



TERMS OF AUCTION

AUCTION FOR –FSB Special Assets, LLC

AUCTION LOCATION – Online at <http://www.NCAuctionPro.com>

AUCTION DATE – September 8th, 2021 at 4 PM

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

Offering – Kimsley Lane; Terminus of McCoy Cross and Northgate Drive in Fayetteville NC 28314

Tax ID #: 0530-29-6245 & 0530-39-4583; Deed Book 10684, Page 115; Consisting of +/- 65.73 acres and improvements; Situated south of I-295 behind King Grand Subdivision, adjacent to Liberty Hill Subdivision

General Terms and Conditions

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$20,000.

BIDDER REGISTRATION – **Registration begins online** prior to auction at <http://www.NCAuctionPro.com>.

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COPYRIGHT FOR AUCTION – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should

obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS – Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

SALE CONTRACT – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. **This sale is not contingent upon any matter, including buyer obtaining financing.** Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make a **\$20,000 Earnest Money Deposit on September 8th, 2021.** The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

DISPUTE RESOLUTION – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

MISCELLANEOUS – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement – By signing below you hereby agree to the **Terms of Auction**

Name _____

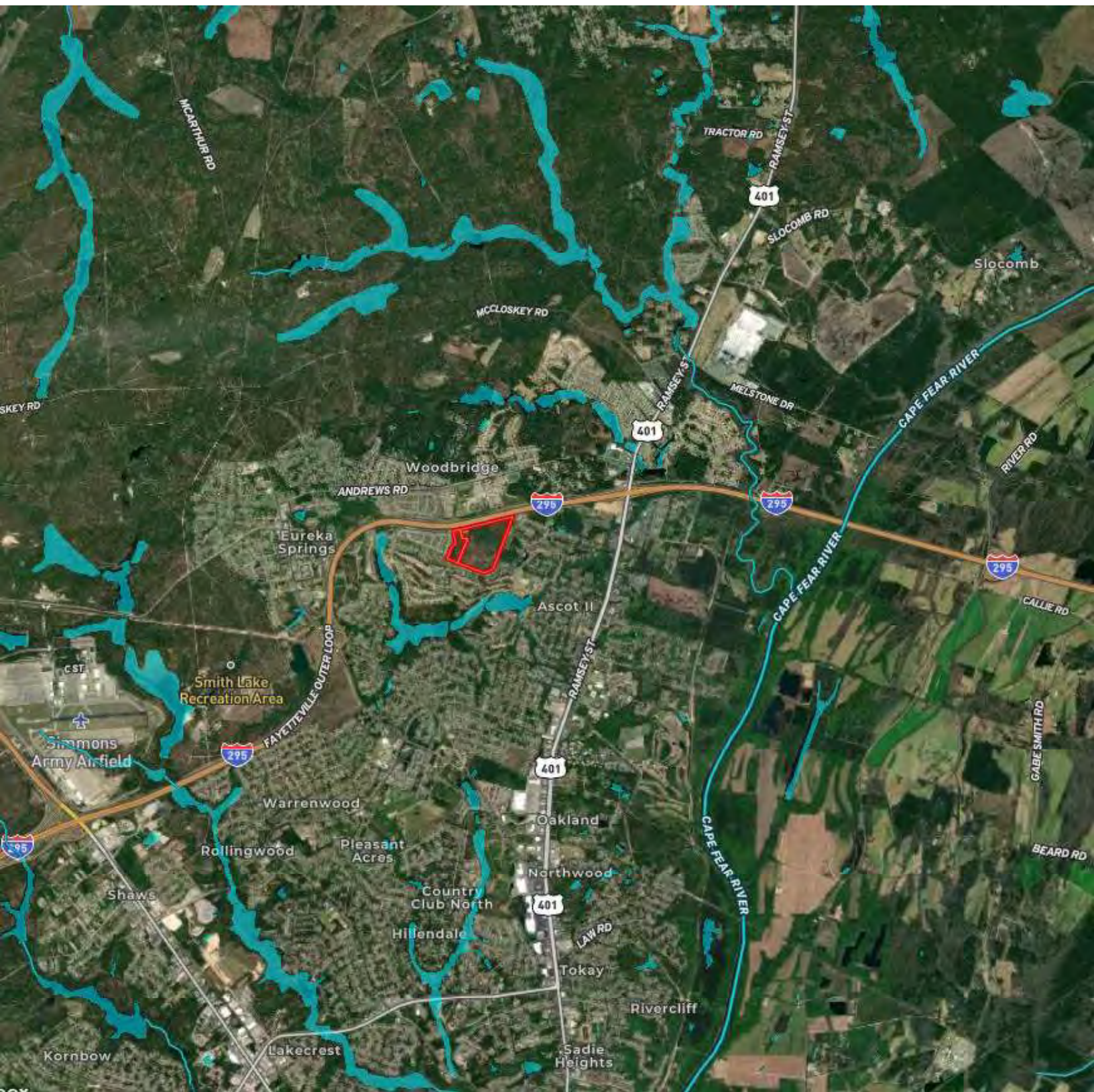
Signature _____

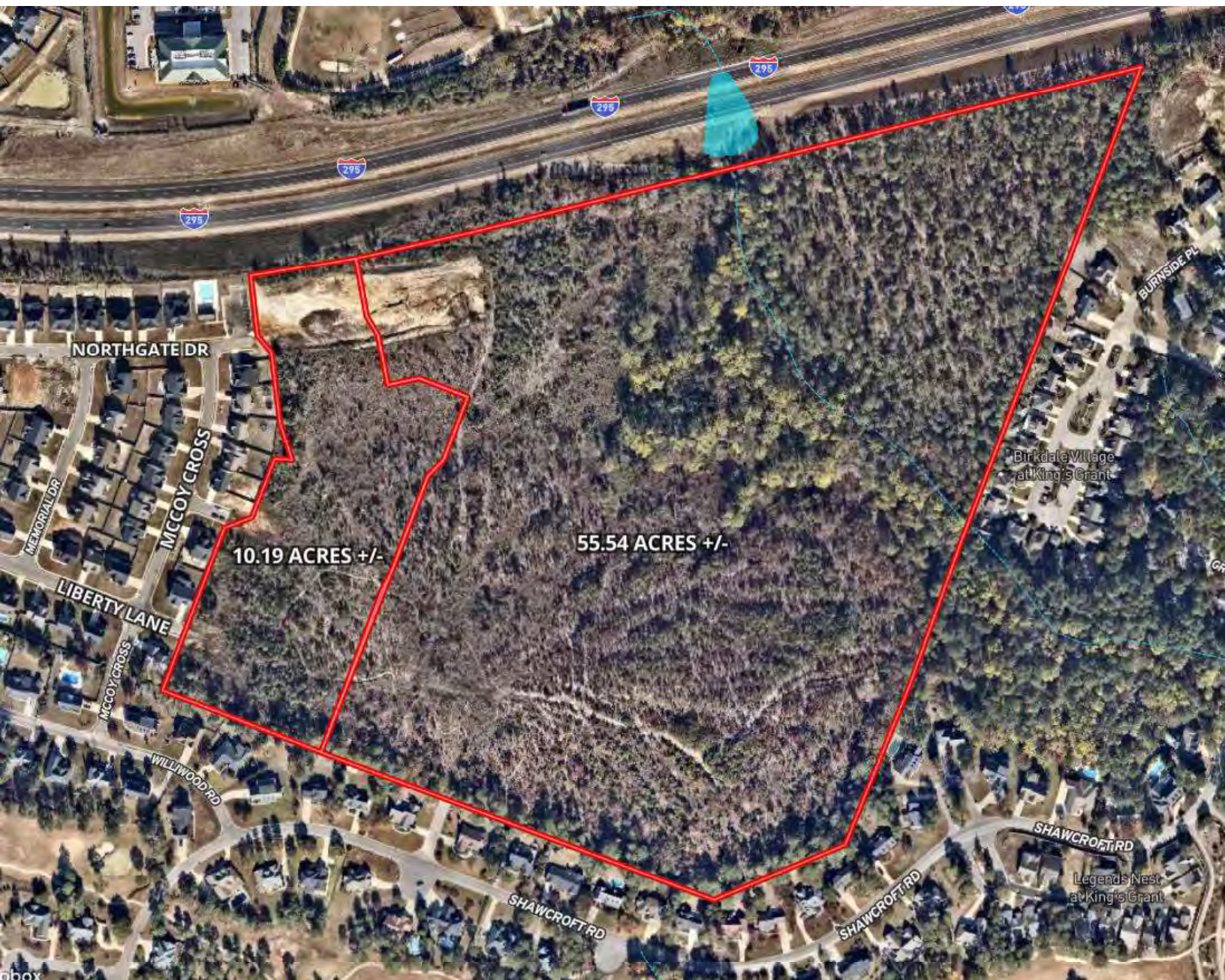
Address _____

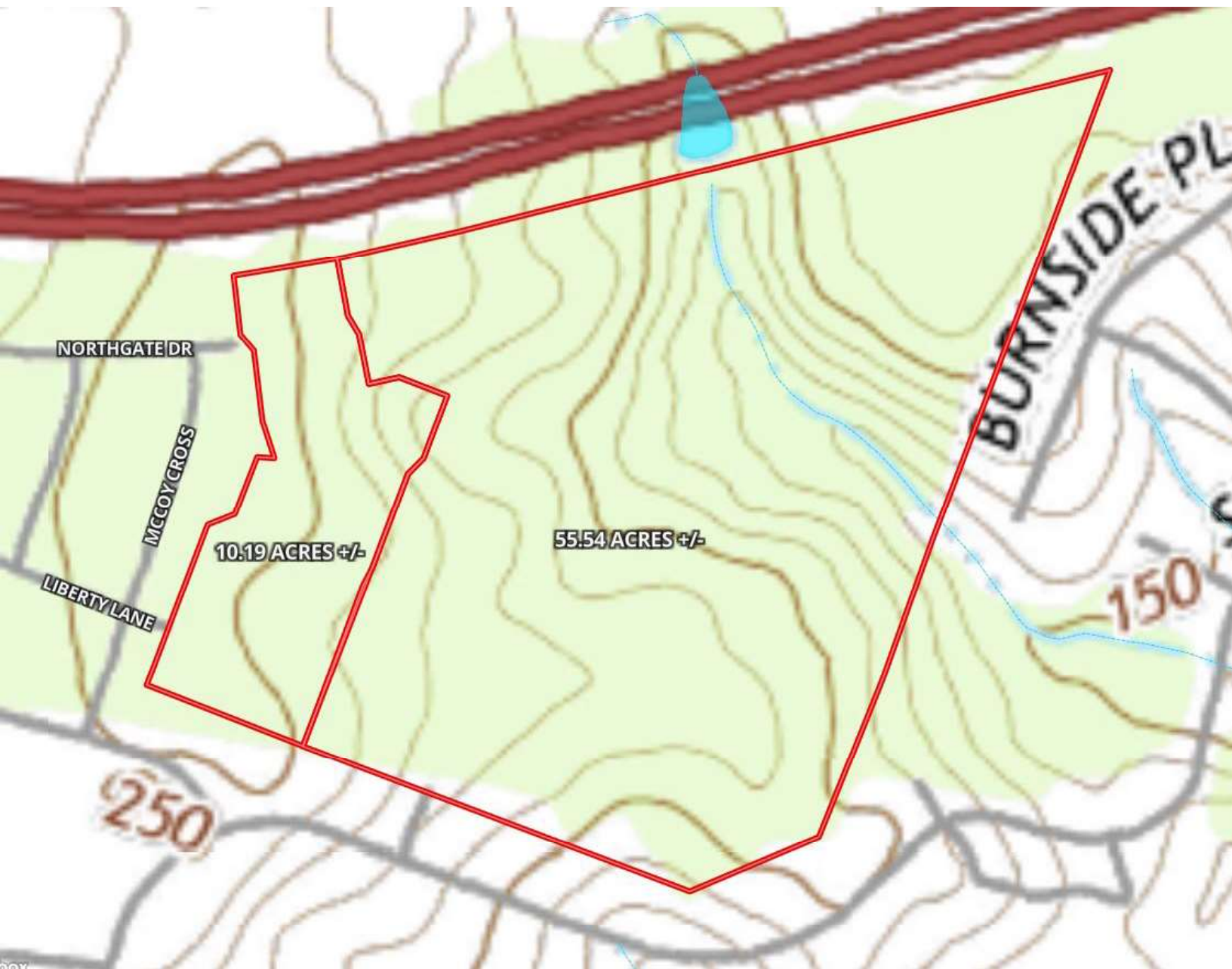
Phone _____

Email _____

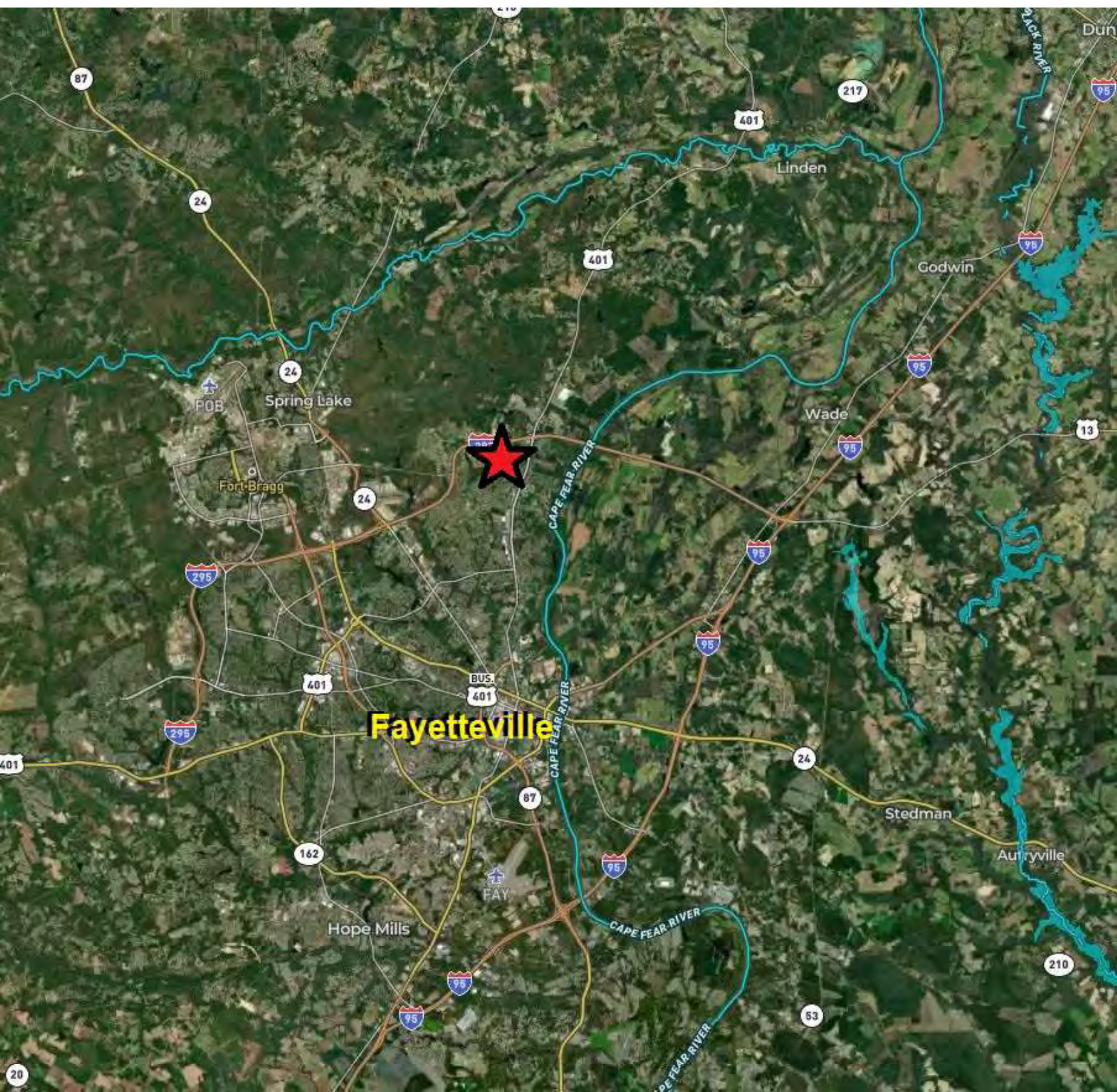




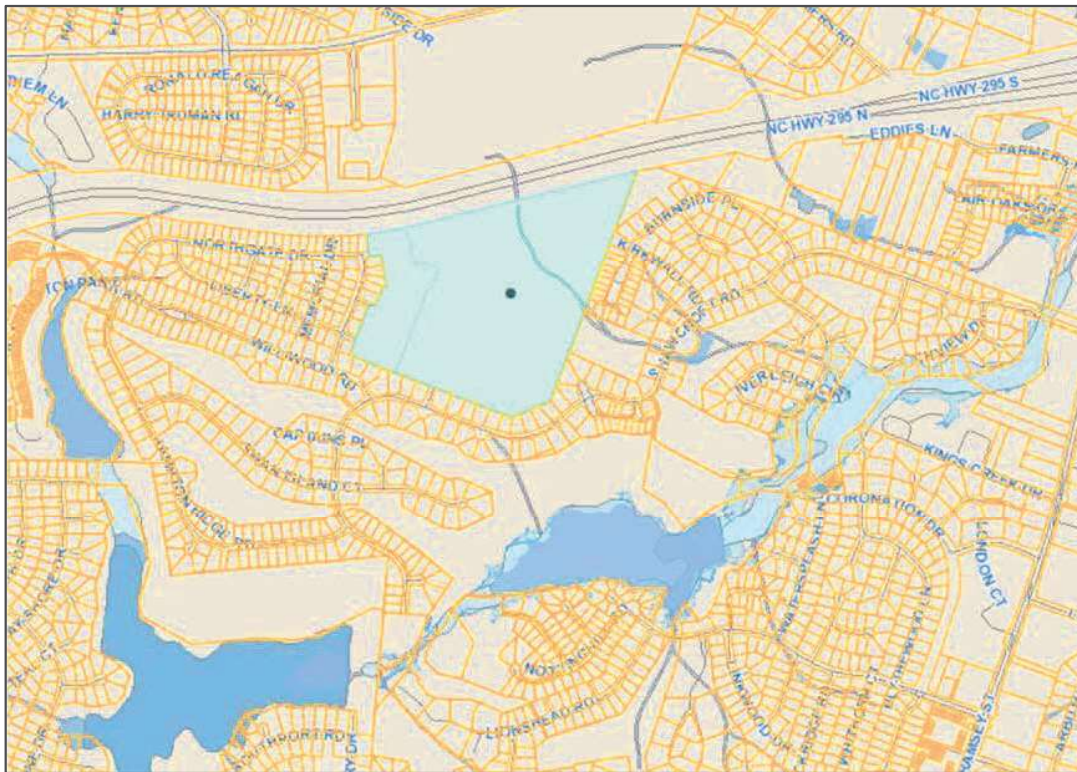




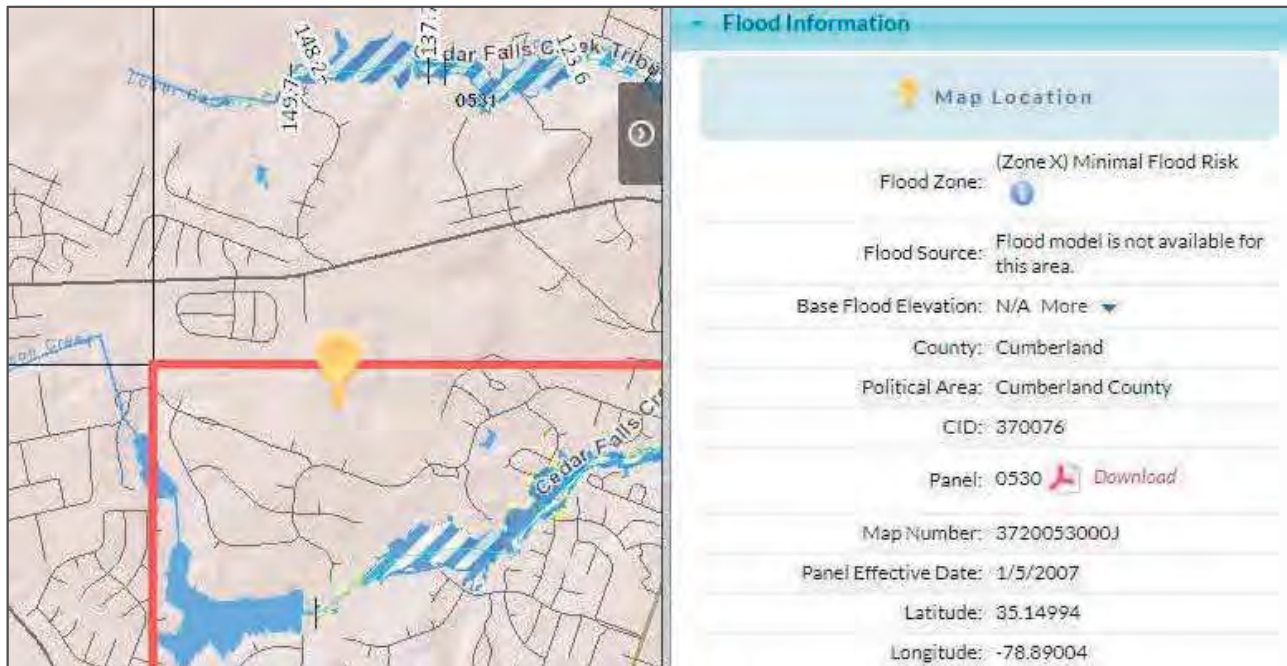




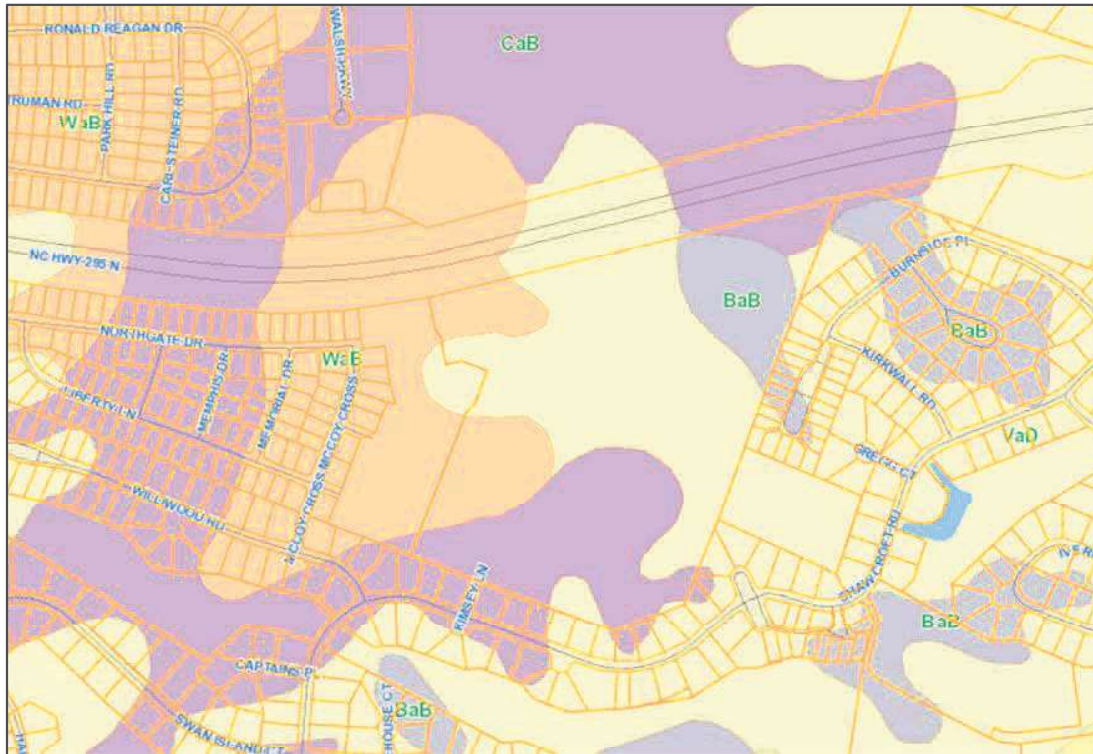
GIS FLOOD MAP



NC FLOOD MAPS



SOILS MAP



This soil is well suited to hardwoods and pines. The dominant trees are loblolly pine, southern red oak, white oak, and hickory. The main understory includes dogwood, holly, sourwood, and sassafras.

Aycock soil is well suited to most urban and recreational uses.

This soil is in capability subclass IIe and woodland suitability group 2o.

BaB—Blaney loamy sand, 2 to 8 percent slopes.

This well drained soil is on side slopes and narrow ridges of uplands. It is mostly in the western and northern parts of Cumberland and Hoke Counties. Individual areas of this unit typically are in long, narrow bands above and parallel to most streams in the sandhills. They range from 10 acres to over 100 acres in size.

Typically, the surface layer is dark grayish brown loamy sand 4 inches thick. The subsurface layer is light yellowish brown loamy sand 21 inches thick. The subsoil, 37 inches thick, is brownish yellow sandy clay loam in the upper part and reddish yellow sandy clay loam in the lower part. The underlying material to a depth of 80 inches is yellow loamy coarse sand.

Permeability is moderately slow, and available water capacity is low. Reaction is very strongly acid or strongly acid throughout the soil, except where the surface has been limed. The hazard of erosion is moderate where the soil is exposed. A perched water table frequently is above the brittle subsoil for brief periods after heavy rains.

Included with this soil in mapping are small areas of more clayey Gilead soils, sandier Candor soils, and Vacluse soils, which have a sandy surface layer less than 20 inches thick. These included soils make up less than 20 percent of this unit.

Most areas of this soil are in woodland, and the rest are mainly in row crops or pasture.

This soil is suited to growing cultivated crops, such as corn, soybeans, tobacco, and small grains. Winter cover crops, minimum tillage, and crop residue management help to conserve moisture. Conservation practices, such as no-till planting and windbreaks, and crop rotations that include close-growing crops also help to conserve soil and water. This soil is well suited to Coastal bermudagrass and bahiagrass. Erosion may be a hazard where runoff concentrates in cultivated fields.

This soil is suited to loblolly and longleaf pines. The understory is sassafras and blackjack oak. The brittle subsoil retards but does not restrict growth of tree roots.

This soil is suited to most urban and recreational uses. Recreational lakes frequently are made by damming streams flowing through areas of Blaney soils (fig. 2). Housing developments often surround these lakes. Moderately slow permeability in the subsoil may limit the performance of septic tank absorption fields. The sandy surface layer is a limitation for some recreational uses.

This soil is in capability subclass IIIs and woodland suitability group 3s.

