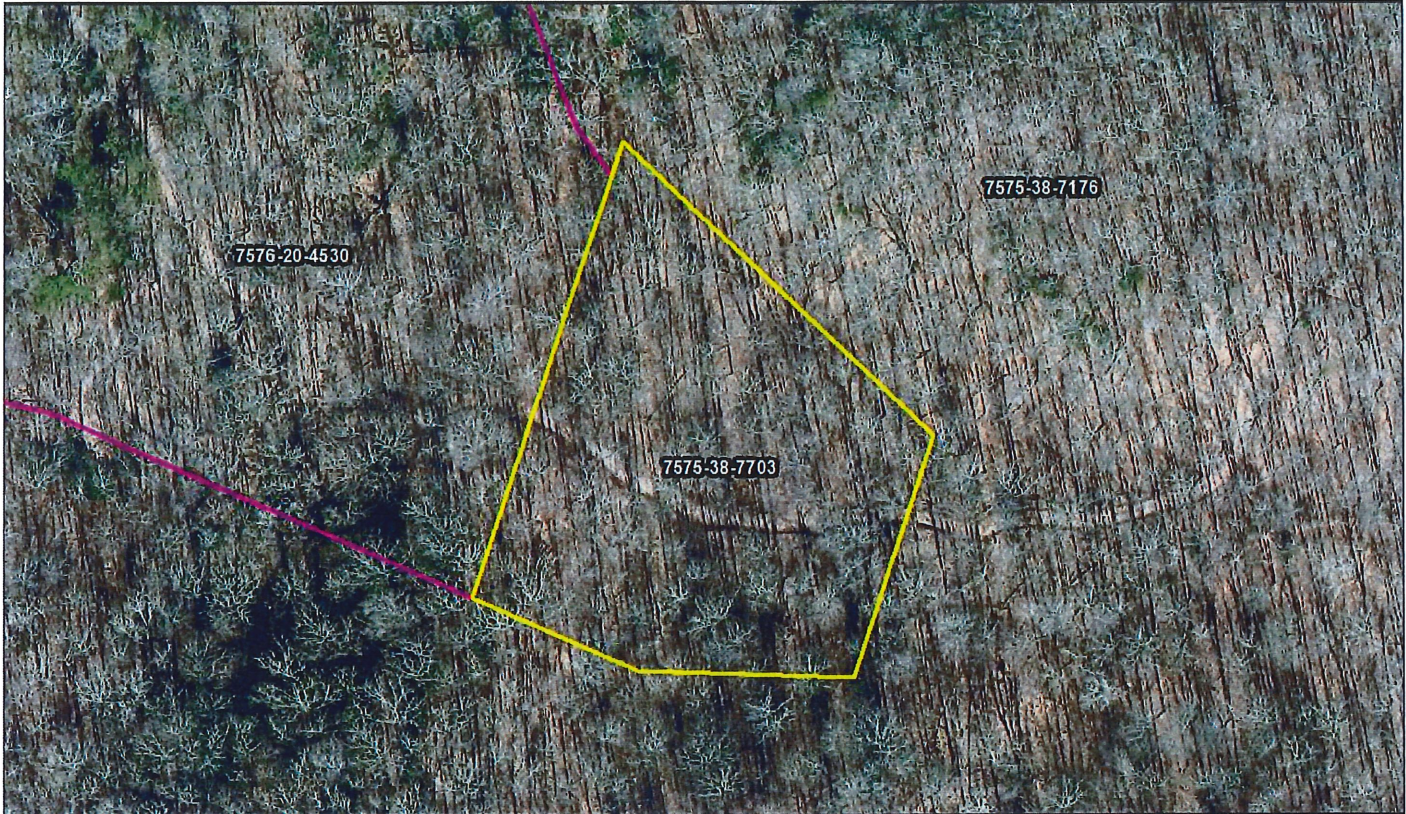
-  Lot Line
-  Subdivision ROW
-  Parcels



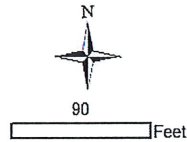
WARNING: THIS IS NOT A SURVEY!
 This map is prepared for inventory of real property within Jackson County. It is compiled from recorded deeds, plats, and public data records. Users of this map are hereby notified that the aforementioned public information sources should be consulted for verification. Jackson County or any County representative assumes no legal responsibility for the content of this map.

