



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – BRD Land & Investment

**AUCTION LOCATION** - Online only at [www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)

**AUCTION END DATE** - Monday, May 20<sup>th</sup>, 2024 at 5:00 PM (EST)

**AUCTIONEER** — Dan McLemore (Broker/Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St. in Matthews NC has contracted with "Seller" to offer to sell at public auction certain real property.

**Offering** – 101.68 Acres of Development Land

Stanly County Parcel; NC PIN # 653801160306

Deed Book: 1786 Page: 1442

00 City Lake Drive Albemarle, NC 28001

### **General Terms and Conditions**

**8% 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 on May 20<sup>th</sup>. Buyer will close on or before Thursday June 20<sup>th</sup>, 2024. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$25,000.**

**BIDDER REGISTRATION** - Register for online only auction at [www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. 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.

**COLLUSION** — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**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 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, rights-of-way, 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.

**AUCTION METHOD** - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Monday May 20<sup>th</sup>, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$25,000 Earnest Money Deposit** and close on or before **June 20<sup>th</sup>, 2024**.

**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 is a cash sale and 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 30 days following the Auction.

**EARNEST MONEY DEPOSIT** — Purchaser will be required to make a **\$25,000 Earnest Money Deposit on May 20<sup>th</sup>, 2024**. 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.

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape,

photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**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 North Carolina, 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 Mecklenburg in the State of North Carolina.

**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 registering for online only auction you hereby agree to the Terms of Auction



# AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING MAY 20, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**



 Boundary

**Dan McLemore**

P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66



The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



# AREA MAP

ONLINE ONLY AUCTION, ENDING MAY 20, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



The McLemore Group



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107B N Trade Street P.O. Box 66



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# LOCATION MAP

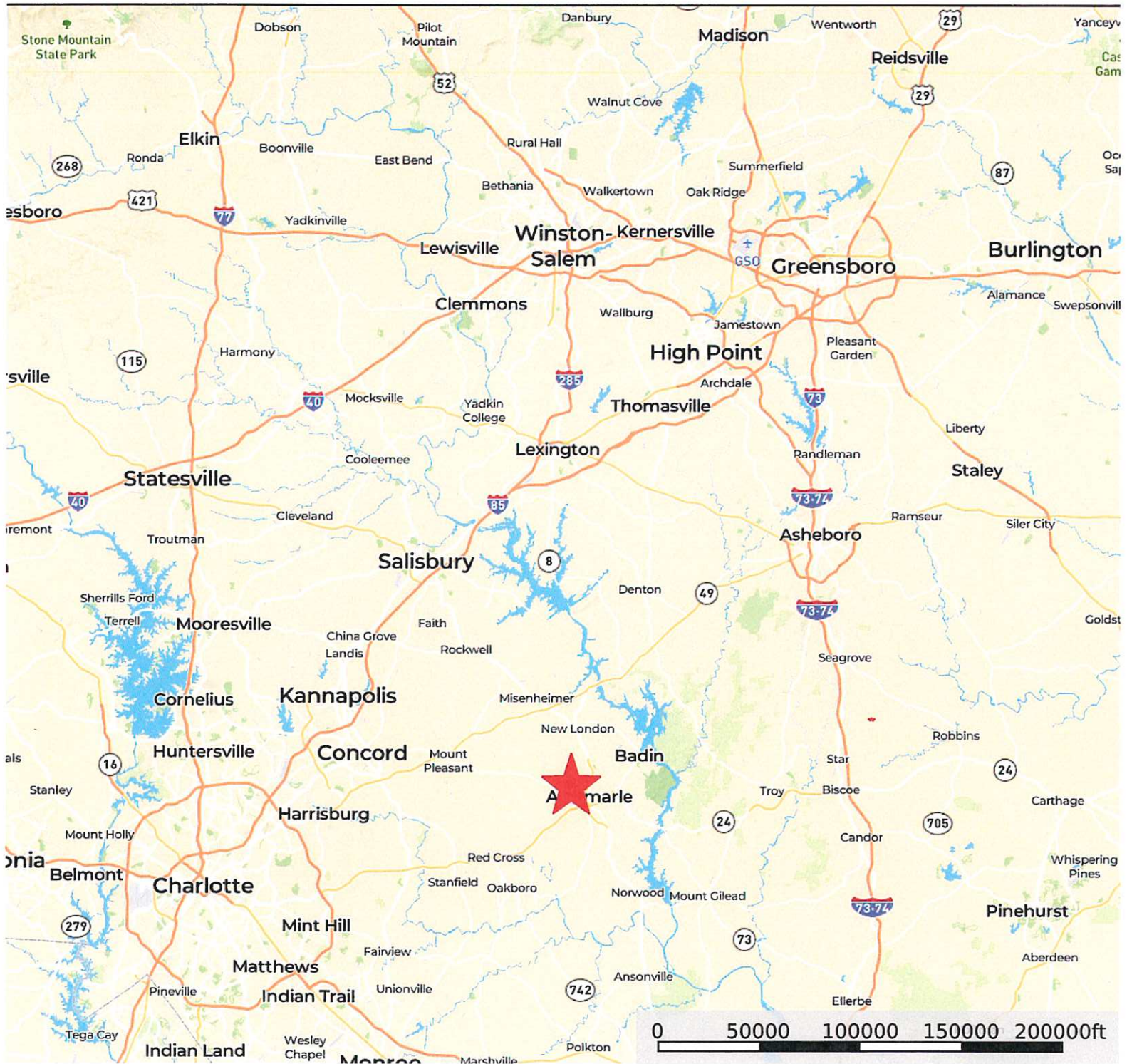
ONLINE ONLY AUCTION, ENDING MAY 20, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore Group**



