



AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Divine Consulting LLC and/or Assigns

a(n) South Carolina ("Buyer"), and (individual or State of formation and type of entity) County of Jackson, A Body Politic

a (n) North Carolina ("Seller"). (individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) River Rock Subdivision 24 Lots see attached Exhibit A

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 24 Lots - See Exhibit - A ; and, (ii) some or all of the Property, consisting of approximately acres, is described in Deed Book , Page No. , County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 12,000 (b) "Purchase Price" shall mean the sum of \$12,000 Eleven Thousand Dollars,

or, if this box is checked , Purchase Price shall mean the sum of \$ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

\$ 1,000 (i) "Earnest Money" shall mean \$1,000 One Thousand Dollars or terms as follows: Deposited with the clerk to the Board of Commissioners

The Earnest Money shall be deposited in escrow with Page 1 of 9



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

STANDARD FORM 580L-T Adopted 7/2020 © 7/2021

Buyer Initials [Signature] Seller Initials

\_\_\_\_\_ (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)


ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_ (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ \$11,000 (iii) Cash, balance of Purchase Price, at Closing in the amount of Ten Thousand Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 45 Days following the end of the upset bid period

Buyer Initials  Seller Initials

- (d) **“Contract Date”** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **“Examination Period”** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on \_\_\_\_\_  
N/A

***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

- (f) **“Broker(s)”** shall mean: \_\_\_\_\_ (“Listing Agency”),  
N/A (“Listing Agent” – License # \_\_\_\_\_)  
Acting as:  Seller’s Agent;  Dual Agent  
and \_\_\_\_\_ (“Selling Agency”),  
\_\_\_\_\_ (“Selling Agent”- License # \_\_\_\_\_)  
Acting as:  Buyer’s Agent;  Seller’s (Sub)Agent;  Dual Agent



- (g) **“Seller’s Notice Address”** shall be as follows: 401 Grindstaff Cove Rd Sylva, NC 28779  
\_\_\_\_\_  
e-mail address: heatherbaker@jacksonnc.org fax number: \_\_\_\_\_  
except as same may be changed pursuant to Section 12.

- (h) **“Buyer’s Notice Address”** shall be as follows: 9405 Cove Dr Myrtle Beach SC 29572  
\_\_\_\_\_  
e-mail address: mroceanfront@yahoo.com fax number: \_\_\_\_\_  
except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

~~**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller’s account payment information on owners’ association dues or assessments for payment or proration; any fees imposed by an owners’ association and/or a management company as agent of the owners’ association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:~~

Buyer Initials  Seller Initials 

~~Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:~~

Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer  intends to continue  does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property,  Seller  Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

~~**Section 4: Deliveries:** Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502--Land Information Worksheet; title insurance policies (and copies of any documents referenced therein); surveys; soil test reports; environmental surveys or reports; site plans; civil drawings; building plans; maintenance records and copies of all presently effective warranties or service contracts related 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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.~~

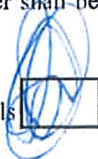
~~**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.~~

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds

Buyer Initials



Seller Initials

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payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as

Buyer Initials

Seller Initial

Buyer may reasonably request.

**Section 8. Environmental/Physical Aspects of Property:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money 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 Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

NON

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and ~~other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien-waiver forms (and such other lien-related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act),~~ and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any

Buyer Initials

Seller Initials

electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15: Adverse Information and Compliance with Laws:**

~~(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):~~

~~**Note:** For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated; whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.~~

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

~~(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true~~

Buyer Initials  Seller Initials

and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:**

**Individual**

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

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

**SELLER:**

**Individual**

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

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

Buyer Initials

Seller Initials



Business Entity

Business Entity

(Name of Entity)

(Name of Entity)

By: Divine Consulting LLC and/or Assigns

By:

Name: Jessica OConnell

Name:

Title: Sole Member Owner

Title:

Date: 11/17/2021

Date:

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date:

By:

Escrow Agent's contact/notice information is as follows:

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

## EXHIBIT "A"

TO THE AGREEMENT FOR PURCHASE AND SALE OF LAND, "AGREEMENT" BETWEEN DIVINE CONSULTING, LLC, a South Carolina limited liability Company, "BUYER" and THE COUNTY OF JACKSON, A BODY POLITIC, "SELLER".

