**ADDENDUM TO OFFER TO PURCHASE**

As part of this offer, Buyer acknowledges the following items:

1. Buyer is responsible for all recording fees associated with the recording of the executed Deed;
2. Closing will be handled via e-file by NCDOT when and where possible; however all counties are not e-file ready so in those counties, recording will be either by hand via a NCDOT agent or by mail; in no instance will closing and/or recording be handled at the buyer’s attorney’s office or by the buyer’s attorney;
3. All final payment funds will be made out to NCDOT via a certified or cashier’s check, payable at the time of closing and recording of the Deed;
4. Buyer has physically reviewed the property and is aware of any access or control of access;
5. The sale of the subject property must be approved by the Board of Transportation and, when necessary, by the Council of State, and these approvals may delay by several months the sale and delivery of the Deed conveying the property.
6. The Department retains the right to decline, reject or set aside any and all offers prior closing if deemed in the best interest of the Department.
7. This bullet replaces Section 6(g) in the Purchase contract. *The NCDOT shall execute and deliver a QUIT CLAIM DEED or SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple interest. Access to public right of way is not guaranteed and is the responsibility of the buyer to acquire.*
8. This bullet supplements Sections 4(c) and 6(b) of the Purchase Contract. *Buyer understands and acknowledges that if the sale of this property is conducted as a “public sale” as that term is defined in NC General Statutes Section 136-19.7(c)(6), that the NCDOT and/or its agents, may disclose the amount of its offer to purchase the property, in order to comply with the provisions of NC General Statutes Section 136-19.7(d)(1) regarding upset bids, and buyer hereby waives any right to confidentiality of such information to which it may be entitled through the rules and regulations governing real estate brokers in North Carolina, as well as any rights to bring civil actions or disciplinary proceedings related to the enforcement of such rights to confidentiality of buyer’s offer to purchase the property.*

CONVEY TO (name to be on the deed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HAVING AN ADDRESS OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Buyer Date

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Buyer Date

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Denise Amato, Accelerated Residue Sales Coordinator Date