

**Haywood County  
Bid Procedures for County Owned Real Property  
(Pursuant to N.C.G.S. § 160A-269)**

1. Information stated herein is subject to change.
2. Acreage amounts are based on Haywood County tax records and may not be accurate.
3. Bidders are encouraged to obtain a survey.
4. Bidders should research the property fully prior to making a bid and should consider retaining an attorney for a title opinion.
5. All properties have a suggested bid amount. Bids under the suggested amount must state in writing why the bid amount is lower than the suggested bid amount or the bid may be rejected.
6. The Board of County Commissioners may reject any or all bids for any lawful reason.

The County Manager or designee may list all or certain properties with a Realtor to broaden market coverage. The County Manager shall solicit prices from real estate firms with large volume of sales in Haywood County and may negotiate a competitive commission rate. Any offers received from the Realtor, must follow the remainder of this policy.

Once County real properties have been designated for sale, the following procedures will apply for a Negotiated Offer, Advertisement and Upset Bid pursuant to N.C.G.S. § 160A-269:

Offers to purchase real property must be submitted to the County Administration office on the Haywood County Offer to Purchase and Contract form. The offer must be equal to the suggested bid amount as stated on the property list. The offer to purchase must be accompanied by cash or Cashier's Check made payable to Haywood County in the amount of five percent (5%) of the bid amount.

As per N.C.G.S. § 160A-269, when a bid has been placed on County owned real property and a written offer is accepted and approved by the Board of County Commissioners, the bid is subject to the upset bid process and a Public Notice Ad is posted on our website and in a local newspaper. The winning bidder will be responsible for all advertising costs incurred by Haywood County during the upset bid process. The advertising costs will be added to the purchase price at closing of the subject property. This includes bids for both non-buildable and buildable lots.

Haywood County makes no representations as to unforeseen encumbrances on the property or exact property boundaries. Properties are sold "as is". The bidder must investigate the property for all liens, judgments, taxes, assessments, or other encumbrances that would attach to the property. Haywood County recommends that you consider retaining an attorney to do the research and provide you with a title opinion. The bidder has the responsibility to verify the property with regards to size, zoning, development potential, structural and mechanical, plumbing integrity, etc., to the extent the bidder is satisfied and understands what is being acquired.

**Submitting an Offer  
(Pursuant to N.C.G.S. § 160A-269)**

1. A qualified offer for county owned real property must be submitted in writing on the Haywood County Offer to Purchase and Contract form and must include a five percent (5%) bid deposit. All properties have a suggested bid amount or listing price. Bid amounts lower than the suggested amount must state in writing why the bid amount is lower than the suggested bid amount or substantially lower than the listing price. The County Manager may reject any and all bids received. Please read the entire two-page form, which includes standard provisions.
2. Haywood County conveyances are with a Non-Warranty Deed only and may have development restrictions imposed. Read the Offer to Purchase and Contract form for any sales conditions.
3. The written offer should be submitted with a five percent (5%) bid deposit in the form of cash or a Cashier's Check made payable to Haywood County. Offers without deposits will not be accepted for consideration.
4. Submit the completed and signed Offer to Purchase and Contract form to the Haywood County Administration office. Initial offers submitted are confidential and will be reviewed by the County Manager or designee prior to making a recommendation to the Board of County Commissioners.
5. One qualified offer will be selected by the County Manager or designee to be presented to the Board of County Commissioners for consideration and acceptance. If the Board of County Commissioners accepts the recommendation, the offer is subject to the statutory upset bid process per N.C.G.S. § 160A-269.
6. The successful bidder must present cash or a Cashier's Check for the entire balance due within twenty (20) days of the last day for receipt of upset bids. If the balance due is not paid within the twenty (20) day period, the total amount of the deposit is forfeited to the County and the offer is rejected. (An extension of up to thirty (30) days may be requested but must be approved at the discretion of the Board of County Commissioners.)
7. Upon payment of the balance in full, the matter shall be placed on the agenda of the next available meeting of the Board of County Commissioners for a resolution authorizing the Chairman to execute a Non-Warranty Deed to the successful bidder. The purchaser may pick up the Deed from the County Administration office after it has been executed. The purchaser shall be responsible for recording the Deed and all recording fees.