BaD—Blaney loamy sand, 8 to 15 percent slopes.

This well drained soil is on side slopes of uplands. It is mostly in the western and northern parts of Cumberland and Hoke Counties. Individual areas of this unit typically are in long, narrow bands above and parallel to most streams in the sandhills. They are 10 acres to over 100 acres in size.

Typically, the surface layer is dark grayish brown loamy sand 4 inches thick. The subsurface layer is light yellowish brown loamy sand 21 inches thick. The subsoil, 37 inches thick, is brownish yellow sandy clay loam in the upper part and reddish yellow sandy clay loam in the lower part. The underlying material to a depth of 80 inches is yellow loamy coarse sand.

Permeability is moderate, and available water capacity is low. Reaction is very strongly acid or strongly acid throughout the soil, except where the surface has been limed. The hazard of erosion is severe if the soil is exposed. A perched water table is frequently above the brittle subsoil for brief periods after heavy rains.

Included with this soil in mapping are a few areas of soils that have sandy material at a depth of less than 60 inches. Also included are small areas of more clayey Gilead soils, sandier Candor soils, and Vacluse soils, which have a sandy surface layer less than 20 inches thick. These included soils make up less than 20 percent of this unit.

Most areas of this soil are in woodland, and a small acreage is in cultivated crops or pasture. Areas of this soil are being converted to urban uses in many parts of Cumberland and Hoke Counties.

This soil is poorly suited to growing cultivated crops. Steep slopes are susceptible to erosion. If used for row crops, contour cultivation, stripcropping, conservation tillage, and crop residue management help to reduce erosion. Using this soil for perennial hay and occasional row crops is a good conservation alternative. This soil is suited to grasses and legumes.

This soil is suited to loblolly and longleaf pines. The understory includes sassafras and blackjack oak. The brittle subsoil retards, but does not restrict, growth of tree roots. Care should be taken during tree planting and harvesting to reduce erosion in disturbed areas.

This soil is suited to most urban and recreational uses. Recreational lakes frequently are made by damming streams that flow through areas of Blaney soils. Slope and moderately slow permeability in the subsoil may limit the performance of septic tank absorption fields. The sandy surface layer and slope limit some recreational uses.

This soil is in capability subclass IVe and woodland suitability group 3s.

Because this soil is highly variable, caution is advised when converting any areas to other uses. An onsite investigation of the soil is recommended in all such cases.

This soil is in capability subclass IIIe and woodland suitability group 4s.

BuA—Butters loamy sand, 0 to 2 percent slopes.

This well drained soil is on uplands. It is most extensive in the eastern part of Cumberland County. Individual areas of this unit are irregular in shape and range from 5 to 100 acres in size.

Typically, the surface layer is very dark grayish brown loamy sand about 9 inches thick. The subsoil, 36 inches thick, is yellowish brown sandy loam in the upper part and brownish yellow loamy sand in the lower part. The underlying material to a depth of 80 inches is brownish yellow sand in the upper part and brownish yellow sandy loam in the lower part.

Permeability is moderately rapid, and available water capacity is low. Reaction is strongly acid throughout the soil, except where the surface has been limed. The seasonal high water table is below a depth of 4 or 5 feet.

Included with this soil in mapping are a few areas of more sandy Candor and Autryville soils, less sandy Norfolk soils, and wetter Stallings soils. Typically, only two or three of these included soils are in any one delineation, and they make up less than 20 percent of most mapped areas.

Most areas of this soil are in row crops, and the rest are mostly in woodland.

Butters soil is well suited to growing cultivated crops, such as corn, soybeans, tobacco, peanuts, and small grains. Leaching of plant nutrients and low available water capacity are the main limitations. Minimum tillage, crop residue management, and winter cover crops reduce the leaching of plant nutrients and conserve moisture.

This soil is well suited to loblolly pine and longleaf pine. The dominant trees are loblolly pine, white oak, and southern red oak. The understory includes dogwood, holly, and sourwood.

Butters soil is suited to most urban uses. Wetness is the main limitation. This soil is well suited to recreation.

This soil is in capability subclass IIs and woodland suitability group 2o.

