

**COUNTY OF DUPLIN
SALE OF COUNTY-OWNED REAL PROPERTY
BIDDING INSTRUCTIONS**

Important Property Information: The County of Duplin makes no representations as to unforeseen circumstances on the property or exact property boundaries. **Properties are sold “as is, where is”**. It is up to the bidder to verify the property with regard to size, zoning, development potential, structural and mechanical issues, etc., to the extent the bidder is satisfied and understands what is being required.

County Owned Tracts – Put X Next to Parcel Number You Are Interested in Purchasing:

WARSAW TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address</u>
_____ Parcel 01-E174	412 S. Pine Street, Warsaw, NC
_____ Parcel 01-E251	111. E. George Street, Warsaw, NC
_____ Parcel 01-E260	Vacant land off SR 1347, Warsaw, NC
_____ Parcel 01-E270	420 S. Pine St., Warsaw, NC
_____ Parcel 01-2748	1 lot off Yancey St., Warsaw, NC

FAISON TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address</u>
_____ Parcel 02-E114	0.23 acres Shine Rd., Faison, NC
_____ Parcel 02-E150	Off Juniper Road Small Lot, Faison, NC
_____ Parcel 02-E092	60 x 60 lot off highway 1325, Faison, NC
_____ Parcel 02-1869 (02-E155)	Approximately 3.0 acres off Oliver Street, Faison, NC

SMITH TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address/Description</u>
_____ Parcel 06-1622	Lot off Narcie Turner Lane

CYPRESS CREEK TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address</u>
_____ Parcel 08-E089	1.130 acres off SR 1819 (Pickett Bay Rd)

ISLAND CREEK TOWNSHIP

_____ Parcel 09-E306	0.13 Acres off Hattie Bass Lane, Teachey, NC
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_____ Parcel 09-E307	Lot off Lane by Rockfish Church
_____ Parcel 09-E296	Off Old Teachey Road
_____ Parcel 09-E286	½ acre off 1102, Greenevers, NC
_____ Parcel 09-E294	0.352 acres off 1162, Bay Rd.
_____ Parcel 09-E315	Lot off Lane by Rockfish Church
_____ Parcel 09-1522	Approximately 1 acre off Carrtown Dr., Greenevers, NC

ROCKFISH TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address/Description</u>
_____ Parcel No. 10-1084	2 Lots off Cornith Church Rd.

ROSE HILL TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address/Description</u>
_____ Parcel 11-E109	Lot between West ST. & Pope Rd., Rose Hill, NC
_____ Parcel 11-E110	Lot in Boney & Boney Subdivision

MAGNOLIA TOWNSHIP

<u>Parcel No.</u>	<u>Physical Address/Description</u>
_____ Parcel 12-E071	817 Beasley Mill Rd., Magnolia, NC

Submitting a Bid for Purchase:

1. A bid for county-owned property must be submitted in writing on a **County of Duplin Offer to Purchase and Contract form** and must include a five percent (5%) bid deposit. *Please read the form, which includes standard provisions and restrictions.*
2. All bids must be made on the County of Duplin Offer to Purchase and Contract form provided by the County and placed in an envelope, along with the bid deposit, with the words “Sealed Bid” and the County Tract and Parcel Identification Number written on the envelope. Bids shall be delivered to the Duplin County Legal Department in care of Wendy L. Sivori, County Attorney, 114 E. Hill Street, Kenansville, N.C. 28349 or mailed to P.O. Box 966, Kenansville, NC 28349.
3. The written offer should be submitted with a five percent (5%) bid deposit in the form of cash, a cashier’s check, a certified check or money order payable to the County of Duplin. Offers without deposits will not be considered. Submit the

offer form and the bid deposit to the Duplin County Legal Department located at 114 E. Hill Street, Kenansville, N.C. 28349.

4. **The County of Duplin shall convey the property with a Quitclaim Deed.**

Read offer form for sales conditions and exhibit A

Inquiries about the property and the sale may be made in person at the Duplin Legal Department located at 114 E. Hill Street, Kenansville, N.C. or by telephone to (910) 372-9330 ext. 2 or ext. 3.

**EXHIBIT A
COUNTY OF DUPLIN
OFFER TO PURCHASE AND CONTRACT**

STANDARD PROVISIONS AND RESTRICTIONS

1. **DEPOSIT WITH OFFER:** This offer, and the deposit sum paid by Buyer, is expressly conditioned upon the provisions for Negotiated Offer, Advertisement and Upset Bids pursuant to North Carolina General Statute §160A-269. In the event this offer is not accepted as a result of 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 1 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 the seller; and

(c) Rents, if any, for the Property shall be prorated to the date of closing.

3. **AS-IS WHERE IS:** All properties are sold As Is, Where Is. The County does not warrant title and all sales shall be by Quitclaim Deed.

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. **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.

6. **CLOSING EXPENSES:** Seller agrees to prepare the property deed. Buyer shall pay for recording the deed and for preparation and recording of all other instruments, if any, incidental to closing.

7. **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 heir and successors.

8. **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.

9. **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.

10. **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.