

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

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

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

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

(a) **"Seller":** COUNTY OF JACKSON

(b) **"Buyer":** ROGER A.PIHL and HOLLY D. PIHL, Trustees of the Roger A. Pihl and Holly D. Pihl Joint Revocable Living Trust U/A/D September 19, 2018.

(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: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 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)

**Lot 19 Frady Cove Estates**

The PIN/PID or other identification number of the Property is: **7539-57-4217**

Other description: **Jackson County obtained title via the tax foreclosure filed in County v. Mills, Jackson Co. File No. 14 CVS 679**

Some or all of the Property may be described in Deed Book 2142, Page 110

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

\$6,000  
 \$750  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$5,250

paid in U.S. Dollars upon the following terms:  
 BID BOND 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 \_\_\_\_\_, **TIME BEING OF THE ESSENCE** with regard to said date.  
 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)

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.



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

**WHEREAS**, the County of Jackson, hereafter County, owns certain property, being all of PIN #7539-57-4217 containing approximately 2.63 acres and being Lot 19 Frady Cove Estates, Webster Township as further described in Deed Book 2142, Page 110 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 \$6,000.00, submitted by Roger A. Pihl and Holly D. Pihl, Trustees of the Roger A. Pihl and Holly D. Pihl Joint Revocable Living Trust u/a/d September 19, 2018; and

**WHEREAS**, Roger A. Pihl and Holly D. Pihl, Trustees of the Roger A. Pihl and Holly D. Pihl Joint Revocable Living Trust u/a/d September 19, 2018, will pay the required five percent (5%) deposit on the offer prior to publication of the upset bid.

**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 A. Pihl and Holly D. Pihl, Trustees of the Roger A. Pihl and Holly D. Pihl Joint Revocable Living Trust u/a/d September 19, 2018.

Adopted May 21, 2019.

JACKSON COUNTY BOARD OF COMMISSIONERS

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

Attest:

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