By—Byars loam. This nearly level, very poorly drained soil is on broad flats and in large oval depressions on uplands. It is most extensive in the southern parts of Cumberland and Hoke Counties. Mapped areas are broad and irregular in shape on the

flats and generally oval in the depressions. They range from 5 to 200 acres in size.

Typically, the surface layer, 18 inches thick, is loam that is black in the upper part and very dark gray in the lower part. The subsoil to a depth of 80 inches is very dark gray clay loam in the upper part and gray clay in the lower part.

Permeability is slow. Reaction is very strongly acid or strongly acid throughout the soil, except where the surface has been limed. The seasonal high water table is frequently at or near the surface during the winter and early spring. Ponding is common during periods of high or extended rainfall.

Included with this soil in mapping are small areas of better drained Coxville, McColl, and Rains soils and less clayey Pantego soils. These included soils make up less than 15 percent of most mapped areas.

Most areas of this soil are in woodland, and the rest are drained and used for cultivated crops.

Undrained or partially drained areas of this soil are poorly suited to growing cultivated crops, such as corn and soybeans. The main limitation is the high water table. Open ditch, subsurface drainage, or a combination of both help to lower the water table. If drained, this soil is suited to growing grasses and legumes for hay and pasture. If this soil is used for pasture, proper stocking rates, pasture rotation, timely deferment of grazing, and restricted use during wet periods help to keep the pasture and soil in good condition. Grazing when the soil is too wet can cause surface compaction and poor tilth.

This soil is well suited to hardwoods and pines. The dominant trees are loblolly pine, water oak, sweetgum, and maple. If this soil is drained, hardwoods, such as southern red oak and white oak, grow. The main understory includes greenbrier, holly, sweetbay, sourwood, sassafras, and giant cane. Wetness restricts the use of equipment.

This soil is poorly suited to all urban and recreational uses. Wetness and slow permeability are the main limitations.

This soil is in capability subclass VIw and woodland suitability group 2w.

CaB—Candor sand, 1 to 8 percent slopes. This somewhat excessively drained soil is in broad areas and, to a lesser extent, on rounded side slopes of uplands. Areas of this soil are widely distributed throughout the survey area. Individual areas are irregular in shape and range from 5 acres to more than 100 acres in size.

Typically, the surface layer is dark grayish brown sand 9 inches thick. The subsurface layer is yellowish brown sand about 11 inches thick. The subsoil, to a depth of 30 inches, is yellowish brown loamy sand. Between depths of 30 to 60 inches is brownish yellow sand. Below this to a depth of 80 inches is strong brown sandy clay loam mottled with light gray and yellowish red.

Permeability is moderate, and available water capacity is very low. Reaction ranges from extremely acid to medium acid in the surface layer and extremely acid to strongly acid in the subsoil. The hazard of erosion is moderate.

Included with this soil in mapping are small areas of less sandy Blaney, Fuquay, Wagram, and Autryville soils. Also included are small areas of more sandy Lakeland soils. Typically, no more than two or three of these included soils are in any mapped area. These included soils make up less than 20 percent of this unit.

Most areas of this soil are in cultivated crops or pasture, and the rest are mainly in woodland.

This soil is poorly suited to growing cultivated crops, such as corn, soybeans, peanuts, small grains, and truck crops. The main limitation is very low available water capacity. Minimum tillage, crop residue management, windbreaks, and close-growing grasses and legumes in the cropping system help to control soil blowing, to reduce leaching, and to conserve moisture. The soil is suited to pasture forage, such as Coastal bermudagrass and bahiagrass.

This soil is suited to loblolly pine and longleaf pine. The main understory is blackjack oak and turkey oak. The thick, sandy surface layer may limit equipment use.

This soil is suited to most urban and recreational uses. Lawns and shrubs may be difficult to establish and to maintain because of leaching of plant nutrients and droughtiness. Caving of ditch banks and trench walls and seepage are other management problems.

This soil is in capability subclass IIIs and woodland suitability group 3s.

CaD—Candor sand, 8 to 15 percent slopes. This moderately well drained soil is on side slopes of uplands. It is most extensive in the northern and western parts of Cumberland and Hoke Counties. Individual areas of this unit are usually narrow and long and range from 5 to 50 acres in size.

Typically, the surface layer is dark grayish brown sand 9 inches thick. The subsurface layer is yellowish brown sand about 11 inches thick. The subsoil, to a depth of 30 inches, is yellowish brown loamy sand. Between depths of 30 and 60 inches is brownish yellow sand. Below this to a depth of 80 inches is strong brown sandy clay loam mottled with light gray and yellowish red.

Permeability is moderate, and the available water capacity is very low. Reaction ranges from extremely acid to medium acid in the surface layer and extremely acid to strongly acid in the subsoil. The hazard of erosion is severe where the soil is exposed.

Included with this soil in mapping are small areas of the less sandy Wagram, Blaney, and Vacluse soils and sandier Lakeland soils. Typically, no more than two or three of these included soils are in any mapped area. They make up less than 20 percent of this unit.

Most areas of this soil are in woodland. The rest are mainly in pasture, except for a few areas that are in cultivated crops.

This soil is poorly suited to growing cultivated crops. The main limitations are slope and very low available water capacity. Minimum tillage, crop residue management, close-growing grasses and legumes in the cropping system, contour cultivation, and strip cropping help to control soil loss and to conserve moisture. This soil is suited to growing pasture forage, such as Coastal bermudagrass and bahiagrass.

This soil is suited to longleaf and loblolly pines. The main understory is blackjack oak and turkey oak. Slope and the thick sandy surface layer may limit equipment use.

This soil is suited to most urban and recreational uses. Slope and the thick sandy surface layer are the main limitations. Lawns and shrubs may be difficult to establish and to maintain because of leaching of plant nutrients and droughtiness. Caving of ditch banks and trench walls and seepage are other management problems.

This soil is in capability subclass IVs and woodland suitability group 3s.

Cf—Cape Fear loam. This nearly level, very poorly drained soil is on terraces of the Cape Fear and Lower Little Rivers and their tributaries. It is in Cumberland County. Individual areas of this unit generally are long and narrow. They range from 5 acres to more than 100 acres in size.

Typically, the surface layer is black loam 16 inches thick. The subsoil is 36 inches thick. The upper part is dark gray clay loam, the middle part is gray clay, and the lower part is light brownish gray sandy clay loam. The underlying material to a depth of 62 inches is light brownish gray sand.

Permeability is slow. Reaction ranges from very strongly acid through medium acid in all horizons, except where the surface has been limed. The seasonal high water table is at or near the surface during the winter and early spring. This soil is flooded rarely in some areas (fig. 3).

Included with this soil in mapping are small areas of better drained Roanoke and Wahee soils and less clayey Deloss soils. These included soils make up less than 15 percent of most mapped areas.

Most areas of this soil are in woodland. A few small areas have been cleared for crops or pasture.

If drained, this soil is suited to growing cultivated crops, such as corn, soybeans, and small grains. Open ditches are the most commonly used method of draining this soil.

This soil is suited to grasses and legumes for pasture or hay. If this soil is used for pasture, proper stocking rates, pasture rotation, timely deferment of grazing, and restricted use during wet periods help to keep the

These soils are suited to hardwoods and pines. The dominant trees are red maple, sweetbay, blackgum, loblolly pine, and sweetgum. The understory includes swamp cyrilla, waxmyrtle, fetterbush lyonia, and switchcane. Wetness is the main limitation.

These soils are poorly suited to nearly all urban and recreational uses. Wetness is the main limitation.

Torhunta soil is in capability subclass VIw and woodland suitability group 2w, and Lynn Haven soil is in capability subclass IVw and woodland suitability group 3w.

Ud—Udorthents, loamy. This map unit consists of areas where the soil has been removed. These borrow areas range from 3 acres to more than 40 acres in size. Small borrow pits less than 3 acres in size are shown by a special symbol.

The borrow pits range in depth from 5 to 20 feet. They were dug for fill material, road base material, clay, or sand. There are numerous small borrow pits on Fort Bragg. These borrow pits are less than 10 acres. They are sources of material to build roadbeds. Several large borrow pits in Cumberland County resulted from removal of material for construction of Interstate 95. One large pit near the town of Slocumb was the source of clay for use in an adjacent, brick manufacturing plant.

This map unit is so variable that most soil interpretations require onsite investigation. Many borrow pits contain small, scattered bodies of water. Many older borrow pits support vegetation, such as pines and shrubs.

This unit was not assigned to a capability subclass or to a woodland suitability group.

Ur—Urban land. This map unit consists of areas that are more than 85 percent urban. These areas are covered by buildings, houses, streets, parking lots, and other such urban uses. Because of the extensive urbanization, the natural soils have been altered, and the topography and original landscape have been changed. Slope is commonly 0 to 6 percent.

Most of the Urban land is in and around the city of Fayetteville. Significant areas are at Fort Bragg and Pope Air Force Base. These areas are irregular in shape and range from 100 acres to more than 300 acres in size. There are other areas of Urban land, 10 to 20 acres in size, in and around Fayetteville and smaller towns in the county. Several large manufacturing sites are mapped as Urban land.

Nearly all of the precipitation that falls on this unit runs off. This increases the flooding hazard in low-lying areas. There is a hazard of waterway and reservoir siltation from areas that are graded but not stabilized.

Recommendations for use and management of soil and water in this unit require onsite investigation.

This unit has not been assigned to a capability subclass or a woodland suitability group.

VaB—Vaucluse loamy sand, 2 to 8 percent slopes.

This well drained soil is on side slopes and narrow ridges of uplands. It is mostly in the northern and western parts of Cumberland and Hoke Counties. Individual areas of this unit are irregular in shape and range from 5 acres to more than 100 acres in size.

Typically, the surface layer is dark grayish brown loamy sand 4 inches thick. The subsurface layer is yellowish brown loamy sand 5 inches thick. The subsoil is 51 inches thick. The upper part is yellowish red sandy clay loam. The middle part is red sandy clay loam that is brittle when dry. The lower part is yellowish red sandy clay loam. The underlying material to a depth of 73 inches is reddish yellow sandy loam.

Permeability is moderately slow in the upper part of the subsoil and slow in the lower part. Available water capacity is low. Reaction ranges from extremely acid through strongly acid in all horizons, except where the surface has been limed. The hazard of erosion is moderate where the soil is exposed.

Included with this soil in mapping are small areas of more clayey Gilead soils and sandier Blaney and Candor soils. Also included are areas of eroded soils that have a gravelly surface layer. These included soils make up less than 20 percent of most mapped areas.

Most areas of this soil are in woodland. The rest are in cultivated crops or pasture.

Vaucluse soil is suited to growing cultivated crops, such as corn, soybeans, and tobacco. Susceptibility to erosion and a shallow rooting depth caused by the brittle layer in the subsoil are the main limitations. Minimum tillage, strip cropping, contour cultivation, grassed waterways, cover crops, and including grasses and legumes in the cropping system are practices that reduce runoff and control erosion.

This soil is suited to grasses and legumes. Using this soil for pasture or hay is also effective in controlling erosion. Proper stocking rates and pasture rotation help to reduce compaction and to keep the pasture and soil in good condition.

This soil is suited to loblolly pine. The dominant trees are loblolly pine, longleaf pine, white oak, and southern red oak. The main understory includes dogwood, sourwood, holly, and threeween.

Vaucluse soil is suited to most urban and recreational uses. Slow permeability is the main limitation.

This soil is in capability subclass IIIs and woodland suitability group 3o.

VaD—Vaucluse loamy sand, 8 to 15 percent slopes.

This well drained soil is on side slopes of uplands. It is mostly in the northern and western parts of Cumberland and Hoke Counties. Individual areas of this

unit are irregular in shape and range from 5 acres to more than 80 acres in size.

Typically, the surface layer is dark grayish brown loamy sand 4 inches thick. The subsurface layer is yellowish brown loamy sand 5 inches thick. The subsoil is 51 inches thick. The upper part is yellowish red sandy clay loam, the middle part is red sandy clay loam, and the lower part is yellowish red sandy clay loam. The underlying material to a depth of 73 inches is reddish yellow sandy loam.

Permeability is moderately slow in the upper part of the subsoil and slow in the lower part. Reaction ranges from extremely acid through strongly acid in all horizons, except where the surface has been limed. The hazard of erosion is severe where the soil is exposed.

Included with this soil in mapping are areas of a soil that is eroded and has a surface layer of gravelly loamy sand. Also included are more clayey Gilead soils and sandier Blaney and Candor soils. These included soils make up less than 20 percent of most mapped areas.

Most areas of this soil are in woodland. A small acreage is in pasture or in cultivated crops.

Vaocluse soil is poorly suited to growing cultivated crops. The main limitation is susceptibility to erosion. If this soil is used for row crops, such practices as minimum tillage, contour farming, stripcropping, grassed waterways, crop residue management, and including grasses and legumes in the cropping system help to reduce runoff and to control erosion.

This soil is suited to grasses and legumes for hay and pasture. Using this soil for pasture is a good way of controlling erosion.

This soil is suited to loblolly pine. The dominant trees are loblolly pine, longleaf pine, white oak, and red oak. The main understory includes dogwood, sourwood, holly, and threawn.

This soil is suited to most urban and recreational uses. Slope is a limitation to building site development. Erosion from areas where the soil has been disturbed can be a problem. To help prevent this, vegetative cover must be established as soon after soil disturbance as possible. This soil has severe limitations for onsite sewage disposal. The restricting factors are slow permeability of the brittle layer in the subsoil and steepness of slope.

This soil is in capability subclass IVE and woodland suitability group 3o.

VgE—Vaocluse-Gilead loamy sands, 15 to 25 percent slopes. This map unit consists of areas of Vaocluse soil and Gilead soil on long, narrow side slopes of uplands. This unit is most extensive in the northern and western parts of Cumberland and Hoke Counties. Individual areas of this unit are long and narrow in shape and range from 5 acres to more than 40 acres in size. These two soils are so intricately mixed and so similar in use and management that they were not separated in mapping. This unit consists of about 40

percent Vaocluse soil, 35 percent Gilead soil, and 25 percent soils of minor extent.

Typically, Vaocluse soil has a surface layer of dark grayish brown loamy sand 4 inches thick. The subsurface layer is yellowish brown loamy sand 5 inches thick. The subsoil is 51 inches thick. It is yellowish red sandy clay loam in the upper part, red sandy clay loam in the middle part, and yellowish red sandy clay loam in the lower part. The underlying material to a depth of 73 inches is reddish yellow sandy loam.

Typically, Gilead soil has a surface layer of dark gray loamy sand 4 inches thick. The subsurface layer is light yellowish brown loamy sand 9 inches thick. The subsoil to a depth of 70 inches is brownish yellow sandy clay in the upper part; mottled strong brown, brownish yellow, and light gray sandy clay in the middle part; and reddish yellow sandy loam in the lower part.

Permeability of Vaocluse and Gilead soils is moderately slow to slow. Available water capacity is low to medium. Reaction ranges from extremely acid through strongly acid in all horizons, except where the surface has been limed. The hazard of erosion is severe where the soil is exposed. A perched water table is above the brittle layers in the subsoil for brief periods during wet seasons.

Included with these soils in mapping are small areas of sandier Blaney and Candor soils and small areas similar to Vaocluse and Gilead soils, except for the gravelly surface layer. Also included are small seep areas where water draining from the uplands comes to the surface. This unit has numerous areas where the soil mass has slipped downslope. This has exposed short, vertical walls consisting of massive, gray clay. These vertical faces typically are less than 15 feet high.

