

TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the **21st day of May, 2012**, by and between Chatham County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

WITNESSETH:

WHEREAS, Attorney has in excess of twenty-five years experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee Cabarrus, Scotland, Tyrrell, Forsyth, Yadkin, Yancey and Iredell and the Towns of Jonesville, Wallace, Columbia and Rose Hill; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs a contract with County to serve as its special tax attorney for a term of three (3) years, renewable at the option of County for an additional term of three (3) years;

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for **certain** parcels with delinquent taxes assigned to the Attorney by County. County shall assign all such parcels in four batches on the first day of each March, June, September and December during the term of this agreement, or in more frequent intervals, upon mutual agreement of the parties hereto.
2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.
3. If a Taxpayer tenders payment in full after the subject parcel has been assigned to the Attorney but prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer, provided, however, attorney fees plus all incurred expenses shall be due and payable by County to Attorney in such cases where the Tax Collector has not informed Attorney of payment in full by the Taxpayer and Attorney has begun to render its services as to the parcel in question after said payment.

Example #2 - Other High Bidder @ \$1,650

In this example, all amounts outlined in Example #1 are paid, plus \$50.00 of the \$82.50 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$1,700

In this example, all amounts outlined in Example #1 are paid, the \$85.00 5% Commissioner's Fee is paid, and \$15.00 is paid to the Clerk as surplus from the sale.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, six hundred fifty and 00/100 dollars (\$650) per parcel; 6 to 10 parcels, six hundred and 00/100 dollars (\$600.00) per parcel, 11 or more parcels, five hundred fifty and 00/100 dollars (\$550.00) per parcel.

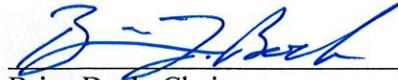
10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. The amount of such additional fees shall be determined by the mutual agreement of the parties.

11. In the event of double listings, erroneous information provided by the Tax Collector to Attorney, or clerical or administrative problems discovered by the Tax Collector or Attorney which result in legal impracticality to effect proper collection remedies through foreclosure, the County shall pay to the Attorney a fixed fee of \$250.00 before suit is filed and \$650.00 after suit is filed, plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, to recall each such parcel from any assignment.

12. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

16. This agreement shall be for the period of three (3) years, beginning June 1st, 2012 and ending on May 31st, 2015. After the initial three year term set out above, this Agreement shall renew itself automatically for an additional three year term unless either party shall give written notice no less than 90 days prior to the end of the then current term. Should this Agreement renew itself automatically as set out herein, and then in that event the attorney's fee set out herein shall increase by \$50.00.

COUNTY:



Brian Bock, Chairman,
Chatham County Board of Commissioners

ATTEST:



Sandra B. Sublett, CMC, Clerk
Chatham County Board of Commissioners

ATTORNEY:



President, Mark D. Bardill, P.C

ATTEST:



Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Vicki McConnell, Finance Director