

County Properties Acquired Through Foreclosure

					<u>Total</u>	<u>Add.</u>	<u>Deed</u>	
<u>Atty</u>	<u>PIN#</u>	<u>Assessment</u>	<u>Previous Owner</u>	<u>Property Description</u>	<u>Costs</u>	<u>Taxes</u>	<u>Recorded</u>	
RG	7556-74-6668	5000	Arias, Jose	Lt 65 River Rock Ph 2	\$ 8,600.00	\$ 20.17	6/2018	
RG	7566-22-4416	5,000	American Equity Funding Inc.	Lot 11 The Glade	\$ 6,214.12	\$ 915.43	3/2015	
RG	7566-90-6362	25,000	Bailey, David	Lt 2 Ph 1 Trout Creek	\$ 6,820.00	\$ -	2/2019	
RG	7547-81-3345	37,350	Bradbury, Robert	Lot 13, Triple C Investments	\$ 6,150.51	\$ 175.52	7/2014	
RG	7662-48-8003	47,220	Bradley, April, et al.	2.5 acres, Scotts Creek	\$ 7,313.24	\$ 286.53	3/2015	
RG	7556-52-6484	5,000	Brown, Suzanne	Lt 109 Shady Spring Dr	\$ 13,387.00	\$ -	2/2019	
RG	7556-62-5384	5,000	Corning, Ron	Lt 92 Ph 5 River Rock	\$ 13,900.00	\$ 19.67	7/2017	
RG	7545-48-4058	12,000	DelVecchio, Robert	Lt 61 Ph 2 Bear Pen	\$ 10,400.00	\$ -	4/2016	
RG	7556-74-5882	5,000	Dooley, Mark	Lt 61 River Rock Ph 2	\$ 9,700.00	\$ -	10/17	
RG	7556-75-7053	5,000	Dorman, Christine	Lt 58 River Rock Ph 2	\$ 9,500.00	\$ 19.67	3/2017	
RG	7566-12-8643	5,000	Fernandez, Fredric	Lt 16 The Glade	\$ 10,442.17	\$ 944.83	3/2015	
RG	7655-60-6750	45,830	Financial Technologies Mgt Ltd	Lt 40 Black Rock Rd	\$ 5,010.58	\$ -	11/2013	(4)
RG	7563-00-5887	200,000	Flynn Investments	Lt 11 Ph 2 Signal Ridge	\$ 11,870.00	\$ -	9/2020	SOLD
RG	7545-76-3385	12,000	Gayer, Anna	Lt 1A Ph 1 Bear Pen	\$ 6,600.00	\$ 47.20	6/2016	SOLD
RG	7556-74-8860	5,000	Haller, Nina	Lt 63 River Rock Ph 2	\$ 10,500.00	\$ 19.67	3/2017	
RG	7556-53-7351	5,000	Hill, Donald	Lt 155 River Rock Ph 8	\$ 11,500.00	\$ -	10/2017	
RG	7592-87-2219	12,500	Johnson, W. Hal	Lt 216 Un 1 Holly Forest	\$ 4,717.36	\$ 129.19	3/2015	
RG	7556-54-7333	5,000	Jurgens, Danny	Lt 77 Ph 4 River Rock	\$ 8,700.00	\$ 19.67	7/2017	
RG	7556-83-2395	5,000	KTH Properties	Lt 41 River Rock Ph 3	\$ 7,200.00	\$ 19.67	3/2017	
RG	7545-59-8661	12,000	Lawerence, Eric	Lt 45 Ph 2 Bear Pen	\$ 11,400.00	\$ 44.40	7/2017	
RG	7545-59-4338	12,000	Laws, Jeffrey	Lt 48 Ph 2 Bear Pen	\$ 11,400.00	\$ 44.40	6/2016	
RG	7566-12-9411	5,000	Legasus of NC	Lot 15 The Glade	\$ 3,700.00	\$ 18.50	6/2016	
RG	7566-13-7520	5,000	Legasus of NC	Lot 192, The Boulders	\$ 7,600.00	\$ 18.50	6/2016	
RG	7566-20-0414	18,430	Legasus of NC	Lot B, Sec A Pilot Mtn	\$ 2,600.00	\$ 72.48	6/2016	
RG	7566-45-4328	5,000	Legasus of NC	Lot 42, WaterDance	\$ 10,000.00	\$ 18.50	6/2016	
RG	7566-53-0505	37,610	Legasus of NC	WaterDance	\$ 3,300.00	\$ 147.92	6/2016	(1)
RG	7556-55-5241	5,000	Mackelprang, Cole	Lt 86 River Rock Ph 4	\$ 9,500.00	\$ -	10/2017	
RG	7575-63-9888	20,000	Mar Estates LLC	Lot 44A, Hampton Springs	\$ 7,509.54	\$ 1,020.98	8/2014	
RG	7556-84-0417	5,000	McKinney, James	Lt 52 Ph 2 River Rock	\$ 9,900.00	\$ 19.67	7/2017	
RG	7527-87-7364	150,000	Means, Judy	Lt 44 Garnet Ridge	\$ 11,161.00	\$ -	9/2020	
RG	7566-22-5457	5,000	Munroe, William	Lt 10 Lowland Glade Dr	\$ 12,169.00	\$ 19.00	2/2019	