### PROPERTY:

7556-84-2919	LOT 46, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-84-0417	LOT 52, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-75-9085	LOT 57, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-75-7053	LOT 58, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-74-5882	LOT 61, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-74-8860	LOT 63, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-74-6668	LOT 65, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-74-4722	LOT 70, PHASE 2, RIVER ROCK	OFFER \$500.00
7556-83-2395	LOT 41, PHASE 3, RIVER ROCK	OFFER \$500.00
7556-54-7333	LOT 77, PHASE 4, RIVER ROCK	OFFER \$500.00
7556-55-5241	LOT 86, PHASE 4, RIVER ROCK	OFFER \$500.00
7556-62-5384	LOT 92, PHASE 5, RIVER ROCK	OFFER \$500.00
7556-52-6484	LOT 109, PHASE 5, RIVER ROCK	OFFER \$500.00
7556-64-5589	LOT 125, PHASE 8, RIVER ROCK	OFFER \$500.00
7556-53-7351	LOT 155, PHASE 8, RIVER ROCK	OFFER \$500.00
7566-22-5457	LOT 10, THE GLADE	OFFER \$500.00
7566-22-4416	LOT 11, THE GLADE	OFFER \$500.00
7566-22-2420	LOT 14, THE GLADE	OFFER \$500.00
7566-12-9411	LOT 15, THE GLADE	OFFER \$500.00
7566-12-8643	LOT 16, THE GLADE	OFFER \$500.00
7566-22-4773	LOT 18B, THE GLADE	OFFER \$500.00
7566-13-7520	LOT 192, THE BOULDERS	OFFER \$500.00
7566-86-1939	LOT 11 RIVER ROCK	OFFER \$500.00
7566-84-2476	LOT 9 RIVER ROCK	OFFER \$500.00

**EXHIBIT "B"**  
**TO THE AGREEMENT FOR PURCHASE AND SALE OF LAND, "AGREEMENT"**  
**BETWEEN DIVINE CONSULTING LLC, a South Carolina limited liability company,**  
**"BUYER" AND THE COUNTY OF JACKSON, a Body Politic and Subdivision**  
**of the State of North Carolina, "SELLER", jointly referred to as "PARTIES"**

Regarding the purchase of 22 Lots in the River Rock Subdivision set forth  
on Exhibit "A" to the Agreement

**ADDITIONAL PROVISIONS**

The parties agree to the following additional provisions. Said provisions are incorporated into the Agreement as if fully set forth therein:

1. Section, 3, Proration of Expenses and Payment of Costs, Section 4, Deliveries, Section 5, Evidence of Title and Section 15, Adverse Information and Compliance with Laws shall be deleted from the Agreement in their entirety and do not apply.
2. Section 11. Closing shall be amended to state the following: "At or before Closing, Seller shall deliver to Buyer a Non-Warranty deed and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the Parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed upon. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds." The remainder of Section 11 is deleted.
3. The deed is to be made to Divine Consulting, LLC, a South Carolina limited liability company unless a written Assignment of this Agreement is signed by and agreed to by all Parties
4. Buyer acknowledges that Seller is selling the property "As Is" and will pay no association dues, assessments, special assessments, taxes or liens of any kind whether in arrears, current or future. Buyer further acknowledges that once Seller accepts the offer made in this Agreement, that the offer must go through the upset bid process required by North Carolina General Statute §160A-269.
5. This Exhibit "B" shall be construed and governed by the laws of the State of North Carolina.
6. This Agreement, together with any Exhibits, amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an



original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

7. If there is a conflict between this Exhibit "B" and the Agreement, this Exhibit "B" shall control.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have caused these presents to be executed in their names, all by Order of the authorities for Divine Consulting, LLC and by Order of the Jackson County Board of Commissioners, on the day and year signed below.

