



**Big6 Properties**

**Blue Ridge Land  
& Auction Co., Inc**

**Online Auction Bidders Agreement**

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Dale Kidder, Emily Kidder

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, April 22<sup>nd</sup>, 2026 at 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

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

**AUCTIONEER / BROKER** – Sharon Roseman (Broker / Auctioneer) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

1. +/- 96 Acres and Improvements; Parcel Records #1993425933000, # 1993437242000, 1993520943000, #1993523344000, #1993542696000; Deed Book 2219/2301/2315 Page 081/055/201

**Address:**

TBA Tater Hill, Zionville, NC 28689

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 22<sup>nd</sup>, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585 or Auctioneer Sharon Roseman at (828) 320-4726.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land & Auction/Big6 Properties** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 8<sup>th</sup>, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country | Blue Ridge Land & Auction/Big6 Properties, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per North Carolina Administrative Code: 21 NCAC 04B .0605 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA**

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941

**Sharon Roseman – United Country Big6 Properties  
Owner, Real Estate Broker, Auctioneer**

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

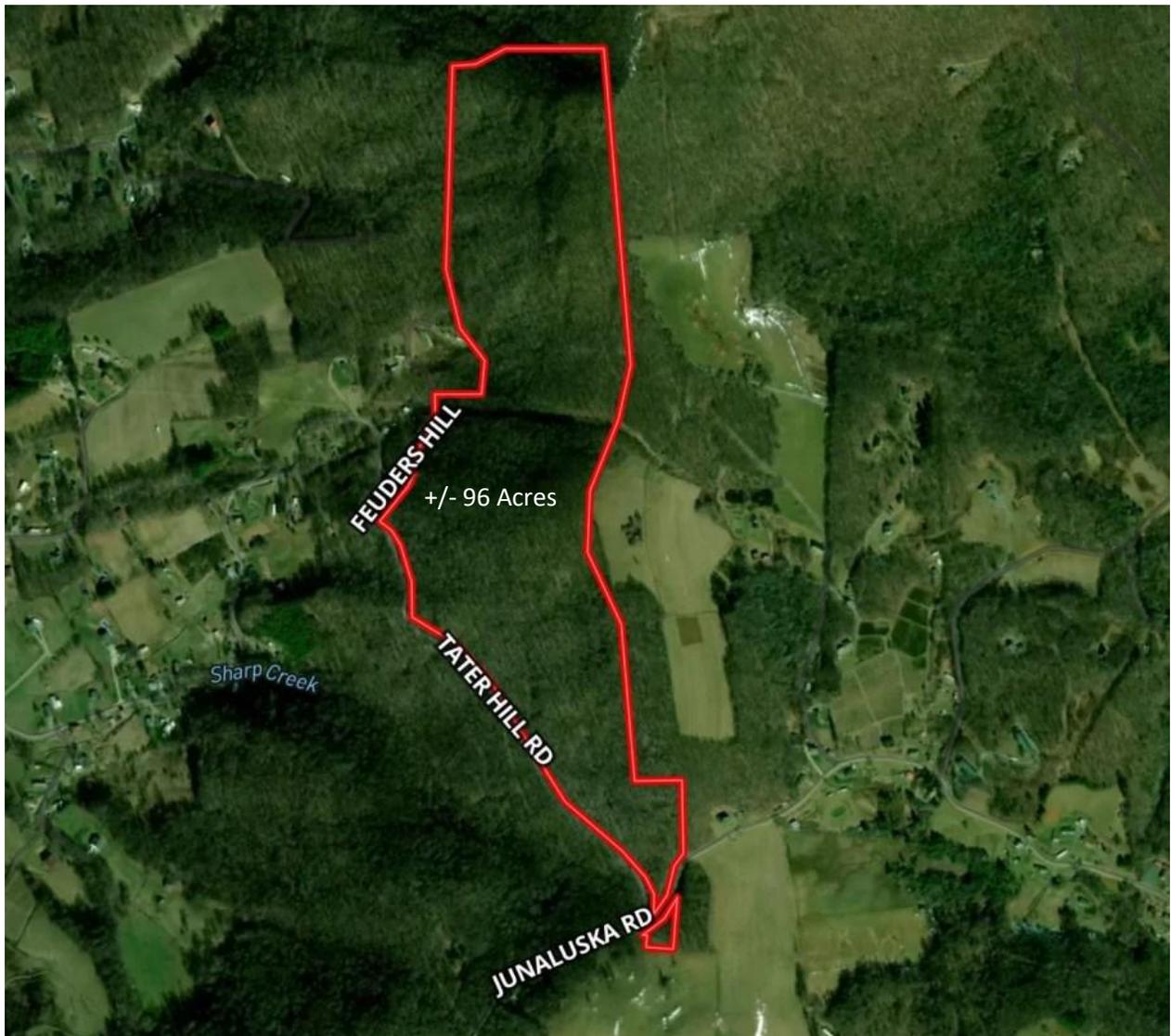
**License #'s**

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348



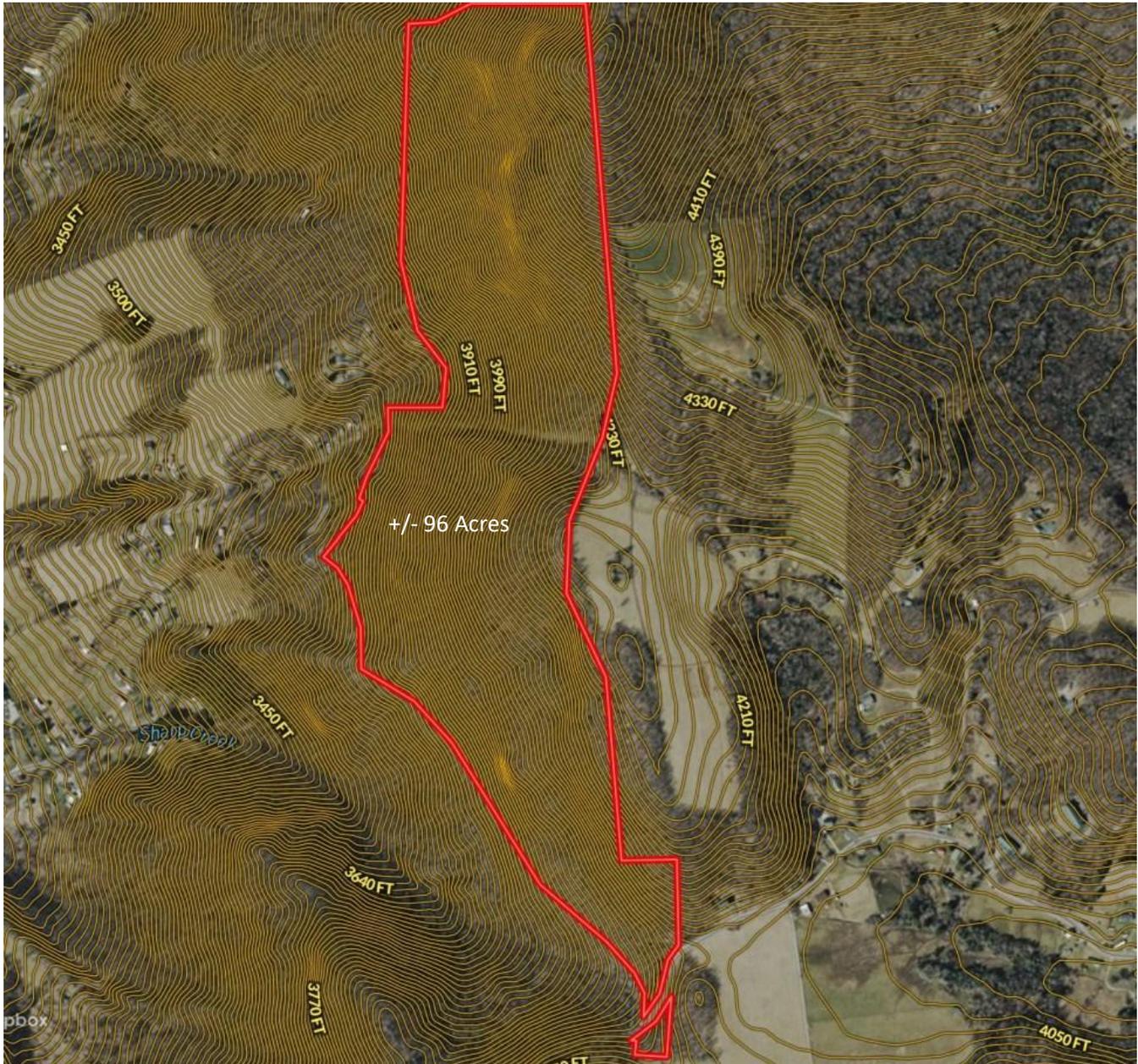
**Auction Services**

# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

TBD Tater Hill Rd.