RG	7589-83-3834	100,360	Nicholson, Elizabeth	Caney Fork Rd	\$ 8,933.21	\$ 371.33	3/2017	Upset Bid
RG	7566-22-4773	5,000	Panarello, Donna	Lt 18B The Glade	\$ 12,831.45	\$ 1,106.53	4/2015	
RG	7556-75-9085	5,000	Powell, Michael	Lt 57 River Rock Ph 2	\$ 7,000.00	\$ 19.67	3/2017	
RG	7575-38-7703	30,000	Rabinovitch, Frank	Lt 44 Trout Creek Rd	\$ 10,492.00	\$ 120.99	2/2019	
RG	7575-81-4434	30,000	Rabuffo, Mae	Lot "C", 1.02 acres	\$ 26,034.81	\$ 1,915.03	8/2014	
RG	7575-72-0410	20,000	Rabuffo, Mae	Lot 16A, Hampton Springs	\$ -	\$ 724.33	8/2014	
RG	7575-81-1253	30,000	Singleton, Richard	Lt E Big Ridge Rd	\$ 9,600.00	\$ -	12/2020	
RG	7565-20-7298	30,030	Smith, F.T.	Lot 3, Creekwood	\$ 7,556.62	\$ -	9/2013	
RG	7565-30-1049	17,860	Smith, F.T.	Green Area No. 1, Creekwood	\$ -	\$ -	9/2013	
RG	7565-40-0636	6,240	Smith, F.T.	Green Area No. 2, Creekwood	\$ -	\$ -	9/2013	
RG	7556-64-5589	5,000	Swanson, John	Lt 125 River Rock Ph 8	\$ 15,900.00	\$ -	2/2018	
RG	7556-84-2919	5,000	Swenson, Joan	Lt 46 River Rock Ph 2	\$ 10,500.00	\$ -	10/2017	
RG	7556-83-1939	5,000	Tracey, Kevin	Lt 11 River Rock	\$ 12,033.88	\$ -	10/2019	
RG	7556-84-2476	5,000	Tracy, Patricia	Lt 9 River Rock	\$ 11,925.00	\$ -	12/2020	
RG	7556-74-4722	5,000	Tran, Man	Lt 70 Ph 2 River Rock	\$ 9,100.00	\$ 19.67	7/2017	
RG	7545-69-1348	12,000	Wells Fargo	Lt 42 Ph 2 Bear Pen	\$ 5,095.36	\$ 44.40	3/2017	
RG	7545-69-1577	12,000	Wells Fargo	Lt 43 Ph 2 Bear Pen	\$ 5,095.36	\$ 44.40	3/2017	
RG	7566-22-2420	5,000	Williams, D. Robert	Lt 14 The Glade	\$ 12,397.80	\$ -	10/2015	
KL	7563-07-0359	75,000	Eagle's View over Moosehead	Lot BB Waterfall Cove	\$ 5,597.96	\$ -	2/2017	②
KL	7563-07-0074	35,000	Eagle's View over Moosehead	Lot FF Waterfall Cove	\$ 2,328.43	\$ 224.53	2/2017	③
KL	7642-40-0913	19,360	Estate of Ellen Lee Gibson	830 Allen Street	\$ 3,777.71	\$ 2,124.96	8/2014	SOLD/WAITING
KL	7545-84-7035	44,860	GMR Properties, Inc.	Lot 10, 11 Mountain Vista	\$ 6,268.63	\$ 202.88	5/2015	
KL	7632-32-6502	44,520	Mace, Donald	Tr 1 SR 1386	\$ 4,532.67	\$ -	1/2019	⑤
KL	7592-90-3989		Myers, Mary	Lot 6 W Christy Trail	\$ 5,500.00	\$ -	10/2013	
KL	7642-40-0949	27,400	Norman, Crystal	854 Allen Street	\$ 5,687.72	\$ 806.24	1/2019	SOLD/WAITING
KL	7642-40-0931	2,520	Norman, Crystal	Chipper Curve Rd	\$ 8,230.02	\$ 135.05	1/2019	SOLD/WAITING
	7660-31-8916	550,800		Wayehutta Rd. SR 1731				
	7622-74-1152	20,980		Barker's Creek - Former Dump				
	7559-94-6474	30,730	Kevlin, John	Lt 15 Bel-Aire Estates				
	7559-94-6269	36,160	Kevlin, John	Lt 11 Bel-Aire Estates				
	7559-94-4268	37,980	Kevlin, John	Lt 10 Bel-Aire Estates				

①

AGREVIVE, Inc.

Neil Hanekom
Phone (904) 263-2693
Neil@AGREVIVE.com

100 Boardwalk Drive #835
Ponte Vedra Beach, FL 32082

May 20, 2021

Heather C. Baker
Jackson County Attorney
401 Grindstaff Cove Rd., Suite A207
Sylva, North Carolina 28779

Re: Offer for Purchase of Surplus Real Property
Property Address and Description: WaterDance
Parcel ID: 7566-53-0505
Lot Size: 1.99 Acres

Dear Ms. Baker:

Please accept this letter as an official offer to purchase surplus land from Jackson County, NC. Enclosed you will find an Offer to Purchase and Contract for \$2,952.92, and a money order in the amount of \$147.65, representing 5% of the offer amount as Earnest Money for the abovementioned property.

Please make the Deed out to...
AGREVIVE, Inc.
100 Boardwalk Drive Unit 835
Ponte Vedra Beach, FL 32082

Should you have any questions, please do not hesitate to call or email.

Sincerely,

AGREVIVE, Inc.



Neil Hanekom, CEO

NH
Enclosure – Offer to Purchase and Sale
Binder Deposit

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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 North Carolina Body Politic

(b) "Buyer": AGREVIVE, Inc., a Florida corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: WaterDance
City: Tuckasegee Zip: 28783
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 _____, Block/Section _____, Subdivision/Condominium _____
as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7566-53-0505

Other description: 1.99 acres

Some or all of the Property may be described in Deed Book 2142 at Page 108

(d) "Purchase Price":

\$ 2,952.92

\$ _____

\$ 147.65

\$ _____

\$ _____

\$ _____

\$ _____

\$ 2,805.27

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
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 with this offer 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) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,
TIME BEING OF THE ESSENCE.
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).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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

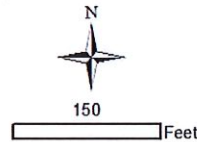
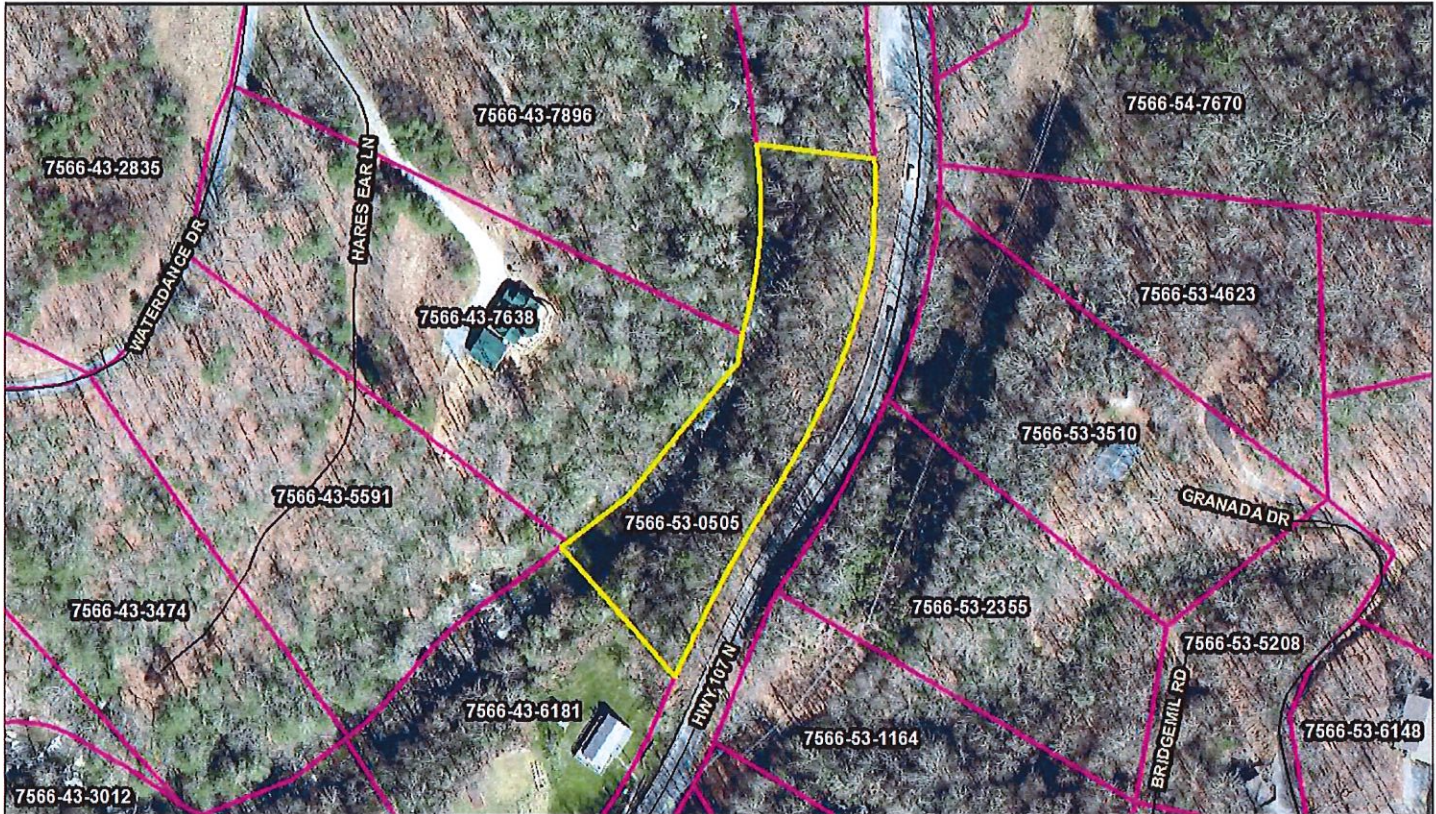