Nearly all areas of this unit are in native woodland, mostly loblolly pine, oaks, and hickories.

These soils are suited to hardwood and pine. The dominant trees are loblolly pine, longleaf pine, white oak, and southern red oak. The main understory includes dogwood, sourwood, holly, and threawn.

These soils are poorly suited to farming and to urban and recreational uses. Slope and slow permeability are the main limitations.

These soils are in capability subclass VIe and woodland suitability group 3o.

WaB—Wagram loamy sand, 0 to 6 percent slopes.

This well drained soil is on broad, smooth flats and side slopes of uplands. It is throughout the survey area. Individual areas of this unit are irregular in shape and range from 5 to 300 acres in size.

Typically, the surface layer is grayish brown loamy sand 8 inches thick. The subsurface layer is pale brown loamy sand 17 inches thick. The subsoil to a depth of 72 inches is yellowish brown sandy clay loam.

Permeability is moderately rapid, and available water capacity is low to medium. Reaction is very strongly acid

or strongly acid throughout the soil, except where the surface has been limed.

Included with this soil in mapping are small areas of sandier Autryville and Candor soils and Fuquay soils, which contain more than 5 percent plinthite in the subsoil. Also included are small areas of less sandy Norfolk and Faceville soils and Goldsboro soils, which are wetter and less sandy. Typically, only two or three of these included soils are in any one mapped area, and they make up less than 20 percent of most delineations.

Most areas of this soil are in cultivated crops. The rest are in pasture or woodland.

Wagram soil is suited to cultivated crops, such as corn, soybeans, tobacco, and truck crops or to grasses and legumes for hay and pasture. If this soil is used for cultivated crops, minimum tillage, crop residue management, winter cover crops, and windbreaks can be used to control wind erosion, to reduce leaching of plant nutrients, and to conserve moisture.

This soil is suited to loblolly pine, longleaf pine, white oak, southern red oak, and hickory. The main understory includes dogwood, sassafras, and waxmyrtle.

This soil is well suited to most urban uses. Because of droughtiness, landscape management commonly includes frequent applications of fertilizer and irrigation water during long, dry periods. This soil is suited to most recreational uses. The thick, sandy surface layer can limit some types of recreational uses.

This soil is in capability subclass IIs and woodland suitability group 3s.

WgB—Wagram-Urban land complex, 0 to 8 percent slopes. This map unit consists of areas of Wagram soil and areas of Urban land that are too small and too intermingled to be mapped separately. About 40 to 50 percent of the unit is Wagram soil and about 30 to 40 percent is Urban land. This map unit is most extensive in and around the city of Fayetteville. Mapped areas are 10 acres to more than 250 acres in size and are irregular in shape.

Typically, Wagram soil has a surface layer of grayish brown loamy sand 8 inches thick. The subsurface layer is pale brown loamy sand 17 inches thick. The subsoil to a depth of 72 inches is yellowish brown sandy clay loam.

Permeability is moderately rapid, and available water capacity is low to medium. Reaction is very strongly acid or strongly acid throughout the soil, except where the surface has been limed.

Urban land consists of areas where the original soil has been covered by concrete, asphalt, buildings, or other impervious surfaces. Slope is modified to fit the site and commonly ranges from 0 to 4 percent.

Included in this unit are small areas of Autryville and Candor soils, which are sandier than Wagram soil, and small areas of Norfolk and Faceville soils, which are less sandy than Wagram soil. Also included are small areas of Fuquay soils, which contain more than 5 percent

plinthite in the subsoil. Some delineations contain small areas of the wetter, less sandy Goldsboro soils, which usually are in small depressions. These included soils make up 10 to 20 percent of most mapped areas.

Undeveloped areas of this soil are being converted to urban uses very rapidly. This map unit is well suited to most urban and recreational uses. Because of droughtiness, landscape management commonly includes frequent applications of fertilizer and irrigation water during long, dry periods. The thick, sandy surface layer can limit some types of recreational uses.

This unit has not been assigned to a capability subclass or a woodland suitability group.

WmB—Wickham fine sandy loam, 1 to 6 percent slopes. This well drained soil is on slightly convex ridges of stream terraces along the Cape Fear River, Lower Little River, and Rockfish Creek. This soil is in Cumberland County. Individual areas of this unit are generally long and narrow in shape and parallel to the stream channel. Mapped areas range from 5 to 50 acres in size.

Typically, the surface layer is dark brown fine sandy loam 7 inches thick. The subsoil is 39 inches thick. It is red sandy clay loam in the upper part and yellowish red sandy loam in the lower part. The underlying material to a depth of 80 inches is yellowish red loamy sand in the upper part and strong brown sand in the lower part.

Permeability is moderate, and available water capacity is medium. Reaction ranges from very strongly acid through medium acid in all horizons, except where the surface has been limed. The hazard of erosion is moderate. Wickham soil is subject to rare flooding.

Included with this soil in mapping are small areas of sandier Tarboro soils; wetter Altavista soils; and wetter, more clayey Dague, Roanoke, and Wahee soils. Tarboro soils are on higher ridges, Altavista and Dague soils are in slight depressions, and Roanoke and Wahee soils are along drainageways. These included soils make up less than 20 percent of most mapped areas.

Most areas of this soil are in cultivated crops or pasture, and the rest are mostly in woodland. A few small areas are urban.

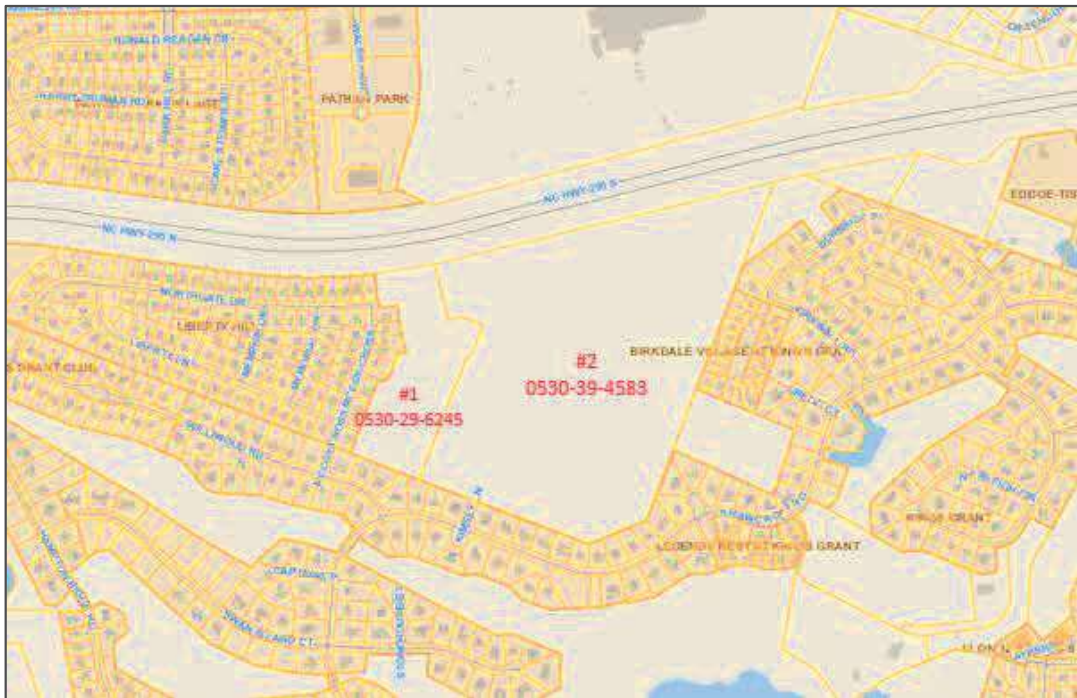
Wickham soil is well suited to growing cultivated crops, such as corn, soybeans, tobacco, and small grains, or to grasses and legumes for hay and pasture. Susceptibility to erosion is the main limitation. Minimum tillage, winter cover crops, stripcropping, field borders, farming on the contour, and crop residue management help to reduce surface runoff and maintain tilth. The use of this soil for pasture maintains constant cover and is a good way to reduce erosion.

This soil is well suited to hardwoods and pines. The dominant trees are loblolly pine, red maple, hickory, yellow-poplar, black tupelo, American elm, American beech, southern red oak, water oak, and white oak. The

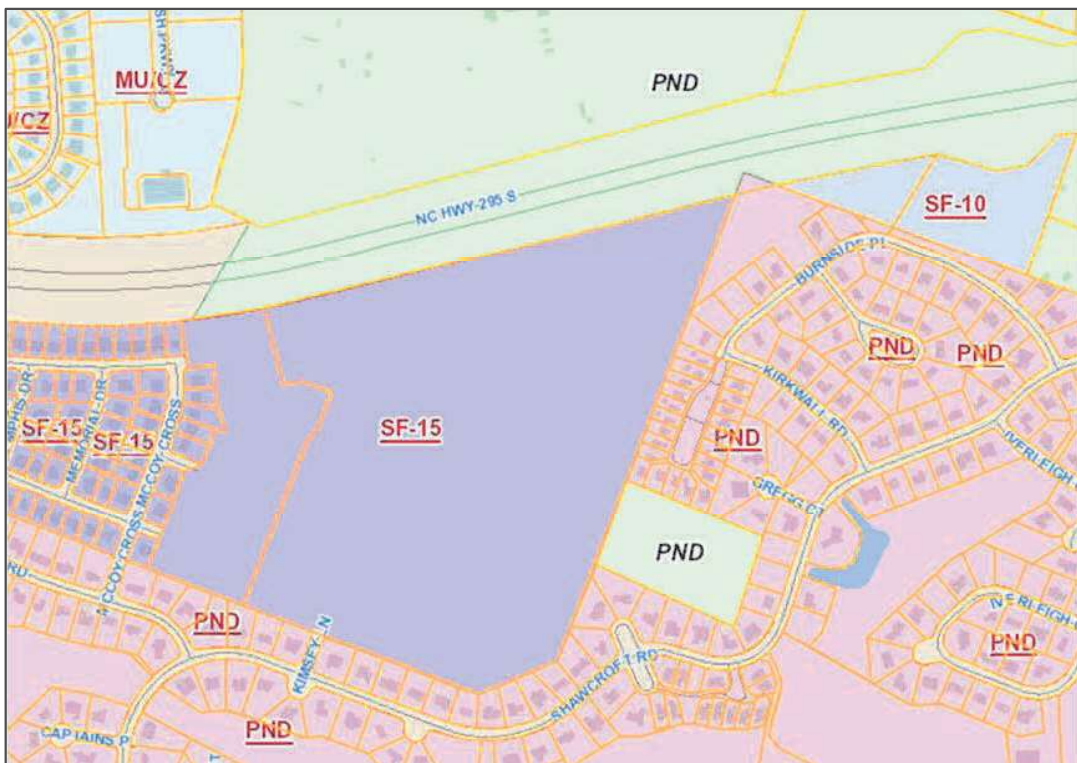
AERIAL MAPS



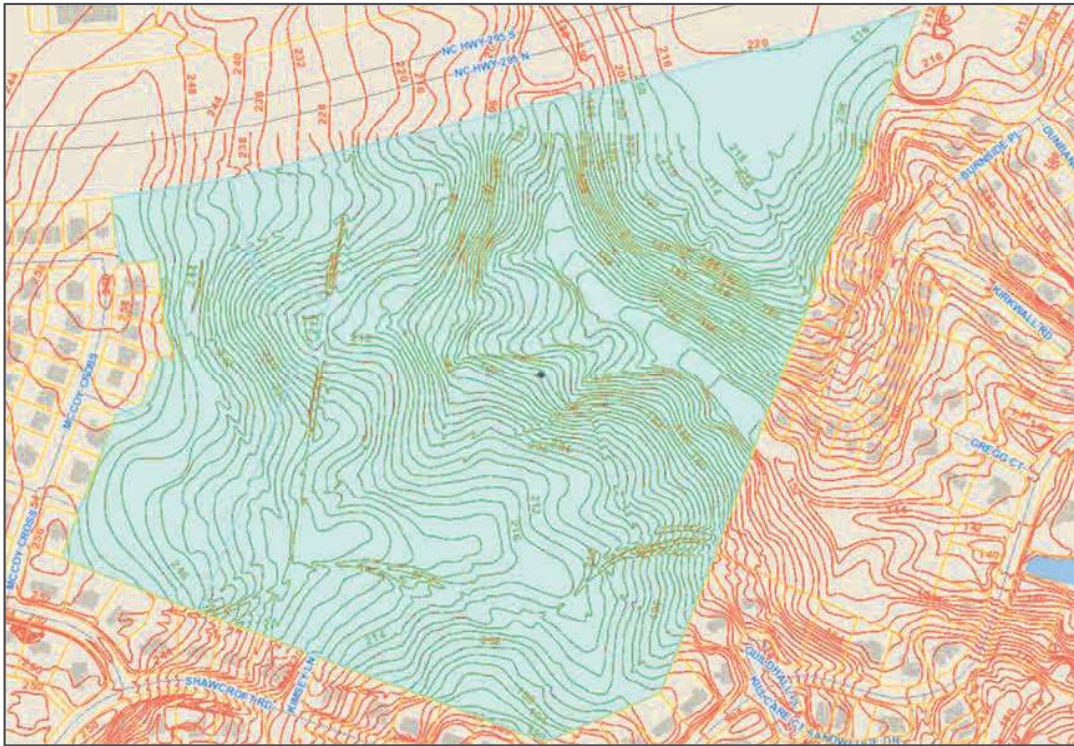
TAX MAP



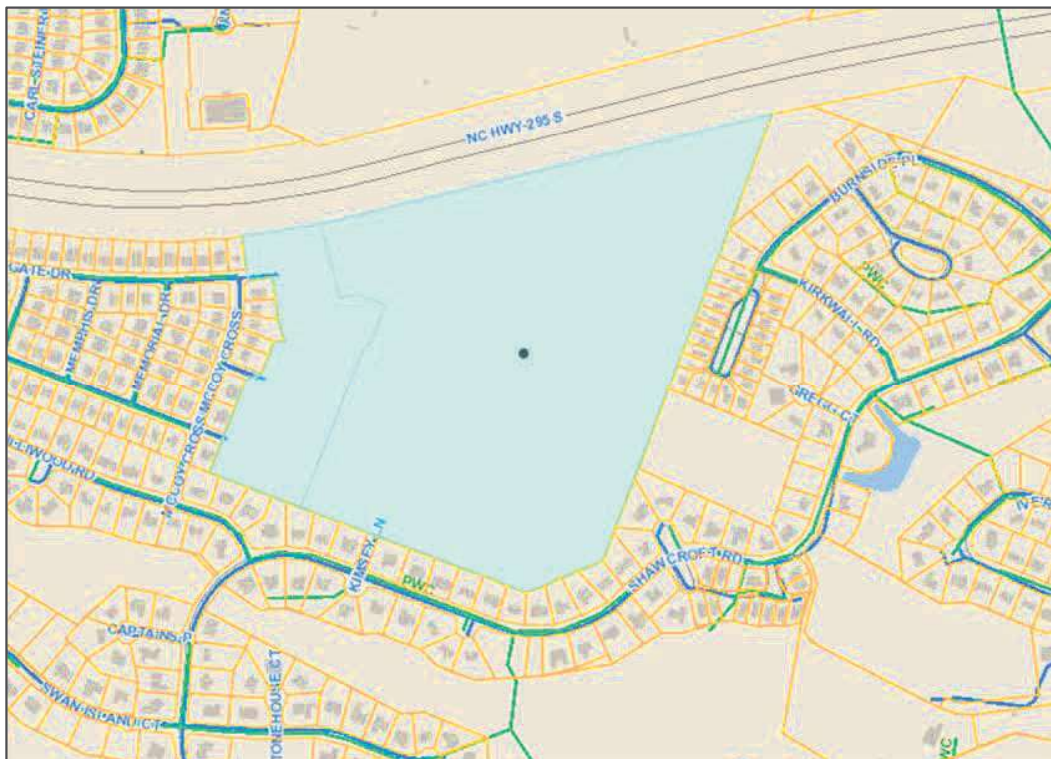
ZONING MAP



TOPO MAP



UTILITIES MAP



Survey of .27 Acre conveyed to adjoining property for pool and parking lot.

