



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – FutureGround Ventures, LLC

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

**AUCTION END DATE** – Monday, October 13<sup>th</sup>, 2025 at 5:00 PM (EST)

**AUCTIONEER** — Kayla Carder (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** – 9.99 acre residential lot

Alexander County Parcel # 138024; NC PIN # 3833321218

Deed Book: 682 Page: 937

371 Boone Gap Lane Taylorsville, NC 28681

### **General Terms and Conditions**

**6% 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 October 13<sup>th</sup> 2025. Buyer will close on or before Friday, November 14<sup>th</sup>, 2025. This is a Reserve Auction, Property is Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.**

**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, October 13<sup>th</sup> 2025 ending at 5:00 PM EST**. Final high bid plus **6% 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 **6% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **Friday, November 14<sup>th</sup> 2025**.

**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 **\$5,000 Earnest Money Deposit on October 13<sup>th</sup> 2025**. 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

## 371 Boone Gap Lane

Alexander County, North Carolina, 9.99 AC +/-



### 371 Boone Gap Lane

Alexander County, North Carolina, 9.99 AC +/-

United Country  
Real Estate  
McLemore  
2024



Boundary

Dan McLemore  
P: 7043235100

[www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com)

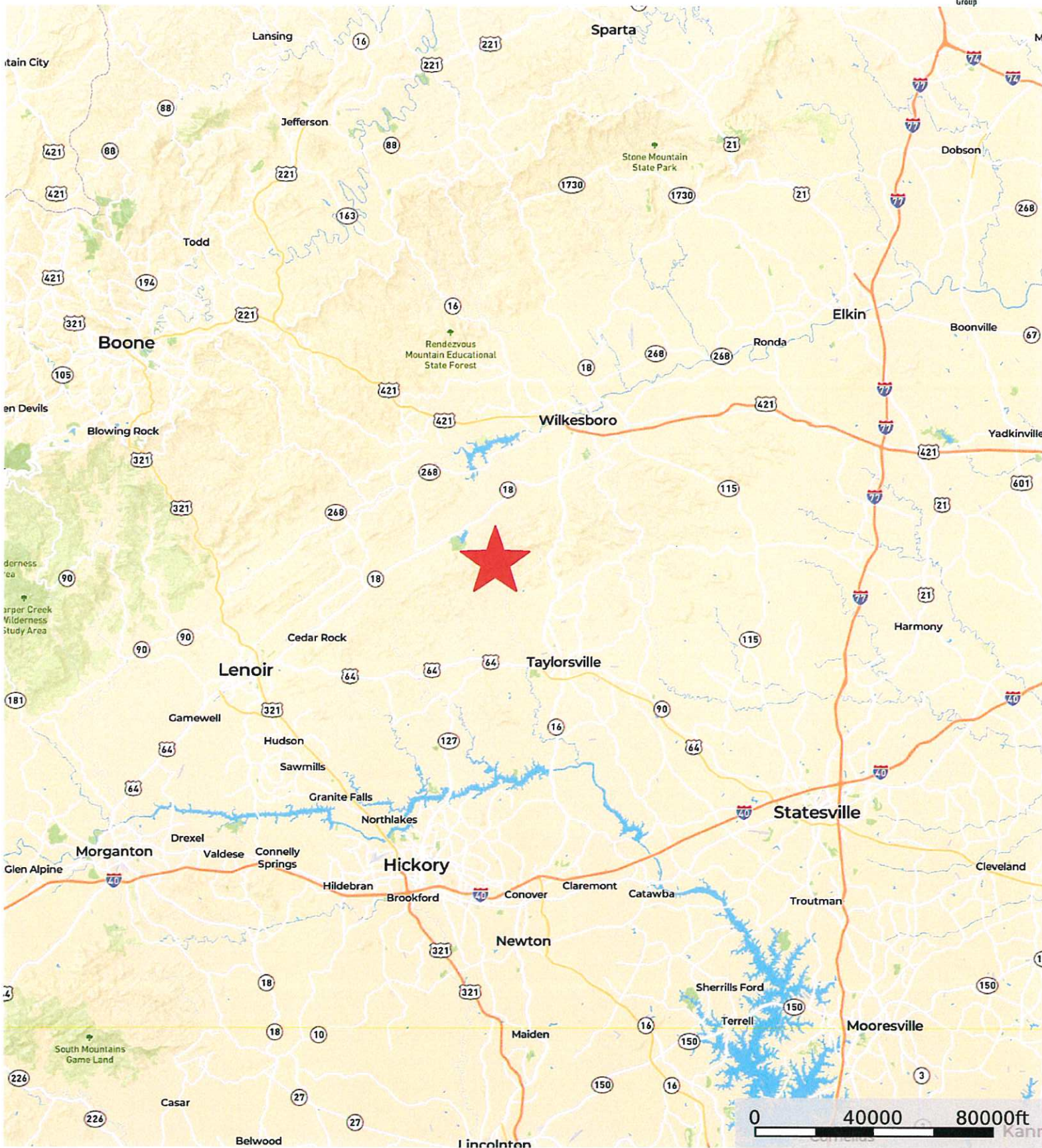
107B N Trade Street P.O. Box 66



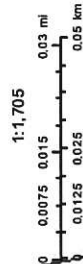
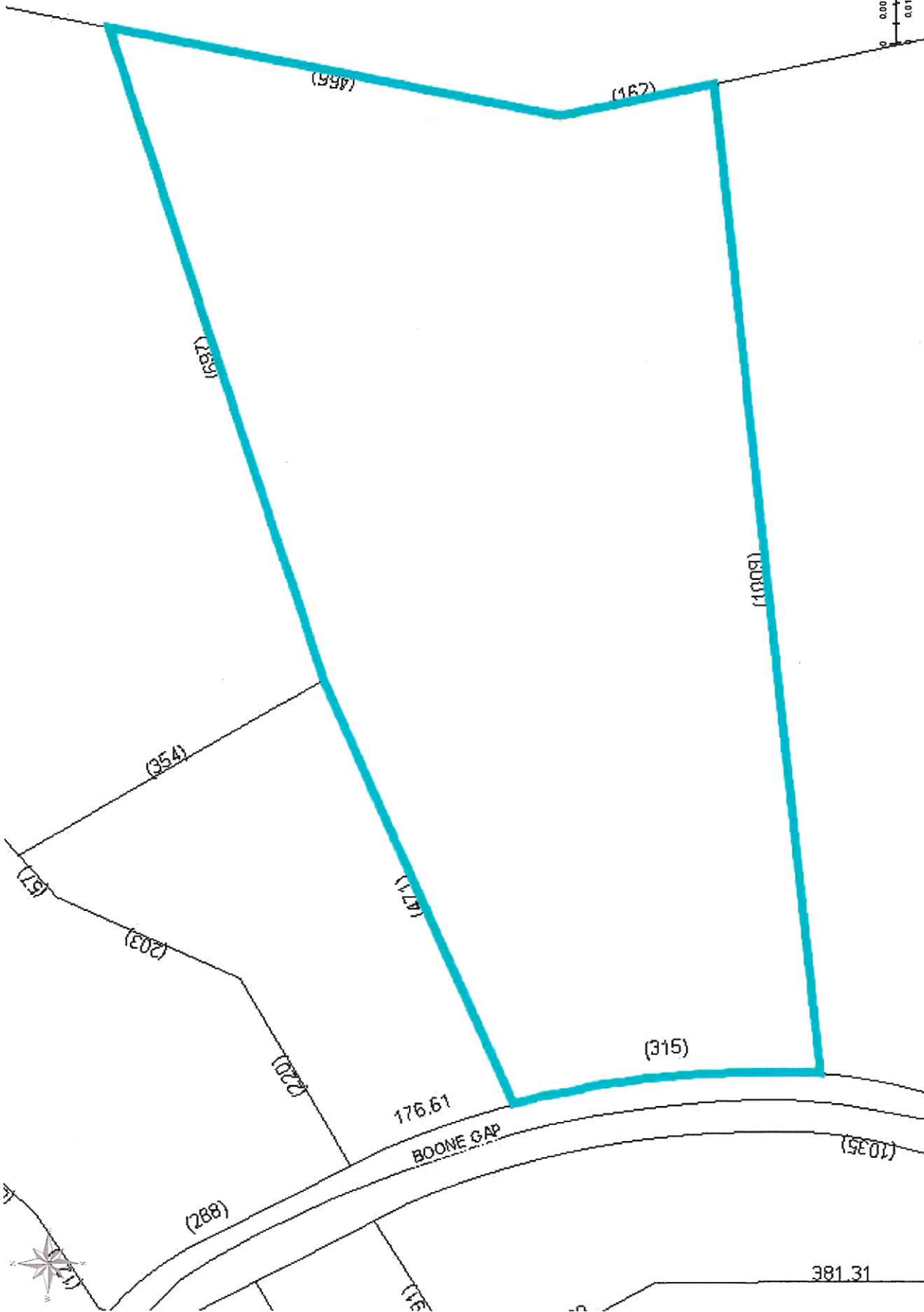
The information on this site was obtained from  
public records and is not to be used as  
land is "as is" service makes no warranties or guarantees  
as to the completeness or accuracy thereof

