

## **PROCEDURE FOR PURCHASING COUNTY OWNED PROPERTY**

**This is for informational purposes only. These guidelines and procedures are subject to change.**

1. You should acquire a copy of the tax map for the property in question and a copy of the deed to Vance County and bring it to the County Tax Administrator indicating your interest in purchasing the lot.
2. All departments may be notified of your interest in order to determine if there is any need for the property to be the County that would prevent it from being sold. This may take about three weeks.
3. **Prior to submitting an offer**, you may wish to obtain a title examination and a title opinion for the property to be conveyed. You may wish to consider retaining an attorney to assist you with this process. **The property will be conveyed by a non warranty deed**, which in most instances will be drafted by the County Attorney. If you choose to have your private attorney draft a non warranty deed at your own expense, you must provide a copy to the County Attorney for review prior to closing.
4. Your written offer to purchase and the greater of \$750 or 5% of the bid amount deposit must be submitted to the Clerk to the Board of County Commissioners. The name of the actual purchaser shall be disclosed on the offer to purchase.
5. Upon occasion the County may require that an appraisal and/or survey be done prior to forwarding your offer on to the full Board of County Commissioners. The cost of the appraisal and a survey, if required, must be paid by you.
6. IF the Commissioners approve of selling the property, a resolution detailing your offer and authorizing the advertisement of your bid for upset bids will be adopted. The upset bid period is ten days. The County reserves the right to reject all bids, including yours, after the final bids have been advertised.
7. Your offer will be advertised for upset bids pursuant to N.C.G.S. § 160A-269. The cost of the advertisement will be paid by you, in addition to your bid amount if you are the final successful bidder.
8. In the event of an upset bid, the property will be advertised again for upset bids, and you will have an opportunity to bid again.
9. After there are no upset bids within ten (10) days from the date it was last published, the final bid/offer will be presented to the Board of County Commissioners for final acceptance or rejection. If your bid is rejected, your deposit will be refunded to you. If your offer is accepted, the property will be deeded to you within 10 business days of receipt of the balance of the purchase price. The deed will be a **Non Warranty Deed**. You will have 30 days from the date the Commissioners accept your final bid amount to pay in full the final purchase price. All payments shall be made in certified funds or wire transfer.
10. If your offer is accepted, but you do not pay the balance of the purchase price within the 30 days of the final acceptance by the Commissioners, your bid deposit shall be deemed forfeited, and the County may entertain other offers for the purchase of the property and hold the defaulting bidder for any difference not realized on the subsequent sale.

**NORTH CAROLINA**

**VANCE COUNTY**

**OFFER TO PURCHASE**  
**COUNTY OWNED PROPERTY**

I, \_\_\_\_\_, (hereafter referred to as "Buyer"), hereby offers to purchase from Vance County, North Carolina (hereafter referred to as the "Seller"), in accordance with the following terms and conditions, all that tract, lot or parcel of land together with any improvements located thereon, in Vance County, North Carolina, being known as and more particularly described as follows:

**Vance County Register of Deeds Book \_\_\_\_\_ Page \_\_\_\_\_**  
**Street Address:** \_\_\_\_\_  
**Tax ID No.:** \_\_\_\_\_

1. **The Purchase Price:** The purchase price is \$ \_\_\_\_\_, plus the cost of publication as required by NCGS 160A-269, and shall be paid as follows:

a. \$ \_\_\_\_\_, (the greater of \$750 or 5% of the purchase price) in cash, cashier's check or certified funds as a deposit, with the delivery of this offer, to be held by the Vance County Attorney until the sale is closed at which time it will be credited to Buyer, or this agreement is otherwise terminated as herein provided.

b. \$ \_\_\_\_\_, plus the cost of publication, the balance of the purchase price, in cash, cashier's check or certified funds upon delivery of the Deed and the closing of this transaction.

2. **Conditions.**

a. Title will be delivered at closing by **Non-Warranty Deed**. Title to the property hereinabove described is subject to the following exceptions: liens, encumbrances, ad valorem taxes, assessments, zoning regulations, restrictive covenants, access, utility and or conservation easements, rights of others in possession, and other matters of record, and a requirement that the structure shall be brought into full compliance with City of Henderson Minimum Housing Code (for properties located within the city-ETJ jurisdiction) or Ordinance #33 - Existing Buildings (for properties located within the county's jurisdiction), and lawfully inhabited within one year of deed being recorded. Proof of full compliance shall be approved and documented by the appropriate city/county official(s). Violation of this requirement will subject current owner to \$100 per day assessment as additional consideration for purchase of property in violation of this condition by more than 90 days shall be subject to the property to be reverted back to the grantor upon request.

b. This offer is conditioned upon there being no proper upset bid submitted within a ten (10) day period after notice of Buyer's offer has been published in a local newspaper in accordance with N.C.G.S. § 160A-269, and final acceptance of this offer by the Board of Commissioners following the upset bid period.

c. Other Conditions: The buyer represents that all Ad Valorem Property Taxes owed by the buyer, or any business entity the buyer or the buyer's shareholders or members have an ownership interest in have been paid in full. The Board of County Commissioners reserves the right to reject all bids, including yours, in the resolution.