Boundary



### 3D IMAGE

ONLINE ONLY AUCTION, ENDING MAY 20, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**



Boundary

Dan McLemore

P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107 B N Trade Street P.O. Box 66



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sources deemed to be reliable.  
Land of 11 Services makes no warranties or guarantees  
as to the completeness or accuracy thereof.

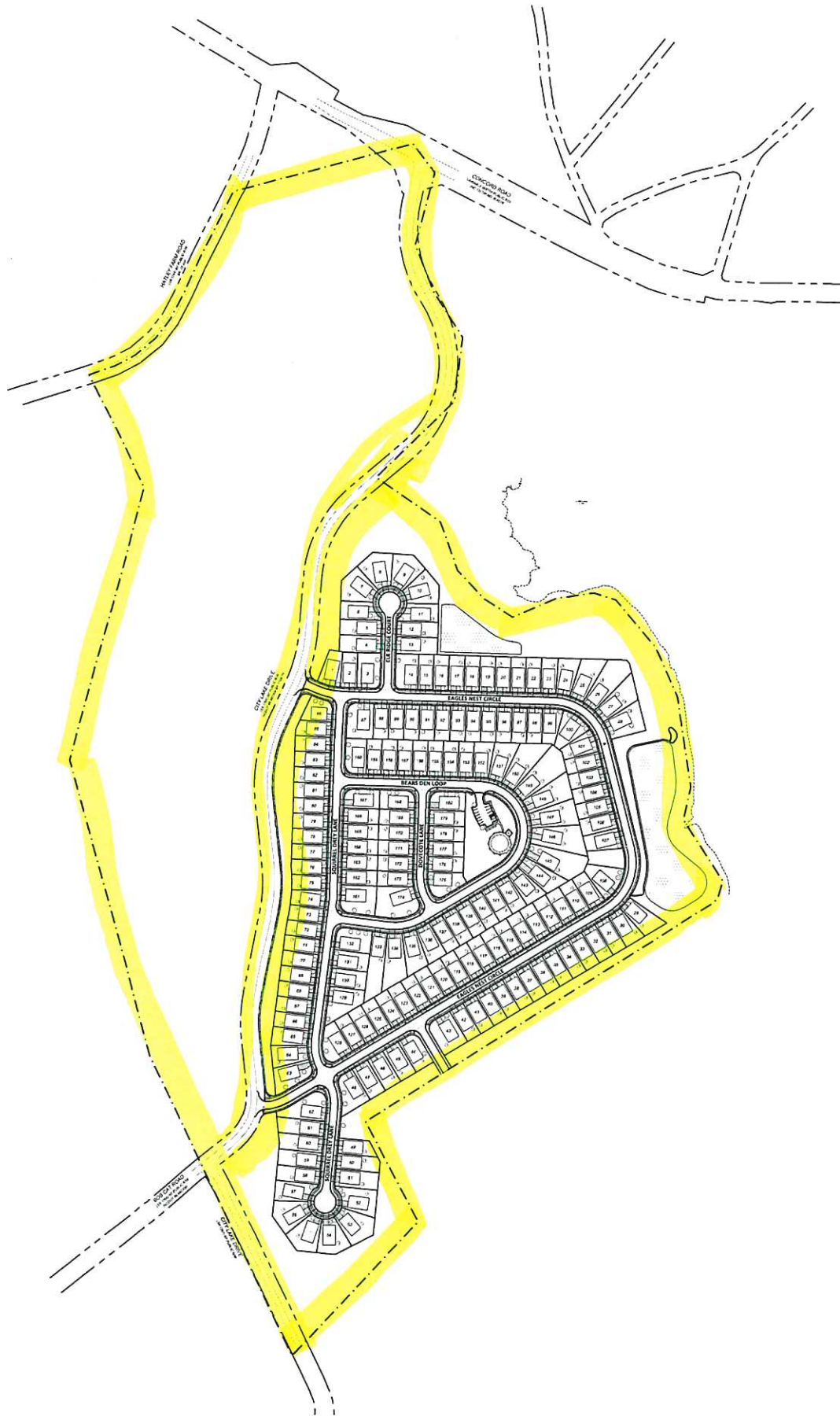




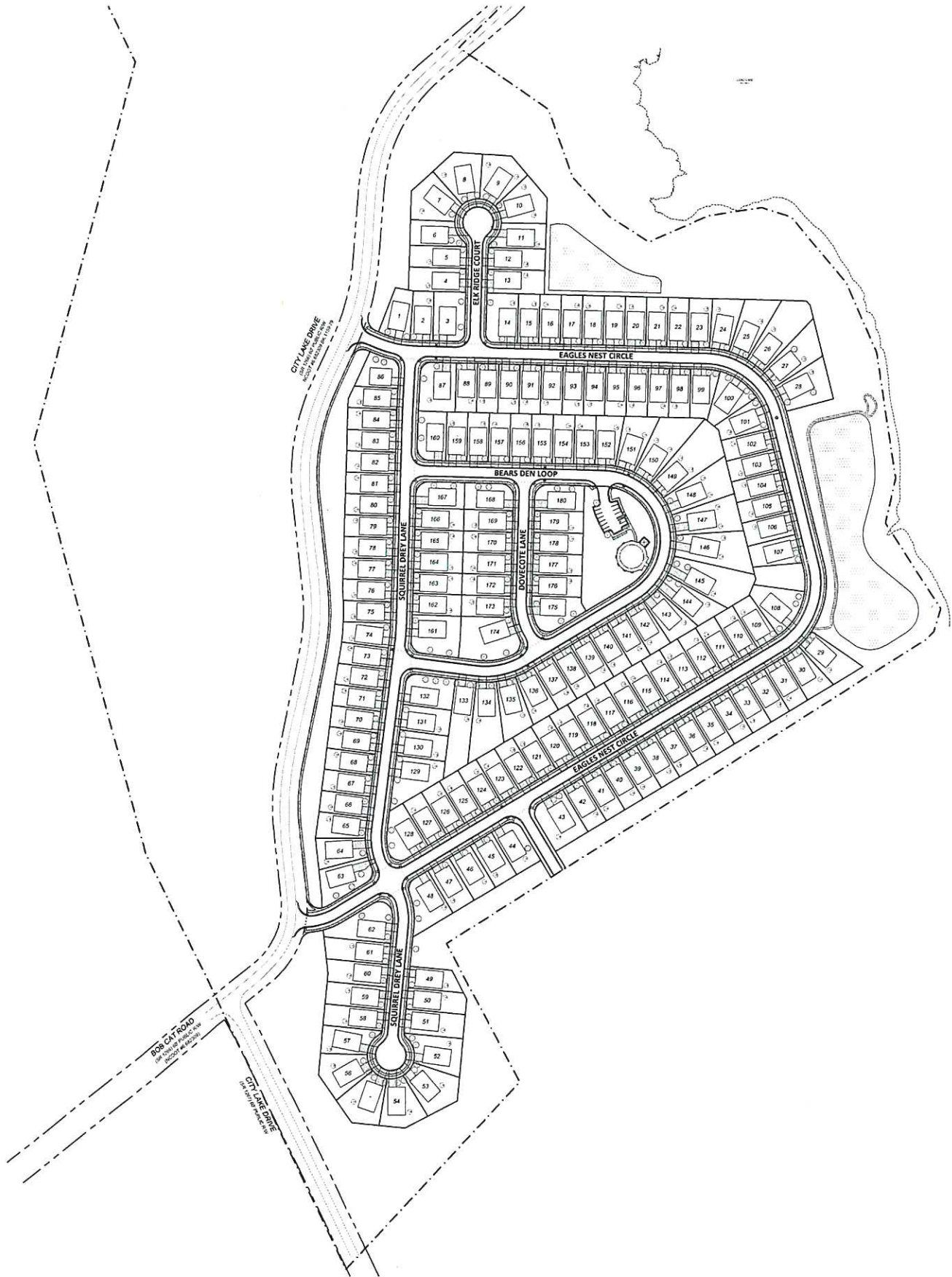




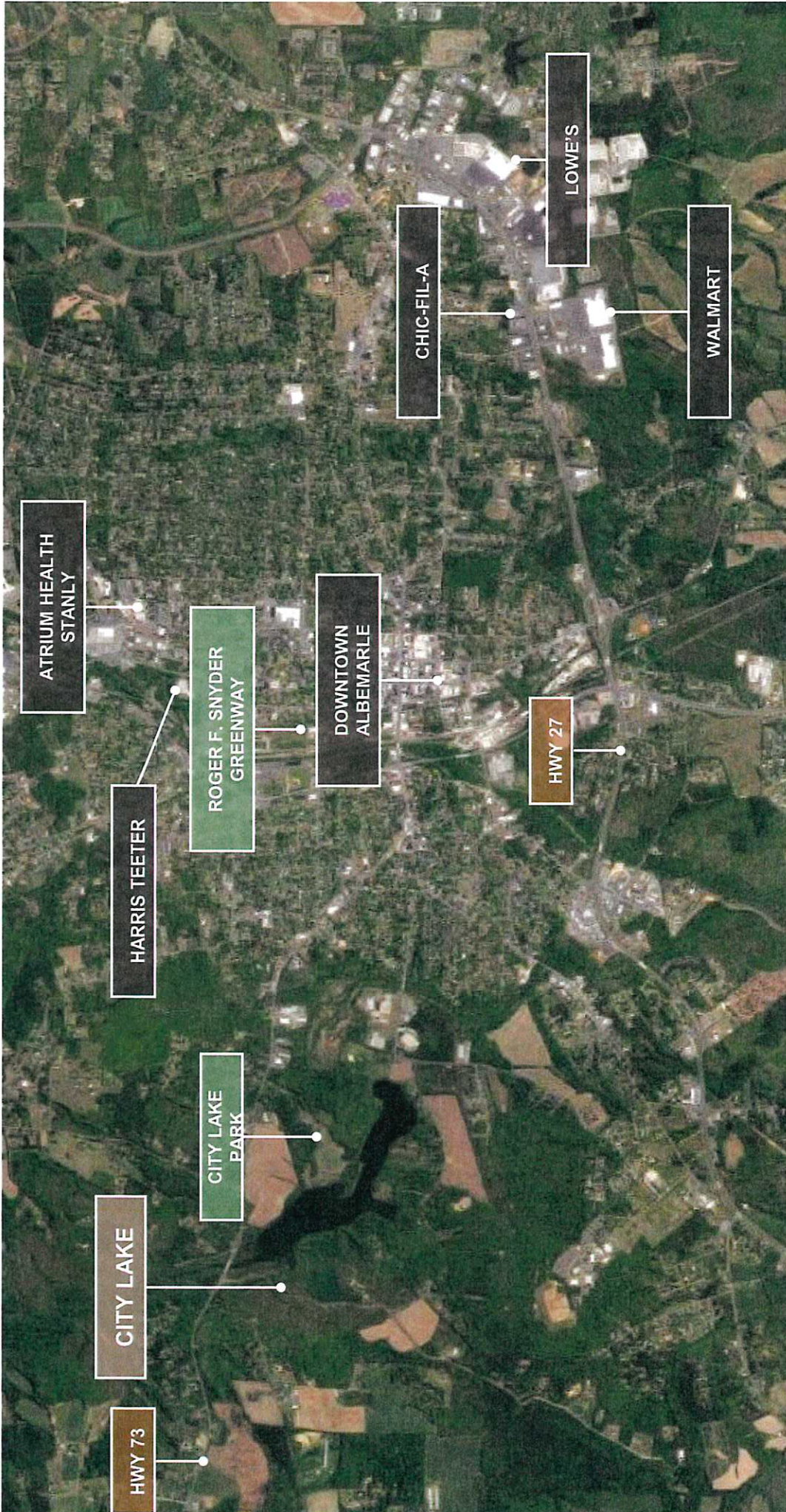
# Proposed Lot layout



# Proposed Lot Layout - Continued



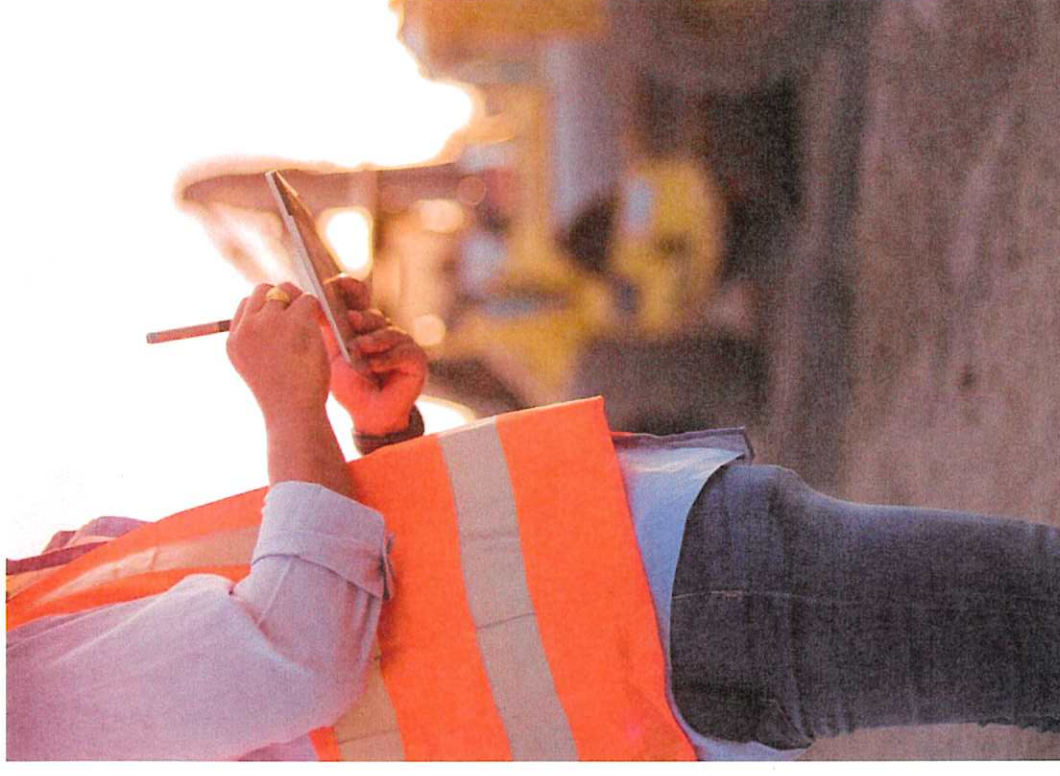






## SITE STATISTICS

TAX NUMBER	653801160306
ZONING JURISDICTION	STANLY COUNTY
APPROVED ZONING	R-10 CONDITIONAL DISTRICT "LONG LAKE NEIGHBORHOOD"
TOTAL AREA	100.67 ACRES
LOT COUNT	186±
DWELLING UNITS/ACRE	1.85± UNITS/ACRE
MINIMUM LOT SIZE	6,000 SQUARE FEET
MINIMUM LOT WIDTH	60'
MINIMUM FRONT SETBACK	25'
MINIMUM SIDE SETBACK	5'
MINIMUM FRONT SETBACK	10'