# 371 Boone Gap Lane

Alexander County, North Carolina, 9.99 AC +/-



Boundary



Alexander County  
assumes no legal responsibility  
for the information  
contained on this map.  
August 10, 2025

R-3

Acreage: 9.99  
Fire District: SUGAR LOAF FIRE  
Structure Value: 0  
Land Value: 49450  
Misc Value: 0  
Fair Market Value: 49450  
Tax Value: 3996  
Account #: 9350990

Alexander County

Owner: FUTURE GROUND VENTURES LLC &

Mailing Address: 371 BOONE GAP LANE  
TAYLORSVILLE, NC 28681

Physical Address: 371 BOONE GAP LN

Parcel ID: 138024  
PIN: 3833321218  
Deed Reference: 0682 0937

Type: DEED  
Recorded: 7/18/2025 2:48:36 PM  
Fee Amt: \$181.00 Page 1 of 2  
Revenue Tax: \$130.00  
Alexander, NC  
Scott H. Hines Register of Deeds  
File#

**NON-STANDARD  
FEE: \$25.00**

**BK 682 PG 937 - 938**

ALEXANDER COUNTY TAX COLLECTOR  
07/18/2025  
NO DELINQUENT TAXES

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$130.00

PARCEL IDENTIFIER NO. 138024

VERIFIED BY Alexander COUNTY ON THE 16<sup>th</sup> DAY OF JULY, 2025  
THIS INSTRUMENT WAS PREPARED BY: 24 HOUR CLOSING

RETURN TO: 24 HOUR CLOSING 1320 MATTHEWS-MINT HILL ROAD, MATTHEWS, NC 28105  
BRIEF DESCRIPTION FOR THE INDEX:

THIS DEED made this 16<sup>th</sup> day of July, 2025, by and between

Title Company: *Hockey Title Insurance*

GRANTOR	GRANTEE
<b>Lowell Bryan Watts and wife, Rebecca Bailey Watts</b>	<b>FutureGround Ventures LLC and Silver Pen Solutions LLC</b>
Mailing Address 167 Boone Gap Ln. Taylorsville, NC 28681	Property Address: 371 Boone Gap Lane Taylorsville, NC 28681
	Mailing Address 371 Boone Gap Lane Taylorsville, NC 28681

**WITNESSETH:** That said Grantor has remained and released and by these presents do remise, release, convey and forever convey unto Grantee, their heirs, and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot(s) or parcel of land situated in the City of Taylorsville, Alexander County, North Carolina, and more particularly described as follows:

Being all of Tract 2, 9.99 acres, as said tract is shown in plat recorded in Plat Book 12 at Page 155 of the Alexander County Registry, to which reference is hereby made for greater certainty of description by metes and bounds.

THERE IS ALSO CONVEYED HERewith a 45 foot right-of-way access easement to provide access for ingress, egress and regress and the placements of all types of utility lines and if necessary water lines for Tract 4, 11.92 acres, and Tract 5, 1.93 acres, as said 45-foot wide right-of-way easement is shown in plat recorded in Plat Book 12 Page 155 of the Alexander County Registry running from the northeast corner of Tract 3 and along the northern direction from Tract 4 and an eastern direction to connect with Boone Gap Lane, SR 1309, all as more particularly shown in plat recorded in Plat Book 12 at Page 155 of the Alexander County Registry, said 45-foot wide right-of-way easement to be appurtenant to and run with the lands of the Grantor and Grantee herein in perpetuity. It is specifically provided that Tract 4 is conveyed subject to said 45-foot right-of-way easement running along the northern boundary line of Tract 4.

Property Address: 371 Boone Gap Ln, Taylorsville, NC 28681  
Parcel No: 138024

Submitted electronically by "Pinyan Law Office, PLLC d/b/a 24 Hour Closing"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Alexander County Register of Deeds.

All or a portion of the property herein conveyed ( ) includes or ( X ) does not include the primary residence of a Grantor.


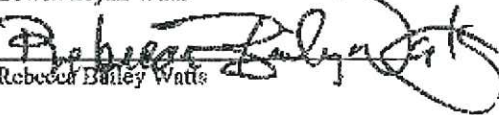
The properties hereinabove described was acquired by Grantor by instrument recorded in Book 627 at Page 251.

**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against lawful claims of all persons whomsoever, other than the following exceptions:

All such valid and enforceable easements, restrictions and rights of way of record and the lien of ad valorem taxes for the current year which the grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal the day and year first above written.

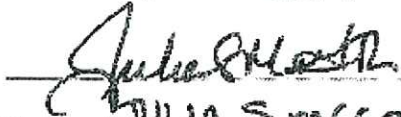
  
Lowell Bryan Watts  
  
Rebecca Bailey Watts

STATE OF North Carolina

COUNTY OF Alexander

I certify that Lowell Bryan Watts and wife, Rebecca Bailey Watts, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day; acknowledging to me that he voluntarily signed the foregoing instrument for the purposes therein expressed.