Zionville, NC 28698



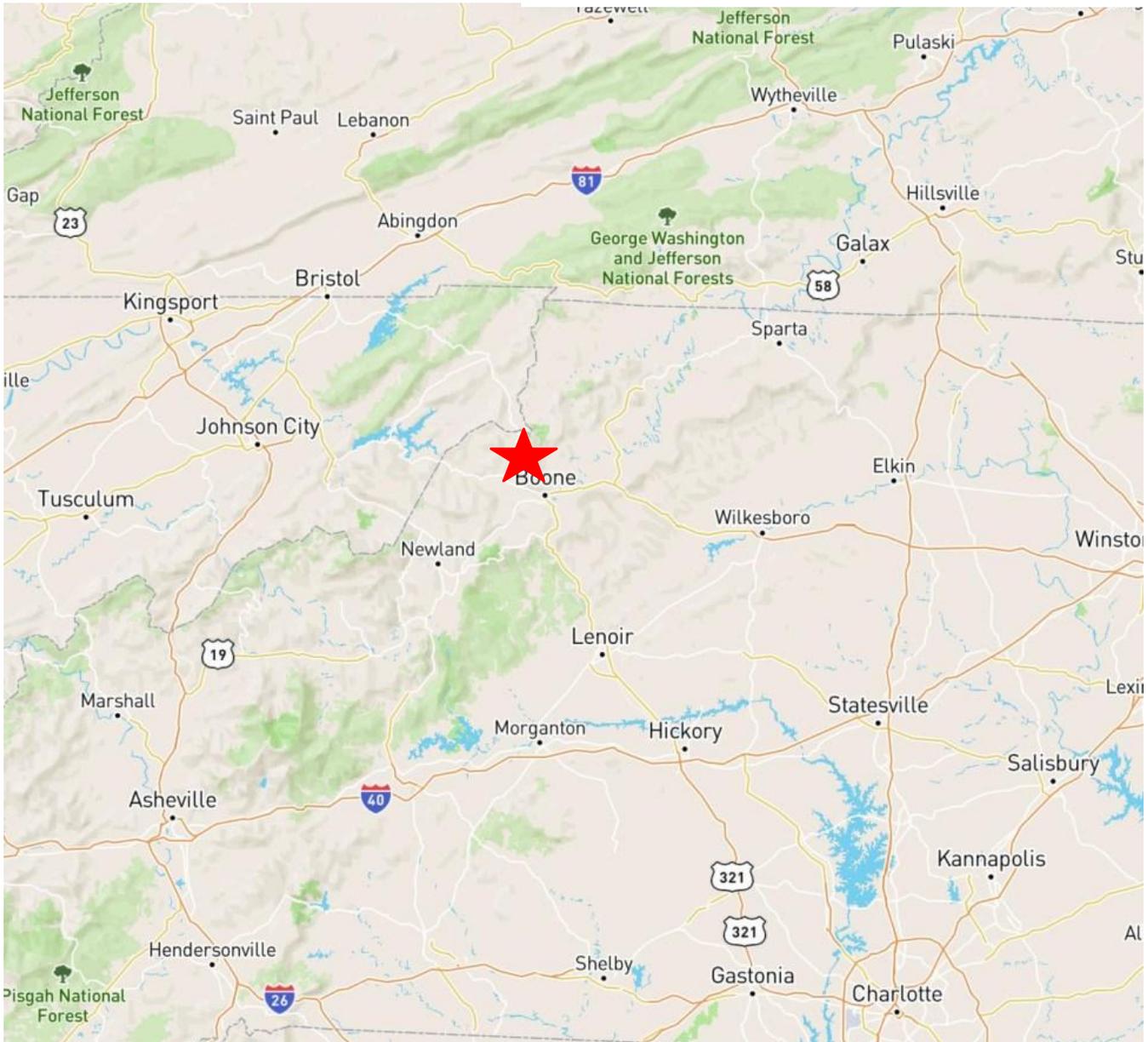


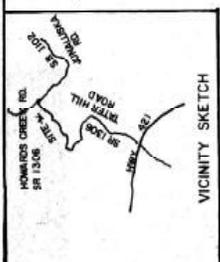
**Auction Services**

# Location

TBD Tater Hill Rd.

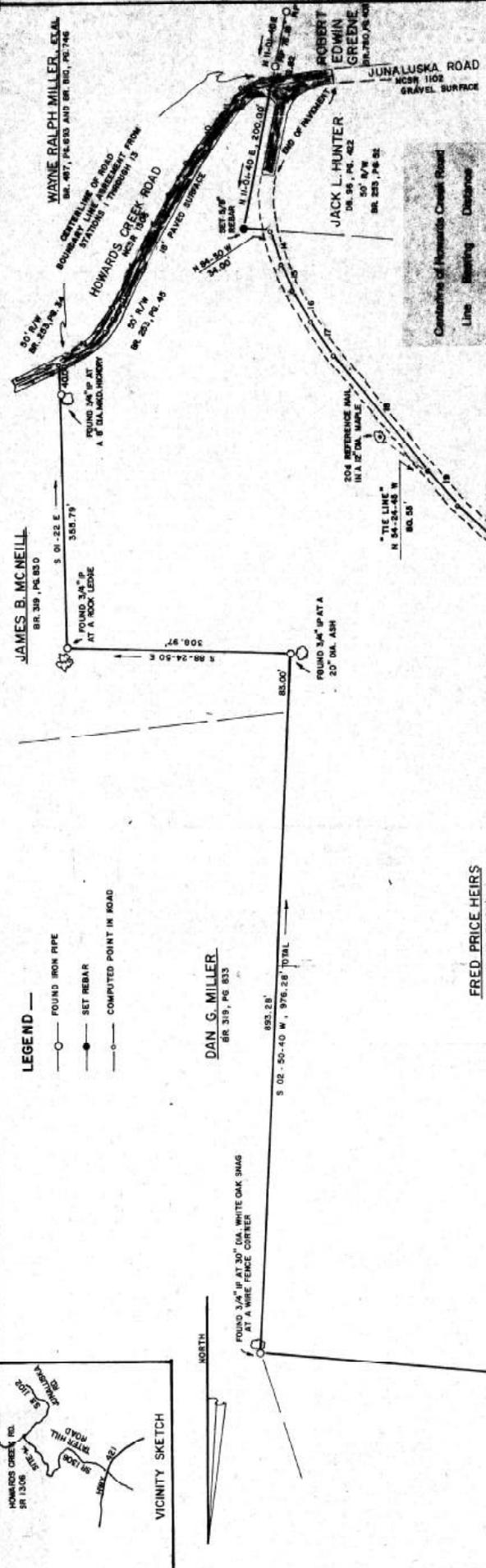
Zionville, NC 28698





**LEGEND**

- FOUND IRON PIPE
- SET REBAR
- COMPUTED POINT IN ROAD



**Continuities of Howard's Creek Road**

Line	Bearing	Distance
1	S 83-09 W	30.00'
2	S 84-18 W	25.17'
3	S 45-00 W	22.30'
4	S 34-13 W	18.40'
5	S 28-18 W	30.11'
6	S 25-00 W	50.16'
7	S 27-18 W	35.74'
8	S 25-43 W	50.00'
9	S 25-00 W	50.00'
10	S 35-05-20 W	53.59'
11	S 40-51 W	50.82'
12	S 53-25 W	25.02'
13	S 50-23 W	25.44'