# SCHOOLS

8/10

**MILLINGPORT ELEMENTARY SCHOOL**  
24198 North Carolina Hwy 73  
Albemarle, NC 28001  
Public district, PK-5

**219 STUDENTS**

4/10

**NORTH STANLY MIDDLE SCHOOL**  
36605 Old Salisbury Road  
New London, NC 28127  
Public district, 6-8

**506 STUDENTS**

5/10

**NORTH STANLY HIGH SCHOOL**  
40206 U.S. 52  
New London, NC 28127  
Public district, 9-12

**602 STUDENTS**





Planning & Development  
Services  
P | 704.984.9424  
F | 704.984.9435



www.albemarlenc.gov  
PO Box 190  
Albemarle, NC 28002

## **Confirmation of Annexation and Zoning Decision**

December 18<sup>th</sup>, 2023

Re: Long Lake Annexation (AX 23-01) and Rezoning (ZMA 23-04)

To whom it may concern,

On November 6<sup>th</sup>, 2023 Albemarle City Council conducted public hearings and approved City **Ordinances 23-35, 23-26 and 23-37**. This included a development agreement, annexation into the corporate limits of the city and the rezoning of the 101 +/- acre property (identified in Stanly County tax records as Tax#23160 and commonly referred to as "Long Lake Development") from Stanly County R-10, LLNCD to City of Albemarle R-10, General Residential District.

Following review and approval of revised civil plans reflecting the changes required by approved agreement, the Long Lake property may be subdivided, platted and developed in accordance with the approved plans and the development agreement.

Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kevin Robinson', with a long horizontal flourish extending to the right.

J. Kevin Robinson AICP CZO  
Planning and Development Services Director  
City of Albemarle  
(704) 984-9428  
[krobinson@albemarlenc.gov](mailto:krobinson@albemarlenc.gov)





Planning Department  
1000 North First Street, Suite 13B  
Albemarle, North Carolina 28001

December 7, 2021

Eagle Engineering  
2013A Van Buren Avenue  
Indian Trail, NC 28079


Re: ZA 21-11 BRD Land and Investment - Long Lake Neighborhood

This is to notify you that the application, **ZA 21-11**, to rezone a 100.67 acre parcel owned by F. Eugene Starnes and Patricia S. Bramlett on City Lake Drive has been **approved**. The property is located on City Lake Drive southwest of NC 73, Albemarle, (Tax Record #23160). The property was rezoned from RA-Residential Agricultural and R20-Residential to R10 Long Lake Neighborhood Conditional District. This included a list of conditions which must be met to comply with this rezoning district.

The Stanly County Board of Commissioners approved this zoning amendment on December 6, 2021 after determining that the requirements of zoning ordinance Article XI "Amendments" have been met.

If you have any questions regarding this matter, please feel free to call our office at 704-986-3660.

Sincerely,

  
Robert L. Remsburg, Planning Director





March 10, 2022

Mr. Kyle DiPretoro  
BRD Land and Investment I, LP  
259 Textile Way, Suite 102  
Fort Mill, SC 29715

Re: Test Pit Investigation  
City Lake Drive  
Albemarle, Stanley Co, North Carolina  
EEI Project No.:7509-NC

Dear Mr. DiPretoro:

Eagle Engineering, Inc. (EEI) has completed a test pit evaluation of the existing soils at the subject site in Albemarle, Stanley Co, NC. The purpose of the additional test pit evaluation was to determine the rippability of the rock which is defined as the ease with which soil or rock can be mechanically excavated.

On March 4, 2022, an EEI representative visually observed the excavation of test pits at twenty-seven locations that were previously explored with soil test borings on January 26, 2022, at the subject site as shown on the attached plan. The test pits were performed to visually evaluate subsurface soil conditions to determine the presence of rock, and groundwater.

The subject site is primary open farmland with wooded areas. Twenty-seven (27) test pits were excavated using a Kobelco SK160 LC track hoe at the locations shown on the attached plan. The soil strata in each test pit were visually observed, identified, and recorded. An updated summary of our test pit excavation locations and findings are attached.

Track hoe refusal was encountered at test pits TP-1 through TP-12, TP-14, TP-16, TP-18 through TP-27 at depths approximately 2.5 to 13 feet below ground surface (bgs). Test pit termination ranged approximately in depth from 10 to 15 feet as measured from the existing surface grade at the following locations: 15 feet at TP-13, 10 feet at TP-15, 15 feet at TP-17.

Ground water was not observed at the time of the test pit excavation.

If you have any questions concerning this report or require additional information, please feel free to call at your convenience.