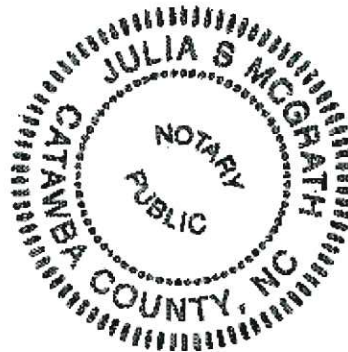
Witness my hand and Notarial stamp or seal this 16<sup>th</sup> day of July, 2025

Notary Signature: 

Notary's Printed Name: JULIA S. MCGRATH

[Notarial Seal]

My Commission Expires: 12/18/29



# FOX SURVEYING COMPANY, P.C.

770 N.C. HIGHWAY 18 S  
P.O. BOX 837  
TAYLORSVILLE, N.C. 28681  
OFFICE: 828-635-1802 FAX: 828-635-1917  
E-MAIL: [fox@foxsurveying.com](mailto:fox@foxsurveying.com)  
B. BUSINESS LICENSE #C-1902

FILED BOOK 12, PAGE 155  
DATE 12/20/08  
BY 170  
REGISTERED TO PLAT BOOK 12, PAGE 155



"CAROLE WATTS"  
LITTLE RIVER  
C-2, BLOCK 1, PARCEL #16  
N.C. 2036-C  
"WATTS" & "WATTS"  
7B-1D  
TOTAL ACRES = 45.00 ACRES  
TOTAL LOTS = 5  
SMALLEST LOT = 84,070.8 SQ. FT.  
WATTS = N/A  
ZONED = R-10  
PIN# PARCEL #3701813 (NO DATA AVAILABLE)

"THOMAS O. ROGERS"  
PLAT BOOK 6 PAGE 82  
T. EARL ROGERS  
SCH/RSO  
"WATTS" & "WATTS"  
7B-1D  
TOTAL ACRES = 45.00 ACRES  
TOTAL LOTS = 5  
SMALLEST LOT = 84,070.8 SQ. FT.  
WATTS = N/A  
ZONED = R-10  
PIN# PARCEL #3701813 (NO DATA AVAILABLE)

"CATHY SKINNER"  
PLAT BOOK 10 PAGE 58

STATE OF NORTH CAROLINA  
COUNTY OF ALEXANDER  
I, the undersigned, being a duly qualified and sworn Surveyor in and for the County of Alexander, do hereby certify that the foregoing is a true and correct copy of the plat as the same appears on the records of the County of Alexander, North Carolina, and that the same has been duly recorded in accordance with the provisions of the laws of the State of North Carolina.  
DATE 5/16/10  
BY [Signature]



JOSEPH B. WATTS  
5/16/10

JOSEPH B. WATTS  
5/16/10

JOSEPH B. WATTS  
5/16/10

RODNEY PROPERTY  
WATTS & WATTS  
400/2168

GREGGORY P. BUNCARER  
89/117

3  
10.00 ACRES

4  
11.92 ACRES

5  
1.93 ACRES

VERNON B. DODD  
ACTING C. GUTHIN  
628/7113

GREGGORY P. BUNCARER  
89/117

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"THOMAS O. ROGERS"  
PLAT BOOK 6 PAGE 82  
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PLAT BOOK 6 PAGE 82  
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JOSEPH B. WATTS  
5/16/10

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LEGEND  
D.C. - DRAINAGE  
C.D. - CROWN  
M.C. - MOUNTAIN  
L.C. - LAKESIDE  
P.C. - PINE  
S.C. - SANDHILLS  
T.C. - TIDE  
W.C. - WOODS  
Y.C. - YACHTING  
Z.C. - ZEPHYRUS

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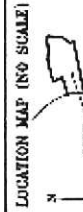
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LOCATION MAP (NO SCALE)

LOCATION MAP (NO SCALE)

LOCATION MAP (NO SCALE)

LOCATION MAP (NO SCALE)

LOCATION MAP (NO SCALE)

# Soil Inspection

Tel: 828-221-7000  
Fax: 828-635-5820  
Email: ncsoil@gmail.com

622 Coon Mountain Lane, Taylorsville, NC 28681



July 15, 2025

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Re: Preliminary Soil/Site Evaluation on portions of an approximately 10-acre tract (Parcel ID 138024), located on Boone Gap Ln in Alexander County, NC

Dear Ms. Walker:

PERC, PC has performed a preliminary soil evaluation on a small portion of the above referenced tract. This was performed at your request as part of a preliminary planning process in order to determine areas of soil that have potential for subsurface wastewater disposal.

PERC, PC traversed portions of the property and observed landforms (slope, drainage patterns, past use, etc.) as well as soil conditions (depth, texture, structure, seasonal wetness, restrictive horizons, etc.) through the use of hand auger borings. The soil/site evaluation criteria used is contained in 15A NCAC 18E "Wastewater Treatment and Dispersal Systems".

## FINDINGS

The soil on the property consists of a clay loam to clay textured subsoil. No to scale map or survey was provided for the property. An Alexander County GIS map is utilized for a base drawing. The accompanying drawing shows the approximate location of the auger borings that were evaluated during the site visit. These locations are approximated utilizing aerial photography and topography.

The suitable soil depth of the borings range in depth from 23 inches to 44 inches deep. On the attached drawing the borings represented by unfilled circles are typically at least 40 inches deep and potentially usable for conventional or accepted type wastewater systems. The borings represented by filled circles are at least 35 inches deep and are usable for 2 ft chambers or large diameter pipe (LDP) wastewater systems. The borings represented with an X are at least 18 inches deep and would require a drip system. Several of the borings had saprolite which can be usable but would require an evaluation with a backhoe pit.

At the time of the evaluation there were not any property corners or property lines marked on site. There was also no proposed house location or proposed site plan. The size of the house, number of bedrooms, and location will affect the size of septic system necessary. A final determination of any lot's usability cannot be made until a final site plan is proposed. The area between borings 2-6, and 10 appears to be large enough for a subsurface septic system for at least a 3-bedroom house using a conventional or accepted systems for both system and repair. This area should also be large enough for a 4-bedroom system but would require a drip system for repair area. The house would likely have to be located below the proposed soil area and be pumped up to the proposed soil area.

The site plan for any lot must ensure that adequate soil area for system and repair is unaffected by site elements (house placement, driveway, wells, patios, decks, etc.) on that or adjacent lots. The area ultimately designated by the health department on the site plan for the septic system and repair must remain undisturbed (no mechanical clearing, excavation, heavy traffic or other significant site disturbing activities) until authorized by

the health department. A lot with initially adequate usable soil area may be rendered unusable because of improper site planning and/or disturbance.

### GENERAL WASTEWATER CONSIDERATIONS

The utility of a potential usable soil area for a subsurface system is most accurately determined by an on-ground layout of the proposed system. The total area needed for system and repair areas will depend upon the system type, the layout of that system and the total design daily flow. A typical area needed for a conventional septic system (system and repair) on a three-bedroom house is approximately 6,000 to 8,000 ft<sup>2</sup> (could be more depending on site features). These estimates utilize a group III LTAR of 0.35 gpd/ft<sup>2</sup> for a conventional septic system. The health department will determine the ultimate LTAR after their lot evaluation.

This report discusses the general location of potentially useable soil for on-site subsurface wastewater disposal and, of course, does not constitute or imply any approval or permit as needed by the client from the local health department. As a consulting soil scientist, I am hired for my professional opinion in these matters. The rules governing wastewater treatment (interpreted and governed by local and state agencies) are evolving constantly, and in many cases, affected by the opinions of individuals employed by these governing agencies. Because of this, I cannot guarantee that areas delineated and/or systems designed will be permitted by the governing agencies. As always, I recommend that anyone making financial commitments to a tract be fully aware of individual permit requirements on that tract prior to final action.

An individual septic system permit will be required prior to obtaining a building permit. This will involve a detailed evaluation by the local health department to determine, among other things, system size and layout. Only after developing this information can a final determination be made concerning specifics of system design and site utilization. A more thorough preliminary evaluation or a detailed soil evaluation will provide better information in defining areas of soil to help future development planning on this tract of land.

I am pleased to be of service in this matter and look forward to assisting with any site analysis needs you may have in the future. Please feel free to call with any questions or comments.

