

**HAYWOOD COUNTY
OFFER TO PURCHASE AND CONTRACT
(OFFER SUBJECT TO UPSET BID PROCEDURES)
1585 Jonathan Creek Rd., Waynesville, NC 28785**

_____ as Buyer, hereby offers to purchase, and Haywood County, North Carolina, a body politic and corporate, and a subdivision of North Carolina, as Seller, upon the execution hereof as authorized by action of the Haywood County Board of Commissioners, agrees to sell and convey, all of that plat, piece or parcel of land described below, together with improvements, if any, located thereon ("the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the County of Haywood, State of North Carolina, being known as and more particularly described as:

Street address _____, Zip _____
Legal Description _____

2. OFFER/PURCHASE PRICE: The purchase price offered is \$ _____ and shall be paid as follows:

(a) \$ _____, representing a 5% deposit paid by _____ (bank certified check or money order) with the delivery of this Contract, to be held in escrow by Haywood County, until the sale is closed, at which time it will be credited to Buyer, or until this Contract is otherwise terminated and it is disbursed to Buyer.

(b) \$ _____, due diligence fee made payable and delivered to Seller.

(b) \$ _____, the balance of the purchase price in cash at closing. **At closing buyer agrees to pay for all advertising costs incurred by Haywood County during the upset bid process in addition to the purchase price offered in section 2 above.**

3. CONDITIONS: All the Standard Provisions on the REVERSE SIDE HEREOF shall apply to this Offer and Contract, unless expressly modified by Addendum to this instrument.

4. DURATION OF OFFER: This offer to purchase shall be effective for thirty (30) days from the date hereof. Following acceptance of this offer and execution by the Seller of the Purchase Contract, the parties shall remain bound hereby until for an additional _____ days as a due diligence period and closing shall occur before the expiration of such period.

5. CLOSING: County will pay for all required documentary transfer taxes, the usual Seller's document drafting and recording charges and all prorated general real estate taxes and assessments for the year in which the closing takes place. Buyer/bidder will pay for all required title insurance, required surveys, and customary document drafting and recording fees. The Deed is to be made to _____ and will be a Special Warranty Deed.

6. POSSESSION: Possession shall be delivered **immediately upon closing. This offer shall become a binding contract when signed by both Buyer and Seller.**

Buyer: _____ (SEAL) **Seller:** Haywood County

Address: _____ **By:** _____

Phone: _____

Email: _____

Haywood County Receipt of Bid Deposit:

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: _____

Haywood County

By: _____

HAYWOOD COUNTY OFFER TO PURCHASE AND CONTRACT

STANDARD PROVISIONS

1. DEPOSIT WITH OFFER: This offer, and the deposit sum paid by Buyer, is expressly conditioned upon the provisions for upset bidding set forth in N.C. General Statute 160A-269. In the event this offer is not accepted as a result of a qualifying upset bid being received, the Seller's rejection of any or all offers, the failure to satisfy any of the conditions hereof, or in the event of any breach of this contract by the Seller, then the deposit shall be returned to Buyer.

In the event this offer is accepted and the Buyer fails to close or otherwise breaches this Contract, then the deposit shall be forfeited, but such forfeiture shall not affect any other remedies available to the Seller for such breach.

2. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing:

- (a) Ad valorem taxes on real property due for the next fiscal year period, shall be paid by Buyer when closing is held between January 1st and June 30th (reference N.C.G.S. 105-285(d)).
- (b) Ad valorem taxes on personal property, if any, for the entire year shall be paid by Seller.
- (c) Rents, if any, for the Property shall be prorated to the date of closing.

3. FIRE AND OTHER CASUALTY: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

4. SOILS AND ENVIRONMENTAL CONDITIONS: Buyer and Seller acknowledge that the property is to be sold in "as is" condition, that no assurances or warranties are given by Seller as to the condition of the site, including any adverse conditions discoverable by soil studies or other subsurface investigations of the property. Seller and Buyer expressly agree that no environmental studies or investigations have been performed by the Seller incidental to the sale of the property; and that any such studies or investigations to be performed by the Buyer are the sole responsibility of the Buyer; and that the Buyer expressly release and discharges the Seller from any and all responsibility and liability resulting from surface, soils, ground water or other contamination or adverse environmental condition of the site, whatsoever.

5. DUE DILIGENCE: The deposit and due diligence fee may be made in a cashier's check, or certified check made payable to "Haywood County." The County will return the deposit and due diligence fee on any bid not accepted, and will return the same on an offer later upset by a higher bid. The County will retain the due diligence fee of any qualifying high bidder that withdraws their bid as allowed during the Due Diligence period, otherwise the fee will be applied to the purchase price. The County will return the deposit of the final high bidder at closing or apply it to the purchase price.

6. CONDITIONS:

- (a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
- (b) Title will be delivered at closing by Special Warranty Deed.

7. CLOSING EXPENSES: Seller agrees to prepare the proper Deed. Buyer shall pay for recorded the Deed and the preparation and recording of all other instruments if any, incidental to closing. **The winning bidder will be responsible for all advertising costs incurred by Haywood County during the upset bid process.**

8. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, Deeds, Notes and Deeds of Trust and easements relating to the Property.

9. ASSIGNMENTS: This contract may not be assigned without the written agreement of all parties, but if assigned by agreements, then this contract shall be binding on the assignee and his heirs and successors.

10. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. ENTIRE AGREEMENT: Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein in writing.