**Continuities of Tract 188 Road**

Line	Bearing	Distance
14	N 17-50 W	30.42'
15	N 21-21 W	38.33'
16	N 25-37 W	51.69'
17	N 30-53 W	37.87'
18	N 36-54 W	50.32'
19	N 41-38 W	66.00'
20	N 45-49-20 W	173.00'
21	N 39-23-15 W	73.87'
22	N 31-45 W	73.46'
23	N 27-30 W	30.02'
24	N 22-34-43 W	48.17'
25	N 20-21-40 W	104.87'
26	N 25-43-40 W	174.91'
27	N 23-30-20 W	182.11'
28	N 28-30 W	94.38'
29	N 33-39-30 W	78.82'
30	N 44-58 W	61.02'
31	N 35-01-30 W	90.85'
32	N 29-39-38 W	83.74'

**NOTES:**

- North is relative to the James McNeill deed, Book of Records 319, pg. 890
- Distances are horizontal and bearings were computed by D.M.D.
- The 23.008 acres is located in Zone 'C', an area of mineral Easement as per the Watauga County Flood Insurance Rate Map

**Professional Seal**  
JAMES R. HUNTER, Surveyor  
No. 1-3002  
NORTH CAROLINA  
Professional Seal  
JAMES R. HUNTER, Surveyor  
No. 1-3002

**SURVEY FOR**  
**THE FRED PRICE HEIRS**

COVE CREEK TOWNSHIP - WATAUGA CO., N.C.  
SCALE 1" = 100'  
AUG 22, 2007

SURVEYED BY: JAMES R. HUNTER, P.A., L-1068  
BOOKER, H. S. 28807

PROJECT NO. 8097-14

State of North Carolina  
County of Watauga  
I, James R. Hunter, Review Officer of Watauga County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

James R. Hunter Review Officer (Seal) 10/12/07

FILED: 2007, 10/22/07  
Pat Lawler, Notary Public  
Watauga County, NC  
Notary Seal: 2007, 10/22/07

BR. 29 Pg. 129 (1)  
Date Noted: 10/22/07  
Date: 10/22/07

## Printable page

**PARID: 1993425933000**  
**KIDDER, DALE L, KIDDER, EMILY W**

### Parcel

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ParID	1993425933000
Tax Year	2025
SITUS Address	
City, State, Zip	, NC ,
Unit #	
Unit Description	
NBHD	0712 - SILVERSTONE
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	0
CAMA Acres	.26
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	0-NONE
Zoning	-
Map #	1993-42-5933-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Note 4	
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

### Owner Mailing

---

Tax Year	2025
Sequence Number	0
Owner Number	1634340
Owner	KIDDER, DALE L KIDDER, EMILY W
Mailing Address	P O BOX 63
City, State, Zip	ZIONVILLE NC 28698

### Owner Details

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Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

### Owner Mailing

Tax Year 2025  
 Sequence Number 0  
 Owner Number 1634340  
 Owner KIDDER, DALE L  
 KIDDER, EMILY W  
 Mailing Address P O BOX 63  
 City, State, Zip ZIONVILLE NC 28698

**Owner Details**

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
08-SEP-21	2219	081	40,000	BRETON, ALICIA D, TRUSTEE	KIDDER, DALE L
16-NOV-15	1833	608	0	BRETON, ALICIA	ALICIA D BRETON IRREVOCABLE TRUST
28-FEB-01	613	555	0		

**Sale Details**

1 of 3

Deed Date 08-SEP-21  
 Book 2219  
 Page 081  
 LT #  
 Instrument Type WARRANTY DEED  
 Instrument No  
 Grantor BRETON, ALICIA D, TRUSTEE  
 Grantee KIDDER, DALE L  
 Sale Date 08-SEP-21  
 Sale Type  
 Sale Validity MP-MULTIPLE PARCELS  
 Sale Source -  
 Sale Price 40,000  
 Stamp Value 80  
 Adjustment Amount  
 Adjusted Price 40,000  
 Adjustment Reason  
 Note 1  
 Note 2  
 Note 3  
 Note 4