Property Report for 7575-38-7703

10/5/2022



Centerlines
Parcels

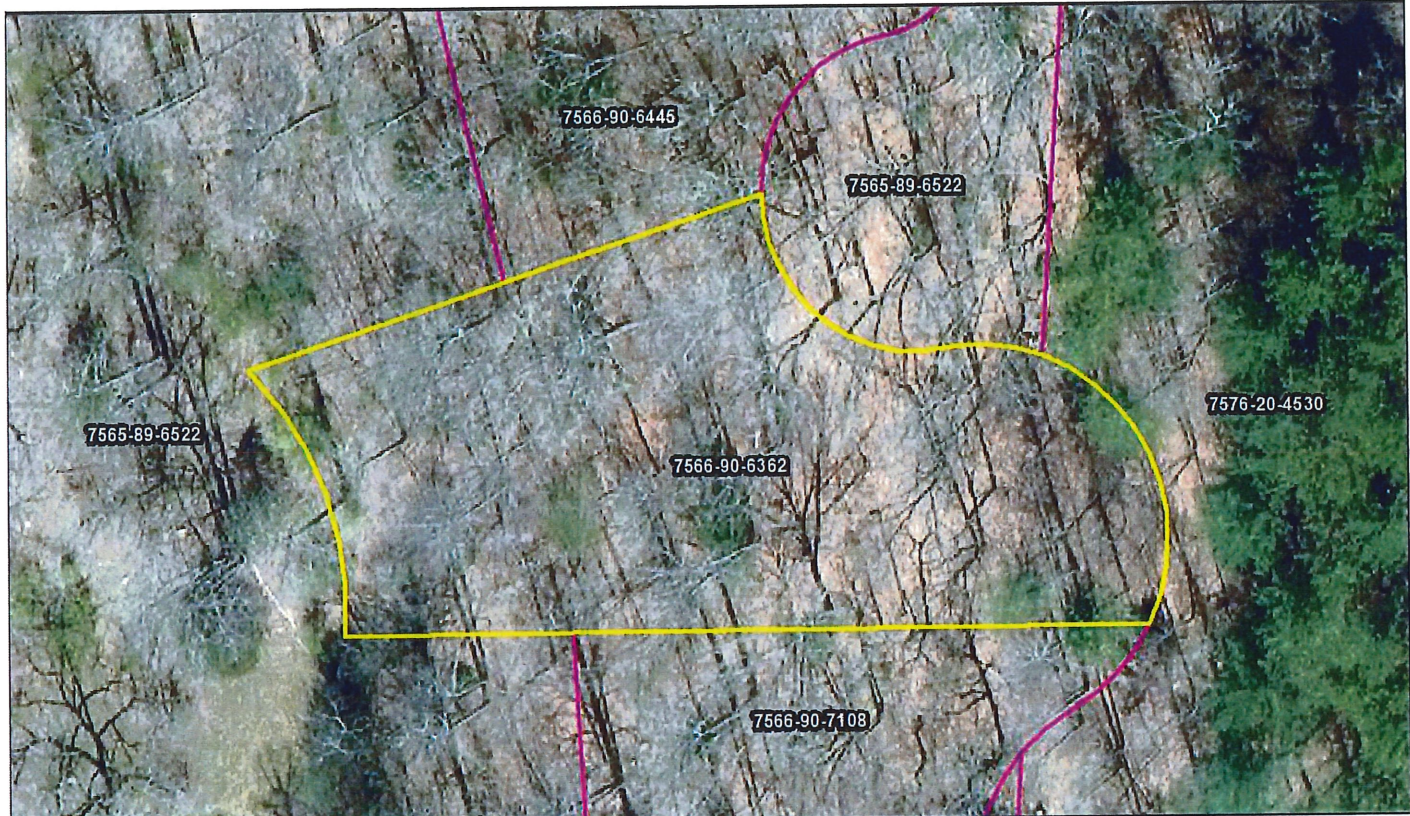


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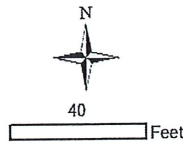
<p>Parcel Information</p> <p>Parcel ID: 7575-38-7703 Parcel Address: LT 44 TROUT CREEK RD Neighborhood Name: TROUT CREEK Property Description: LT 44 TROUT CREEK Sale Date: 2019-02-08 Sale Price: \$11,000 Plat Reference: 15/685 Transferring Reference: 2231/1198 Township: HAMBURG Assessed Acres: 1.39</p>	<p>Ownership Information</p> <p>Owner Name #1: COUNTY OF JACKSON Owner Name #2: None Mailing Address 1: 401 GRINDSTAFF COVE RD STE 105 Mailing Address 2: None City/State/Zip: SYLVA NC 28779 Owner Account: 76990</p>	<p>Tax/Value Information</p> <p>Fire District: CASHIERS 6 MI Building Value: \$0 Land Value: \$25,000 Assessed Total Value: \$25,000</p> <p>Zoning Information</p> <p>Zoning District: None Zoning Area: None Jurisdiction: None</p>
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Property Report for 7566-90-6362

10/5/2022



Centerlines
Parcels



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Parcel Information

Parcel ID: 7566-90-6362
 Parcel Address: LT 2 TROUT CREEK RD
 Neighborhood Name: TROUT CREEK
 Property Description: LT 2 TROUT CREEK
 Sale Date: 2019-02-08
 Sale Price: \$7,000
 Plat Reference: 15/683
 Transferring Reference: 2231/1210
 Township: HAMBURG
 Assessed Acres: 0.52

Ownership Information

Owner Name #1: COUNTY OF JACKSON
 Owner Name #2: None
 Mailing Address 1: 401 GRINDSTAFF COVE RD STE 105
 Mailing Address 2: None
 City/State/Zip: SYLVA NC 28779
 Owner Account: 76990

Tax/Value Information

Fire District: CASHIERS 5 MI
 Building Value: \$0
 Land Value: \$25,000