Sincerely,



Steven M. Price  
NC Licensed Soil Scientist #1153

Encl: Drawing



**SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM**  
 (Complete all fields in full)

OWNER: Lonell Bryan W. Hs DATE EVALUATED: 7/4/25  
 ADDRESS: \_\_\_\_\_  
 PROPOSED FACILITY: \_\_\_\_\_ PROPOSED DESIGN FLOW (.0400): \_\_\_\_\_ PROPERTY SIZE: ~10  
 LOCATION OF SITE: Boone Gap Ln PROPERTY RECORDED: \_\_\_\_\_  
 WATER SUPPLY: ☒ Public ☐ Single Family Well ☐ Shared Well ☐ Spring ☐ Other \_\_\_\_\_ WATER SUPPLY SETBACK: \_\_\_\_\_  
 EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Domestic ☐ High Strength ☐ IPWW

P R O F I L E  #	.0502 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY		OTHER PROFILE FACTORS				.0509 PROFILE CLASS & LTAR*	.0502(d) SLOPE CORRE CTION
			.0503 STRUCTURE/ TEXTURE	.0503 CONSISTENCE/ MINERALOGY	.0504 SOIL WETNESS/ COLOR	.0505 SOIL DEPTH	.0506 SAPRO CLASS	.0507 RESTR HORIZ		
1	L 30%	0-14	Sbk CL	FL SE	23" 10yr 7/2	23	NA	NA	S Drip 0.1	-
		14-23	Atk C	FI SE						
		23	" "	" "						
2	L 25%	0-18	Sbk CL	FL SE	NA	40	NA	NA	S 0.35	9"
		18-40	Sbk CL	FL SE						
		40	lock							
3	L 30%	0-34	Sbk CL	FL SE	NA	41	NA	NA	S 0.35	11"
		34-41	Sbk CL <sup>1/2</sup> SP	FL SE						
		41								
4		0-15	Sbk CL	FL SE S	NA	38	S in auger	NA	S 2' chamber 0.35	7"
		15-28	Sbk CL	FL SE R						
		28-38	Sbk CL <sup>1/2</sup> SP	FL SE						
		38-42	Slm Sp L	FL NG						

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM	SITE CLASSIFICATION (.0509): <u>S</u> EVALUATED BY: <u>SP AB</u> OTHER(S) PRESENT: _____
Available Space (.0508)			
System Type(s)			
Site LTAR			
Maximum Trench Depth			

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SOIL/SITE EVALUATION**  
(Continuation Sheet-Complete all field in full)

Page 2 of 3

PROPERTY ID #: \_\_\_\_\_  
DATE OF EVALUATION: 7/4/25  
COUNTY: Alameda

P R O F I L E  #	.0502 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY		OTHER PROFILE FACTORS				.0509 PROFILE CLASS & LTAR*	.0502(d) SLOPE CORRE CTION
			.0503 STRUCTURE/ TEXTURE	.0503 CONSISTENCE/ MINERALOGY	.0504 SOIL WETNESS/ COLOR	.0505 SOIL DEPTH	.0506 SAPRO CLASS	.0507 RESTR HORIZ		
5	L 30%	0-42	Sbk CL	FR SE	NA	42	NA	NA	S 0.4	11"
6	L 35%	0-22	Sbk CL	FR SE	NA	35	S in anger	NA	S LDP 0.35	6"
		22-35	Sbk CL 1/4 sp	FR SE						
		35-42*	Sbk Sp L	FR WB						
7	L 35%	0-22	Sbk CL	FR SE	NA	28	NA	NA	S drip 0.15	-
		22-28	Sbk CL 1/4 sp	FR SE						
		28	Rock							
8	L 30%	0-22	Sbk CL	FR SE	NA	38	UN	NA	S 2' chunk 0.3	7"
		22-35	Sbk C	FR SE						
		35-38	Sbk C 1/4 sp	FR SE						
		38	Sp / R							
9	L 35%	0-28	Sbk CL	FR SE	NA	28	UN	NA	S drip 0.15	-
		28*	Sp / R							

COMMENTS: \_\_\_\_\_

**SOIL/SITE EVALUATION**  
(Continuation Sheet-Complete all field in full)

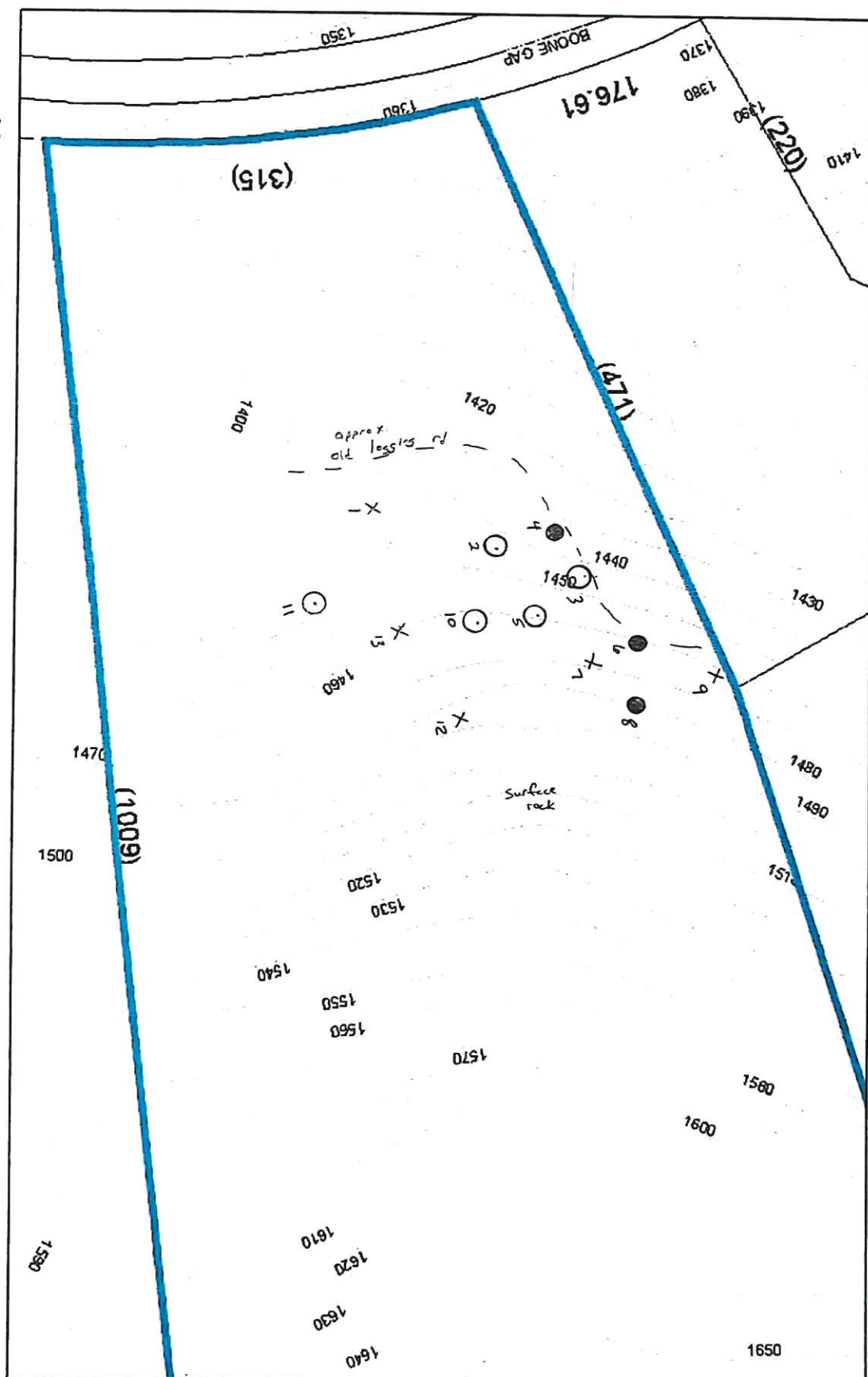
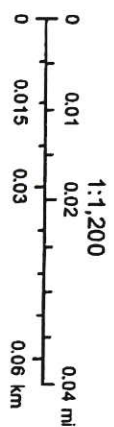
Page 3 of 3

