



Heather Baker - Attorney &lt;heatherbaker@jacksonnc.org&gt;

---

**Fwd: Completed: BlackBearFalls/Offer to Purchase**

---

shark1007@aol.com &lt;shark1007@aol.com&gt;

Thu, Dec 12, 2019 at 5:43 PM

To: heatherbaker@jacksonnc.org, dawn@berlangahelms.com

Heather

I found the contract on the other lot we discussed lot in Black Bear Falls. We bought this one at 6K as attached.

Our plan is to buy a number of lots at the depressed prices then purchase a 202 acre parcel for development. Given the proximity to the casino, we intend to initially build maybe four homes for rentals. We believe the boon to the tax base in Jackson County would be significant if we can "kick start" this failed project. We feel that the appearance of new homes will cause folks to start building and will allow the development to flourish.

Accordingly, please consider this our offer to purchase the lot owned by the county for \$7,500.00 cash, quick closing. This would be helpful to us and a benefit to the county at the same time.

Should you have any questions, please contact myself or my wife, Dawn at 407-383-0724 or 407-373-9390 or by my email or hers Dawn@berlangahelms.com

We would like to be present when the matter is discussed by the Commissioners if possible to answer any questions. Thank you again for your kindness when we met. You do the county proud.

Respectfully Submitted

Roger Helms

-----Original Message-----from: Daniel Seay via DocuSign <dse\_na2@docusign.net>

To: Roger D Helms &lt;shark1007@aol.com&gt;

Sent: Tue, Dec 3, 2019 8:43 pm

Subject: Completed: BlackBearFalls

**DocuSign**

Your document has been completed

**VIEW COMPLETED DOCUMENTS**

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**

[Consult "Guidelines" (form 12G) for guidance in completing this form]

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

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

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

(a) **"Seller":** Wilmington Savings Fund Society dba Christiana Trust

(b) **"Buyer":** Roger D Helms, Dawn M Berlanga-Helms

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

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

Street Address: 314 Sparkling Falls

City: Cherokee

Zip: 28719

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 10, Block/Section \_\_\_\_\_, Subdivision/Condominium Black Bear Falls

\_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 7623-58-7066

Other description: Being a vacant lot 3.68 acres +/-

Some or all of the Property may be described in Deed Book 2216 at Page 1635

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

\$ 6,000.00

\$ \_\_\_\_\_

\$ 1,000.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 5,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

BY 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).

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

Page 1 of 12



This form jointly approved by:

North Carolina Bar Association

REALTOR® North Carolina Association of REALTORS®, Inc.

Buyer initials [Signature] Seller initials \_\_\_\_\_



STANDARD FORM 12-T

Revised 7/2019

© 7/2019



**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**

[Consult "Guidelines" (form 12G) for guidance in completing this form]

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

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

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

(a) **"Seller":** Scott Ford

(b) **"Buyer":** Roger Dean Helms, Dawn M. Berlanga-Helms

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

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

Street Address: Lot 32 Black Bear Falls

City: Cherokee

Zip: 28719

County: Jackson County, 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 32, Block/Section \_\_\_\_\_, Subdivision/Condominium Black Bear Falls, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 7623-66-5803

Other description: \_\_\_\_\_

Some or all of the Property may be described in Deed Book 1849 at Page 401

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

\$ 8,000.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 8,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

BY 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).

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

Page 1 of 12



This form jointly approved by:

North Carolina Bar Association

REALTOR® North Carolina Association of REALTORS®, Inc.

Buyer initials [Signature]

Seller initials [Signature]