**THE COUNTY OF JACKSON**

By: \_\_\_\_\_  
Brian T. McMachan

Its: Chairman, Board of Commissioners

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

ATTEST:

\_\_\_\_\_  
Angela M. Winchester, Clerk to the Board of Commissioners

**DIVINE CONSULTING, LLC**

By: Jessica O'Connell

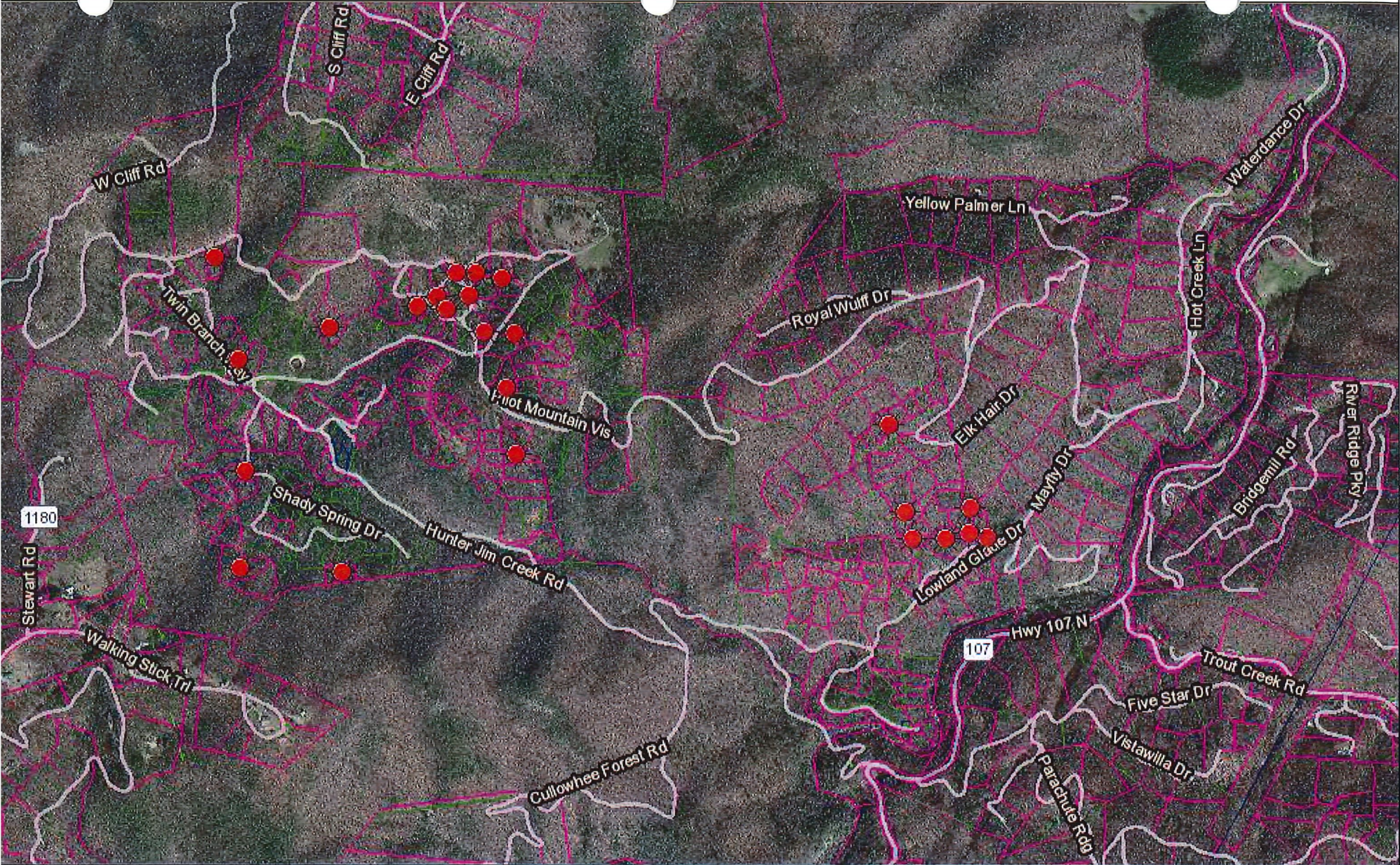
Its: [Signature]