STANDARD FORM 2-T
Revised 7/2019
© 7/2019

Buyer's initials AA Seller's initials _____

Property Report for 7566-53-0505

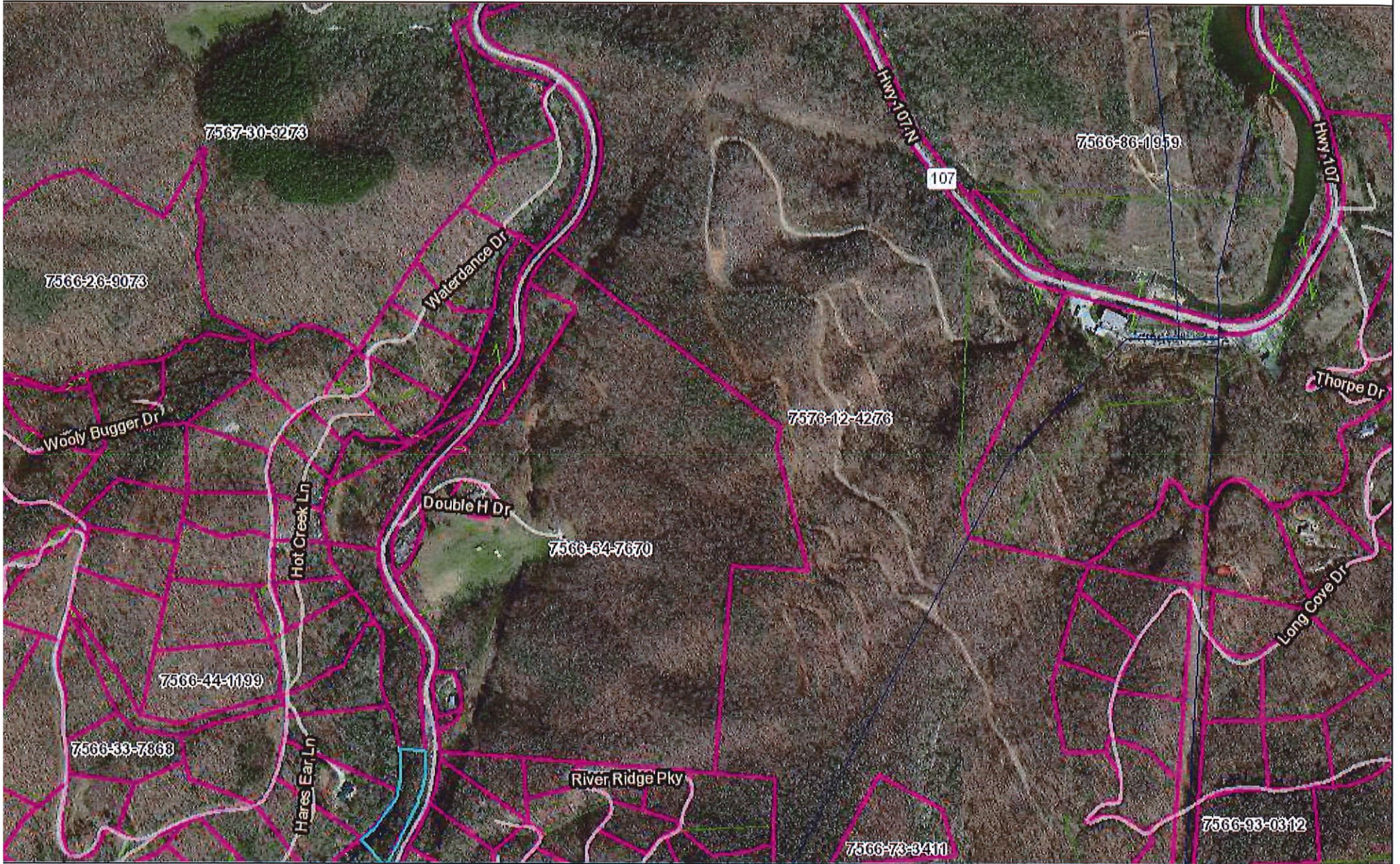
5/25/2021



"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 contents of this map.

<p>Parcel Information</p> <p>Parcel ID: 7566-53-0505 Parcel Address: NC 107 Neighborhood Name: RIVER Property Description: MOUNTAIN TRACTS/WATER DANCE Sale Date: 2016-06-20 Sale Price: \$0 Plat Reference: 13/66 Transferring Reference: 2142/108 Township: RIVER Assessed Acres: 1.99</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 5 MI Building Value: \$0 Land Value: \$37,610 Assessed Total Value: \$37,610</p> <p>Zoning Information</p> <p>Zoning District: None Zoning Area: None Jurisdiction: None</p>
--	--	---

Custom Jackson County, NC Property Map



- Centerlines
- arcel Lines
- Easement
- Hooks
- Leader Line
- Lot Line
- Subdivision
- ROW
- Parcels



0 0.0425 0.085 0.17
mi



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.



**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 PIN #7566-53-0505 containing approximately 1.99 acres in Waterdance. Being located in River Township as further described in Deed Book 2142, Page 108 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 \$2,952.92 as submitted by AGREVIVE, Inc.; and

WHEREAS, AGREVIVE, Inc., 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 AGREVIVE, Inc.

Adopted June 01, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

2

AGREVIVE, Inc.

Neil Hanekom
Phone (904) 263-2693
Neil@AGREVIVE.com

100 Boardwalk Drive #835
Ponte Vedra Beach, FL 32082

May 20, 2021

Heather C. Baker
Jackson County Attorney
401 Grindstaff Cove Rd., Suite A207
Sylva, North Carolina 28779

Re: Offer for Purchase of Surplus Real Property
Property Address and Description: 318 Lakeshore Drive/ Lot BB Waterfall Cove
Parcel ID: 7563-07-0359
Lot Size: 0.50 Acres

Dear Ms. Baker:

Please accept this letter as an official offer to purchase surplus land from Jackson County, NC. Enclosed you will find an Offer to Purchase and Contract for \$5,038.16, and a money order in the amount of \$251.91, representing 5% of the offer amount as Earnest Money for the abovementioned property.

Please make the Deed out to...
AGREVIVE, Inc.
100 Boardwalk Drive Unit 835
Ponte Vedra Beach, FL 32082

Should you have any questions, please do not hesitate to call or email.

Sincerely,

AGREVIVE, Inc.



