CONTRACT ROUTING FORM

1.	Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required. Department: Finance Office Department contract file name (use effective date): Eubanks_Finance_022024 Project Code: Click here to enter text.				
	Contract type: Contract Contracted Services/Goods: Property	Please Return Contract to: Name: Michele Peluso			
	Contract Component: Master Change Order Number/Addendum Number: Click here to enter text. Vendor Name: Charles K. Eubanks & Elizabeth A. Eubanks	Email:_Michele.Peluso@chathamco			
	Effective Date: 022024 Approved by: Commissioners	untync.govSpecial Instructions for Clerks			
	Date approved by the BOC: 12/18/23 Ending Date: Click here to enter a date. Total Amount: 2700	Office:			
2.	Department Head or his/her designee has read the contract in its entirety By:				
3.	County Attorney has reviewed and approved the contract Approved by County Attorney has reviewed and rejects the contract Reason:				
	This is an automatic renewal and does not require approval from the Cour	nty Attorney: Yes No			
	If this box is checked the County Attorney's Office has reviewed made needed changes to protect the County because the contract i and the services required by the County are not available from and	s a sole source contract			
4.	Technical/MIS Advisor has reviewed the contract if applicable. Yes	No⊠			
5.	Vendor has signed the contract. Yes No				
6.	A budget amendment is necessary before approval. Yes No lf budget amendment is necessary, please attach to this form.				
7.	Approval				
	Requires approval by the BOC - contracts over \$100,000.00. Follow Bo	pard submission guidelines.			
	Requires approval by the Manager – contracts \$100,000 or less.				
8.	Submit to Clerk.				
	Clerk's Office Only				
	Finance Officer has signed the contract The Finance Officer is not required to sign the contract				

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.

POSSESSION: Possession shall be delivered immediately upon closing. 6.

This offer shall become a binding contract when signed by both Buyer and Seller.
Date of Offer
Buyer: CHARLES K. EUBANKS Buyer's Signature Cham K Zum
Buyer: ELIZABETH A. EUBANKS Buyer's Signature Suzaheth A Suhanks
Address: 90 Bet 294, 1905 US 64 Business East Pittsbow, 42 27312 Phone: 919-548-2016 Email: 1ibhy-euhanks@yakoo.com
Date of Acceptance: 12 18 2023 (Board Resolution Date)
Seller: COUNTY OF CHATHAM
By: County Manager Dan La Montagne
Receipt of Rid Denosit

Receipt of Bid Deposit

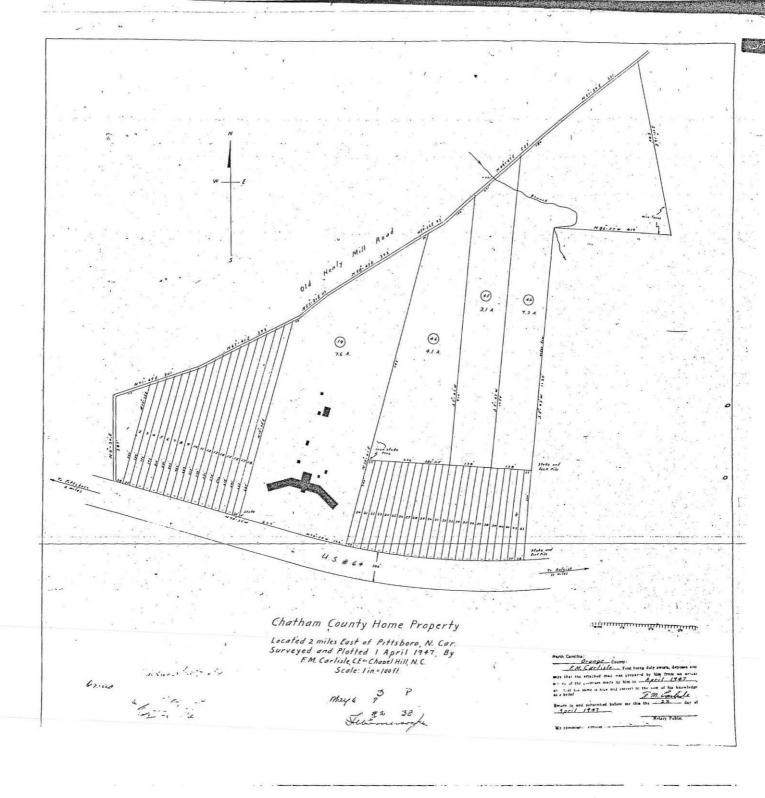
I hereby acknowledge receipt of the bid deposit herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