PROPERTY ID #: \_\_\_\_\_  
DATE OF EVALUATION: 7/4/25  
COUNTY: Alexander

P R O F I L E  #	.0502 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY		OTHER PROFILE FACTORS				.0509 PROFILE CLASS & LTAR*	.0502(d) SLOPE CORRE CTION
			.0503 STRUCTURE/ TEXTURE	.0503 CONSISTENCE/ MINERALOGY	.0504 SOIL WETNESS/ COLOR	.0505 SOIL DEPTH	.0506 SAPRO CLASS	.0507 RESTR HORIZ		
10	N  25%	D-16	SBk CL	FR SE	NA	44	NA	NA	S  0.35	9"
		16-44	SBk C	FR SE						
11	L  30%	D-42	SBk CL	FR SE	NA	42	NA	NA	S  0.35	11"
12	N  25%	D-28	SBk CL	FR SE	NA	28	S in anger	NA	S Dip 0.15	-
		28-								
13	L  30%	0-14	SBk CL	FR SE	27	27+	NA	NA	S Dip 0.1	-
		14-19	ABk C	FI SE						
		19-27	"ABk C	FI SE						
		27+	" "	" "						

COMMENTS: \_\_\_\_\_

Alexander County



End of Soil Inspection.

Tax Card

SR 1309 FUTURE GROUND VENTURES LLC & NBHD: 0402 138024 ROUTE#:

C-2 0016E 12 155 TAYLORSVILLE NC 28681 371 BOONE GAP LANE 3833 32 1218

Plat Bk/Pg 12 155 TAYLORSVILLE NC 28681 371 BOONE GAP LN 3833 32 1218

Bldg No. Appraiser: Appr Date: Eff Yr: 49,450 0 3,996

Grade : GOOD QUALITY Rms/ Bed/ Act Yr Bt: HBth 49,450 0 3,996

Stories/ Rms/ Bed/ Act Yr Bt: HBth 49,450 0 3,996

Finished Area: 49,450 0 3,996

0 COMPONENT TYPE/CODE/DESC PCT UNITS RATE STR# SFR% SZ% HGT% PER% CDS% COST %CMPL

PROPERTY NOTES: ADJ AC LOC REVAL

BOOK PAGE DT DATE QS SALES PRICE  
0682 0937 WD 7/18/2025 65,000  
0627 0251 WD 5/27/2020 3

PERMIT NO TYPE DATE

AMOUNT

+ + + + +  
-BIDG CODE DESC UNITS EYB DT PCT ADD. DEPR PCT QGCD LOC% VALUE EXCD %COMP

0LAND LAND TOTAL ACRES: 9.990 VALUE PER ACRE: 4,949 TOT CURRENT FMV EXMPT

# ZONE TYPE/CODE LAND QTY LAND ACRES LAND RATE DPTH DPTH% TOP% LOC% SZ% SHP% OTH% ADJ

1 LUV.. LU WD AC WD 9.990 9.990 4,950.05 .00 .00 100.00 .00 .00 .00 .00 49,450 3,996

- 138024 371 BOONE GAP LN

10X Bill-2025

THIS IS A GENERATED TAX BILL. NOT THE ORIGINAL - FOR DISPLAY PURPOSES ONLY

COUNTY OF ALEXANDER  
OFFICE OF THE COUNTY TAX COLLECTOR  
PO BOX 38  
TAYLORSVILLE, NC 28681



ALEXANDER COUNTY PROPERTY TAX NOTICE

**OFFICE LOCATION** **PHONE NUMBERS**  
151 W. Main Avenue Tax Collector: (828) 632 - 4346  
Taylorsville, NC 28681

**OFFICE HOURS**  
Monday - Friday 8:00am - 5:00pm

**FUTURE GROUND VENTURES LLC &  
371 BOONE GAP LANE  
TAYLORSVILLE, NC 28681**

**TO PAY BY CREDIT CARD CALL  
1-866-375-5152**



A PROCESSING FEE WILL APPLY

YEAR	BILLING DATE	ACCOUNT #	BILL NO.
2025		9350990	2216534

**IMPORTANT**

THIS TAX BILL IS DUE UPON RECEIPT  
PLEASE READ THE BACK OF THIS NOTICE

REC #	DESCRIPTION	PARCEL ID	TAXABLE VALUE	DISTRICT	AMOUNT ASSESSED
2568857	371 BOONE GAP LN	138024	3,996	126	30.53

Total Due: \$30.53

[Pay This Bill Now](#)



Print this Bill



Close Window

# Zoning Permitted Use Table

## Subpart D. Table of Permitted and Special Uses

### §154-59. Table of Permitted and Special Uses

USE TYPE	GENERAL USE DISTRICT									
	P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
<b>1. RESIDENTIAL USES</b>										
<i>Assisted Living Residence</i>	S	S	S	S	P	P	P	P		1.1
<i>Bed and Breakfast Inn</i>	P	P	P	P	P	P				1.2
<i>Continuing Care Retirement Community</i>	S	S	S	S	P	P	P	P		1.3
<i>Dwelling, Manufactured Home (multi-section)</i>		P	P	P						1.4
<i>Dwelling, Manufactured Home (singlewide)</i>			P	P						1.4
<i>Dwelling, Multifamily</i>	P	P	S	P	P	P	P	P		1.5
<i>Dwelling, Single Family Detached/Attached</i>	P	P	P	P		P				1.6
<i>Dwelling, Two Family Attached</i>	P	P	P	P	P	P				1.7
<i>Family Care Home</i>	P	P	P	P	P	P				1.8
<i>Fraternity and/or Sorority House</i>	P			P	P					1.9
<i>Hospice Residential Care Facility</i>	S	S	S	S	P	P	P			1.10
<i>Manufactured Home Park</i>			S	S						1.11
<i>Nursing Home</i>	S	S	S	S	P	P	P	P		1.12
<i>Rooming and Boarding House</i>	S	S	S	S		P	P			1.13
<i>Upper Story Residential</i>					P	P	P	P		
<b>2. ACCESSORY USES</b>										
<i>Childcare Facility (as an accessory for a principal business)</i>	P	P	P	P	P	P	P	P	P	2.1
<i>Drive-Thru Window</i>				P	P	P	P	P		2.2
<i>Dumpster(s)</i>	P	P	P	P	P	P	P	P	P	2.3
<i>Dwelling, Single-Family (as an accessory for a principal business)</i>			P	P	P	P	P			2.4
<i>Fuel Pumps</i>			S	S		P	P	P	P	2.5
<i>Home Occupation, Adult Day Care</i>	P	P	P	P		P				2.6
<i>Home Occupation, Childcare Facility</i>	P	P	P	P		P				2.7
<i>Home Occupation, General</i>	P	P	P	P	P	P				2.8
<i>Home School</i>	P	P	P	P	P	P	P	P	P	-
<i>Outdoor Storage &lt;5000 sq ft</i>			S	P		S	P	P	P	2.9
<i>Outdoor Storage &gt;5000 sq ft</i>			S	S			S	P	P	2.10
<i>Rural Family Occupation</i>			P	P						2.11
<i>Solar Panels</i>	P	P	P	P	P	P	P	P	P	2.12
<b>3. ACCESSORY STRUCTURES</b>										
<i>Airport (Private Accessory)</i>				S					S	3.1
<i>Automatic Teller Machine</i>					P	P	P	P	P	3.2
<i>Boathouse, Private</i>	P	P	P	P						3.3
<i>Bulkhead</i>	P	P	P	P						3.4
<i>Carport</i>	P	P	P	P	P	P				-
<i>Dock/Pier</i>	P	P	P	P	P					3.5
<i>Dwelling, Accessory Residential</i>	P	P	P	P	P	P				3.6