Date: 11/24/21

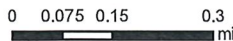
<u>PIN#</u>	<u>Assessed Value</u>	<u>Previous Owner</u>	<u>Property Description</u>	<u>Total Costs</u>	<u>Add. Taxes</u>	<u>Deed Recorded</u>
7556-74-6668	45,000	Arias, Jose	Lt 65 River Rock Ph 2	\$ 8,600.00	\$ 20.17	6/2018
7566-22-4416	45,000	American Equity Funding Inc.	Lot 11 The Glade	\$ 6,214.12	\$ 915.43	3/2015
7566-90-6362	25,000	Bailey, David	Lt 2 Ph 1 Trout Creek	\$ 6,820.00	\$ -	2/2019
7547-81-3345	23,810	Bradbury, Robert	Lot 13, Triple C Investments	\$ 6,150.51	\$ 175.52	7/2014
7662-48-8003	44,210	Bradley, April, et al.	2.5 acres, Scotts Creek	\$ 7,313.24	\$ 286.53	3/2015
7556-52-6484	45,000	Brown, Suzanne	Lt 109 Shady Spring Dr	\$ 13,387.00	\$ -	2/2019
7556-62-5384	45,000	Corning, Ron	Lt 92 Ph 5 River Rock	\$ 13,900.00	\$ 19.67	7/2017
7545-48-4058	12,000	DelVecchio, Robert	Lt 61 Ph 2 Bear Pen	\$ 10,400.00	\$ -	4/2016
7556-74-5882	45,000	Dooley, Mark	Lt 61 River Rock Ph 2	\$ 9,700.00	\$ -	10/17
7556-75-7053	45,000	Dorman, Christine	Lt 58 River Rock Ph 2	\$ 9,500.00	\$ 19.67	3/2017
7566-12-8643	45,000	Fernandez, Fredric	Lt 16 The Glade	\$ 10,442.17	\$ 944.83	3/2015
7556-74-8860	45,000	Haller, Nina	Lt 63 River Rock Ph 2	\$ 10,500.00	\$ 19.67	3/2017
7556-53-7351	45,000	Hill, Donald	Lt 155 River Rock Ph 8	\$ 11,500.00	\$ -	10/2017
7517-71-5216	24,130	Holland, Larry Heirs	Lt 49 Enchanted Forest	\$ 9,890.87	\$ 86.87	7/2021
7592-87-2219	12,500	Johnson, W. Hal	Lt 216 Un 1 Holly Forest	\$ 4,717.36	\$ 129.19	3/2015
7556-54-7333	45,000	Jurgens, Danny	Lt 77 Ph 4 River Rock	\$ 8,700.00	\$ 19.67	7/2017
7556-83-2395	45,000	KTH Properties	Lt 41 River Rock Ph 3	\$ 7,200.00	\$ 19.67	3/2017
7545-59-8661	12,000	Lawerence, Eric	Lt 45 Ph 2 Bear Pen	\$ 11,400.00	\$ 44.40	7/2017
7545-59-4338	12,000	Laws, Jeffrey	Lt 48 Ph 2 Bear Pen	\$ 11,400.00	\$ 44.40	6/2016
7566-12-9411	45,000	Legasus of NC	Lot 15 The Glade	\$ 3,700.00	\$ 18.50	6/2016
7566-13-7520	45,000	Legasus of NC	Lot 192, The Boulders	\$ 7,600.00	\$ 18.50	6/2016
7566-20-0414	18,430	Legasus of NC	Lot B, Sec A Pilot Mtn	\$ 2,600.00	\$ 72.48	6/2016
7566-45-4328	30,000	Legasus of NC	Lot 42, WaterDance	\$ 10,000.00	\$ 18.50	6/2016
7556-55-5241	45,000	Mackelprang, Cole	Lt 86 River Rock Ph 4	\$ 9,500.00	\$ -	10/2017
7575-63-9888	20,000	Mar Estates LLC	Lot 44A, Hampton Springs	\$ 7,509.54	\$ 1,020.98	8/2014
7556-84-0417	45,000	McKinney, James	Lt 52 Ph 2 River Rock	\$ 9,900.00	\$ 19.67	7/2017
7527-87-7364	72,330	Means, Judy	Lt 44 Garnet Ridge	\$ 11,161.00	\$ -	9/2020
7566-22-5457	45,000	Munroe, William	Lt 10 Lowland Glade Dr	\$ 12,169.00	\$ 19.00	2/2019
7566-22-4773	45,000	Panarello, Donna	Lt 18B The Glade	\$ 12,831.45	\$ 1,106.53	4/2015
7556-75-9085	45,000	Powell, Michael	Lt 57 River Rock Ph 2	\$ 7,000.00	\$ 19.67	3/2017
7575-38-7703	25,000	Rabinovitch, Frank	Lt 44 Trout Creek Rd	\$ 10,492.00	\$ 120.99	2/2019
7575-81-4434	30,000	Rabuffo, Mae	Lot "C", 1.02 acres	\$ 26,034.81	\$ 1,915.03	8/2014