Sincerely,

**Eagle Engineering, Inc.**

Matthew C. Kirchner, P.E.  
Managing Principal



+OWNERSHIP 1539404	2024	4/11/2024	PROPERTY DESCRIPTION	TAX SUBDIVISIONS	MAP NUMBER	CARD NO
BRD LAND & INVESTMENT			VAC CITY LAKE DR	S ALBEMARLE #2 TWP	653801160306	1
234 KINGSLEY PARK DR					RECORD NUMBER: 23160	
FORT MILL SC 29715				MILLINGPORT	ROUTE 12	
DEED: 1786 1442			CITY LAKE RD		LISTER: CSWARINGEN	7182023
					REVIEW: TE	5242018

	TOPO	STREET	UTILITY	ZONING	ACRES	NHHD
	LEVEL	PAVED	ELECTRIC	MULTIPLE	101.680	9909
	ROLLING			NOTES: 01		
	CREEK			01	DOT LAND CHANGE PARCEL SPLIT BY ROAD	

#	LAND CLASS	SIZE	* RATE	*SIZ*DPT*ADJ%	=LND-VALUE	
1	58WOODLAND F	82.42AC	2750	1.00	1.00	226655
2	520OPEN CULT F	19.26AC	2950	1.00	1.00	56817

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

LAND VALUE:				283472
#	OTHER FEAT	SIZE	BASERATE*SIZE=	ADJRATE* UNITS *QCR%-COND%=OFF-VALU

*	*
*	*
*	*
*	*

\* \* \* \*

[illegible]

ADDRESS	NAME	TEL	TELEPHONE	ROOM	DATE
	STHT				
	'WALL				
	BDRM				

VACANT		AYB	EYB		
DIMENSIONS:					
#	STRUCTURE	SKTCH-SF*	STHT	BASERATE	*SIZE% *WLHT%= ADJRATE*
				AREA*CMP=	COST QG% QG RCN -DEPR%-CND%= FMV

---

VALUATION	VALUE	PREV-VAL.	P-N%	SALE	S-N%	TOTAL VALUE
LAND	283472	283472	100%	DEED		283472
OTHERFEAT			%	05192022		
					27874V/AC	

[illegible]



BK 1786 PG 1434 (8)

DOC# 447117

This Document eRecorded:

05/19/2022 02:22:01 PM

Fee: \$26.00

Stanly County, North Carolina

Suzanne Lowder, Register of Deeds

Received By: KAYLAN ROLAND

Special Warranty Deed

Excise Tax \$ <u>2600.00</u>		Recording Time, Book and Page
Tax Lot No.: <u>    </u> <u>    </u> <u>    </u> <u>    </u>	Parcel Identifier No. <u>653801160306</u>	CHECKED BY
Verified by <u>    </u> <u>    </u> <u>    </u> <u>    </u>	County on the <u>    </u> day of <u>    </u>	TAX COLLECTOR: Pat Fesperman
by <u>    </u>		, 20 <u>22</u>
Mail after recording to <u>Grantee</u>		
This instrument was prepared by <u>William Taylor, Attorney at Law</u> . No title search performed by preparing attorney.		
Brief Description For The Index:		
<u>100.81 Ac. City Lake Dr.</u>		

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 17 day of May, 2022 by and between:

GRANTOR	GRANTEE
<b>Francis E. Starnes, Jr., a/k/a Frances E. Starnes,</b> 215 Hearne Street, Albemarle, North Carolina 28001	<b>BRD LAND &amp; INVESTMENT, a South</b> Carolina general partnership 234 Kingsley Park Drive, Suite 110 Fort Mill, South Carolina 29715
<b>Patricia S. Bramlett, a/k/a Patricia Starnes Bramlett and husband, Chris Bramlett,</b> 224 South Third Street, Albemarle, North Carolina 28001	

Enter in the appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey, that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits, air rights, water, water rights, and water stock relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto; (d) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (e) any other rights, privileges,

submitted electronically by "Harvey & Vallini, LLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Stanly County Register of Deeds.



BR 1700 PG 1433 DOOR 447 117

appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith (the "**Property**").

The Property was acquired by Grantor by instrument recorded in Book 346, at Page 236, in Book 683, at Page 639, and in Book 690, at Page 707, Stanly County Public Registry.

The Property is conveyed subject to the easements, restrictions, reservations, covenants, conditions and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, "**Permitted Exceptions**").

**TO HAVE AND TO HOLD**, subject to the Exceptions, the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Subject to the Permitted Exceptions, Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

[Signature Page Follows]



IN WITNESS WHEREOF, Grantors executed this deed as of the day and year first above written.

Francis E. Starnes Jr.

Francis E. Starnes, Jr., a/k/a Frances E. Starnes

STATE OF North Carolina

COUNTY OF Stanly Cabarrus

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Francis E. Starnes, Jr, aka Frances E Starnes whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of May, 2022.

Katherine C. Smith  
Notary Public

My Commission Expires: 07/18/2026

Patricia S. Bramlett

Patricia S. Bramlett, a/k/a Patricia Starnes Bramlett

STATE OF North Carolina

COUNTY OF Stanly )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia S. Bramlett aka Patricia Starnes Bramlett, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of May, 2022.