STANDARD FORM 12-T

Revised 7/2019

© 7/2019

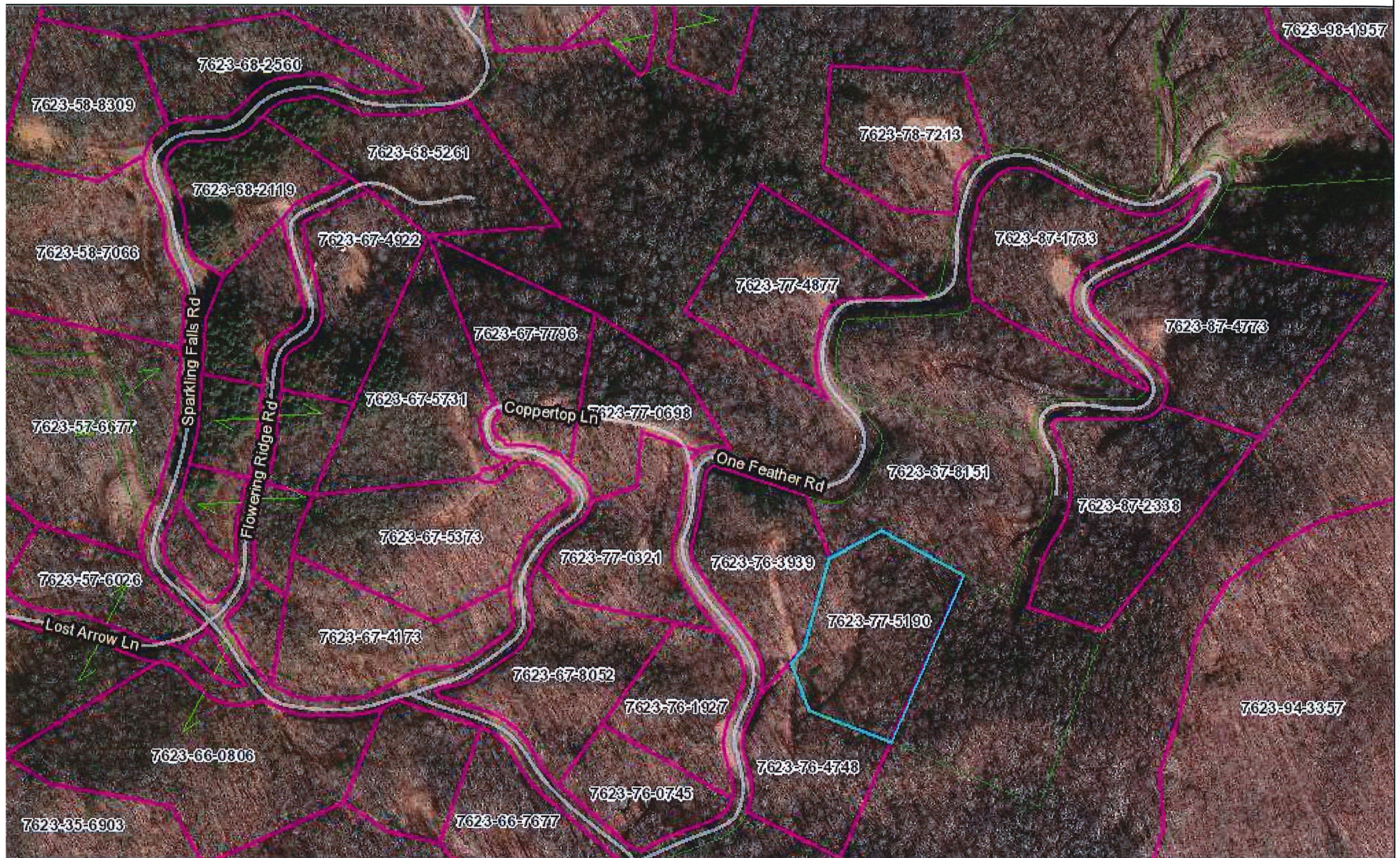


## County Properties Acquired Through Foreclosure

					<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	7566-01-8971	5,000	Babinski, David	Lt 31 Upper Glade	\$ 12,084.29	\$ -	10/2015	Offer to Purch
RG	7566-90-6362	25,000	Bailey, David	Lt 2 Ph 1 Trout Creek	\$ 6,820.00	\$ -	2/2019	
RG	7623-77-5190	42,930	Bayan, Nicole	Lt 27 Black Bear Falls	\$ 8,355.48	\$ 915.43	6/2015	
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	7545-47-0700	12,000	Carolina Land Trust	Lt 64 Ph 2 Bear Pen	\$ 8,700.00	\$ 47.20	3/2017	
RG	7545-47-0985	12,000	Carroll, Diane	LT 65 Wolf Knob Rd	\$ 12,417.17	\$ -	12/2018	
RG	7545-48-1117	12,000	Carroll, Diane	Lt 66 Wolf Knob Rd	\$ 13,144.83	\$ -	12/2018	
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	7566-02-3374	5,000	Dickey, David L., et. al.	Lt 41 Upper Glade	\$ 8,876.32	\$ 797.83	3/2015	Offer to Purch
RG	7566-02-8201	5,000	Dickey, David L., et. al.	Lt 38 Upper Glade	\$ 8,081.49	\$ 871.33	3/2015	Offer to Purch
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	
RG	7655-61-9670	30,800	Financial Technologies Mgt Ltd	Lt 43 Black Rock Rd	\$ 5,010.59		11/2013	Offer to Purch
RG	7545-76-3385	12,000	Gayer, Anna	Lt 1A Ph 1 Bear Pen	\$ 6,600.00	\$ 47.20	6/2016	
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	