Neil Hanekom, CEO

NH
Enclosure – Offer to Purchase and Sale
Binder Deposit

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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 North Carolina Body Politic

(b) **"Buyer":** AGREVIVE, Inc., a Florida corporation

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: 318 Lakeshore Drive / Description: Lot BB Waterfall Cove
City: Cullowhee Zip: 28723
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 _____, Block/Section _____, Subdivision/Condominium _____
as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7563-07-0359

Other description: 0.50 acres

Some or all of the Property may be described in Deed Book 2182 at Page 1555

(d) **"Purchase Price":**

\$ 5,038.16

\$ _____

\$ 251.91

\$ _____

\$ _____

\$ _____

\$ _____

\$ 4,786.25

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
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 with this offer 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) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,
TIME BEING OF THE ESSENCE.
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).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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

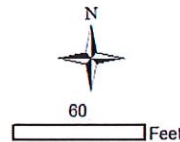
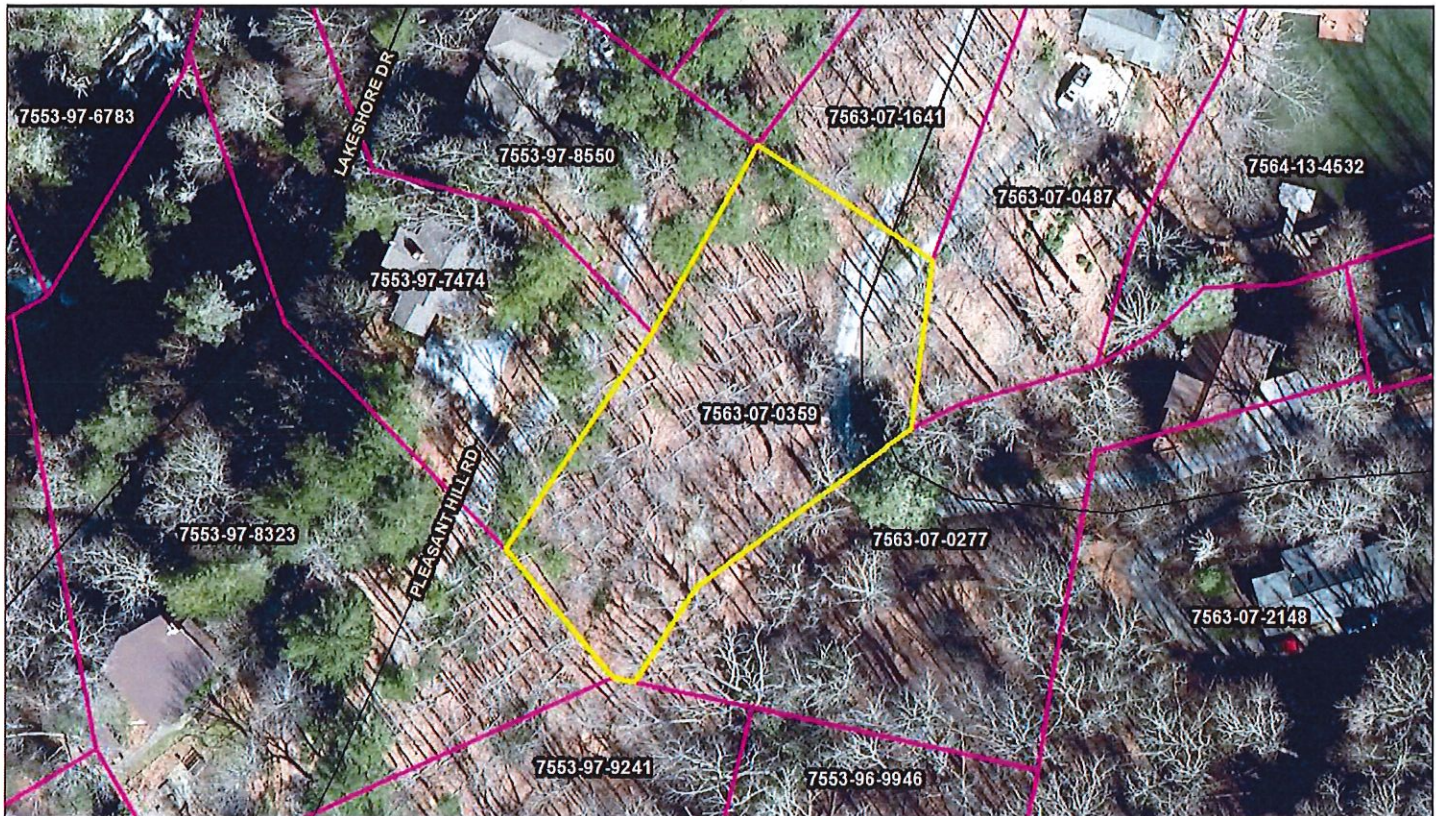


STANDARD FORM 2-T
Revised 7/2019
© 7/2019

Buyer's initials AA Seller's initials _____

Property Report for 7563-07-0359

5/25/2021



***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 contents of this map.

Parcel Information

Parcel ID: 7563-07-0359
 Parcel Address: 318 LAKESHORE DR
 Neighborhood Name: WATER FALL COVE
 Property Description: LT BB WATERFALL COVE
 Sale Date: 2017-02-13
 Sale Price: \$0
 Plat Reference: 8/127
 Transferring Reference: 2182/1555
 Township: HAMBURG
 Assessed Acres: 0.5

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: \$76,500
 Assessed Total Value: \$76,500

Zoning Information

Zoning District: None
 Zoning Area: None
 Jurisdiction: None

Custom Jackson County, NC Property Map



- | | | |
|--|---|---|
|  Address Points |  Hooks |  Parcels |
|  Centerlines |  Leader Line | |
| arcel Lines |  Lot Line | |
|  Easement |  Subdivision ROW | |



0 0.005 0.01 0.02
mi



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.



**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 PIN #7563-07-0359 containing approximately 0.50 acre, Lot BB, Waterfall Cove. Being located in Hamburg Township as further described in Deed Book 2182, Page 1555 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 \$5,038.16 as submitted by AGREVIVE, Inc.; and

WHEREAS, AGREVIVE, Inc., 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 AGREVIVE, Inc.

Adopted June 01, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

3

AGREVIVE, Inc.

Neil Hanekom
Phone (904) 263-2693
Neil@AGREVIVE.com

100 Boardwalk Drive #835
Ponte Vedra Beach, FL 32082

May 20, 2021

Heather C. Baker
Jackson County Attorney
401 Grindstaff Cove Rd., Suite A207
Sylva, North Carolina 28779

Re: Offer for Purchase of Surplus Real Property
Property Address and Description: Lot FF Pleasant Hill Road/ Lot FF Waterfall Cove
Parcel ID: 7563-07-0074
Lot Size: 0.58 Acres

Dear Ms. Baker:

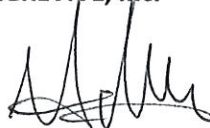
Please accept this letter as an official offer to purchase surplus land from Jackson County, NC. Enclosed you will find an Offer to Purchase and Contract for \$2,320.12, and a money order in the amount of \$116.01, representing 5% of the offer amount as Earnest Money for the abovementioned property.

Please make the Deed out to...
AGREVIVE, Inc.
100 Boardwalk Drive Unit 835
Ponte Vedra Beach, FL 32082

Should you have any questions, please do not hesitate to call or email.

Sincerely,

AGREVIVE, Inc.