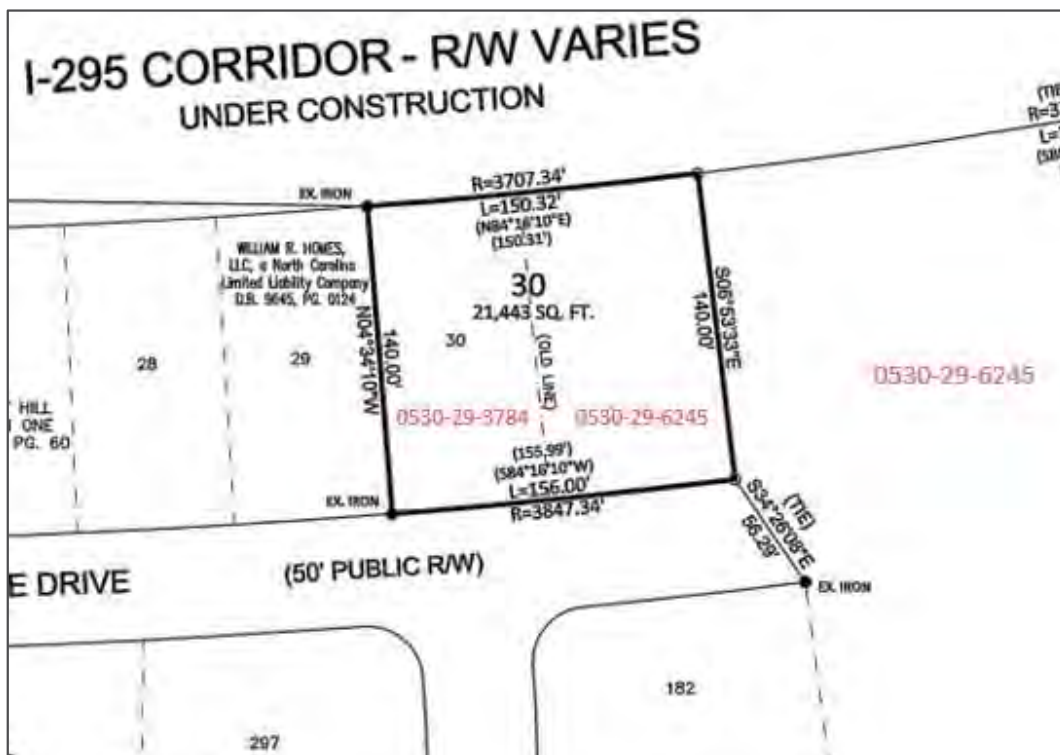
PLAT MAP 133/60



PLAT MAP 137/57



PLAT MAP 133/60

**PLAT MAP 137/57**

Residential Base Zoning Districts		
Single-Family Residential 15 District	SF-15	Accommodates single-family detached residential development at low densities (15,000 square-foot minimum lot size), as well as small-scale multi-family dwellings. Also allowed are complementary uses such as parks, open space, schools, and places of worship.
Single-Family Residential 10 District	SF-10	Accommodates single-family detached residential development at low densities (10,000 square-foot minimum lot size), as well as small-scale multi-family dwellings. Also allowed are complementary uses such as parks, open space, schools, and places of worship.
Single-Family Residential 6 District	SF-6	Accommodates single-family detached residential development at moderate densities (6,000 square-foot minimum lot size), as well as small-scale multi-family dwellings. Larger scale multi-family developments are allowed with special use permits. Also allowed are complementary uses such as parks, open space, schools, and places of worship.
Mixed Residential 5 District	MR-5	Accommodates a wide variety of residential housing types at moderate to high densities. Also allowed are complementary institutional uses (places of worship, post offices, police substations), day care facilities, and limited small-scale neighborhood oriented convenience retail uses.
Manufactured Home District	MH	Accommodates manufactured home parks.

Table 30-4.A.2 Use Table

P = Permitted Use S = Special Use

MP = Allowed Subject to a Planned Development Master Plan

"/" = Prohibited Use [1]

USE CATEGORY	USE TYPE	ZONING DISTRICTS																		ADDITIONAL REQUIREMENTS		
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT					
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC		PD-TN	
AGRICULTURAL USE CLASSIFICATION																						
Agriculture	Plant nursery	S	P	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	MP	/	MP	30-4.C.1.a
	All other agriculture	P	P	S	/	/	/	/	/	/	/	/	/	/	/	/	/	/	MP	/	MP	
	Urban Agriculture	/	/	/	/	/	/	/	/	S	P	P	/	/	/	/	P	/	/	/	/	30-4.C.1.c
Agricultural Support and Services	Equestrian facility	/	P	S	/	/	/	/	/	/	/	/	/	/	/	/	/	/	MP	/	MP	30-4.C.1.b.1
	All other agricultural support and services	/	P	/	/	/	/	/	/	/	/	S	/	/	/	P	/	/	/	/	/	30-4.C.1.b.2
RESIDENTIAL USE CLASSIFICATION																						
Household Living [1]	Cottage developments	/	P	P	P	P	P	/	/	/	/	/	/	/	/	/	/	/	/	/	/	30-4.C.2.a.5
	Dwelling/Unit, live/work	/	/	/	/	S	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.2.a.1	
	Dwelling, multi-family	/	/	/	/	S	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-5.H	
	Dwelling, single-family attached [3]	/	/	/	S	S	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-5.H	
	Dwelling, single-family detached	/	P	P	P	P	P	P	P	S	/	P	S	/	/	/	/	MP	/	MP	30-5.G	
	Dwelling, two- to four-family	/	/	S	S	S	P	/	P	P	S	/	P	/	/	/	/	MP	/	MP	30-4.C.2.a.2	
	Dwelling, upper story	/	/	/	/	P	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP		
	Manufactured home, Class A [2]	/	/	/	/	/	/	P	/	/	/	/	/	/	/	/	/	/	/	/	30-4.C.2.a.3	
	Manufactured home park (Class A or B homes)	/	/	/	/	/	/	P	/	/	/	/	/	/	/	/	/	/	/	/	30-4.C.2.a.4	
Group Living	Dormitory	/	/	/	/	/	S	/	P	/	P	/	P	P	/	/	/	MP	MP	MP	30-4.C.2.b.1	
	Therapeutic home	/	P	P	P	P	P	P	P	S	/	P	S	/	/	/	/	MP	MP	MP	30-4.C.2.b.5	
	Fraternity or sorority house	/	/	/	/	/	S	/	P	/	P	/	P	/	/	/	/	MP	MP	MP		
	Group home, Large	/	/	/	/	S	/	/	S	S	S	S	S	S	/	/	/	MP	/	MP	30-4.C.2.b.2	
	Group home, Small	/	/	P	P	P	P	P	P	P	S	P	P	S	/	/	/	MP		MP	30-4.C.2.b.3	
	Rooming or boarding house	/	/	/	/	S	P	/	P	P	P	P	P	/	/	/	/	MP	MP	MP	30-4.C.2.b.4	
	Transitional housing								S	S	S	S	S	S	/						30-4.C.2.b.6	
PUBLIC AND INSTITUTIONAL USE CLASSIFICATION																						
Community Services	Community center	S	P	S	S	P	P	P	P	P	P	P	P	P	/	/	/	MP	MP	MP		
	Cultural facility	/	/	/	/	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP		
	Library	/	/	S	S	S	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP		

Table 30-4.A.2 Use Table																					
P = Permitted Use S = Special Use																					
MP = Allowed Subject to a Planned Development Master Plan																					
"/" = Prohibited Use [1]																					
USE CATEGORY	USE TYPE	ZONING DISTRICTS																	ADDITIONAL REQUIREMENTS		
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT				
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP *	LI	HI	PD-R		PD-EC	PD-TN
	Museum	/	/	/	/	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	Youth club facility	/	/	/	/	S	P	/	/	S	P	P	P	P	/	/	/	MP	/	MP	
Day Care	Adult day care center	/	/	S	S	S	S	S	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	Child care center	/	/	S	S	S	S	S	P	P	P	P	P	P	S	/	/	MP	MP	MP	30-4.C.3.a
Educational Facilities	College or university	/	/	/	/	/	/	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	School, elementary	/	S	S	S	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.3.b
	School, middle	/	S	S	S	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.3.b
	School, high	/	S	S	S	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.3.b
	Vocational or trade school	/	/	/	/	/	/	/	/	P	P	P	P	P	P	P	P	MP	MP	MP	30-4.C.3.b
Governmental facilities	Government maintenance, storage, or distribution facility	/	S	/	/	S	S	/	S	S	S	P	S	P	P	P	P	/	MP	/	
	Government office	/	/	/	/	S	S	/	P	P	P	P	P	P	P	/	/	MP	MP	MP	
	Post office	/	/	/	/	/	S	/	P	P	P	P	P	P	/	P	/	MP	MP	MP	
Health Care Facilities	Blood/tissue collection facility	/	/	/	/	/	/	/	/	/	/	P	/	P	/	P	/	/	MP	MP	
	Drug or alcohol treatment facility	/	/	/	/	/	/	/	/	/	P	P	S	S	/	P	/	MP	MP	MP	30-4.C.3.c.3
	Hospital	/	/	/	/	/	/	/	P	/	/	P	P	S	/	P	/	/	MP	/	30-4.C.3.c.1
	Medical or dental clinic [3]	/	/	/	/	/	/	/	P	P	P	P	P	P	S	P	/	MP	MP	MP	
	Medical or dental lab	/	/	/	/	/	/	/	P	/	P	/	P	P	P	P	/	/	MP	/	(Reserved)
	Medical treatment facility	/	/	/	/	/	/	/	P	P	P	P	P	P	/	P	/	/	MP	/	30-4.C.3.c.2
	Outpatient facility	/	/	/	/	/	/	/	P	P	P	P	P	P	/	P	/	/	MP	/	
Institutions	Assisted living facility	/	/	S	S	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	Auditorium	/	/	/	/	/	/	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.3.d.1
	Club or lodge	/	/	/	/	/	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	Convention center	/	/	/	/	/	/	/	P	/	/	P	P	P	/	/	/	/	MP	/	30-4.C.3.d.1
	Halfway house	/	/	/	/	/	S	/	S	/	S	S	S	S	/	/	/	MP	/	MP	30-4.C.3.d.2
	Nursing home	/	/	/	/	S	S	/	P	P	P	P	P	S	/	/	/	MP	MP	MP	
	Psychiatric treatment facility	/	/	/	/	/	/	/	S	/	S	S	/	/	/	/	/	MP	/		
	Religious institution	/	P/S	P/S	P/S	P/S	P	P	P	P	P	P	P	P	/	P	P	MP	MP	MP	30-4.C.3.g
Parks and Open	Arboretum or	P	P	P	P	P	P	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	

Table 30-4.A.2 Use Table

P = Permitted Use S = Special Use

MP = Allowed Subject to a Planned Development Master Plan

"/" = Prohibited Use [1]

USE CATEGORY	USE TYPE	ZONING DISTRICTS																	ADDITIONAL REQUIREMENTS	
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT			
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R		PD-EC
Areas	botanical garden																			
	Cemetery	S	S	S	S	S	S	/	S	S	S	P	P	S	/	/	/	/	/	30-4.C.3.e.1
	Columbaria, mausoleum	P	P	P	P	P	P	/	P	P	P	P	P	P	/	/	/	/	/	
	Community garden	P	P	P	P	P	P	P	P	P	P	P	P	/	/	/	/	MP	MP	MP
	Golf course, public	S	P	P	P	S	P	/	P	/	P	P	P	/	/	/	/	MP	MP	MP
	Greenway	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP
	Park, public or private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP
	Public square or plaza	/	/	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP
Public Safety	Correctional facility	/	S	/	/	/	/	/	/	/	/	/	/	S	/	S	P	/	/	30-4.C.3.f.1
	Fire or EMS facility	/	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	MP	MP	MP
	Police substation	/	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP
	Police station	/	P	S	S	S	P	S	P	P	P	P	P	P	/	P	P	MP	MP	MP
Transportation/Communication	Airport	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	/	MP	/
	Helicopter landing facility	/	/	/	/	/	/	/	S	/	S	S	S	S	P	/	/	/	MP	30-4.C.3.h.1
	Passenger terminal, surface transportation	/	/	/	/	/	S	/	P	S	P	P	P	P	P	P	P	MP	MP	MP
	Small Wireless-Facilities	/	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	30-4.C.3.i.7
	Telecommunication s antenna, collocation on existing tower	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	30-4.C.3.i.1
	Telecommunication s antenna, placement on existing building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	30-4.C.3.i.1
	Telecommunication s tower, freestanding	/	S	S	S	S	S	/	S	S	S	S	S	/	S	S	S	MP	MP	30-4.C.3.i.1
	Utility, major	/	S	S	S	S	S	/	S	S	S	P	S	S	P	P	P	/	MP	30-4.C.3.j.2
Utility, minor	S	P	P	P	P	P	P	P	P	/	P	P	P	P	P	P	MP	MP	MP	
COMMERCIAL USE CLASSIFICATION [1]																				
Adult Entertainment	Adult entertainment	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	/	30-4.C.4.a
Animal Care	Animal grooming	/	/	/	/	/	/	/	/	P	P	P	P	P	/	/	/	MP	MP	30-4.C.4.b
	Animal shelter	/	S	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	/	