7575-72-0410	20,000	Rabuffo, Mae	Lot 16A, Hampton Springs	\$ -	\$ 724.33	8/2014	
7575-81-1253	30,000	Singleton, Richard	Lt E Big Ridge Rd	\$ 9,600.00	\$ -	12/2020	
7565-20-7298	31,910	Smith, F.T.	Lot 3, Creekwood	\$ 7,556.62	\$ -	9/2013	
7565-30-1049	17,860	Smith, F.T.	Green Area No. 1, Creekwood	\$ -	\$ -	9/2013	
7565-40-0636	6,240	Smith, F.T.	Green Area No. 2, Creekwood	\$ -	\$ -	9/2013	
7556-64-5589	45,000	Swanson, John	Lt 125 River Rock Ph 8	\$ 15,900.00	\$ -	2/2018	
7556-84-2919	45,000	Swenson, Joan	Lt 46 River Rock Ph 2	\$ 10,500.00	\$ -	10/2017	
7556-83-1939	45,000	Tracey, Kevin	Lt 11 River Rock	\$ 12,033.88	\$ -	10/2019	
7556-84-2476	45,000	Tracy, Patricia	Lt 9 River Rock	\$ 11,925.00	\$ -	12/2020	
7556-74-4722	45,000	Tran, Man	Lt 70 Ph 2 River Rock	\$ 9,100.00	\$ 19.67	7/2017	
7545-69-1348	12,000	Wells Fargo	Lt 42 Ph 2 Bear Pen	\$ 5,095.36	\$ 44.40	3/2017	
7545-69-1577	12,000	Wells Fargo	Lt 43 Ph 2 Bear Pen	\$ 5,095.36	\$ 44.40	3/2017	
7566-22-2420	45,000	Williams, D. Robert	Lt 14 The Glade	\$ 12,397.80	\$ -	10/2015	
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
7545-84-7035	47,660	GMR Properties, Inc.	Lot 10, 11 Mountain Vista	\$ 6,268.63	\$ 202.88	5/2015	
7592-90-3989	12,500	Myers, Mary	Lot 6 W Christy Trail	\$ 5,500.00	\$ -	10/2013	
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
7660-31-8916	118,460		Wayehutta Rd. SR 1731				
7622-74-1152	13,990		Barker's Creek - Former Dump				BID PROCESS
7559-94-6474	23,050	Kevlin, John	Lt 15 Bel-Aire Estates				
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



- Centerlines
- Parcel Lines
- Easement
- Hooks
- Leader 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.



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

**WHEREAS**, the County of Jackson, hereinafter County, owns 24 Lots as described on Exhibit "A" attached hereto; 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 \$12,000.00 as submitted by Divine Consulting, LLC and/or assigns; and

**WHEREAS**, Divine Consulting, LLC 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 Divine Consulting, LLC and/or assigns.

Adopted December 07, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
BRIAN THOMAS MCMAHAN, Chairman

Attest:

\_\_\_\_\_  
ANGELA M. WINCHESTER, Clerk to the Board

## EXHIBIT "A"

TO THE AGREEMENT FOR PURCHASE AND SALE OF LAND, "AGREEMENT" BETWEEN DIVINE CONSULTING, LLC, a South Carolina limited liability Company, "BUYER" and THE COUNTY OF JACKSON, A BODY POLITIC, "SELLER".

### PROPERTY:

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