Neil Hanekom, CEO

NH
Enclosure – Offer to Purchase and Sale
Binder Deposit

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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 North Carolina Body Politic

(b) "Buyer": AGREVIVE, Inc., a Florida corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: Lot FF Pleasant Hill Road / Description: Lot FF Waterfall Cove
City: Cullowhee Zip: 28723
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 _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7563-07-0074

Other description: 0.58 acres

Some or all of the Property may be described in Deed Book 2182 at Page 1555

(d) "Purchase Price":

\$ 2,320.12
\$ _____
\$ 116.01

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
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 with this offer 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) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

\$ _____

TIME BEING OF THE ESSENCE.
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).

\$ _____

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

\$ 2,204.11

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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

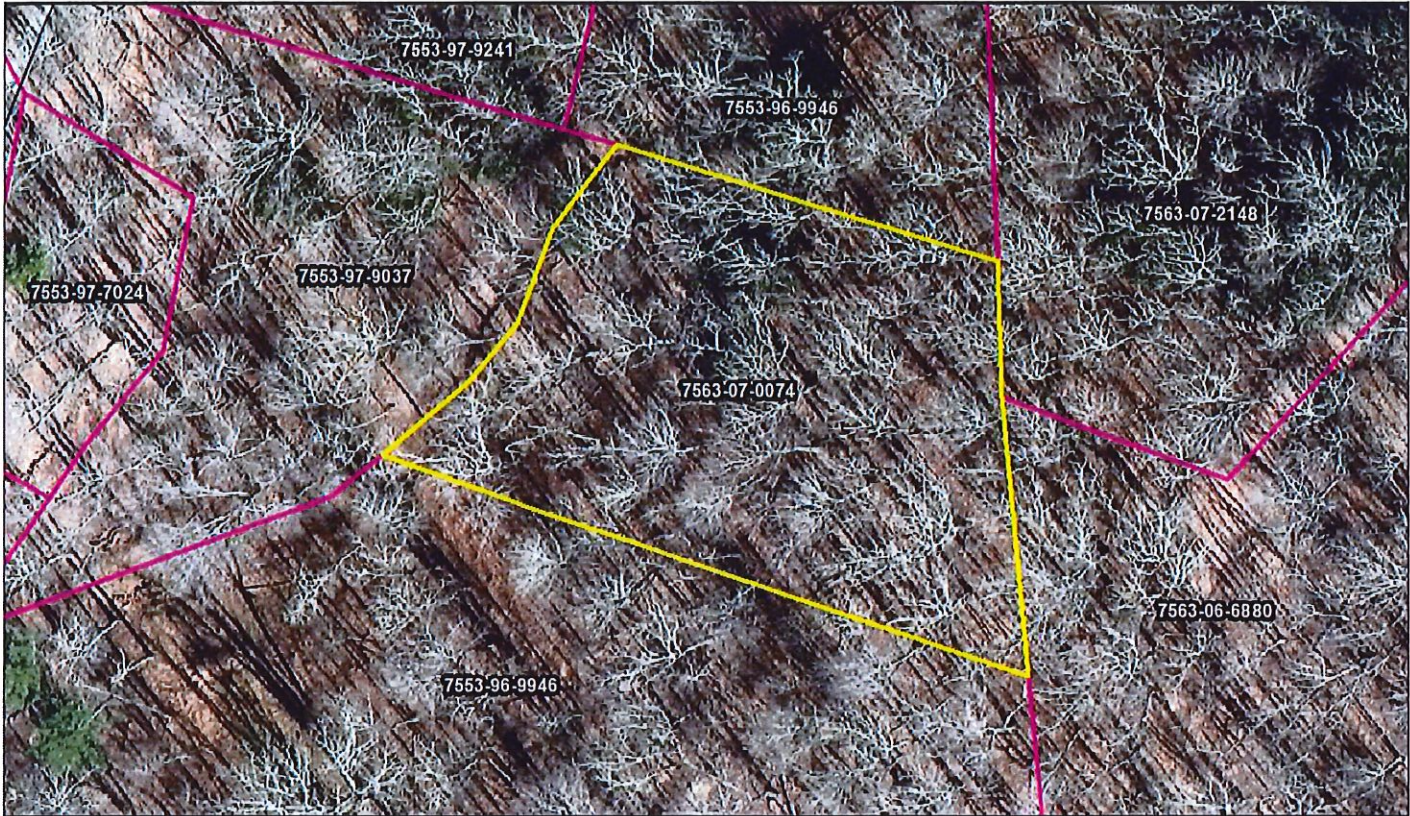


STANDARD FORM 2-T
Revised 7/2019
© 7/2019

Buyer's initials JA Seller's initials _____

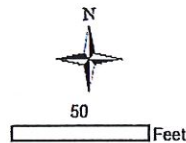
Property Report for 7563-07-0074

5/25/2021



— Centerlines

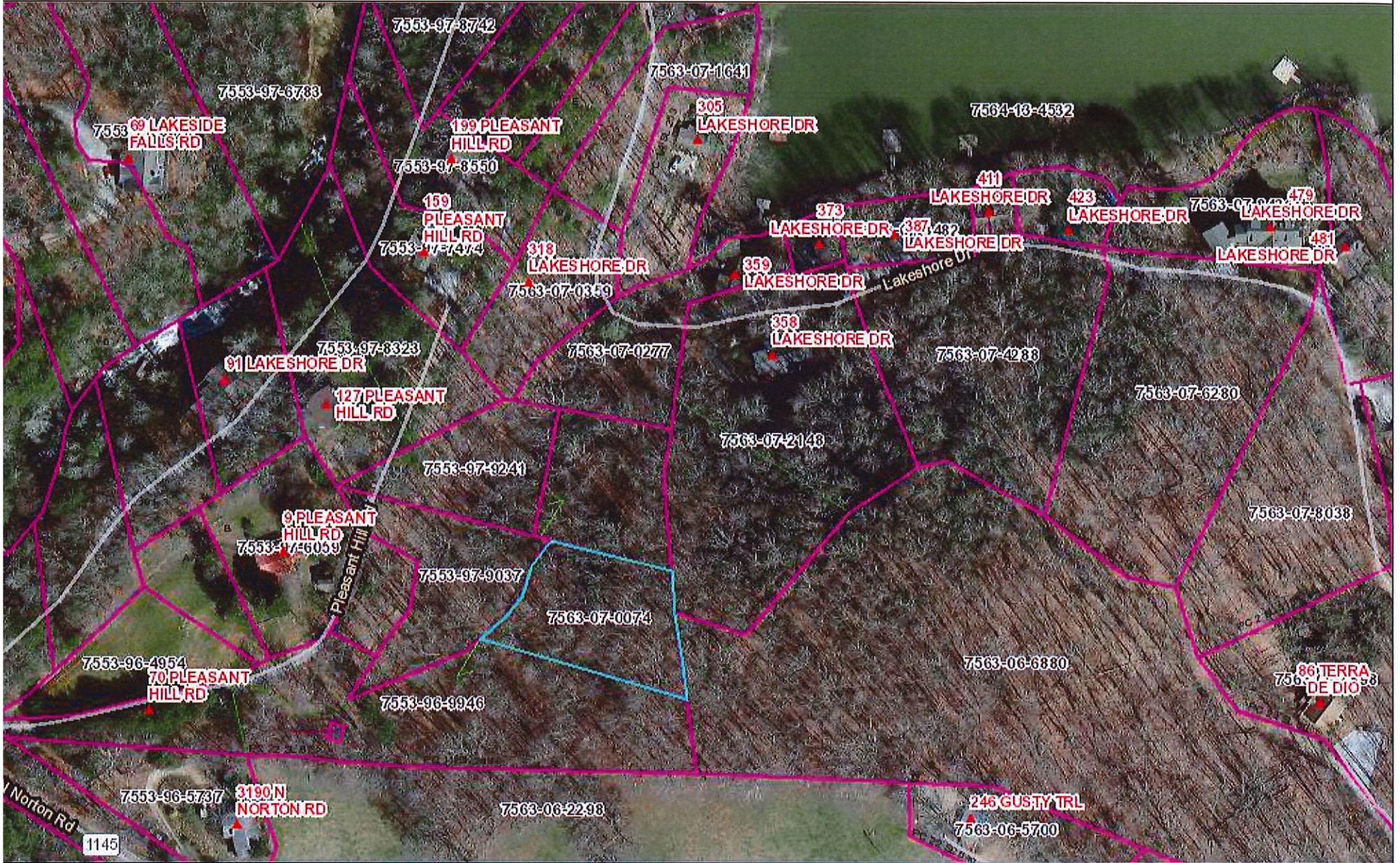
▭ Parcels



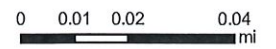
"WARNING: THIS IS NOT A SURVEY!" This map is prepared for inventory of real property within Jackson County. It is compiled from recorded deeds, plats, and public data records. Users of this map are hereby notified that the aforementioned public information sources should be consulted for verification.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

<p>Parcel Information</p> <p>Parcel ID: 7563-07-0074 Parcel Address: LT FF PLEASANT HILL RD Neighborhood Name: WATER FALL COVE Property Description: LT FF WATERFALL COVE Sale Date: 2017-02-13 Sale Price: \$0 Plat Reference: 11/272 Transferring Reference: 2182/1555 Township: HAMBURG Assessed Acres: 0.58</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 5 MI Building Value: \$0 Land Value: \$42,000 Assessed Total Value: \$42,000</p> <p>Zoning Information</p> <p>Zoning District: None Zoning Area: None Jurisdiction: None</p>
---	--	---

Custom Jackson County, NC Property Map



- ▲ Address Points
- Hooks
- Parcels
- Centerlines
- Leader Line
- Parcel Lines
- Lot Line
- Easement
- Subdivision
- ROW