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
<i>Garage, Residential</i>	P	P	P	P	P	P				-
<i>Gate and/or Guardhouse</i>	P	P	P	P	P	P	P	P	P	3.7
<i>Greenhouse</i>	P	P	P	P	P	P	P	P	P	3.8
<i>Heliport (Private Accessory)</i>		S	S	S	P			P	P	3.9
<i>Loading Bay</i>				S	P	P	P	P	P	-
<i>Outdoor Sale Display Areas</i>						P	P	P		3.10
<i>Parking Garage</i>					P		P	P	P	3.11
<i>Planned Seasonal Agricultural Worker Development</i>	P	P	P	P	P	P	P	P	P	3.12
<i>Produce Stand, Accessory</i>	P	P	P	P	P	P	P	P	P	3.13
<i>Satellite Dish</i>	P	P	P	P	P	P	P	P	P	-
<i>Storage Shed</i>	P	P	P	P	P	P	P	P	P	3.14
<i>Swimming Pool, Spa, Hot Tub, Residential</i>	P	P	P	P	P	P				-
<i>Wastewater Treatment Plant, Small Accessory</i>	P	P	P	S	P	P	P	P	P	3.15
<i>Wind Mill/Turbine, Accessory ≤ 40 ft height</i>	S	S	S	S	S	S	S	S	P	3.16
<i>Wind Mill/Turbine, Accessory &gt; 40 ft height</i>		S	S	S	S	S	S	S	S	3.17
<b>4. RECREATIONAL USES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
<i>Amusement Park</i>								S	S	4.1
<i>Camp</i>	P	P	P	P	P		P	P		4.2
<i>Campground</i>	S	S	S	P						4.3
<i>Coin Operated Amusements</i>						P	P	P		4.4
<i>Common Area Recreation and Service Facilities</i>	P	P	P	P	P	P				4.5
<i>Golf Course and/or Country Club</i>	P	P	P	P	P	P	P	P		4.6
<i>Governmental Recreational Facilities</i>	P	P	P	P	P	P	P	P		4.7
<i>Marina</i>		S	S	S		P	P			4.8
<i>Miniature Golf Course or Driving Tees/Ranges (operated for commercial purposes)</i>	S	S	S	S	S	P	P	P		4.9
<i>Motor Sports Facility, Major</i>								S	S	4.10
<i>Motor Sports Facility, Minor</i>								S	S	4.11
<i>Motor Sports Facility, Recreational</i>				S			S	S	S	4.12
<i>Park</i>	P	P	P	P	P	P	P	P	S	4.13
<i>Recreational Facilities (Indoor/Outdoor)</i>	S	S	S	S	P	P	P	P	S	4.14
<i>Recreational Vehicle Park</i>	S	S	S	S			P			4.15
<i>Riding Stables</i>	P	P	P	P			P			4.16
<i>Commercial Shooting Ranges, Indoor</i>				S		P	P	P	P	4.17
<i>Commercial Shooting Ranges, Outdoor</i>				S				S	P	4.18
<b>5. EDUCATIONAL AND INSTITUTIONAL USES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
<i>Adult Day Care Facility</i>	P	P	P	P	P	P	P			5.1
<i>Ambulance Services</i>	P	P	P	P	P	P	P	P	P	5.2
<i>Cemetery, Family</i>	P	P	P	P						5.3

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
Cemetery/Mausoleum/Columbarium (excluding crematoriums)	P	P	P	P	P	P	P	P	S	5.4
Childcare Facility	P	P	P	P	P	P	P	P	P	5.5
Club/Lodge	P	P	P	P	P	P	P	P	S	5.6
College or University					P		P	P		5.7
Community Club	P	P	P	P	P	P	P	P		5.8
Correctional Facilities					P				S	5.9
Fire and Rescue Station	P	P	P	P	P	P	P	P	P	5.10
Funeral Home or Crematorium					P	P	P	P		5.11
Government Offices					P	P	P	P	P	5.12
Homeless Shelter					P		S	P		5.13
Hospital					P		P	P		5.14
Museum/Library/Archive	S	S	S	S	P	P	P	P		5.15
Place of Assembly, Large					S	P	P	P	S	5.16
Place of Assembly, Small	S	S	S	S	P	P	P	P	S	5.17
Police Station	S	S	S	S	P	P	P	P	P	5.18
Religious Institution		P	P	P	P		P	P	S	5.19
School (Home)	P	P	P	P	P	P				-
School (Public/Private/Charter)	P	P	P	P	P	P	P	P		5.20
Youth Center	S	S	S	S	P	P	P	P		5.21
<b>6. BUSINESS, PROFESSIONAL, AND PERSONAL SERVICES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
Animal Shelter						S	S	P	P	6.1
Automobile and Equipment Service			S	S			P	P	P	6.2
Automotive Towing				S				P	P	6.3
Broadcasting and Communications Facilities					P	P	P	P	S	6.4
Car Wash						P	P	P		6.5
Exterminating and Pest Control Services				S		P	P	P	S	6.6
Kennel			S	S		S	P	P	P	6.7
Motel/Hotel						P	P	P		6.8
Office: Business, Professional and Public			S	P	P	P	P	P		6.9
School (Technical, Trade and Business)					P	P	P	P	S	6.10
Theater, Drive-In							P	P		6.11
Urgent Care Clinic	S	S	S	S	P	P	P	P		6.12
<b>7. RETAIL TRADE</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
Adult Book and Retail Merchandise Store									S	7.1
Adult Theatre and Live Entertainment									S	7.2
Cinema Complex							P	P		7.3
Convenience Store	P				P	P	P	P	S	7.4
Entertainment Complex								P		7.5
Flea Market							P	P		7.6
Fuel Oil Distribution and Sales									S	7.7
Landscaping Materials Sales and Storage			S	S		S	P	P	P	7.8
Manufactured/Mobile Home Sales								P	P	7.9

