

### Bid Terms and Conditions

**Bidder offers to purchase the Property on the terms and conditions of this Offer** including any and all addenda attached hereto:

#### Section 1. Definitions

- (a) Bidder: Greensboro Battering Center
- (b) Seller: Guilford County, North Carolina
- (c) Property: 5009 A NC Highway 150 East, Brown Summit, NC 27214. Property shall mean that property described in **Exhibit A** attached hereto; also identified by tax parcel number 114067 and containing approximately 6.65 acres as is described in Deed Book 6067, Page No. 2613 as recorded in the Guilford County Registry of Deeds.
- (d) Bid Price shall mean the sum of 260,000.00 Dollars.
- (e) Deposit shall mean the sum of five percent (5%) of the Bid Price.
- (f) Closing shall mean the date of completion of this bid process as contemplated by Article 12 of Chapter 160A of the North Carolina General Statutes including any resulting conveyance. Closing shall occur on or before May 1, 2023 at 5:00 p.m. or any other date mutually agreed upon by the parties.
- (g) Examination Period shall mean the period beginning on the day the bid is accepted by the Board of County Commissioners and extending through March 31, 2023 at 5:00 p.m. or any other date and time mutually agreed upon by the parties.
- (h) Seller's Notice Address shall be as follows: Clerk to the Board of Commissioners, Post Office Box 3427, Greensboro, NC 27402

#### Section 2. Terms and Conditions

By submitting the bid, Bidder hereby agrees to the following terms and conditions:

1. Bidder agrees to buy the Property for the Bid Price and subject to the conditions contained herein.
2. Seller is not responsible for any Broker Fee, or any other related fee or expenditure. Buyer is responsible for Broker Fees of each kind, and any other related fee or expenditure.
3. Seller's obligations are conditioned on compliance with N.C.G.S. 160A-269, including without limitation a deposit of five percent (5%) of the purchase price with the Clerk to the Board of County Commissioners at the time of bid submittal, for handling and further disposition in accordance with N.C.G.S. 160A-269 and compliance with the statutory notice and upset bid procedure.

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4. There is no earnest money related to this transaction. Instead, a deposit is required in accordance with N.C.G.S. 160A-269. The deposit shall be released to Seller at closing and credited toward the Purchase Price. All monies shall be transmitted by Certified or Cashier's Check. In the event a valid upset bid is subsequently filed and coupled with a deposit as required by N.C.G.S. 160A-269, Bidder's deposit shall be returned to Bidder.
5. In accordance with N.C.G.S. 160A-269, the Board of County Commissioners may reject this bid and any other bid at any time during this process, without further obligation.
6. This Bid is effective only upon its full execution by the Bidder and is conditioned upon acceptance of the bid by the Guilford County Board of Commissioners. Seller shall have no obligations pertaining to this bid submission until it is accepted by the Guilford County Board of Commissioners.
7. Subject to the requirements contained herein, any conveyance to Bidder shall be by Special Warranty Deed. The description of the property to be conveyed and to be used in the Special Warranty Deed shall be the same description contained in Deed Book 6067, Page 2613. Notwithstanding the foregoing, in the event Bidder requests a deed of conveyance containing the description of the Property provided by a metes and bounds description derived from a current survey, Seller shall agree to execute a quitclaim deed to convey the property with such description.

Submitted this the 30 day of November, 2022.

**BIDDER**

By:



Printed Name ALAN ASHKINAZY

Title (if signing for an entity) \_\_\_\_\_

**WITNESS**



Printed Name Ray E Lopez

**Bidder Contact Information:**

Email BCBASEBALL@BELL SOUTH.NET

Phone Number 336-317-8763

Mailing Address 3917 W. GATE CITY BLVD  
GREENSBORO, NC 27407

## EXHIBIT A

(5009 A NC Highway 150 E, Greensboro, NC; Parcel # 114067)

All of the property conveyed to Guilford County in Deed Book 6067, Page 2613, the same being 6.65 acres, more or less. The Property is bounded on the north by property now or formerly owned by Andrew Jennings Kernodle and Auburn K. Kernodle as described in Book 8127, Page 494; bounded on the east by property now or formerly owned by Browns Summit-Monticello Youth Association, Inc. as described in Book 6370, Page 2713; bounded on the west by Old Reidsville Rd.; bounded on the south by NC Highway 150 E; and bounded toward the southwest by property now or formerly owned by Monticello Primitive Baptist Church (Pin # 8809094669 and Parcel # 114068).

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