# Web AppBuilder for ArcGIS



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



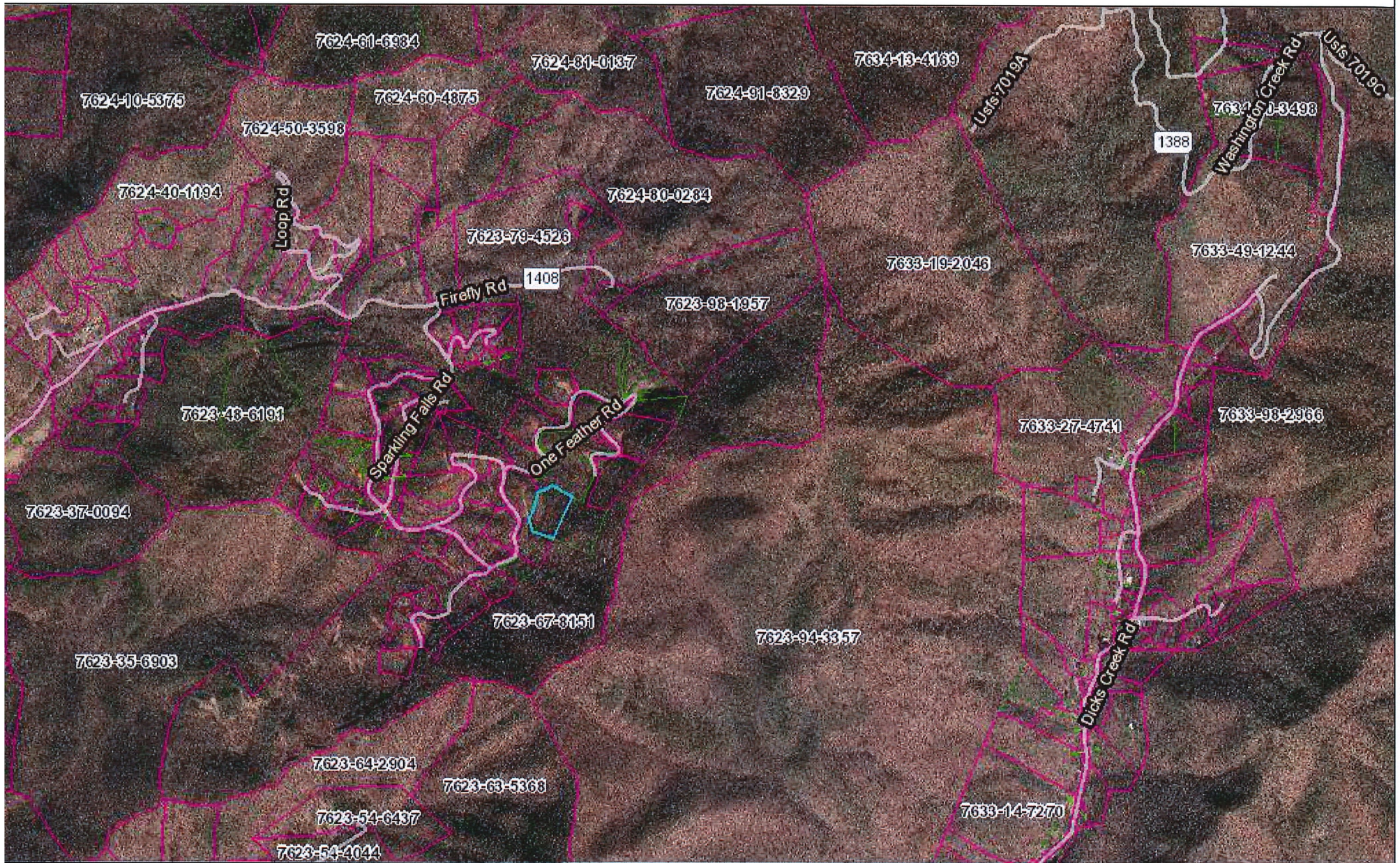
0 0.02 0.04 0.08  
mi



**\*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.



# Web AppBuilder for ArcGIS



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



0 0.075 0.15 0.3  
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 #7623-77-5190 containing approximately 2.60 acres, Lot 27, Black Bear Falls. Being located in Qualla Township as further described in Deed Book 2082, Page 352 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 \$7,500.00 as submitted by Roger D. Helms and Dawn M. Berlanga-Helms; and

**WHEREAS**, Roger D. Helms and Dawn M. Berlanga-Helms, 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 Roger D. Helms and Dawn M. Berlanga-Helms.

Adopted January 07, 2020.

JACKSON COUNTY BOARD OF COMMISSIONERS

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

Attest:

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