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
Motor Vehicle Sales or Leasing				S			S	P		7.10
Open Air Market	S	S	S	S		P	P	P		7.11
Parking Garage or Lot (requiring payment)						P		P	S	7.12
Produce Stand	P	P	P	P	P	P	P	P		7.13
Retail Sales and Services ≤50,000 sq ft (of gross floor area)					P	P	P	P		7.14
Retail Sales and Services >50,000 ≤100,000 sq ft (of gross floor area)							P	P		7.15
Retail Sales and Services >100,000 ≤150,000 sq ft (of gross floor area)								P		7.16
Retail Sales and Services >150,000 sq ft (of gross floor area)								P		7.17
Shopping Mall								S		7.18
Truck Stop								S	P	7.19
<b>8. WHOLESALE TRADE</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
Wholesale Trade							P	P	P	8.1
<b>9. TRANSPORTATION, WAREHOUSING AND UTILITIES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
Airport (Private)									S	9.1
Airport (Public)									S	9.2
Communication Facilities, Category 1	P	P	P	P	P	P	P	P	P	9.3
Communication Facilities, Category 2	P	P	P	P	P	P	P	P	P	9.3
Communication Facilities, Category 3									S	9.3
Hazardous Waste Disposal Facilities									S	9.4
Land Clearing Debris and Inert Debris Storage or Disposal			S	S					S	9.5
Rail Transportation Facilities and Support Activities									P	9.6
Self-Storage Warehousing			S	S	S		P	P	P	9.7
Septic Tank and Related Services				S					S	9.8
Solar Energy Generation Facility < 30 acres	S	S	S	S	P	S	P	P	P	9.9
Solar Energy Generation Facility > 30 acres			S	S	S	S	S	S	S	9.9
Solid Waste Combustors and Incinerators									S	9.10
Solid Waste Facility, County Owned/Operated	P	P	P	P	P	P	P	P	P	9.11
Transit and Ground Passenger Transportation							S	P	S	9.12
Truck Terminals									P	9.13
Utility Substation	P	P	P	P	P	P	P	P	P	9.14
Warehousing and Storage (Excluding Warehousing of Hazardous Substances)							P	P	P	9.15
Waste Collection and Transfer Facility (Hazardous)									S	9.16
Waste Collection and Transfer Facility (Non-hazardous)	S	S	S	S	S	S	S	S	P	9.17
Wastewater Treatment Plant	S	S	S	S	S	S	S	S	P	9.18

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
Water Treatment Plant	S	S	S	S	S	S	S	S	P	9.19
<b>10. MANUFACTURING &amp; INDUSTRIAL USES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
<i>Asphalt Plant</i>									P	10.1
Battery Manufacturing Facility									S	10.2
<i>Chip Mill</i>									P	10.3
Concrete Batch Plant									P	10.4
<i>Junkyard</i>									P	10.5
<i>Landfill, Public or Private</i>									P	10.6
<i>Machining and Assembly Operations ≤10,000 sq ft (of gross floor area)</i>			S	S		P	P	P	P	10.7
<i>Machining and Assembly Operations &gt;10,000 sq ft (of gross floor area)</i>									P	10.7
<i>Manufacturing and Production Operations ≤10,000 sq ft (of gross floor area)</i>			S	S		P	P	P	P	10.8
<i>Manufacturing and Production Operations &gt;10,000 sq ft (of gross floor area)</i>									P	10.8
<i>Materials Recovery Facilities (Recycling)</i>									P	10.9
<i>Mining and Extraction Operations</i>									S	10.10
<i>Packaging and Labeling Services</i>									P	10.11
Pesticide, Fertilizer and Other Agricultural Chemical Manufacturing									S	10.12
<i>Product Processing and Storage Facilities</i>									P	10.13
<i>Recycling Centers, Drop-Off Facilities</i>	P	P	P	P	P	P	P	P	P	10.14
<i>Research and Development Operations (Hazardous or Biological Materials)</i>									P	10.15
<i>Research and Development Operations (Non-hazardous)</i>						P	P	P	P	10.16
<i>Sawmill</i>				P					P	10.17
Slaughterhouse									P	10.18
Truck Wash								P	P	10.19
<b>11. TEMPORARY USES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
Christmas Tree Lot Sales	P	P	P	P	P	P	P	P		11.1
Circuses, Carnivals, Fairs, Religious Services (or similar types of events)			S	S	P	P	P	P	P	11.2
Food Trucks					P	P	P	P	P	-
<i>Model Home Sales Office, Temporary</i>	P	P	P	P	P	P	P	P		11.3
Movie Production	P	P	P	P	P	P	P	P	P	-
Portable Sawmill			P	P					P	11.4
Special Events between 250 and 499 persons	P	P	P	P	P	P	P	P	P	11.5
Special Events greater than 500 persons			P	P	P	P	P	P	P	11.6
<i>Yard Sale</i>	P	P	P	P	P	P	P			11.7
<b>12. TEMPORARY STRUCTURES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
<i>Portable Storage Container</i>	P	P	P	P	P	P	P	P	P	12.1

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit									
	R1	R2	R2R	R3	OI	MU	CC	RC	I	SR
<i>Produce Stand, Temporary</i>	P	P	P	P	P	P	P	P	P	12.2
Temporary Construction Project Buildings	P	P	P	P	P	P	P	P	P	12.3
Tent Sale						P	P	P	P	12.4
<b>13. AGRICULTURAL USES</b>	<b>R1</b>	<b>R2</b>	<b>R2R</b>	<b>R3</b>	<b>OI</b>	<b>MU</b>	<b>CC</b>	<b>RC</b>	<b>I</b>	<b>SR</b>
<i>Agriculture</i>	P	P	P	P	P	P	P	P	P	-
Food Manufacturing	P	P	P	P	P	P	P	P	P	-
<i>Forestry</i>	P	P	P	P	P	P	P	P	P	-
<i>Forestry Support Services</i>	P	P	P	P	P	P	P	P	P	-
Veterinary Services (livestock)	P	P	P	P	P	P	P	P	P	-

End of Zoning Permitted Use Table.

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# VACANT LAND DISCLOSURE STATEMENT

**Note:** Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: **00 Boone Gap Lane, Taylorsville, NC 28681**

Buyer:

Seller: **Futureground Ventures, LLC**

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

## A. Physical Aspects

Yes No NR

1. Non-dwelling structures on the Property ..... ☐ Yes ☐ No ☒ NR  
If yes, please describe: \_\_\_\_\_
2. Current or past soil evaluation test (agricultural, septic, or otherwise)..... ☐ Yes ☐ No ☒ NR
3. Caves, mineshafts, tunnels, fissures or open or abandoned wells ..... ☐ Yes ☐ No ☒ NR
4. Erosion, sliding, soil settlement/expansion, fill or earth movement ..... ☐ Yes ☐ No ☒ NR
5. Communication, power, or utility lines..... ☐ Yes ☐ No ☒ NR
6. Pipelines (natural gas, petroleum, other)..... ☐ Yes ☐ No ☒ NR
7. Landfill operations or junk storage ..... ☐ Yes ☐ No ☒ NR  
☐ Previous ☐ Current ☐ Planned ☐ Legal ☐ Illegal
8. Drainage, grade issues, flooding, or conditions conducive to flooding ..... ☐ Yes ☐ No ☒ NR
9. Gravesites, pet cemeteries, or animal burial pits..... ☐ Yes ☐ No ☒ NR
10. Rivers, lakes, ponds, creeks, streams, dams, or springs..... ☐ Yes ☐ No ☒ NR
11. Well(s)..... ☐ Yes ☐ No ☒ NR  
☐ Potable ☐ Non-potable Water Quality Test? ☐ yes ☐ no  
depth \_\_\_\_\_; shared (y/n) \_\_\_\_\_; year installed \_\_\_\_\_; gal/min \_\_\_\_\_
12. Septic System(s)..... ☐ Yes ☐ No ☒ NR  
If yes: Number of bedrooms on permit(s) \_\_\_\_\_  
Permit(s) available? ☐ yes ☐ no ☒ NR  
Lift station(s)/Grinder(s) on Property? ☐ yes ☐ no ☒ NR  
Septic Onsite? ☐ yes ☐ no ☐ Details: \_\_\_\_\_  
Tank capacity \_\_\_\_\_  
Repairs made (describe): \_\_\_\_\_  
Tank(s) last cleaned: \_\_\_\_\_  
If no: Permit(s) in process? ☐ yes ☐ no ☒ NR  
Soil Evaluation Complete? ☐ yes ☐ no ☒ NR  
Other Septic Details: \_\_\_\_\_