Katherine C. Smith  
Notary Public

My Commission Expires: 07/18/2026

Chris Bramlett {Signatures Continues on Next Page}  
Chris Bramlett

STATE OF North Carolina

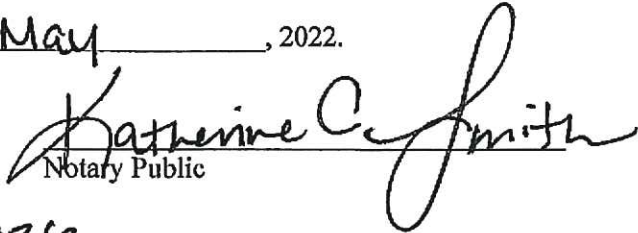
COUNTY OF Stanly )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris Bramlett, whose name is signed to the foregoing instrument, and who is known to me, acknowledged



before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 17 day of May, 2022.

  
Notary Public

My Commission Expires: 07/18/2026

4863-4465-9232, v. 1





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Being all of of the Grantor's right, title and interest in and to premises in South Albemarle 11 Township, Stanly County, North Carolina, and being more particularly described as follows:

The following described 100.81 tract of land is bounded on the North by the lands of Curtis Mitchell; on the East by Albemarle City Lake; on the South by the lands of Benny W. Herrin and Lewis James, et al; and on the West by the lands of Henry Miller and Virgil T. Hartquist and S.R. #1244; that said tract is more particularly described as follows:

The point of BEGINNING being an existing iron pipe within the northern right-of-way of North Carolina Highway #73, said existing iron pipe being located N 62 09 57 W 1005.36 from N.C. G.S. Horizontal control monument "guard rail"; that said existing iron pipe is also located S 35 58 E 197.72 feet from an existing concrete marker in the Morrow Brothers & Heath Company line; thence S 74 27 15 W 607.13 feet running with the southern line of Curtis Mitchell to an existing spike in the centerline of S.R. #1244; thence seven calls with the centerline of said road as follows: [1] S. 25-52-55 W. 236.24 feet; [2] S 24 16 18 W 124.19 feet; [3] S 27 00 32 W 101.59 feet; [4] S 36 19 53 W 79.98 feet; [5] S 49 27 11 W 84.01 feet; [6] S 62 04 09 W 75.77 feet; [7] S 68 46 02 W 86.94 feet to an existing spike in the centerline of the road; thence running with the line of Virgil T. Hartquist, S 26 36 41 E 404.98 feet to an existing iron pipe, being a corner of Hartquist; thence S 14 12 52 W 239.48 feet to an existing iron pipe; thence the same bearing and continuing with the Hartquist line, 680.50 feet to an existing iron pipe being a corner of Hartquist, also being a corner of Henry Miller; thence running with the Miller line, S. 15 52 55 E 995.47 feet to a new iron pipe in the Miller line; thence S 26 14 28 E crossing S.R. #1266 and running parallel and adjacent to the margin of the western right-of-way of S.R. #1267 for a total of 1,075.88 feet to a new iron pipe in the line of W. D. Smith; thence N 42 14 47 E 35.32 feet to a new iron spike in the centerline of S.R. #1267; thence the same bearing, 561.88 feet to an existing iron pipe, a corner of Lewis James, et al, in the line of Benny W. Herrin; thence with the Herrin line, N 30 30 04 W 258.79 feet to an existing iron pipe; thence with the Herrin line the same bearing, 101.08 feet to an existing iron pipe, being a corner of Herrin; thence running with the Herrin line, N 58 33 28 E 323.94 feet to a new iron spike in the centerline of a private road; thence the same bearing 21.59 feet to an existing iron pipe in the margin of the eastern right-of-way of the private road; thence the same bearing running with the northern line of Herrin, 187.66 feet to an existing iron pipe; thence the same bearing 264.86 feet to an existing iron pipe; thence the same bearing 424.55 feet to an existing iron pipe; thence the same bearing 123.84 feet to an existing steel shaft; thence N 42 15 01 E 23.23 feet to a new iron pipe, said pipe being located N 16 16 19 E 78.86 feet from an existing concrete marker; thence running with the margin of City Lake the following twelve calls witnessed by existing concrete markers as follows: [1] N 16 16 19 E 55.85 feet; [2] N 33 18 25 W 238.14 feet; [3] N 12 12 31 E 107.85 feet; [4] N 08 45 35 W 295.03 feet; [5] N 24 43 23 W 178.67 feet; [6] N 40 40 38 W 202.56; [7] N 72 56 40 W 72.99 feet; [8] S 80 56 59 W 124.39 feet; [9] S 65 53 09 W 154.40 feet; [10] N 58 04 04 W 112.71 feet; [11] N 43 32 53 W 123.90 feet; [12] N 20 13 34 W 168.43 feet; thence leaving the bank of

City Lake, N 56 01 17 W 254.46 feet to a new spike within the right-of-way of S.R. #1266, thence the following four bearings running within the right-of-way of S.R. #1266 as follows: [1] N 45 11 26 E 305.97 feet to a new spike; [2] N 45 11 26 E 47.83 feet; [3] N 06 40 36 E 209.43 feet; [4] N 33 05 26 W 177.39 feet; [5] N 22 22 53 W 163.09 feet to a new iron pipe; thence N 14 30 12 E 242.27 feet to a new iron pipe within the southern right-of-way of N.C. Highway #73; thence crossing the highway at its intersection with S.R. #1266 N 35 31 48 W 104.03 feet to the point of Beginning, and containing 100.81 acres, subject to the rights-of-way of N.C. Highway #73 and S.R. #1244, #1266, and #1267, as shown on a survey for Charles W. Parker, Margaret P. Lentz and the L. O. Parker Heirs, dated March 18, 1981 and prepared by Dent Hall Turner, R.L.S.