COUNTY OF CHATHAM

By: Date: County Manager Dan La Montagne

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.



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.

RESOLUTION AUTHORIZING SALE

OF US 64 PROPERTY

AND UPSET BID PROCESS

WHEREAS, the County of Chatham ("County") owns certain real property located at the north side of US 64 in Pittsboro, NC which is more particularly described as Tax Parcel 73184 (the "Property");

WHEREAS, said property is surplus to the needs of the County of Chatham; and

WHEREAS, North Carolina General Statute §160A-269 permits the County to sell property by upset bid, after receipt of an offer to purchase property; and

WHEREAS, the County received an offer from Charles and Elizabeth Eubanks ("Eubanks") to purchase the Property from the County for the amount of \$2,700.00; and

WHEREAS, Eubanks has provided a five percent (5%) deposit on the offer in the amount of \$135.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CHATHAM as follows:

- Said property is hereby declared to be surplus to the needs of the County of Chatham; and
- The County Board authorizes sale of the Property in accordance with the attached offer made by Eubanks subject to the upset bid procedure provided in North Carolina General Statute §160A-269.
- 3. The County Manager, through the Clerk to the Board shall cause 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.

- 4. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk shall open the bids if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Eubanks shall provide the Clerk with a deposit in the amount of \$135.00, which may be made in cash or cashier's check.
- 6. If a qualifying higher upset bid is received, the Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the County Board.
- 7. To be a qualifying higher bid, an upset bid must raise the existing offer (or subsequent higher upset bid) 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.
- 8. 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 or cashier's 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. The County will credit the deposit of the final high bidder at closing.
 - 9. The terms of the final sale are that:
- a. The County Board must approve the final high bidder offer before the sale is closed, which it will do at the next regular meeting after the final upset bid period has passed;
 and

- b. The buyer must pay with cash at the time of closing.
- 10. 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.
- 11. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted and the County Manager is authorized to execute the instruments necessary to convey the Property to Eubanks.

Adopted this 8 day of December, 2023.

COUNTY OF CHATHAM

Bv:

ATTEST:

Clerk

OFFICIAL SEAL SEAL SEAL

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that Mike Dasher personally appeared before me this day and acknowledged that he is Chairperson of the Chatham County Board of Commissioners, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by the Chairperson of its Board, and attested by Jenifer K Johnson as Clerk to the Board of Commissioners, and its official seal hereunto affixed.

Witness my hand and official stamp or seal, this <u>A</u> day of <u>March</u>, 2024.

Notary Public Printed Name: And

My Commission Expires: <u>September 26, 2024</u>

Notary Public Chatham County

The following items were approved at the 12.18.23 BOC Meeting:

23-5060	1	Agenda Item	Vote on a Request to Approve competitive bid exemption for sole source purchase with Superior Handling Equipment for a Mobile Dock Lift.
23-5044	1	Agenda Item	Vote on a Request to Approve the new Internal Purchasing Guidelines: Food Purchases.
23-5033	1	Agenda Item	Vote on a request to 1.) Accept the offer to purchase in the amount of \$2,700.00 for real property in ownership of Chatham County located on US 64 E, Parcel #73184; 2.) require the offeror to deposit five percent (5%) of the bid with the Clerk to the County Board of Commissioners; 3.) publish a notice of the offer, which notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder; and 4.) otherwise initiate and follow the "negotiated offer, advertisement, and upset bids" process in NC General Statute 160A-269.