Table 30-4.A.2 Use Table																					
P = Permitted Use S = Special Use																					
MP = Allowed Subject to a Planned Development Master Plan																					
"/" = Prohibited Use [1]																					
USE CATEGORY	USE TYPE	ZONING DISTRICTS																		ADDITIONAL REQUIREMENTS	
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT				
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC		PD-TN
	Kennel, indoor	/	S	/	/	/	/	/	S	S	S	P	S	S	/	P	/	/	MP	/	
	Kennel, outdoor	/	S	/	/	/	/	/	/	/	S	S	/	/	/	P	/	/	MP	/	
	Veterinary clinic	/	S	/	/	/	/	/	P	S	P	P	S	S	/	/	/	/	MP	/	
Conference and Training Centers	Conference or training center	/	/	/	/	/	/	/	P	P	P	P	P	P	P	/	/	MP	MP	MP	30-4.C.4.d
Eating Establishments	Dinner theater	/	/	/	/	/	/	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
	Restaurant, with indoor or outdoor seating [4]	/	/	/	/	/	S	/	S	P	P	P	P	P	/	/	/	MP	MP	MP	
	Restaurant, with drive-through service [4]	/	/	/	/	/	/	/	/	/	P	P	S	/	P	/	/	/	MP	/	
	Specialty eating establishment [4]	/	/	/	/	/	S	/	/	P	P	P	P	P	P	/	/	MP	MP	MP	
Offices	Business services	/	/	/	/	/	/	/	P	P	P	P	P	P	P	S	/	MP	MP	MP	30-4.C.4.f
	Corporate headquarters	/	/	/	/	/	/	/	/	/	P	P	P	P	P	P	P	/	MP	MP	
	Financial services	/	/	/	/	/	/	/	P	P	P	P	P	P	P	P	/	MP	MP	MP	
	Professional services	/	/	/	/	/	/	/	P	P	P	P	P	P	P	S	/	MP	MP	MP	
	Radio and television broadcasting studio	/	/	/	/	/	/	/	P	/	S	P	S	P	P	/	/	/	MP	/	
	Sales (including real estate)	/	/	/	/	/	/	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	
Parking, Commercial	Parking lot	/	/	/	/	/	/	/	P	S	P	P	P	P	/	P	/	/	MP	/	30-4.C.4.g.1
	Parking structure	/	/	/	/	/	/	/	S	S	P	P	P	P	P	P	/	MP	MP	MP	30-4.C.4.g.2
	Parking Tractor Trailers etc.	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	/	/	30-4.C.4.g.3
Recreation/ Entertainment, Indoor	Commercial recreation, indoor	/	/	/	/	/	/	/	/	P	P	P	P	P	/	/	/	MP	MP	MP	
	Theater	/	/	/	/	/	/	/	/	P	P	P	P	P	/	/	/	MP	MP	MP	
Recreation/ Entertainment, Outdoor	Arena, amphitheater, or stadium	/	/	/	/	/	/	/	/	/	S	P	S	P	P	/	/	/	MP	/	30-4.C.4.h.1
	Golf course, private	S	S	S	S	S	S	/	P	/	S	P	S	/	/	/	/	MP	MP	MP	
	Athletic field and clubhouse	P	P	S	S	S	P	P	P	P	P	P	P	/	P	/	/	MP	MP	MP	
	Golf driving range	S	S	/	/	/	/	/	P	/	P	P	/	/	/	/	/	MP	MP	MP	
	Swimming pool, private	/	P	P	P	P	P	P	P	P	P	P	P	/	/	/	/	MP	MP	MP	30-4.C.4.h.2
	Swimming pool,	/	P	P	P	P	P	P	P	P	P	P	P	/	P	/	/	MP	MP	MP	30-4.C.4.h.2

Table 30-4.A.2 Use Table
P = Permitted Use S = Special Use
MP = Allowed Subject to a Planned Development Master Plan
"/" = Prohibited Use [1]

USE CATEGORY	USE TYPE	ZONING DISTRICTS																		ADDITIONAL REQUIREMENTS	
		SPECIAL		RESIDENTIAL						BUSINESS								PLANNED DEVELOPMENT			
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC		PD-TN
	non-profit																				
	Tennis court	/	P	P	P	P	P	P	P	P	P	P	P	/	P	/	/	MP	MP	MP	30-4.C.4.h.3
	Other commercial recreation, outdoor	/	/	/	/	/	S	/	P	S	S	P	P	P	/	P	P	MP	MP	MP	
Retail Sales & Services	Bar, nightclub, or cocktail lounge	/	/	/	/	/	/	/	/	/	P	P	P	P	/	P	/	MP	MP	MP	30-4.C.4.i.1
	Entertainment establishment	/	/	/	/	/	/	/	/	S	P	P	P	P	/	/	/	MP	MP	MP	
	Gasoline sales	/	/	/	/	/	/	/	/	S	P	P	S	S	/	/	/	MP	MP	MP	30-4.C.4.i.7
	Crematory	/	/	/	/	/	/	/	/	/	S	S	/	/	/	P	P	/	/	/	
	Financial institution, without drive-through service [4]	/	/	/	/	/	S	/	P	P	P	P	P	P	P	/	/	MP	MP	MP	
	Financial institution, with drive-through service [4]	/	/	/	/	/	/	/	P	S	P	P	P	S	P	/	/	/	MP	/	30-4.C.4.i.5
	Funeral home	/	/	/	/	/	/	/	/	/	P	P	S	P	/	/	/	/	MP	/	
	Laundromat	/	/	/	/	/	S	S	/	P	P	P	P	P	/	/	/	MP	MP	MP	
	Personal services establishment	/	/	/	/	/	S	/	P	P	P	P	P	P	/	P	/	MP	MP	MP	30-4.C.4.i.9
	Tattoo parlor/body piercing establishment	/	/	/	/	/	/	/	/	/	P	P	P	P	/	P	/	/	MP	/	
	Repair establishment	/	/	/	/	/	/	/	/	P	P	P	P	P	/	P	/	MP	MP	MP	30-4.C.4.i.10
	Convenience store, without gas sales	/	/	/	/	/	S	/	/	P	P	P	P	P	/	/	/	MP	MP	MP	
	Convenience store, with gas sales [4]	/	/	/	/	/	/	/	/	S	P	P	S	S	P	/	/	MP	MP	MP	30-4.C.4.i.3
	Drug store or pharmacy, without drive-through service [4]	/	/	/	/	/	S	/	/	P	P	P	P	P	P	/	/	MP	MP	MP	
	Drug store or pharmacy, with drive-through service	/	/	/	/	/	/	/	/	S	P	P	P	S	P	P	/	/	MP	/	30-4.C.4.i.4
	Flea market	/	/	/	/	/	/	/	/	/	S	S	/	/	/	P	/	/	/	/	30-4.C.4.i.6
	Grocery store	/	/	/	/	/	/	/	/	P/S	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.4.i.8
	Liquor store	/	/	/	/	/	/	/	/	/	P	P	P	P	/	/	/	MP	MP	MP	
	Retail sales establishment, large	/	/	/	/	/	/	/	/	/	P	P	P	/	S	S	/	/	MP	/	30-4.C.4.i.11

Table 30-4.A.2 Use Table																					
P = Permitted Use S = Special Use																					
MP = Allowed Subject to a Planned Development Master Plan																					
"/" = Prohibited Use [1]																					
USE CATEGORY	USE TYPE	ZONING DISTRICTS																		ADDITIONAL REQUIREMENTS	
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT				
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC		PD-TN
	[4]																				
	Electronic gaming operation	/	/	/	/	/	/	/	/	/	P	S	/	S	/	S	/	/	/	MP	30-4.C.4.i.13
	Other retail sales establishments [3], [4]	/	/	/	/	/	/	/	/	P/S	P	P	P	P	P	/	/	MP	MP	MP	
	Brewpub	/	/	/	/	/	/	/	/	/	S	P	P	P	P	/	/	/			
Self-Service Storage	Mini-warehouse	/	/	/	/	/	/	/	/	/	S	S	S	/	/	P	/	/	MP	/	30-4.C.4.j
Vehicle Sales and Services, Heavy	Aircraft parts, sales, and maintenance	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	MP	/	
	Automotive painting/body shop	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	/	/	30-4.C.4.k.1
	Automotive wrecker service	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	/	/	30-4.C.4.k.5
	Transmission shop	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	MP	/	30-4.C.4.k.7
	Boat and marine rental and sales	/	/	/	/	/	/	/	/	/	P	P	/	/	/	P	P	/	MP	/	
	Truck stop	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	/	/	
Vehicle Sales and Services, Light	Automotive parts and installation	/	/	/	/	/	/	/	/	/	P	P	/	S	/	P	/	/	/	/	30-4.C.4.k.2
	Automobile repair and servicing (without painting/body-work)	/	/	/	/	/	/	/	/	/	S	P	S	S	/	P	P	/	MP	/	30-4.C.4.k.3
	Automobile sales or rentals	/	/	/	/	/	/	/	/	/	P	P	S	S	/	P	/	/	MP	/	30-4.C.4.k.4
	Car wash or auto-detailing	/	/	/	/	/	/	/	/	/	P	P	/	S	/	P	/	MP	MP	MP	30-4.C.4.k.6
	Taxicab service	/	/	/	/	/	/	/	/	/	S	P	P	P	/	/	/	/	MP	/	
	Tire/muffler sales and mounting	/	/	/	/	/	/	/	/	/	P	P	/	/	/	P	P	/	MP	/	30-4.C.4.k.7
Visitor Accommodations	Bed and breakfast inn	/	/	S	S	S	S	/	P	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.4.l.1
	Hotel or motel [4]	/	/	/	/	/	/	/	P	/	P	P	P	P	P	/	/	/	MP	/	30-4.C.4.l.2
	Hotel or motel, extended stay [4]	/	/	/	/	/	/	/	P	/	P	P	P	P	P	/	/	/	MP	/	30-4.C.4.l.2
	Tourist Home	/	/	/	/	/	S	/	/	P	P	P	P	P	/	/	/	MP	MP	MP	30-4.C.4.l.3
INDUSTRIAL USE CLASSIFICATION [1]																					
Extractive Industry	All uses	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	P	/	/	/	30-4.C.5.a

Table 30-4.A.2 Use Table																						
P = Permitted Use S = Special Use																						
MP = Allowed Subject to a Planned Development Master Plan																						
"/" = Prohibited Use [1]																						
USE CATEGORY	USE TYPE	ZONING DISTRICTS																			ADDITIONAL REQUIREMENTS	
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT					
		CD	AR	SF-15	SF-10	SF-6	MR-5	MH	OI	NC [3]	LC	CC	MU	DT	BP-4	LI	HI	PD-R	PD-EC	PD-TN		
Industrial Services	Building, heating, plumbing, or electrical contractor with outside storage	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	MP	/		
	Electric motor repair	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	MP	/	30-4.C.5.b.1	
	Fuel oil/bottled gas distributor	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	/	/		
	General industrial service	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	P	/	MP	/		
	Heavy equipment sales, rental, or storage	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	MP	/	30-4.C.5.b.2	
	Heavy equipment servicing and repair	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	P	/	/	/		
	Laundry, dry cleaning, and carpet cleaning plants	/	/	/	/	/	/	/	/	/	/	P	/	/	/	P	P	/	/	/	30-4.C.5.b.3	
	Machine shop	/	/	/	/	/	/	/	/	/	/	S	/	/	/	P	P	/	MP	/	30-4.C.5.b.1	
	Office-warehouse	/	/	/	/	/	/	/	/	/	/	P	P	P	P	P	P	/	MP	MP		
	Repair of scientific or professional instruments	/	/	/	/	/	/	/	/	S	P	P	P	/	P	P	P	/	MP	/	30-4.C.5.b.1	
	Research and development	/	/	/	/	/	/	/	P	P	P	P	P	P	P	P	P	/	MP	/		
	Tool repair	/	/	/	/	/	/	/	/	/	/	P	P	S	P	P	P	/	/	/	30-4.C.5.b.1	
Manufacturing and Production	Manufacturing, heavy	/	/	/	/	/	/	/	/	/	/	/	/	/	P	/	P	/	MP	/		
	Manufacturing, high impact/hazardous	/	/	/	/	/	/	/	/	/	/	/	/	/	S	/	P	/	MP	/	30-4.C.5.c.1	
	Manufacturing, light	/	/	/	/	/	/	/	/	/	/	S	/	/	P	P	P	/	MP	/		
	Research and Technology Production	/	/	/	/	/	/	/	/	S	P	P	/	/	/	P	P	/	/	/		
	Microbrewery	/	/	/	/	/	/	/	/	/	P	P	P	/	P	/	/	MP	MP	MP	30-4.C.5.c.2	
	Microdistillery	/	/	/	/	/	/	/	/	/	P	P	P	/	P	/	/	MP	MP	MP	30-4.C.5.c.2	
Warehouse and Freight Movement	Cold storage plant	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	MP	/		
	Outdoor storage (as a principal use)	/	/	/	/	/	/	/	/	/	/	S	/	/	P	P	P	/	MP	/	30-4.C.5.d.1	
	Parcel services	/	/	/	/	/	/	/	/	/	/	P	/	S	/	P	P	/	MP	/	30-4.C.5.d.2	
	Truck or freight terminal	/	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	/	MP	/		

Table 30-4.A.2 Use Table																				
P = Permitted Use S = Special Use																				
MP = Allowed Subject to a Planned Development Master Plan																				
"/" = Prohibited Use [1]																				
USE CATEGORY	USE TYPE	ZONING DISTRICTS																		ADDITIONAL REQUIREMENTS
		SPECIAL		RESIDENTIAL					BUSINESS								PLANNED DEVELOPMENT			
		CD	AR	SF = 15	SF = 10	SF = 6	MR = 5	MH	OI	NC [3]	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC	
	Warehouse (distribution)	/	/	/	/	/	/	/	/	/	/	S	/	/	P	P	P	/	MP	/
	Warehouse (storage)	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	P	/	MP	/
Waste-Related Services	Energy recovery plant	/	/	/	/	/	/	/	/	/	/	/	/	/	S	S	S	/	/	/
	Hazardous waste collection sites	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	/	/	/
	Incinerator	/	/	/	/	/	/	/	/	/	/	/	/	/	S	S	P	/	/	/
	Land application of wastes	/	S	/	/	/	/	/	/	/	/	/	/	/	/	S	S	/	/	/
	Landfill, land clearing and inert debris or construction debris	/	S	/	/	/	/	/	S	/	/	S	S	/	/	S	S	/	/	/
	Landfill, sanitary	/	S	/	/	/	/	/	/	/	/	/	/	/	/	S	S	/	/	/
	Recycling center	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	S	/	/	/
	Recycling drop-off center	/	/	/	/	S	S	S	P	P	P	P	P	P	/	P	P	MP	MP	MP
	Salvage and junkyard	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	/	/	/
	Tire disposal or recycling	/	/	/	/	/	/	/	/	/	/	/	/	/	/	S	S	/	/	/
	Waste composting	/	S	/	/	/	/	/	/	/	/	/	/	/	/	S	S	/	/	/
Wholesale sales	All uses	/	/	/	/	/	/	/	/	/	/	S	S	/	S	P	/	/	MP	/
NOTES: [1] Some commercial, mixed-use, and industrial uses require additional separation or buffer standards or may require special use permit approval when located adjacent to or across a local street or alley from single-family residential development in accordance with Section Transitional Standards. Cottage developments may require a Neighborhood Compatibility Permit (see Section 30-2.C.21). [2] Individual manufactured homes located outside of a manufactured home park may only be established on lots located within the Manufactured Home Overlay district. [3] New construction for individual retail uses over 2,500 square feet in the NC zoning district must be approved through the Special Use Permit process. [4] In the BP district not more than a cumulative total of 40% of the developable area or 30% of the total area, whichever is less, of each Business Park development shall be used for uses in the following use categories: visitor accommodation, eating establishment, and retail sales and services. Such uses as a park or recreational facility within the BP development shall not be counted toward this commercial use or supportive use limitation. Restaurants with drive-thru service and Convenience Stores with gas sales and drive-thru service shall be limited to the periphery of the BP and within the greater of 1500 feet from an interstate centerline or 1250 feet from the nearest access road to that interstate. All other commercial uses shall be located on the periphery of the Business Park development or at a major internal intersection. These use types in a BP Business Park district must meet the standards for commercial, office and mixed use in Table 30-5.C.3 Required Open Space/Parkland Dedication and Article 30-5.1 Commercial, Office and Mixed Use Design Standards.																				