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.



**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 PIN #7563-07-0074 containing approximately 0.58 acre, Lot FF, Waterfall Cove. Being located in Hamburg Township as further described in Deed Book 2182, Page 1555 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 \$2,320.12 as submitted by AGREVIVE, Inc.; and

WHEREAS, AGREVIVE, Inc., 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 AGREVIVE, Inc.

Adopted June 01, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

4

AGREVIVE, Inc.

Neil Hanekom
Phone (904) 263-2693
Neil@AGREVIVE.com

100 Boardwalk Drive #835
Ponte Vedra Beach, FL 32082

May 20, 2021

Heather C. Baker
Jackson County Attorney
401 Grindstaff Cove Rd., Suite A207
Sylva, North Carolina 28779

Re: Offer for Purchase of Surplus Real Property
Property Address and Description: LT 40 Black Rock Road
Parcel ID: 7655-60-6750
Lot Size: 5.70 Acres

Dear Ms. Baker:

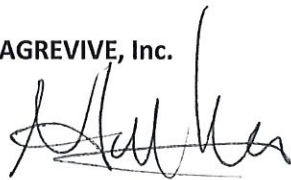
Please accept this letter as an official offer to purchase surplus land from Jackson County, NC. Enclosed you will find an Offer to Purchase and Contract for \$4,258.99, and a money order in the amount of \$212.95, representing 5% of the offer amount as Earnest Money for the abovementioned property.

Please make the Deed out to...
AGREVIVE, Inc.
100 Boardwalk Drive Unit 835
Ponte Vedra Beach, FL 32082

Should you have any questions, please do not hesitate to call or email.

Sincerely,

AGREVIVE, Inc.



Neil Hanekom, CEO

NH
Enclosure – Offer to Purchase and Sale
Binder Deposit

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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 North Carolina Body Politic
- (b) "Buyer": AGREVIVE, Inc., a Florida corporation
- (c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: & Description: LT 40 Black Rock Road
City: Sylva Zip: 28779
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 _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 7655-60-6750
Other description: 5.70 acres
Some or all of the Property may be described in Deed Book 2017 at Page 225

(d) "Purchase Price":

\$ 4,258.99
\$ _____
\$ 212.95
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ 4,046.04

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
 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 with this offer 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) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,
TIME BEING OF THE ESSENCE.
 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).
 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