**Land Summary**

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A1-A1	N	11,326	0.26	1,800

**Land**

Line Number 1  
 Land Type A-Acreage  
 Land Code A1-A1  
 Square Feet 11,326  
 Acres 0.26  
 Units  
 Lot Front Footage  
 Lot Depth  
 Override Rate  
 Base Size 1  
 Base Rate 34,500  
 Incremental 34,500  
 Decremental 22,425

Influence Code 1	04
Influence Code 2	
Influence Factor	-90
Zoning	
NBHD Model	712
Land Value	1,800
Use Value Flag	N
Land Change Reason	
Note	
Note 2	P

Legal Description

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Township	07 - COVE CREEK
City Code	
Jurisdiction	F06 - ZIONVILLE
Property Address	
Unit Desc	
Unit #	
Book	
Page	
Legal Desc 1	
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	
Deeded Acres	0.261
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

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Reason Code	
Review Date	28-SEP-05
Review Code	1
Review Reason	
Appraiser ID	MSG
Spec Proc Flag	
Appraised Land	1,800
Appraised Building	0
Appraised Total	1,800
Cost Land Value	1,800
Cost Building Value	0
Cost Total Value	1,800
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	1,800
Building Value	0
=====	=====
Appraisal Total	1,800
Senior Exemption	0
100% Exclusion	0
Partial Exclusion	0

VET Exemption

0

=====

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Taxable Total

1,800

## Printable page

**PARID: 1993437242000**  
**KIDDER, DALE L, KIDDER, EMILY W**

### Parcel

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ParID	1993437242000
Tax Year	2025
SITUS Address	
City, State, Zip	, NC ,
Unit #	
Unit Description	
NBHD	0712 - SILVERSTONE
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	0
CAMA Acres	6.77
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	0-NONE
Zoning	-
Map #	1993-43-7242-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

### Owner Mailing

---

Tax Year	2025
Sequence Number	0
Owner Number	1634340
Owner	KIDDER, DALE L KIDDER, EMILY W
Mailing Address	P O BOX 63
City, State, Zip	ZIONVILLE NC 28698

### Owner Details

---

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

### Owner Mailing

Tax Year 2025  
 Sequence Number 0  
 Owner Number 1634340  
 Owner KIDDER, DALE L  
 KIDDER, EMILY W  
 Mailing Address P O BOX 63  
 City, State, Zip ZIONVILLE NC 28698

**Owner Details**

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
08-SEP-21	2219	081	40,000	BRETON, ALICIA D, TRUSTEE	KIDDER, DALE L
16-NOV-15	1833	608	0	BRETON, ALICIA	ALICIA D BRETON IRREVOCABLE TRUST
28-FEB-01	613	555	0		

**Sale Details**

1 of 3

Deed Date 08-SEP-21  
 Book 2219  
 Page 081  
 LT #  
 Instrument Type WARRANTY DEED  
 Instrument No  
 Grantor BRETON, ALICIA D, TRUSTEE  
 Grantee KIDDER, DALE L  
 Sale Date 08-SEP-21  
 Sale Type  
 Sale Validity MP-MULTIPLE PARCELS  
 Sale Source -  
 Sale Price 40,000  
 Stamp Value 80  
 Adjustment Amount  
 Adjusted Price 40,000  
 Adjustment Reason  
 Note 1  
 Note 2  
 Note 3  
 Note 4

**Land Summary**

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A1-A1	N	43,560	1.00	17,300
2	A-Acreage	A4-A4	N	251,341	5.77	33,500

**Land**

1 of 2

Line Number 1  
 Land Type A-Acreage  
 Land Code A1-A1  
 Square Feet 43,560  
 Acres 1.00  
 Units  
 Lot Front Footage  
 Lot Depth  
 Override Rate  
 Base Size 1  
 Base Rate 34,500  
 Incremental 34,500

Decremental	22,425
Influence Code 1	
Influence Code 2	
Influence Factor	-50
Zoning	
NBHD Model	712
Land Value	17,300
Use Value Flag	N
Land Change Reason	
Note	
Note 2	P

Legal Description

---

Township	07 - COVE CREEK
City Code	
Jurisdiction	F06 - ZIONVILLE
Property Address	
Unit Desc	
Unit #	
Book	
Page	
Legal Desc 1	SR 1306
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	
Deeded Acres	6.770
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