3. **Closing.** Each party hereby agrees to execute any and all documents or papers that may be necessary in connections with the transfer of title. Final settlement shall be made on or before 30 days following the resolution approving the final bid at a place designated by Seller with the Non Warranty Deed made out to \_\_\_\_\_.
4. **Possession.** Buyer takes the property subject to all then existing leases and rights of others in possession, if any, or other matters or exceptions to title.
5. **Deposit.** In the event this offer is not accepted, or in the event that any of the conditions hereby are not satisfied, or in the event of a breach of this contract by Seller, then the deposit shall be returned to the Buyer, and such return shall be the extent of Buyers remedies. In the event that Buyer withdraws this offer and fails to proceed with the execution of this agreement according to its terms for any reason, the Buyer hereby agrees to forfeit the deposit held by the County in Section 1 of this agreement. Said forfeiture shall not affect any other remedies available to Seller for such breach.
6. **New Loan.** Buyer shall be responsible for all charges made to Buyer with respect to any new loan obtained by Buyer, and Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.
7. **Closing Expenses.** Buyer shall pay for the first required legal advertisement for upset bids. At closing, Buyer shall pay for the preparation and recording of a deed, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing. In addition, Buyer may have prepared, at Buyer's option and sole expense, an appraisal, a survey of the property, the title examination and title opinion, or a termite inspection. The property shall be made available at reasonable times for Buyer to perform or to have performed the above-mentioned inspections.
8. **Assignments.** This offer may not be assigned without the written consent of all parties, but if the same is assigned by agreement, then the same shall be binding on the assignee and his/her heirs.
9. **Termination of Offer.** This offer shall be terminated if not acted upon by the Board of Commissioners within ninety (90) days of the date of this offer or upon being upset by a proper bid in accordance with N.C.G.S. § 160A-269. Seller reserves the right to reject this offer at any time.
10. **Condition of Improvements and Premises.** Seller makes no warranties or guarantees regarding the condition of the improvements on the property. Buyer takes the premises in "**AS IS**" condition without warranty from the Seller. Buyer stipulates that Buyer has had full opportunity to inspect the premises and Buyer stipulates that Buyer is accepting the improvements in "as is" condition. After title has been conveyed to Buyer, Buyer shall hold Seller harmless for any claims, suits, damages or causes of action resulting from an occurring on the property as a result of the condition of any of the improvements.
11. **Environmental.** Seller makes no representation of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under an applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section

101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. The purchaser shall be responsible for all environmental issues that may arise after the consummation of this contract, and further agrees to indemnify the Seller for all expenses arising out of any attempts by others to enforce any requirements of remediation or clean upon this seller. This duty shall survive the closing.

12. **Parties.** This contract shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular shall include the plural.
13. **Terminology.** As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
14. **Entire Agreement.** Buyer hereby acknowledges that he has inspected the above-described property, that no representation or inducements have been made other than those expressed herein, and that this contract contains the entire agreement between all parties hereto. All charges, additions, or deletions hereby must be in writing and signed by all parties.
15. **Counterparts.** This offer may be executed in two counterparts with an executed counterpart being retained by each party hereto.
16. **Governing Law & Forum.** This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Vance County, State of North Carolina.

Date of Offer: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Co-Buyer Signature

**BUYER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Buyer Phone#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

**Acknowledgment of Receipt of Deposit:**

I, \_\_\_\_\_, County Clerk or her designee, hereby acknowledge receipt of the deposit in the amount of \$ \_\_\_\_\_ as set forth herein in accordance with the terms hereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
Title Clerk to Board

**Acknowledgment of Receipt of Deposit from County Clerk**

I, Jonathan S. Care, County Attorney, hereby acknowledge receipt of the herein above referenced deposit in the amount of \$ \_\_\_\_\_ from the County Clerk, and shall hold the same in my Trust Account in accordance with the terms hereof.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Jonathan S. Care, County Attorney

Accepted by the Vance County Board of County Commissioners by vote in open session on \_\_\_\_\_.

Vance County Board of County Commissioners

\_\_\_\_\_  
Chairman