

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": Charles Howe

(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 64 Phase 2, Bear Pen
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 64, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7545-47-0700

Other description: _____

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

(d) "Purchase Price": _____

\$ 8700

\$ _____

\$ 435

\$ _____

\$ _____

\$ _____

\$ _____

\$ 8265

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.

Page 1 of 15



This form jointly approved by:

North Carolina Bar Association

North Carolina Association of REALTORS®, Inc.

Buyer's initials CH Seller's initials _____



STANDARD FORM 2-T

Revised 7/2020

© 7/2020

OFFER TO PURCHASE AND CONTRACT
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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": Charles Howe

(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 65 Wolf Knab Rd

City: Cullowhee Zip: 29723

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: 7545-47-0985

Other description: _____

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

(d) "Purchase Price":

\$ 12,413.17

\$ _____

\$ 650

\$ _____

\$ _____

\$ _____

\$ _____

\$ 11,767.17

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.

Page 1 of 15



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

Buyer's initials CH Seller's initials _____



STANDARD FORM 2-T
Revised 7/2020
© 7/2020

OFFER TO PURCHASE AND CONTRACT
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(b) "Buyer": Charles Howe

(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 66 Wolf Knob Rd.

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: 7545-48-1117

Other description: _____

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

(d) "Purchase Price":

\$ 13,144.83

\$ _____

\$ 675

\$ _____

\$ _____

\$ _____

\$ _____

\$ 12,469.83

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.

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TIME BEING OF THE ESSENCE.

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

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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	Offer to Purch??
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	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	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	
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	
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	7556-54-4716	5,000	Mattarollo, Christopher	Lot 80 Twin Branch Way	\$ 13,610.00	\$ 20.17	6/2019	

Custom Jackson County, NC Property Map



- | | | |
|---------------------|-------------------|--------------------|
| ▲ Address Points | — Hooks | □ Parcels |
| — Centerlines | — Leader Line | □ Parcels |
| Parcel Lines | — Lot Line | □ Jackson Boundary |
| — Easement | — Subdivision ROW | |

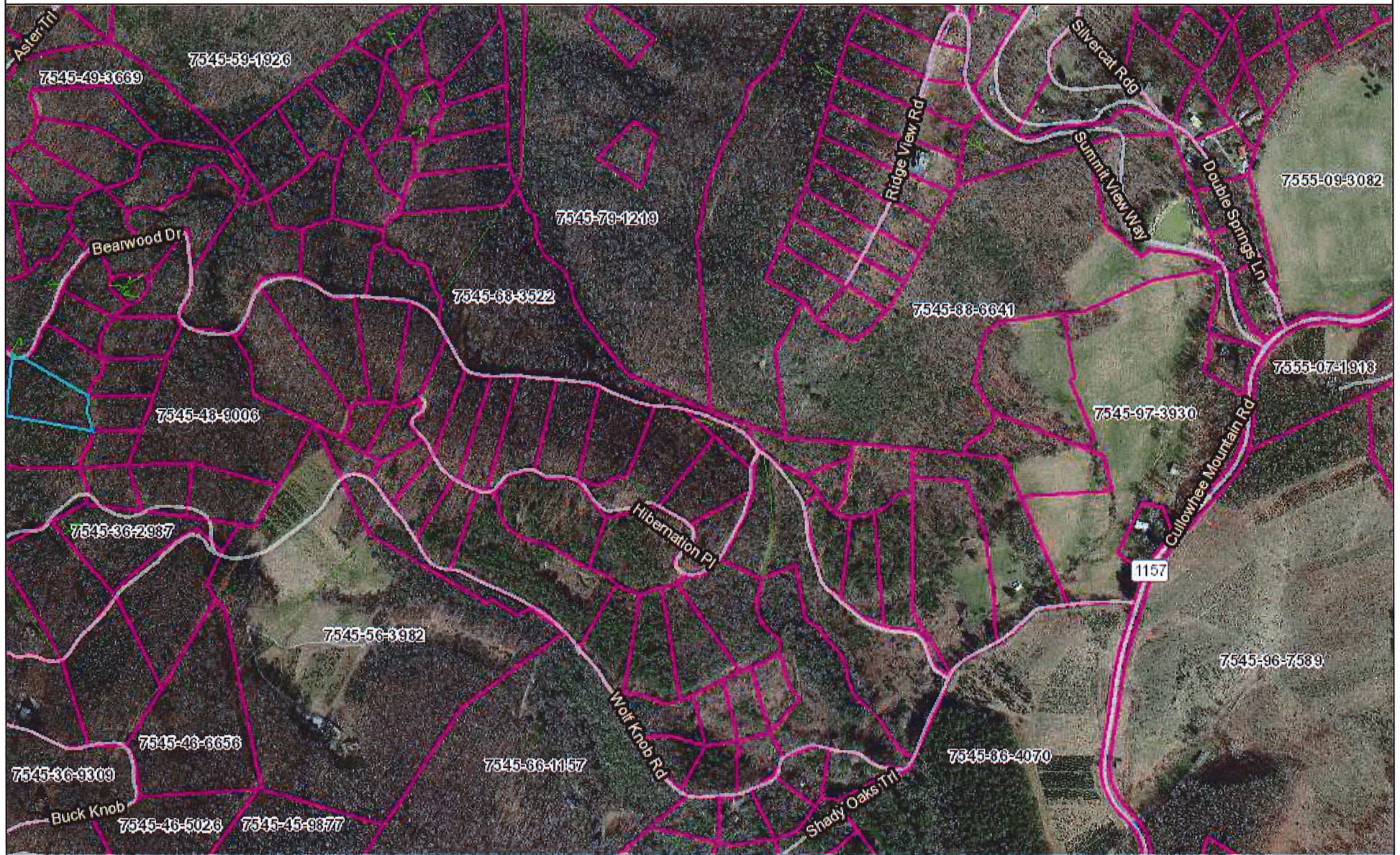


0 0.01 0.02 0.04
mi



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.

Custom Jackson County, NC Property Map



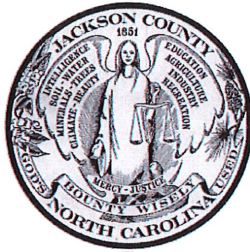
- | | | |
|--------------|-----------------|------------------|
| Centerlines | Leader Line | Parcels |
| Parcel Lines | Lot Line | Jackson Boundary |
| Easement | Subdivision ROW | |
| Hooks | Parcels | |



0 0.0425 0.085 0.17 mi



WARNING: THIS IS NOT A SURVEY!
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**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 #7545-47-0700 containing approximately 3.15 acres, Lot 64, Phase 2, Bear Pen. Being located in Mountain Township as further described in Deed Book 2185, Page 1818 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 \$8,700.00 as submitted by Charles Howe; and

WHEREAS, Charles Howe, has 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 Charles Howe.

Adopted November 03, 2020.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board



**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 #7545-48-1117 containing approximately 1.98 acres, Lot 66, Bear Pen. Being located in Mountain Township as further described in Deed Book 2228, Page 179 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 \$13,144.83 as submitted by Charles Howe; and

WHEREAS, Charles Howe, has 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.
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Adopted November 03, 2020.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board



**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 #7545-47-0985 containing approximately 1.96 acres, Lot 65, Bear Pen. Being located in Mountain Township as further described in Deed Book 2228, Page 179 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 \$12,417.17 as submitted by Charles Howe; and

WHEREAS, Charles Howe, has 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.
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BRIAN THOMAS MCMAHAN, Chairman

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