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Reason Code	
Review Date	28-SEP-05
Review Code	1
Review Reason	
Appraiser ID	MSG
Spec Proc Flag	
Appraised Land	50,800
Appraised Building	0
Appraised Total	50,800
Cost Land Value	50,800
Cost Building Value	0
Cost Total Value	50,800
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	50,800
Building Value	0
=====	=====
Appraisal Total	50,800
Senior Exemption	0
100% Exclusion	0

Partial Exclusion	0
VET Exemption	0
=====	=====
Taxable Total	50,800

## Printable page

**PARID: 1993520943000**  
**KIDDER, DALE L, KIDDER, EMILY W**

### Parcel

---

ParID	1993520943000
Tax Year	2025
SITUS Address	
City, State, Zip	, NC ,
Unit #	
Unit Description	
NBHD	0712 - SILVERSTONE
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	0
CAMA Acres	6.76
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	0-NONE
Zoning	-
Map #	1993-52-0943-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

### Owner Mailing

---

Tax Year	2025
Sequence Number	0
Owner Number	1634340
Owner	KIDDER, DALE L KIDDER, EMILY W
Mailing Address	P O BOX 63
City, State, Zip	ZIONVILLE NC 28698

### Owner Details

---

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

### Owner Mailing

Tax Year 2025  
 Sequence Number 0  
 Owner Number 1634340  
 Owner KIDDER, DALE L  
 KIDDER, EMILY W  
 Mailing Address P O BOX 63  
 City, State, Zip ZIONVILLE NC 28698

**Owner Details**

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
08-SEP-21	2219	081	40,000	BRETON, ALICIA D, TRUSTEE	KIDDER, DALE L
16-NOV-15	1833	608	0	BRETON, ALICIA	ALICIA D BRETON IRREVOCABLE TRUST
28-FEB-01	613	555	0		

**Sale Details**

1 of 3

Deed Date 08-SEP-21  
 Book 2219  
 Page 081  
 LT #  
 Instrument Type WARRANTY DEED  
 Instrument No  
 Grantor BRETON, ALICIA D, TRUSTEE  
 Grantee KIDDER, DALE L  
 Sale Date 08-SEP-21  
 Sale Type  
 Sale Validity MP-MULTIPLE PARCELS  
 Sale Source -  
 Sale Price 40,000  
 Stamp Value 80  
 Adjustment Amount  
 Adjusted Price 40,000  
 Adjustment Reason  
 Note 1  
 Note 2  
 Note 3  
 Note 4

**Land Summary**

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A1-A1	N	43,560	1.00	17,300
2	A-Acreage	A8-A8	N	250,906	5.76	37,300

**Land**

1 of 2

Line Number 1  
 Land Type A-Acreage  
 Land Code A1-A1  
 Square Feet 43,560  
 Acres 1.00  
 Units  
 Lot Front Footage  
 Lot Depth  
 Override Rate  
 Base Size 1  
 Base Rate 34,500  
 Incremental 34,500

Decremental	22,425
Influence Code 1	
Influence Code 2	
Influence Factor	-50
Zoning	
NBHD Model	712
Land Value	17,300
Use Value Flag	N
Land Change Reason	
Note	
Note 2	P

Legal Description

---

Township	07 - COVE CREEK
City Code	
Jurisdiction	F06 - ZIONVILLE
Property Address	
Unit Desc	
Unit #	
Book	
Page	
Legal Desc 1	RALPH C GREER PROP
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	
Deeded Acres	6.760
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

---

Reason Code	
Review Date	16-SEP-05
Review Code	1
Review Reason	
Appraiser ID	MSG
Spec Proc Flag	
Appraised Land	54,600
Appraised Building	0
Appraised Total	54,600
Cost Land Value	54,600
Cost Building Value	0
Cost Total Value	54,600
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	54,600
Building Value	0
=====	=====
Appraisal Total	54,600
Senior Exemption	0
100% Exclusion	0