(Ord. No. S2011-008, §§ 7, 12.2a, 7-25-2011; Ord. No. S2011-013, §§ 1.5, 1.8, 2.2a, 8.3, 11-28-2011; Ord. No. S2011-014, § 3, 11-28-2011; Ord. No. S2012-001, § 5.1, 1-23-2012; Ord. No. S2012-011, § 1, 5-29-2012; Ord. No. S2012-024, §§ 5—7, 11-13-2012; Ord. No. S2012-025, § 16, 11-13-2012; Ord. No. S2013-002, § 11, 2-11-2013; Ord. No. S2014-002, § 2, 3a, 5b, 1-13-2014; Ord. No. S2014-012, § 2, 8-11-2014; Ord. S2014-015, §§ 2b, 4, 8-11-2014; Ord. S2016-007, § 2, 6-27-2016; Ord. S2017-004, § 1a-c, 6-26-2017; Ord. No. S2019-008, 1, 04/23/2019)

Property Summary

Tax Year: 2020

REID	0530296245000	PIN	0530-29-6245	Property Owner	FSB SPECIAL ASSETS LLC
Location Address	0 S I-295 HWY	Property Description	10.46 ACS GOLDEN BELT LD	Owner's Mailing Address	P.O. BOX 95329 OKLAHOMA CITY OK 73143

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	1/31/2020	Total Appraised Land Value	\$523,000
Old Map #		Deed Book	010684	Total Appraised Building Value	
Market Area	3175	Deed Page	00115	Total Appraised Misc Improvements Value	
Township	NONE	Revenue Stamps	\$2,737	Total Cost Value	\$523,000
Planning Jurisdiction	COUNTY	Package Sale Date		Total Appraised Value - Valued By Cost	\$523,000
City	FAYETTEVILLE	Package Sale Price		Other Exemptions	
Fire District		Land Sale Date		Exemption Desc	
Spec District		Land Sale Price		Use Value Deferred	
Land Class	R100-RES	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	0	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$523,000
Acreage	10.46	Total Living Area	0		
Permit Date		Total Gross Leasable Area	0		
Permit #					

Photograph

No Photo Found

Building Summary**Misc Improvements Summary**

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
--------	---------------	---------	------	------------	----------	-------------------	-------------------	--------------------	--------------------------	-------

No Data

Total Misc Improvements Value Assessed:

Land Summary

Land Class: R100-RES

Deeded Acres: 10.46

Calculated Acres: 10.39

Zoning	Soil Class	Description	Size	Rate	Land Adjustment	Land Value
SF15		2096-RURAL-ACREAGE	10.46 BY THE ACRE PRICE	\$50,000		\$523,000

Total Land Value Assessed: \$523,000**Ownership History**

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	FSB SPECIAL ASSETS LLC	TD-TRUSTEES DEED	100	2737	\$684,250	010684	00115	1/31/2020
1 Back	LIBERTY HILLS LLC	WD-WARRANTY DEED	100	0		008955	00343	7/26/2012
2 Back	CITY OF FAYETTEVILLE	DE-DEED	100	0		008926	00721	6/19/2012
3 Back	N C DEPT OF TRANSPORTATION	FJ-FINAL JUDGEMENT	100	0		008367	00220	4/5/2010
4 Back	N C DEPT OF TRANSPORTATION	MA-MEMO-OF-ACTION	100	0		007898	00325	5/27/2006
5 Back	LIBERTY HILLS LLC	WD-WARRANTY DEED	100	0		002226	00559	7/1/1984

Notes Summary

Building Card	Date	Line	Notes
No Data			

Property Summary

Tax Year: 2020

REID	0530394583000	PIN	0530-39-4583	Property Owner	FSB SPECIAL ASSETS LLC
Location Address	0 N/A DR	Property Description	55.54 ACS GOLDEN BELT LD	Owner's Mailing Address	P.O. BOX 95329 OKLAHOMA CITY OK 73143

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	1/31/2020	Total Appraised Land Value	\$1,110,800
Old Map #		Deed Book	010684	Total Appraised Building Value	
Market Area	3175	Deed Page	00115	Total Appraised Misc Improvements Value	
Township	NONE	Revenue Stamps	\$2,737	Total Cost Value	\$1,110,800
Planning Jurisdiction	COUNTY	Package Sale Date		Total Appraised Value - Valued By Cost	\$1,110,800
City	FAYETTEVILLE	Package Sale Price		Other Exemptions	
Fire District		Land Sale Date		Exemption Desc	
Spec District		Land Sale Price		Use Value Deferred	
Land Class	R100-RES	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	0	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$1,110,800
Acreage	55.54	Total Living Area	0		
Permit Date		Total Gross Leasable Area	0		
Permit #					

Photograph

No Photo Found

Building Summary**Misc Improvements Summary**

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (%) Bad)	Econ Depr (%) Bad)	Funct Depr (%) Bad)	Common Interest (%) Good)	Value
--------	---------------	---------	------	------------	----------	--------------------	--------------------	---------------------	---------------------------	-------

No Data

Total Misc Improvements Value Assessed:

Land Summary

Land Class: R100-RES		Deeded Acres: 55.78		Calculated Acres: 55.79		
Zoning	Soil Class	Description	Size	Rate	Land Adjustment	Land Value
SF15		2096-RURAL-ACREAGE	55.54 BY THE ACRE PRICE	\$50,000	PHYSICAL-50.00	\$1,110,800
Total Land Value Assessed: \$1,110,800						

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	FSB SPECIAL ASSETS LLC	TD-TRUSTEES DEED	100	2737	\$684,250	010684	00115	1/31/2020
1 Back	LIBERTY HILLS LLC	WD-WARRANTY DEED	100	2630	\$1,315,000	009584	00218	1/28/2015
2 Back	CITY OF FAYETTEVILLE	DE-DEED	100	0		008926	00721	6/19/2012
3 Back	N C DEPT OF TRANSPORTATION	FJ-FINAL JUDGEMENT	100	0		008367	00220	4/5/2010
4 Back	N C DEPT OF TRANSPORTATION	MA-MEMO-OF-ACTION	100	0		007898	00325	5/27/2008

Notes Summary

Building Card	Date	Line	Notes
No Data			



0000801375202020000000



CUMBERLAND
COUNTY
NORTH CAROLINA

Property Tax Bill Detail

Current Owner: **FSB SPECIAL ASSETS LLC Property Tax** **Real Property**
Description: **10.46 ACS GOLDEN BEL**
Location: **0 S I-295 HWY** Bill Status: **UNPAID**
FAYETTEVILLE NC Bill Flag: **OWNERSHIP TRANSFER**
Mailing Address: **P.O. BOX 95329** Bill #: **0000801375-2020-2020-0000-00**
OKLAHOMA CITY OK Old Bill #:
73143 Old Account #:
Parcel #: **0530-29-6245** Due Date: **9/1/2020**
Lender: Interest Begins: **1/6/2021**

	Value	Rate	Tax Districts	Description	Amount
Real	\$523,000	.7990	CUMBERLAND COUNTY	Tax	\$4,178.77
Deferred	\$0				
Use	\$523,000	.4995	FAYETTEVILLE	Tax	\$2,612.39
Personal	\$0				
Exempt & Exclusion	\$0				
					Interest: \$0.00
Total Assessed Value					Total Billed: \$6,791.16

Transaction History

Date	Type	Paid By	Trans #	Amount
Correct Due if paid by 12/9/2020: \$6,791.16				

000067911642020202000000008013753



0000340216202020000000



CUMBERLAND
COUNTY
NORTH CAROLINA

Property Tax Bill Detail

Current Owner: **FSB SPECIAL ASSETS LLC** **Property Tax** **Real Property**
Description: **55.54 ACS GOLDEN BEL**
Location: **0 N/A DR FAYETTEVILLE NC**
Mailing Address: **P.O. BOX 95329 OKLAHOMA CITY OK 73143**
Parcel #: **0530-39-4583**
Lender:

Bill Status: **UNPAID**
Bill Flag: **OWNERSHIP TRANSFER**
Bill #: **0000340216-2020-2020-0000-00**
Old Bill #:
Old Account #:
Due Date: **9/1/2020**
Interest Begins: **1/6/2021**

	Value	Rate	Tax Districts	Description	Amount
Real	\$1,110,800	.7990	CUMBERLAND COUNTY	Tax	\$8,875.29
Deferred	\$0				
Use	\$1,110,800	.4995	FAYETTEVILLE	Tax	\$5,548.45
Personal	\$0				
Exempt & Exclusion	\$0				
					Interest: \$0.00
Total Assessed Value					Total Billed: \$14,423.74

Transaction History

Date	Type	Paid By	Trans #	Amount
Correct Due if paid by 12/9/2020: \$14,423.74				

0001442374320202020000000003402168

FILED ELECTRONICALLY
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.

FILED	Jan 31, 2020
AT	01:25:36 PM
BOOK	10684
START PAGE	0115
END PAGE	0121
INSTRUMENT #	03625
RECORDING	\$26.00
EXCISE TAX	\$2,737.00

Drawn By and After Recordation Return to:
John Gardner
K&L Gates LLP
P.O. Box 17047
Raleigh, NC 27619-7047

Tax Parcel ID Nos.: 0530-29-3784-, 0530-29-6245-, 0530-39-4583-
Excise Tax: \$2,737.00

TRUSTEE'S DEED

THIS TRUSTEE'S DEED (this "Deed") is made this 29th day of January, 2020, by John R. Gardner, ("Grantor"), whose mailing address is 4350 Lassiter at North Hills Avenue, Suite 300, Raleigh, NC 27609, Substitute Trustee under the Deed of Trust recorded in Book 9584 at Page 222 of the Office of the Register of Deeds of Cumberland County, North Carolina (as amended, supplemented, or otherwise modified, the "Deed of Trust"), in favor of FSB Special Assets, LLC ("Grantee"), whose mailing address is P.O. Box 95329, Oklahoma City, OK 73143, and the Substitution of Trustee recorded in Book 10531 at Page 897 of the Register of Deeds of Cumberland County, North Carolina.

WITNESSETH:

THAT, WHEREAS, pursuant to that certain Order Allowing Foreclosure of Deed of Trust (the "Order"), dated September 9, 2019, and filed in that certain foreclosure proceeding captioned "In the Matter of the Foreclosure of the Deed of Trust of River Landing Center, LLC, successor in interest to Liberty Hills, LLC, Grantor, to John R. Gardner, the Substitute Trustee, for Grantee, as recorded in Book 9584 at Page 222 of the Cumberland County Register of Deeds," and the Substitution of Trustee recorded in Book 10531 at Page 897 of the Cumberland County Register of Deeds, and being Special Proceeding No. 19-SP-1222 in the Office of the Clerk of Superior Court of Cumberland County, North Carolina (the "Foreclosure Proceeding"), Grantor offered the Property (as hereinafter defined) for sale at public auction on October 3, 2019, in accordance with the terms, conditions and provisions of that certain Amended Notice of Sale dated September 11, 2019 and filed in the Foreclosure Proceeding on September 12, 2019. Frontier State Bank was the high bidder at the foreclosure sale, and assigned its bid to Grantee through that certain Assignment

303490747 v3

submitted electronically by "The Pryzwansky Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

of Interest in Bid filed in the Foreclosure Proceeding. The sale remained open for 10 days, and no upset bids were filed.

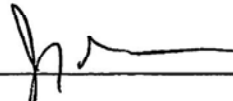
NOW THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Order, and the laws of the State of North Carolina, Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, all those certain lots or parcels of land, lying and being in Cumberland County, North Carolina, and being more particularly described on Exhibit A and Exhibit B (the "Property"). No portion of the property herein conveyed serves as the primary residence of the Grantor.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, in as full and ample manner as Grantor in its capacity as substitute trustee is authorized and empowered to convey the same.

The Property is conveyed subject to all ad valorem taxes and special assessments, and any liens, restrictions, rights-of-way, easements and other matters of record which are prior and superior to the lien of the Deed of Trust which is the subject of the Foreclosure Proceeding.

[Signature appears on the following page]

IN WITNESS WHEREOF, Grantor, as Substitute Trustee under the Deed of Trust, has caused this instrument to be signed the day and year first above written.



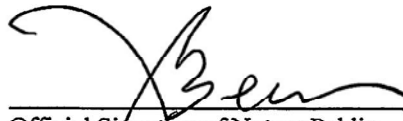
JOHN R. GARDNER, as Substitute Trustee

STATE OF NORTH CAROLINA.
COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

John R. Gardner
Name of principal(s)

Date: 1/29/2020



Official Signature of Notary Public
Laura Bean , Notary Public
Notary printed or typed name
My commission expires: 1/27/2023

[OFFICIAL SEAL]

LAURA BEAN
NOTARY PUBLIC
WAKE COUNTY, N.C.

EXHIBIT A

BEING all of those certain tracts or parcels of land located in Cumberland County, North Carolina and being more particularly described as follows:

Tract One

BEGINNING at the southeast corner of the 50.00 acre tract previously conveyed to Liberty Hills, LLC as recorded in Deed Book 8955, Page 0343, Cumberland County, North Carolina Registry, said beginning corner being in the northern line of Lot 230 of Kings Grant, Section VI as recorded in Plat Book 87, Page 171 and running with the eastern line of the previously conveyed 50.00 acre tract (reversed) the following courses and distances;

North 20 degrees 41 minutes 04 seconds East, 425.00 feet to a point;
North 26 degrees 23 minutes 42 seconds East, 50.25 feet to a point;
North 20 degrees 41 minutes 04 seconds East, 250.00 feet to a point;
North 45 degrees 26 minutes 48 seconds East, 55.06 feet to a point;
North 20 degrees 41 minutes 04 seconds East, 165.45 feet to a point;
North 69 degrees 18 minutes 56 seconds West, 128.46 feet to a point;
South 77 degrees 43 minutes 20 seconds West, 77.28 feet to a point;
North 11 degrees 14 minutes 30 seconds West, 125.66 feet to a point;
North 31 degrees 38 minutes 45 seconds West, 53.40 feet to a point;
North 10 degrees 57 minutes 50 seconds West, 140.00 feet to a point in the southern right-of-way margin of the future I-295;

thence with said future right-of-way margin of I-295 the following courses and distances;

with a curve to the left on a radius of 3707.34 feet an arc distance of 85.03 feet (chord North 78 degrees 22 minutes 44 seconds East, 85.03 feet) to an existing N.C.D.O.T. right-of-way disk;

North 76 degrees 36 minutes 30 seconds East, 211.97 feet to an existing N.C.D.O.T. right-of-way disk;

North 76 degrees 02 minutes 30 seconds East, 1368.76 feet to an existing N.C.D.O.T. right-of-way disk;

North 76 degrees 12 minutes 38 seconds East, 198.46 feet to an existing N.C.D.O.T. right-of-way disk;

North 78 degrees 27 minutes 40 seconds East, 109.09 feet to an existing iron stake in the western line of Tract 6 as shown on a map of Kings Grant Club as recorded in Plat Book 100, Page 10;

thence with said western line of Tract 6 and beyond with the western line of Lots 189-188 of Kings Grant Section Four, Part C as recorded in Plat Book 82, Page 151 and beyond with the western line of Lots 23-19 of Birkdale Village as recorded in Plat Book 83, Page 109 South 20 degrees 32 minutes 23 seconds West, 876.15 feet to an existing concrete monument in the western line of Lot-19;

thence with the western line of Lots 19-14 of said Birkdale Village South 20 degrees 13 minutes 30 seconds West, 366.02 feet to an existing concrete monument at the southwest corner of Lot 14;

thence with the western line of the McNeil tract as recorded in Deed Book 3168, Page 0681 South 19 degrees 56 minutes 00 seconds West, 365.31 feet to the northernmost corner of Lot 148 of Kings Grant Section Five as recorded in Plat Book 73, Page 45;

thence with the western line of Lots 148-151 of said Kings Grant Section Five South 22 degrees 11 minutes 40 seconds West, 423.07 feet to the northernmost corner of Lot 152 of Kings Grant Section Five, Part A as recorded in Plat Book 74, Page 35;

thence with the northern line of Lots 152-155 of said Kings Grant Section Five, Part A South 67 degrees 21 minutes 45 seconds West, 347.34 feet to an existing iron stake at the northeast corner of Lot 156 of Kings Grant Section Five as referenced above;

thence with the northern line of Lots 156-158 of Section Five and beyond with the northern line of Lot 225 of Kings Grant Section Five, Part B as recorded in Plat Book 84, Page 78 and beyond with the northern line of Lots 226-228 of Kings Grant Section VI as recorded in Plat Book 87, Page 171 North 69 degrees 23 minutes 30 seconds West, 751.29 feet to an existing iron stake in the northern line of Lot 228;

thence with the northern line of Lots 228-230 of Section VI North 69 degrees 18 minutes 57 seconds West, 276.82 feet to the POINT OF BEGINNING.