LESS AND EXCEPTING that certain property conveyed to the North Carolina Department of Transportation by deed dated May 22, 2008 and recorded June 18, 2008 in Book 1239 at Page 281 of the Stanly County Public Registry

TMS #: 653801160306



**EXHIBIT B****PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2022 and subsequent years, a lien not yet due nor payable.
2. Title to that portion of the property lying below the mean high water mark.
3. Rights, if any, of the property owners abutting Long Lake in and to the waters of the lake and in and to the bed thereof; also boating and fishing rights of the property owners abutting Long Lake or the stream of water leading thereto or therefrom.
4. Rights of the insured herein to use, enjoy, or otherwise access any portion of the waters of the lake abutting the property described in Exhibit A herein, other than those waters which cover land owned in fee simple by the insured herein.
5. This policy does not guarantee the right to have the waters of Long Lake maintained at present or any other level, nor is the right to build or rebuild a dock insured.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under, and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interest that are not listed.
7. Right of Way Agreement between L.O. Parker, widower and Mary W. Parker, Widow, in favor of the State Highway Commission, dated October 11, 1965 and recorded December 15, 1965 and recorded in Book 222 at Page 104 of the Stanly County Registry.
8. Right of Way Agreement in favor of to NC Department of Transportation, dated March 12, 2003 and recorded January 12, 2007 in Book 1159 at Page 79 of the Stanly County Public Registry.
9. Deed for Right of Way to North Carolina Department of Transportation, together with temporary construction easement, dated May 22, 2008 and recorded June 16, 2008 in Book 1239 at Page 281 of the Stanly County Public Registry.
10. Portions of the property within the right of way of Highway 73, Hatley Farm Road and Long Lake Road.
11. Easements, setbacks, rights of way and other matters of title as shown on a Map of Albemarle Lake Tracts, prepared by J.M. Furr, Jr., Surveyor, dated August 10, 1945 and recorded in Map Book 2 at Page 97, including, but not limited to the following:

- a) R/W State HWY 73;
- b) R/W County Public Highway.

12. Easement Agreement by and between Audrey Surma and Valeria Dailey, Trustees of the Glenn R. Smith, Jr., Revocable Trust and BRD Land & Investment dated 5/6/22 and recorded 5/6/22 in the office of the Register of Deeds for Stanley County, North Carolina in Book 1785 at Page 486.





# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>                    </u> Buyer Initials			<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials			
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials			
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials			
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> Buyer Initials			
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> Buyer Initials			
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **101 Acres - City Lake Drive, Albemarle, NC 28001**

Owner's Name(s): **BRD Land & Investment**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Tim Samuels **BRD Land & Investment** Date 3/15/2024  
DocuSigned by: 6DFCCBC6534F420...

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25

1/1/15

\*Sample\*

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 20th day of May, 2024, by and between  
TBD ("Buyer"), and  
BRD Land & Investments ("Seller").

WHEREAS at an auction conducted this day by United Country RE - The McLemore Group ("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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: 00 City Lake Drive  
City: Albemarle Zip: 28001

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

County: Stanly, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit n/a, Block/Section n/a, Subdivision/Condominium None, as shown on Plat Book/Slide n/a at Page(s) n/a

The PIN/PID or other identification number of the Property is: 653801160306 Acreage: 101.68

Other description: VAC CITY LAKE DR

Some or all of the Property may be described in Deed Book 1786 at Page 1434

☐ **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 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: None.

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: None.





3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:  
**None.**

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 25,000.00 by ☐ cash ☐ personal check ☒ official bank check ☒ wire transfer ☒ electronic transfer shall, ☐ on the effective date of this Contract OR ☒ within five (5) days of the date of the effective date of this Contract, be made payable and delivered to The McLemore Group as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or 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 Escrow Agent. 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. 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 \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent 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. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

**NOTE:** In the event of a dispute between Seller and Buyer over the return 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 EARNEST 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 on or before 6/20/24 (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 TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying



Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), 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, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), 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, with Seller responsible for the prorated amounts of any taxes and dues through 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):

**Vacant Land**

(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): \_\_\_\_\_.

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

☐ (specify name of association): None. whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

☐ (specify name of association): None. whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

(f) **Other:** n/a

**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.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below

shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**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 may be 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.

**20. REMEDIES:**

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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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.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

**BUYER:**

\_\_\_\_\_(SEAL)

**TBD**

Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

Entity Buyer:

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_(SEAL)

**BRD Land & Investments**

Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

Entity Seller:

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.



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

Date: \_\_\_\_\_

Escrow Agent: The McLemore Group

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: Dan McLemore Real Estate License #: 174689  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)564-0351 Fax #: \_\_\_\_\_ Email: dan@themclemoregroup.com

Firm Name: United Country RE - The McLemore Group  
Acting as ☒ Seller's (sub) Agent ☐ Dual Agent

**P.O. Box 66**

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Dan McLemore NCAL License #: 10391