Excise Tax: \$6.00

Mail after recording to: Grantee

This instrument was prepared by: Paul S. Messick, Jr., Gunn & Messick, PLLC, P.O. Box 880, Pittsboro, NC 27312

The property herein conveyed _____ includes or __X does not include the primary residence of a Grantor (NCGS \$105-317.2)

Tax Parcel No. 0073184

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED, made this ______ day of ______, 2024 between COUNTY OF CHATHAM, a body politic and corporate of the State of North Carolina, P.O. Box 1809, Pittsboro, NC 27312; hereinafter referred to as GRANTOR; and CHARLES K. EUBANKS and wife, ELIZABETH A. EUBANKS, P.O. Box 294, Pittsboro, NC 27312; hereinafter referred to as GRANTEE. The designation Grantor and Grantee as used herein shall include parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH

The Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Center Township, County, North Carolina and more particularly described as follows:

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.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

The property hereinabove described was acquired by Grantor by instrument recorded in Book, Page of the Chatham County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

COUNTY OF CHATHAM

CHATHA

By:

Name: Title:

ATTEST:

Clerk

OMB NO. 2502-

U.S. DEPARTMENT OF HOUSING & URBAN DEVELO	PMENT 6. FILE NUN	MBER: 7. LOAN NUMBER:	
SETTLEMENT STATEMENT	18607	GE INS CASE NUMBER:	
C NOTE: This form is furnished to all the same and the	ISW IEWASH TREESE		
C. NOTE: This form is furnished to give you a statemed learn marked "[POC]" were paid outside the	ent of actual settlement co e closing; they are shown i	sts. Amounts paid to and by the settlement agent are sho here for informational purposes and are not included in the 1.0 3/98 (EUBANKS, CHARLES & LIBB	iwn. totals. Y.PFD/18607/6)
D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRES	S OF SELLER: F. NAME AND ADDRESS	OF LENDER:
Chales K. Eubanks	County of Chatham		
Elizabeth A. Eubanks	P.O. Box 608		
P.O. Box 294 Pittsboro, NC 27312	Pittsboro, NC 27312		
PIIISD010, NC 27312			
G. PROPERTY LOCATION:	H. SETTLEMENTAGEN		I. SETTLEMENT DATE:
0.192 acre, US 64 East Pittsboro, NC 27312	GUNN & MESSICK, PLLC		M 1 4 0004
Chatham County, North Carolina	PLACE OF SETTLEMEN	Т	March 4, 2024
Tax Parcel No. 0073184			
Expression de describirations à l'associates dessions de la company de l	90 West Salisbury Street	- P.O. Box 880	
	Pittsboro, NC 27312		
J. SUMMARY OF BUYER'S TRANSA	CTION	K. SUMMARY OF SELLER'S TRAN	NSACTION
100. GROSS AMOUNT DUE FROM BUYER: 101. Contract Sales Price	2,700.00	400. GROSS AMOUNT DUE TO SELLER: 401. Contract Sales Price	2,700.00
102. Personal Property	2,700.00	402. Personal Property	2,700.00
103. Settlement Charges to Buyer (Line 1400)	1,067.00	403.	
104. Payoff Loan No.		404.	
105. Adjustments For Items Paid By Seller in advance		405.	
106. City/Town Taxes to	- I	Adjustments For Items Paid By Seller in adv 406. City/Town Taxes to	ance
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Reimb-public ad in newspaper	105.00		105.00
110. 111.		410. 411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	3,872.00	The state of the s	2,805.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	135.00	242 340 040 044 A 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
202. Principal Amount of New Loan(s) 203. Existing loan(s) taken subject to		502. Settlement Charges to Seller (Line 1400) 503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506. Deposit retained by seller	135.00
207.		507.	
208. Due Diligence Fee 209. Seller Credit		508. Due Diligence Fee 509. Seller Credit	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to 213.		512. Assessments to	
214.		513. 514.	
215.		515.	
216.		516.	
217.		517.	
218. 219.		518.	
219. 220. TOTAL PAID BY/FOR BUYER	125.00	519.	405.00
300. CASHAT SETTLEMENT FROM/TO BUYER:	135.00	520. TOTAL REDUCTION AMOUNT DUE SELLER 600. CASH AT SETTLEMENT TO/FROM SELLER:	135.00
301. Gross Amount Due From Buyer (Line 120)	3,872.00		2,805.00
302. Less Amount Paid By/For Buyer (Line 220)	(135.00		(135.00
303. CASH(X FROM)(TO)BUYER	3,737.00	603. CASH(X TO)(FROM) SELLER	2,670.00
The undersigned hereby acknowledge receipt of a comp Buyer	oleted copy of pages 1&2	of this statement & any attachments referred to herein.	