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

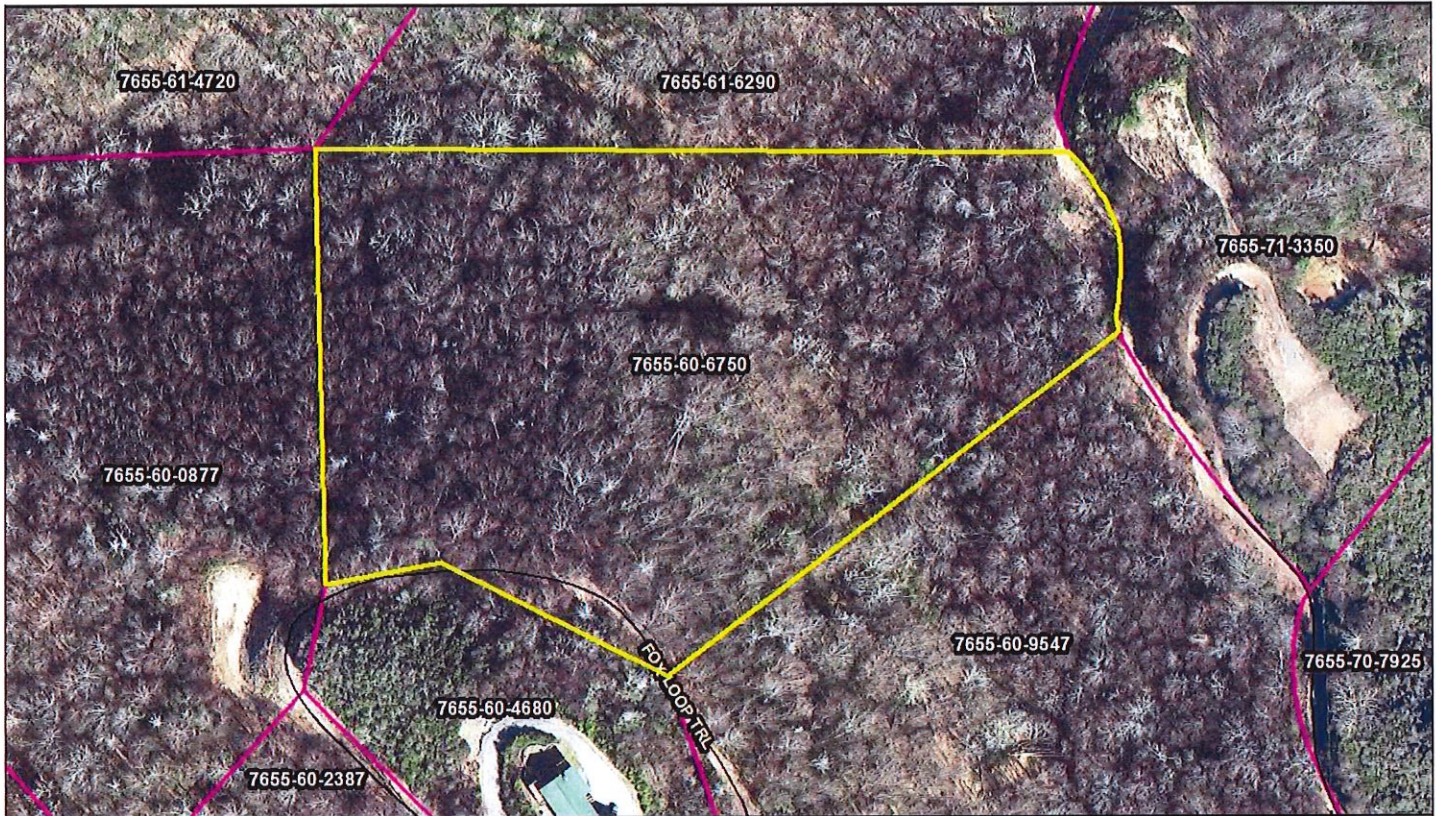


STANDARD FORM 2-T
Revised 7/2019
© 7/2019

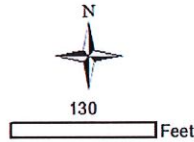
Buyer's initials HA Seller's initials _____

Property Report for 7655-60-6750

5/25/2021



— Centerlines
 [Pink Box] 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 contents of this map.

<p>Parcel Information</p> <p>Parcel ID: 7655-60-6750 Parcel Address: LT 40 BLACK ROCK RD Neighborhood Name: BLACK ROCK Property Description: LT 40 BLACK ROCK CK Sale Date: 2013-12-04 Sale Price: \$10,500 Plat Reference: 5/157 Transferring Reference: 2017/225 Township: QUALLA Assessed Acres: 5.7</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: QUALLA PC 10 Building Value: \$0 Land Value: \$48,690 Assessed Total Value: \$48,690</p> <p>Zoning Information</p> <p>Zoning District: None Zoning Area: None Jurisdiction: None</p>
---	--	--

Custom Jackson County, NC Property Map



- Centerlines
- Parcel Lines
- Easement
- Hooks
- Leader Line
- Lot Line
- Subdivision ROW
- Parcels



0 0.0425 0.085 0.17 mi



WARNING: THIS IS NOT A SURVEY!
 This map is prepared for inventory of real property within Jackson County. It is compile 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 certain property, being all of PIN #7655-60-6750 containing approximately 5.70 acre, Lot 40, Black Rock. Being located in Qualla Township as further described in Deed Book 2017, Page 225 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 \$4,258.99 as submitted by AGREVIVE, Inc.; and

WHEREAS, AGREVIVE, Inc., 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 AGREVIVE, Inc.

Adopted June 01, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

5

AGREVIVE, Inc.

Neil Hanekom
Phone (904) 263-2693
Neil@AGREVIVE.com

100 Boardwalk Drive #835
Ponte Vedra Beach, FL 32082

May 20, 2021

Heather C. Baker
Jackson County Attorney
401 Grindstaff Cove Rd., Suite A207
Sylva, North Carolina 28779

Re: Offer for Purchase of Surplus Real Property
Property Address and Description: TR 1 Soapstone Drive/ TR 1 Off Rufus Robinson
Parcel ID: 7632-32-6502
Lot Size: 5.65 Acres

Dear Ms. Baker:

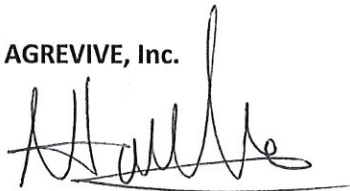
Please accept this letter as an official offer to purchase surplus land from Jackson County, NC. Enclosed you will find an Offer to Purchase and Contract for \$4,079.40, and a money order in the amount of \$203.97, representing 5% of the offer amount as Earnest Money for the abovementioned property.

Please make the Deed out to...
AGREVIVE, Inc.
100 Boardwalk Drive Unit 835
Ponte Vedra Beach, FL 32082

Should you have any questions, please do not hesitate to call or email.

Sincerely,

AGREVIVE, Inc.



Neil Hanekom, CEO

NH

Enclosure – Offer to Purchase and Sale
Binder Deposit

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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 North Carolina Body Politic

(b) "Buyer": AGREVIVE, Inc., a Florida corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: TR 1 Soapstone Drive / Description: TR 1 Off Rufus Robinson
City: Sylva Zip: 28779
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 _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7632-32-6502

Other description: 5.65 acres

Some or all of the Property may be described in Deed Book 2231 at Page 843

(d) "Purchase Price":

\$ 4,079.40

\$ _____

\$ 203.97

\$ _____

\$ _____

\$ _____

\$ _____

\$ 3,875.43

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
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 with this offer 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) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,
TIME BEING OF THE ESSENCE.
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).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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