Containing 55.54 acres, more or less.

The above bearings are based on N.C. Grid System (NAD 83) by information supplied by N.C.D.O.T.

Prepared by Moorman, Kizer & Reitzel, Inc., Fayetteville, North Carolina.

Tract Two

BEGINNING at the southeast corner of Lot 228 of Liberty Hill Section One as recorded in Plat Book 133, Page 60, Cumberland County, North Carolina Registry, said beginning corner being in the northern line of Lot 234 of Kings Grant Section VI as recorded in Plat Book 87, Page 171 and running with the eastern line of Section One of Liberty Hill the following courses and distances;

North 20 degrees 41 minutes 03 seconds East, 125.00 feet to a corner;
North 20 degrees 53 minutes 34 seconds East, 50.00 feet to a corner;
North 20 degrees 41 minutes 03 seconds East, 250.00 feet to a corner;
North 68 degrees 24 minutes 38 seconds East, 74.33 feet to a corner;
North 20 degrees 41 minutes 03 seconds East, 151.74 feet to a corner;
South 87 degrees 32 minutes 54 seconds East, 44.13 feet to a corner;
North 18 degrees 31 minutes 59 seconds West, 91.88 feet to a corner;
North 07 degrees 16 minutes 31 seconds West, 179.66 feet to a corner;
with a curve to the right on a radius of 3897.34 feet an arc distance of 101.76 feet (chord South 83 degrees 28 minutes 22 seconds West, 101.76 feet) to a corner;
North 16 degrees 48 minutes 46 seconds West, 50.95 feet to a corner;
North 05 degrees 38 minutes 02 seconds West, 140.00 feet to a point in the southern right of way margin of the future I-295;

thence with said future right of way margin of I-295 with a curve to the left on a radius of 3707.34 feet an arc distance of 344.88 feet (chord North 81 degrees 42 minutes 03 seconds East, 344.76 feet) to a point;

thence leaving the southern right of way margin of the future I-295 and running on the eastern line of the tract of which this was a part the following courses and distances;

South 10 degrees 57 minutes 50 seconds East, 140.00 feet to a point;
South 31 degrees 38 minutes 45 seconds East, 53.40 feet to a point;
South 11 degrees 14 minutes 30 seconds East, 125.66 feet to a point;
North 77 degrees 43 minutes 20 seconds East, 77.28 feet to a point;
South 69 degrees 18 minutes 56 seconds East, 128.46 feet to a point;
South 20 degrees 41 minutes 04 seconds West, 165.45 feet to a point;
South 45 degrees 26 minutes 48 seconds West, 55.06 feet to a point;
South 20 degrees 41 minutes 04 seconds West, 250.00 feet to a point;
South 26 degrees 23 minutes 42 seconds West, 50.25 feet to a point;
South 20 degrees 41 minutes 04 seconds West, 425.00 feet to the southeast corner of the tract of which this was a part, said corner being in the northern line of Lot 230 of Kings Grant Section VI as referenced above;

thence with the northern line of Lots 230-234 of said Kings Grant, Section VI North 69 degrees 18 minutes 56 seconds West, 420.18 feet to the POINT OF BEGINNING.

Containing 10.46 acres, more or less.

And being the eastern portion of a 50.00 acre tract as recorded in Deed Book 8955, Page 0345, Cumberland County, North Carolina Registry.

The above bearings are based on N.C. Grid System (NAD 83) by information supplied by N.C.D.O.T.

Prepared by Moorman, Kizer & Reltzel, Inc., Fayetteville, North Carolina.

EXHIBIT B

All personal property owned by Grantor in which Frontier State Bank has a security interest pursuant to the Deed of Trust, including any and all equipment, fixtures, and other articles of personal property attached or affixed to the Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

County Profile

Cumberland County (NC)

November 2020

Demographics

Population & Growth

2018 Est Population
2010 Census Total Population
Jul2018 NC Certified Population Estimate

Population

332,106
319,431
331,764

% Annual Growth

(0.2%)
0.5%
0.8%

Urban/Rural Representation

2010 Census Total Population: Urban
2010 Census Total Population: Rural

276,729
42,702

Urban/Rural Percent

86.6%
13.4%

Estimated Population by Age

2018 Est Median Age
2018 Est Total Pop 0-19
2018 Est Total Pop 20-24
2018 Est Total Pop 25-34
2018 Est Total Pop 35-44
2018 Est Total Pop 45-54
2018 Est Total Pop 55-64
2018 Est Total Pop 65+

31
92,593
34,692
56,934
38,887
37,095
34,605
37,300

% Pop by Age

27.9%
10.4%
17.1%
11.7%
11.2%
10.5%
11.2%

Commuters, Workers Age 16 and Over, 2018 ACS Est

Percent of Workers, By Travel Time

Avg Travel Time, Minutes 21.0
Workers Not Working at Home 146,306
Travel Time to Work: < 10 minutes 16.8%
Travel Time to Work: 10-14 minutes 15.0%
Travel Time to Work: 15-19 minutes 20.5%
Travel Time to Work: 20-24 minutes 17.6%
Travel Time to Work: 25-29 minutes 7.4%
Travel Time to Work: 30-34 minutes 11.3%
Travel Time to Work: 35-44 minutes 3.6%
Travel Time to Work: 45-59 minutes 3.8%
Travel Time to Work: 60+ minutes 4.0%

Workers, By Transportation

Worker Transp, Base 151,311
Work at Home 3.3%
Drove Car/Truck/Van Alone 80.0%
Carpooled Car/Truck/Van 9.1%
Public Transportation 0.5%
Walked 5.7%
Bicycle 0.1%
Taxi, Motorcycle, Other 1.3%

Place of Work

Worked in State/County of Residence
Worked in State/Outside County of Residence
Worked Outside State of Residence

Commuters

134,969
14,526
1,816

Residents

89.2%
9.6%
1.2%

Education

2019-20 Kindergarten-12th Enrollment
2020 Average SAT score (1600 new scale)
2020 Percent of Graduates taking SAT
2018-19 Higher Education Completions (Provisional)
2018-19 Higher Education Enrollment (Provisional)
2018 Est Education Attainment age 25+, At Least High School Graduate
2018 Est Education Attainment age 25+, At Least Bachelor's Degree

50,971
1,030
34.1%
6,811
30,034
185,820
51,252

Pop Age 25+

90.7%
25.0%

Housing

		% Ann Growth or % Total
2010 Census Total Housing	122,431	
2010 Census Total Households	135,524	
2018 Est Total Housing Units, % annual growth	145,839	0.5%
2018 Est Occupied Housing, % of total	124,418	85.3%
2018 Est Vacant Housing, % of total	21,421	14.7%
2018 Est Median Value of Owner Occupied Housing	\$132,500	
2018 Est Median Gross Rent	\$922	
2018 Est Owner Occupied Housing, % of total	63,395	51.0%
2018 Est Renter Occupied Housing, % of total	61,023	49.0%
2018 Est % Owner Occupied Vacancy Rate	4.1%	
2018 Est % Renter Occupied Vacancy Rate	7.8%	

Income

		% Ann Growth or % Pov
2018 Est Median Family Income	\$54,778	
2018 Median Household Income (SAIPE)	\$46,779	6.2%
2018 Est Median Worker Earnings	\$27,781	
2018 Per Capita Income (BEA)	\$38,780	
2018 Est Pop. Income Below Poverty (SAIPE)	53,788	17.0%

Employment / Unemployment

	Currently	2019 Annual
SEP2020 Prelim., 2019 Employment	111,826	122,306
SEP2020 Prelim., 2019 Unemployment	11,660	6,550
SEP2020 Prelim., 2019 Unemployment Rate	9.4%	5.1%
2020Q2YTD, 2019 Announced Job Creation	-	87
2020Q2YTD, 2019 Total Announced Investments (\$mil)	-	\$183.2

Employment / Wages by Industry	2020Q1 Employment	2019 Employment	2020Q1 Avg Weekly Wage	2019 Avg Weekly Wage
Total All Industries	120,276	120,525	\$832	\$852
Total Government	37,588	36,837	\$1,072	\$1,125
Total Private Industry	82,688	83,688	\$723	\$732
Agriculture Forestry Fishing & Hunting	-	-	-	-
Mining	0	0	\$0	\$0
Utilities	459	455	\$1,521	\$1,322
Construction	5,060	5,591	\$1,018	\$1,136
Manufacturing	6,252	6,814	\$1,192	\$1,165
Wholesale Trade	1,850	2,096	\$1,220	\$1,096
Retail Trade	16,177	16,532	\$538	\$529
Transportation and Warehousing	4,550	4,668	\$902	\$921
Information	-	-	-	-
Finance and Insurance	1,938	1,909	\$1,357	\$1,182
Real Estate and Rental and Leasing	1,628	1,655	\$781	\$759
Professional and Technical Services	5,468	5,129	\$1,172	\$1,250
Mgt of Companies, Enterprises	-	-	-	-
Administrative and Waste Services	6,220	5,419	\$632	\$670
Educational Services	12,998	-	\$777	-
Health Care and Social Assistance	23,882	23,554	\$998	\$1,051
Arts, Entertainment and Recreation	1,489	1,588	\$346	\$340
Accommodation and Food Services	14,628	15,076	\$294	\$295
Other Services Ex. Public Admin	2,975	2,993	\$736	\$711
Public Administration	13,112	12,988	\$1,153	\$1,209
Unclassified	0	0	\$0	\$0

Commercial/Retail/Industrial

Local Business

2020Q3 Available Industrial Buildings	14
2020Q1 Establishments: Total Private Industry	6,218
2020Q1 Establishments: Manufacturing	118
2018 Est Self Employed	5,396

Local Retail Business

2019 Total Retail Sales (With Food/Drink) (\$mil)	\$4.8
2019 Total Retail Businesses (With Food/Drink)	1,547
2019 Avg Sales/Business Total (with Food/Drink)	\$3,074,187
2020Q3 Available Commercial Buildings (if County reports)	14

Quality of Life

Taxes

FY2020-21 Property Tax Rate per \$100 Value	\$0.7990
FY2019-20 Annual Taxable Retail Sales (\$mil)	\$4,330.6
2020 Tier designation	1

Childcare

2020Q3 Licensed Child Care Facilities	287
2020Q3 Licensed Child Care Enrollment	9,667

Healthcare Providers

2019 Number of Physicians	611
2019 Physicians/10,000 population	18.4
2019 RNs/10,000 population	94.1
2019 Dentists/10,000 population	5.4
2017 Pharmacists/10,000 population	11.4

Sources:

Census (2010, ACS 2014-18) for income, commuters, place of work, population, housing, and educational attainment at <https://data.census.gov>. ESRI for retail data at www.esri.com. NC Dept. of Education for SAT data by NC county system at <http://www.ncpublicschools.org>. US Dept. of Education, National Center for Education Statistics for higher education data at <https://nces.ed.gov/ipeds/datacenter>. NC Commerce, Labor and Economic Analysis Division for NC tiers, occupational data, employment and unemployment, and wages and establishments by industry at <http://accessnc.nccommerce.com/>. EDPNC for announced new jobs and investment and available buildings at <https://edpnc.com>. NC Dept. of Health & Human Services for childcare data at <http://www.ncdhhs.gov/>. UNC Sheps Center for healthcare professions at <https://nchealthworkforce.unc.edu/>. Full datasets and topic dashboards are available at <http://AccessNC.NCCommerce.com>.

Notes:

Data are the latest available at the date the profile was prepared. SAT scores use the new 1600 scoring system started in 2016 and represent county systems. Unemployment data is now the latest month which is preliminary and is subject to change. US Education IPEDs data for Completions and Enrollment is at least Provisional and updated when Final. American Community Survey (ACS) data are estimates, noted 'Est' and are from the 5-year survey; data is as of final year with dollars inflated to final year. Per capita income is a broad measure of income spread over all residents. Worker earnings includes wage income for residents regardless of where they work. Private sector wages are paid by local employers to their employees regardless of where they live. Additional data, reports, and dashboards are available at: <http://accessnc.nccommerce.com/index.html>.

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 8th day of September, 2021, by and between

FSB Special Assets, LLC ("Seller").

WHEREAS at an auction conducted this day by United Country Blue Ridge Land
("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Kimsley Lane; Terminus of McCoy Cross and Northgate Drive
City: Fayetteville, NC Zip 28314
County: Cumberland, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 0530-29-6245 & 0530-39-4583 Acreage: 65.73

Other description: Situated south of I-295 behind Kings Grant Subdivision, adjacent to Liberty Hill Subdivision

Some or all of the Property may be described in Deed Book 10684 at Page 115

☐ **ADDITIONAL PARCELS.** If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: _____

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:



4. **PURCHASE PRICE:** The purchase price of the Property is \$ _____ and shall be paid in US dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. An earnest money deposit in the amount of \$ **20,000.00** by ☐ cash ☐ personal check ☐ official bank check ☒ wire transfer has this day been made to Firm. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Buyer shall pay the balance of the purchase price, in the amount of \$ _____, in full in legal tender to Seller at Closing. Firm will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over there turn or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 10/25/2021 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Closing ("Delaying Party"), and if the other party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and Closing Attorney and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties) or to otherwise extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☒ shall be prorated on a calendar year basis as of the date of Closing ☐ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☐ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. SELLER OBLIGATIONS:

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☐ GENERAL WARRANTY DEED ☒ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this contract and the earnest money shall be returned to Buyer.

13. OTHER PROVISIONS AND DISCLOSURES:

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement** (check only one):

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

It is vacant land with no residence

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

☐ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): **It is vacant land with no residence**

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐

☐

☐

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

(f) **Primary Residence:** Seller represents that the Property ☐ is or ☒ is not Seller's primary residence.

(g) **Other:** _____

14. **ENTIRE AGREEMENT; NOTICE:** This contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto. Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the information section below.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as maybe necessary to more effectively transfer to Buyer the Property described herein in accordance with this contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **APPLICABLE LAW:** This contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller 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.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

____ (SEAL)

Date: _____

____ (SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

____ (SEAL)

FSB Special Assets, LLC

Date: _____

____ (SEAL)

Date: _____

Entity Seller:

Frontier State Bank

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: **Billie N. Haycraft Jr.**

Title: **President**

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

Firm acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Firm: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____
Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: **Matt Gallimore** Real Estate License #: **10250**
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)745-2005** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country Blue Ridge Land**
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

102 S. Locust Street

Firm Mailing Address: **Floyd, VA 24091**

NCAL Firm License #: **10299**

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: **Matt Gallimore** NCAL License #: **10250**

[THIS SPACE LEFT INTENTIONALLY BLANK]