Page 1 of 4



This form approved by:  
NC REALTORS®  
Seller Initials

Initial

Buyer Initials



STANDARD FORM 142  
Revised 7/2025  
© 7/2025

Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☐ Yes ☐ No ☒ NR  
If yes, please describe: \_\_\_\_\_

**B. Legal/Land Use Aspects**

- |  |                                     |                                     |                                     |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Current or past title insurance policy or title search.....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Copy of deed(s) for property.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. Government administered programs or allotments.....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Rollback or other tax deferral recaptures upon sale.....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Litigation or estate proceeding affecting ownership or boundaries.....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Notices from governmental or quasi-governmental authorities related to the property..   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Private use restrictions or conditions, protective covenants, or HOA.....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, please describe: _____   |                                     |                                     |                                     |
| 8. Recent work by persons entitled to file lien claims.....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, have all such persons been paid in full .....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If not paid in full, provide lien agent name and project number: _____   |                                     |                                     |                                     |
| 9. Jurisdictional government land use authority:   |                                     |                                     |                                     |
| County: <u>Alexander</u> City: <u>Outside City Limits</u>  |                                     |                                     |                                     |
| 10. Current zoning: <u>R-3</u>   |                                     |                                     |                                     |
| 11. Fees or leases for use of any system or item on property .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 13. Access (legal and physical) other than by direct frontage on a public road   |                                     |                                     |                                     |
| Access via easement.....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Access via private road .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| If yes, is there a private road maintenance agreement? <input type="checkbox"/> yes <input type="checkbox"/> no  |                                     |                                     |                                     |
| 14. Solar panel(s), windmill(s), cell tower(s).....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, please describe: _____   |                                     |                                     |                                     |

**C. Survey/Boundary Aspects**

- |  |                                     |                          |                                     |
|--|-------------------------------------|--------------------------|-------------------------------------|
| 1. Current or past survey/plat or topographic drawing available.....           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 2. Approximate acreage: <u>9.99</u>  |                                     |                          |                                     |
| 3. Wooded Acreage <u>9.99</u> ; Cleared Acreage _____                          |                                     |                          |                                     |
| 4. Encroachments.....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Public or private use paths or roadways rights of way/easement(s).....      | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Financial or maintenance obligations related to same .....                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Communication, power, or other utility rights of way/easements .....        | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Railroad or other transportation rights of way/easements.....               | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Conservation easement .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Property Setbacks.....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| If yes, describe: <u>Front 40', Rear 40', Side 15', Side at Street 20'</u>     |                                     |                          |                                     |
| 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Septic Easements and Repair Fields .....                                   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Any Proposed Easements Affecting Property.....                             | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Beach Access Easement, Boat Access Easement, Docking Permitted.....        | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, please describe: _____   |                                     |                          |                                     |

Seller Initials KW Buyer Initials CG

**D. Agricultural, Timber, Mineral Aspects**

	Yes	No	NR
1. Agricultural Status (e.g., forestry deferral) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			
4. Farming on Property: <input type="checkbox"/> owner or <input type="checkbox"/> tenant .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Presence of vegetative disease or insect infestation.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Timber cruises or other timber related reports.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Timber harvest within past 25 years .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, monitored by Registered Forester? .....			
If replanted, what species: .....			
Years planted: .....			
8. Harvest impact (other than timber) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			

**E. Environmental Aspects**

1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Underground or above ground storage tanks .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			
3. Abandoned or junk motor vehicles or equipment of any kind.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Federal or State listed or protected species present.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe plants and/or animals: .....			
6. Government sponsored clean-up of the property .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Groundwater, surface water, or well water contamination <input type="checkbox"/> Current <input type="checkbox"/> Previous ...	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Previous commercial or industrial uses.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Wetlands, streams, or other water features .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits or certifications related to Wetlands .....			
Conservation/stream restoration.....			
10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			
11. The use or presence on the property, either stored or buried, above or below ground, of:			
i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, describe in detail: .....			
ii. Other fuel/chemical.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Paint <input type="checkbox"/> Lead based paint <input type="checkbox"/> Other paint/solvents .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Agricultural chemical storage .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**F. Utilities**

Check all currently available on the Property and indicate the provider.

<input type="checkbox"/> Water (describe): <b>Well Needed</b>
<input type="checkbox"/> Sewer (describe): <b>Septic Needed</b>
<input type="checkbox"/> Gas (describe): .....
<input type="checkbox"/> Electricity (describe): .....
<input type="checkbox"/> Cable (describe): .....

Seller Initials EW Buyer Initials CS

- ☐ High Speed Internet (describe): \_\_\_\_\_
- ☐ Fiber Optic (describe): \_\_\_\_\_
- ☐ Telephone (describe): \_\_\_\_\_
- ☐ Private well (describe): \_\_\_\_\_
- ☐ Shared private well or community well (describe): \_\_\_\_\_
- ☐ Hauled water (describe): \_\_\_\_\_
- ☐ Other (describe): \_\_\_\_\_

## Explanation Sheet for Vacant Land Disclosure Statement

**Instructions:** Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.

[illegible]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

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

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

Entity Buyer:

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

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

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

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

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

Signed by: \_\_\_\_\_  
 Seller: Futureground Ventures, LLC Date: 8/29/2025

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Entity Seller:

**Futureground Ventures, LLC**

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

Signed by: Kay Walker  
By: \_\_\_\_\_  
CC442D1233D34B3...

Name: **Kay Walker**

**Title: Managing Member**

Date: 8/26/2025

# REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by \_\_\_\_\_ ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

## 1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

(a) "Seller": FutureGround Ventures, LLC

(b) "Buyer": \_\_\_\_\_

(c) "Property": Street Address: 371 Boone Gap Lane  
City: Taylorsville Zip: 28681 County: Alexander, NC  
Lot/Unit 2, Block/Section \_\_\_\_\_, Subdivision/Condominium n/a  
Plat Book/Slide 12 at Page(s) 155 PIN/PID: 138024  
Other description: NC PIN 3833321218  
Some or all of the Property may be described in Deed Book 682 at Page 937  
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.  
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ ADDITIONAL PARCELS. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.  
If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) "Purchase Price": \$ \_\_\_\_\_ paid in U.S. Dollars upon the following terms:

\$ 5,000.00 EARNEST MONEY DEPOSIT as ☒ cash ☒ personal check ☒ official bank check  
☒ wire transfer ☒ electronic transfer

\$ \_\_\_\_\_ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to Kayla Carder ("Escrow Agent") either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) "Closing Date" (See paragraph 8 for details): November 14, 2025

**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.**



**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.

**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. RESTRICTIVE COVENANTS:** Prior to signing this 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 Contract and include it as an addendum hereto.

**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 12/31/2025 (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 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:** None.

**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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NC REALTORS® 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 ("Effective Date"). 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)

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

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

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

Entity Buyer:

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

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

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

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

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

**SELLER:**

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

**FutureGround Ventures, LLC**

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

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

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

Entity Seller:

**FutureGround Ventures, LLC**  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: **Candace Gipson**

Title: **Managing Member**

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: Kayla Carder

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: Kayla Carder Real Estate License #: 10393  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: \_\_\_\_\_ Email: kayla@themclemoregroup.com

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

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393