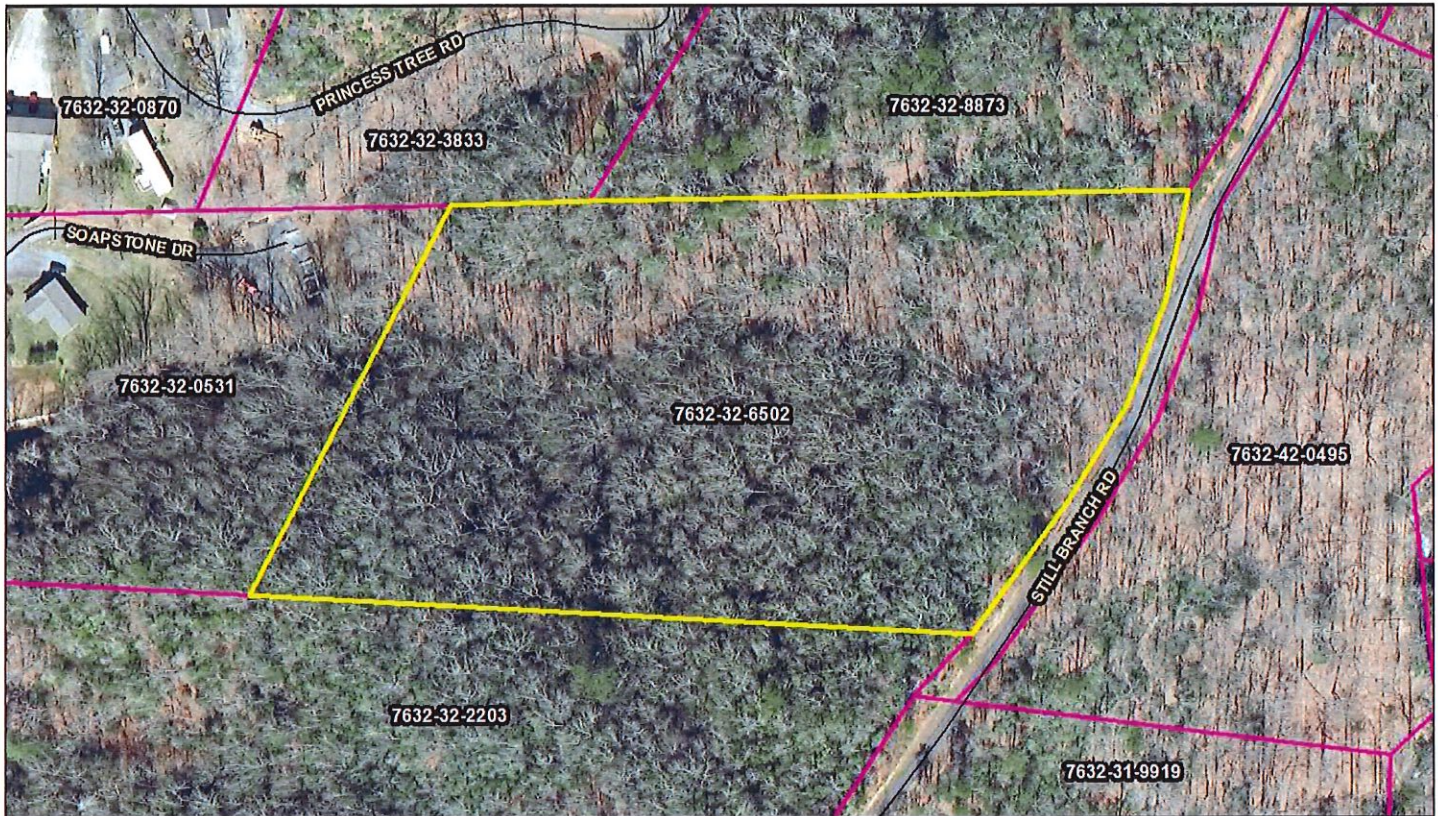


STANDARD FORM 2-T
Revised 7/2019
© 7/2019

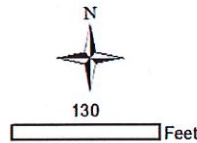
Buyer's initials JA Seller's initials _____

Property Report for 7632-32-6502

5/25/2021



— Centerlines
 □ 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 contents of this map.

Parcel Information

Parcel ID: 7632-32-6502
 Parcel Address: TR 1 SOAPSTONE DR
 Neighborhood Name: RUFUS ROBINSON
 Property Description: TR 1 OFF RUFUS ROBINSON
 Sale Date: 2019-02-05
 Sale Price: \$10,000
 Plat Reference: None
 Transferring Reference: 2231/843
 Township: DILLSBORO-RURAL
 Assessed Acres: 5.65

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

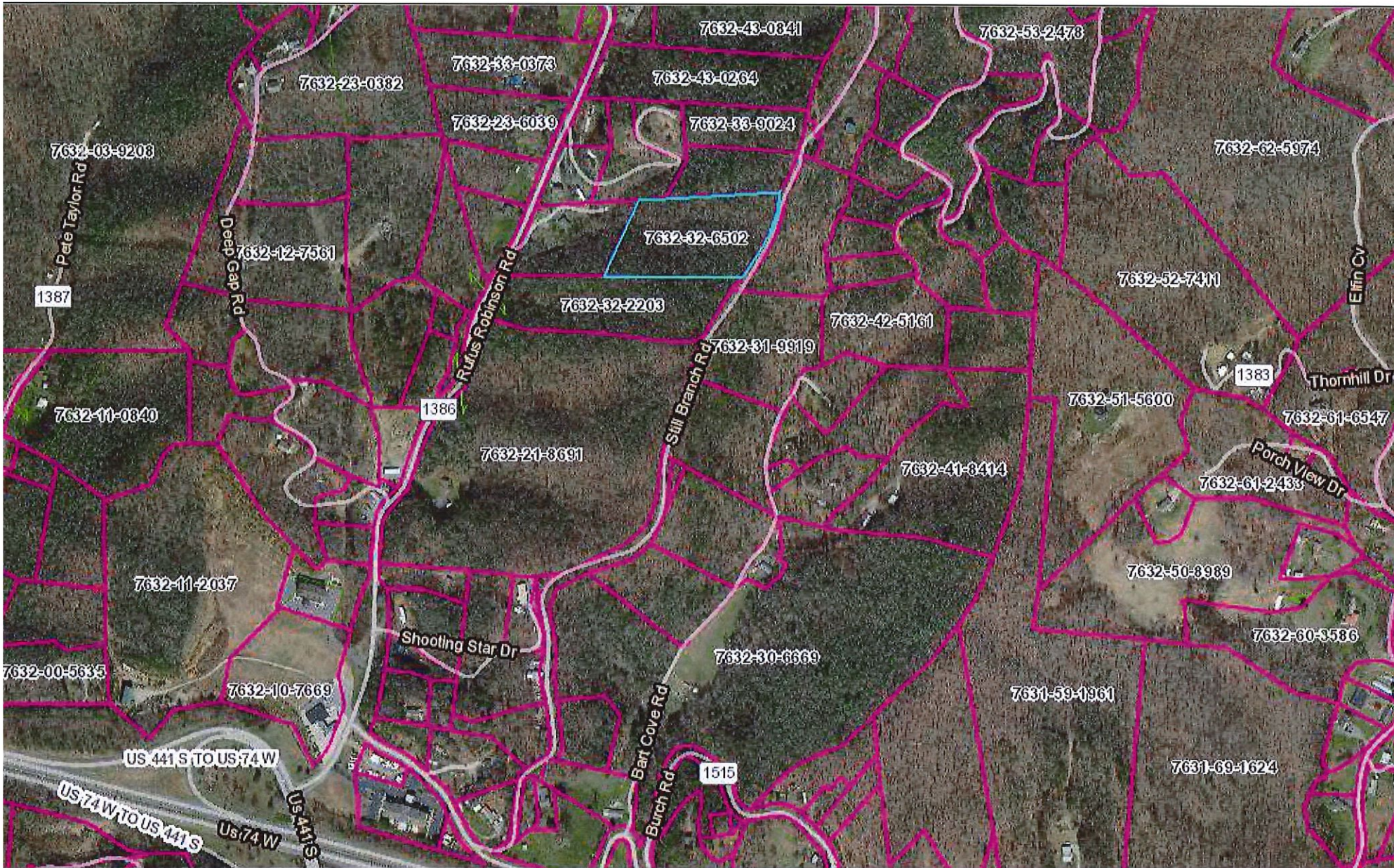
Tax/Value Information

Fire District: SYLVA 5 MI
 Building Value: \$0
 Land Value: \$47,300
 Assessed Total Value: \$47,300

Zoning Information

Zoning District: None
 Zoning Area: None
 Jurisdiction: None

Custom Jackson County, NC Property Map



- Centerlines
- Parcel Lines
- Easement
- Hooks
- Leader Line
- Lot Line
- Subdivision
- ROW
- Parcels



0 0.0425 0.085 0.17 mi



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 certain property, being all of PIN #7632-32-6502 containing approximately 5.65 acre, Tract 1 Soapstone Drive. Being located in Dillsboro-Rural Township as further described in Deed Book 2231, Page 843 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 \$4,079.40 as submitted by AGREVIVE, Inc.; and

WHEREAS, AGREVIVE, Inc., 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 AGREVIVE, Inc.

Adopted June 01, 2021.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board