

**COUNTY OF CHATHAM
OFFER TO PURCHASE AND CONTRACT**

(OFFER SUBJECT TO UPSET BID PROCEDURE)

CHARLES K. EUBANKS AND WIFE, ELIZABETH A. EUBANKS as "Buyer", hereby offers to purchase, and the County of Chatham, a body politic and corporate of the State of North Carolina, as "Seller", upon the execution hereof as authorized by action of the County of Chatham Board of Commissioners, agrees to sell and convey, all of that plot, 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 Chatham, State of North Carolina, being known as and more particularly described as:

Street Address: US 64 East
Parcel No.: 73184

Legal Description: See Attached Exhibit A.

2. OFFER/PURCHASE PRICE: The purchase price offered is \$2,700.00 and shall be paid as follows:

(a) \$135.00, representing a 5% deposit paid by (CASH or CASHIER'S CHECK) with the delivery of this contract, to be held in escrow by the County of Chatham, 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 Seller.

(b) \$2,565.00, the balance of the purchase price in cash at closing. At closing buyer agrees to pay for all advertising costs incurred by the County of Chatham during the upset bid process in addition to the purchase price offered in section 2 above and the costs in Standard Provision 7.

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 for an additional forty-five (45) days and closing shall occur before the expiration of such period.


5. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title at a place designated by the Seller. The deed is to be made to CHARLES K. EUBANKS AND WIFE, ELIZABETH A. EUBANKS and will be a NON-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.

Date of Offer 10-19-2023

Buyer: CHARLES K. EUBANKS

Buyer's Signature 

Buyer: ELIZABETH A. EUBANKS

Buyer's Signature 

Address: PO Box 294, 1905 US 64 Business East Pittsboro, NC 27312

Phone: 919-548-2016

Email: libby-eubanks@yahoo.com

Date of Acceptance: _____
(Board Resolution Date)

Seller: COUNTY OF CHATHAM

By: _____

Title: _____

Receipt of Bid Deposit

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

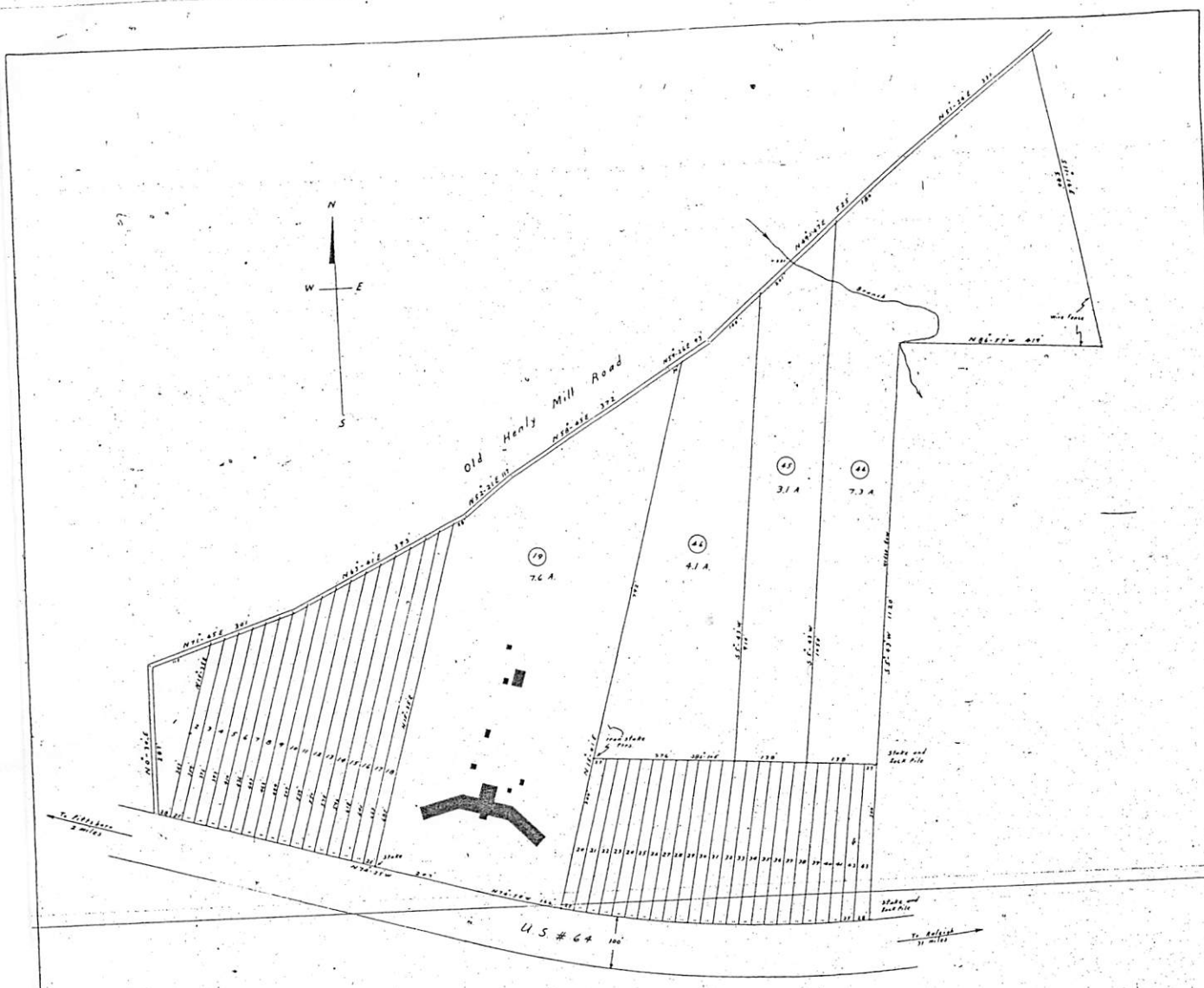
COUNTY OF CHATHAM

By: _____

Date: _____

EXHIBIT A

All of Lot 32 according to the plat entitled "Chatham County Home Property" dated April 1, 1947, recorded in Plat Book 2, Page 38, Chatham County Registry, and reference to which is hereby made for a more particular description.



Chatham County Home Property
 Located 2 miles East of Pittsboro, N. Car.
 Surveyed and Plotted 1 April 1947, By
 F.M. Carlisle, CE-Chapel Hill, N.C.
 Scale: 1 in = 100 ft.

6210
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May 6 3 P
38
F.M. Carlisle

North Carolina, Orange County
 I, F.M. Carlisle First being duly sworn, depose and
 say that the attached map was prepared by him from an actual
 survey of the premises made by him in April 1947
 and that the same is true and correct to the best of his knowledge
 and belief.
 Sworn to and subscribed before me this 23 day of
April 1947
 Notary Public
 My commission expires _____

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 by Seller 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 the responsibility of the Buyer:

(a) Ad valorem taxes on real property are the responsibility of the Buyer when closing is held between January 1 and June 30 (reference N.C.G.S 105-285(d)). With closings held between July 1 and December 31 the property will remain in tax exempt status until the next calendar year.

(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 soils 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 releases 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. **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 **NON-WARRANTY DEED**.

(c) The Property is being sold as-is, buyer beware, and it is the duty of Buyer to research the Property on its own. The information posted on the Chatham County Tax Office website (notice, property characteristics, structures, pictures, etc.) is for assistance only in the Buyer's research and due diligence process and cannot and should not be relied upon solely by Buyer.

6. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any charge in connection therewith unless specifically set forth in this contract.

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

8. **EVIDENCE OF TITLE:** Seller agrees to use its 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 after the written agreement of all parties hereto, then this contract shall be binding on the assignee and its 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 it 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.