**HAYWOOD COUNTY  
OFFER TO PURCHASE AND CONTRACT  
(OFFER SUBJECT TO UPSET BID PROCEDURES)**

\_\_\_\_\_ 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 \_\_\_\_\_ (cash, 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) \$ \_\_\_\_\_, 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 for an additional forty-five (45) days as a due diligence period 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 Deed is to be made to \_\_\_\_\_ 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.**

**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 1<sup>st</sup> and June 30<sup>th</sup> (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 give 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. **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**.

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:** 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 theirs 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.

13. **OTHER:**

## Haywood County Real Property Upset Bid and Offer to Purchase

I, \_\_\_\_\_, hereby submit an upset bid and offer to purchase certain real property owned by Haywood County.

The current bid amount is \$\_\_\_\_\_ for property identified as:

Parcel Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

The upset bid for the above referenced property is \$\_\_\_\_\_ and attached hereto is a Cashier's Check or Cash in the amount of \$\_\_\_\_\_ as an upset bid deposit.

Per N.C.G.S. § 160A-269, each upset bid received must raise the advertised bid by ten percent (10%) of the first one thousand dollars and five percent (5%) of the remainder.

As example of this calculation is stated below:

Advertised Bid = \$100,000.00

- 10% of \$1,000.00 = \$ 100.00
- 5% of \$99,000.00 = \$4,950.00
- **Increase amount = \$5,050.00**

Add increase to advertised bid

- \$100,000.00 + \$5,050.00 = \$105,050.00

**Minimum** upset bid amount is \$105,050.00

Upset bid deposit = \$5,252.50

- 5% of \$105,050.00

Upon notification that my offer is accepted and there have been no further upset bids, the remaining balance will be paid in full by Cashier's Check or cash.

Haywood County will prepare a Non-Warranty Deed in the following name(s):

Grantee(s): \_\_\_\_\_

Bidder/Grantee understands that they are responsible for all expenses involved in recording the Deed. The winning bidder will be responsible for all advertising costs incurred during the upset bid process.

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**Upset Bid Procedures**  
**(Pursuant to N.C.G.S. § 160A-269)**

The upset bid must come in writing on a Haywood County Real Property Upset Bid and Offer to Purchase form and must include a five (5%) percent bid deposit in the form of a Cashier's Check or cash.

You may hand deliver or mail your upset bid and bid deposit to:

Haywood County Administration  
215 N. Main Street  
Waynesville, NC 28786

Haywood County will advertise the Haywood County Board of County Commissioners approved bid to the general public for a period of ten (10) days by way of a Public Notice. The ad will run in a local newspaper with general circulation and will state that the County will accept upset bids for a period of ten days. The highest qualified upset bid received, will be considered as an upset bid for purposes of a re-advertisement. That highest upset bid will then be advertised for a period of ten (10) days. This procedure of advertisement will be repeated until no upset bids are received. Upset bids received after the tenth day will not be accepted. Upset bids are to be submitted in writing on an Upset Bid and Offer to Purchase form and will be put in a sealed envelope. Upset bids will be opened and read at the end of the ten (10) day upset bid period.

Per N.C.G.S. § 160A-269, each upset bid received must raise the advertised bid by ten percent (10%) of the first one thousand dollars and five percent (5%) of the remainder.

As example of this calculation is stated below:

Advertised Bid = \$100,000.00

- 10% of \$1,000.00 = \$ 100.00
- 5% of \$99,000.00 = \$4,950.00
- **Increase amount = \$5,050.00**

Add increase to advertised bid

- \$100,000.00 + \$5,050.00 = \$105,050.00

**Minimum** upset bid amount is \$105,050.00

Upset bid deposit = \$5,252.50

- 5% of \$105,050.00