A.

ıyer	Seller County of Chatham
Chales K. Eubanks	BY:
Elizabeth A. Eubanks	

L. SETTLEMENT CHARGES				
700. TOTAL COMMISSION Based on Price \$ @ %	PAID FROM	PAID FROM		
Division of Commission (line 700) as Follows:	BUYER'S	SELLER'S		
701. \$ to	FUNDS AT	FUNDS AT		
702. \$ to	SETTLEMENT	SETTLEMENT		
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee % to 802. Loan Discount % to				
806. Commitment Fee to 807. Flood Certification Fee to				
808. Doc Proc Fee				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
902. Mortgage Insurance Premium for months to 903. Hazard Insurance Premium for 1.0 years to				
903. Hazard Insurance Premium for 1.0 years to 904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance @ \$ per				
1002. Mortgage Insurance @ \$ per				
1003. City/Town Taxes @ \$ per				
1004. County Taxes @ \$ per				
1005. Assessments @ \$ per				
1006. @ \$ per				
1007. @ \$ per				
1008. Aggregate Adjustment @ \$ per				
1100. TITLE CHARGES				
1101. Settlement Fee to				
1102. Attomey's Fee to GUNN & MESSICK, PLLC	1,000.00			
1103. Title Examination to				
1104. Ovemight Fees to GUNN & MESSICK, PLLC	35.00			
1105. E-Recording Fees to				
1106. to				
1107. to				
(includes above item numbers: 1108. Title Insurance to Investors Title Insurance Company				
(includes above item numbers:				
1109. Lender's Coverage \$				
1110. Owner's Coverage \$				
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$ 26.00; Mortgage \$; Releases \$	26.00			
1202. City/County Tax/Stamps: Deed Mortgage Mortgage	20.00			
1203. State Tax/Stamps: Revenue Stamps 6.00; Mortgage	6.00			
1204.	0.00			
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
	1			
1302. Pest Inspection to 1303.				
1304.				
1305.				
1000.	1			

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)

Certified to be a true copy.

Paul S. Messick, Jr.
Settlement Agent

1,067.00

FILE BALANCE SHEET

Buyer: Chales K. Eubanks Elizabeth A. Eubanks

Seller: County of Chatham

Settlement Agent: GUNN & MESSICK, PLLC

(919)542-3253

Place of Settlement: 90 West Salisbury Street - P.O. Box 880

Pittsboro, NC 27312

Settlement Date: March 4, 2024

Property Location: 0.192 acre, US 64 East

Pittsboro, NC 27312

Chatham County, North Carolina

Tax Parcel No. 0073184

	INCOMING FUNDS	
Chales K. Eubanks Elizabeth A. Eubanks		3,737.00
	Total Incoming Funds	3,737.00
	DISBURSEMENTS	
County of Chatham GUNN & MESSICK, PLLC Attorney's Fee Overnight Fees	Closing Proceeds Settlement Agents Fees 1,000.00 35.00	2,670.00 1,035.00
Chatham County Register of Deeds Recording Fees State Tax/Stamps	Government Charges 26.00 6.00	32.00
Number of checks - 3	Total Disbursements	3,737.00