 Assessed Total Value: \$25,000

Zoning Information

Zoning District: None
 Zoning Area: None
 Jurisdiction: None



**RESOLUTION OF THE JACKSON
COUNTY COMMISSIONERS TO AUTHORIZE
THE SALE OF PROPERTY**

WHEREAS, the County of Jackson, hereinafter County, owns certain property, being all of Lot 44, Trout Creek (PIN #7575-38-7703), containing approximately 1.39 acres and Lot 2, Trout Creek (PIN #7566-90-6362), containing approximately 0.52 acres. Being located in Hamburg Township as further described in Deed Book 2231, Page 1198 and Book 2231, Page 1210 of the Jackson County Public Registry; and

WHEREAS, North Carolina General Statute §160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$1,000.00 for each lot (a total of \$2,000.00), as submitted by Kenneth Dingler and/or assigns; and

WHEREAS, Kenneth Dingler and/or assigns paid the required five percent (5%) deposit on the offer.

**NOW THEREFORE, THE JACKSON COUNTY BOARD OF COMMISSIONERS
RESOLVES THAT:**

1. The Jackson County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Clerk to the Board of Commissioners shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the Clerk to the Board of Commissioners within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
5. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received.

6. The terms of the final sale are that the Board of County Commissioners must approve the final high offer before the sale is closed, which it will do by Motion within 30 days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing.
7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property to Kenneth Dinger and/or assigns.

Adopted October 18, 2022.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board