Partial Exclusion	0
VET Exemption	0
=====	=====
Taxable Total	54,600

## Printable page

**PARID: 1993523344000**  
**KIDDER, DALE, KIDDER, EMILY**

### Parcel

---

ParID	1993523344000
Tax Year	2025
SITUS Address	
City, State, Zip	, NC ,
Unit #	
Unit Description	
NBHD	0712 - SILVERSTONE
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	0
CAMA Acres	24.008
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	0-NONE
Zoning	-
Map #	1993-52-3344-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

### Owner Mailing

---

Tax Year	2025
Sequence Number	0
Owner Number	1820918
Owner	KIDDER, DALE KIDDER, EMILY
Mailing Address	P O BOX 63
City, State, Zip	ZIONVILLE NC 28698

### Owner Details

---

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE	KIDDER, EMILY	1820918		-

### Owner Mailing

Tax Year 2025  
 Sequence Number 0  
 Owner Number 1820918  
 Owner KIDDER, DALE  
 KIDDER, EMILY  
 Mailing Address P O BOX 63  
 City, State, Zip ZIONVILLE NC 28698

**Owner Details**

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE	KIDDER, EMILY	1820918		-

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
06-OCT-22	2301	055	125,000	MCCRARY, JAMES LEWIS	KIDDER, DALE
05-OCT-22	29	128			
01-JAN-85	062	364			PRICE, FRED (HEIRS)

**Sale Details**

1 of 3

Deed Date 06-OCT-22  
 Book 2301  
 Page 055  
 LT #  
 Instrument Type WARRANTY DEED  
 Instrument No  
 Grantor MCCRARY, JAMES LEWIS  
 Grantee KIDDER, DALE  
 Sale Date 06-OCT-22  
 Sale Type LAND  
 Sale Validity Y-VALID SALE  
 Sale Source -  
 Sale Price 125,000  
 Stamp Value 250  
 Adjustment Amount  
 Adjusted Price 125,000  
 Adjustment Reason  
 Note 1  
 Note 2  
 Note 3  
 Note 4

**Land Summary**

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A4-A4	N	1,045,788	24.01	82,100

**Land**

Line Number 1  
 Land Type A-Acreage  
 Land Code A4-A4  
 Square Feet 1,045,788  
 Acres 24.01  
 Units  
 Lot Front Footage  
 Lot Depth  
 Override Rate  
 Base Size 20  
 Base Rate 6,900  
 Incremental 6,555  
 Decremental 6,555

Influence Code 1	
Influence Code 2	
Influence Factor	-50
Zoning	
NBHD Model	712
Land Value	82,100
Use Value Flag	N
Land Change Reason	
Note	
Note 2	P

Legal Description

---

Township	07 - COVE CREEK
City Code	
Jurisdiction	F06 - ZIONVILLE
Property Address	
Unit Desc	
Unit #	
Book	
Page	
Legal Desc 1	23.008AC, PB29 PG128
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	
Deeded Acres	23.008
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

---

Reason Code	
Review Date	29-DEC-22
Review Code	1
Review Reason	
Appraiser ID	MSG
Spec Proc Flag	
Appraised Land	82,100
Appraised Building	0
Appraised Total	82,100
Cost Land Value	82,100
Cost Building Value	0
Cost Total Value	82,100
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	82,100
Building Value	0
=====	=====
Appraisal Total	82,100
Senior Exemption	0
100% Exclusion	0
Partial Exclusion	0

VET Exemption

0

=====

=====

Taxable Total

82,100

## Printable page

**PARID: 1993542696000**  
**KIDDER, DALE L, KIDDER, EMILY W**

### Parcel

---

ParID	1993542696000
Tax Year	2025
SITUS Address	
City, State, Zip	, NC ,
Unit #	
Unit Description	
NBHD	0712 - SILVERSTONE
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	0
CAMA Acres	57.4
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	0-NONE
Zoning	-
Map #	1993-54-2696-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

### Owner Mailing

---

Tax Year	2025
Sequence Number	0
Owner Number	1634340
Owner	KIDDER, DALE L KIDDER, EMILY W
Mailing Address	P O BOX 63
City, State, Zip	ZIONVILLE NC 28698

### Owner Details

---

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

### Owner Mailing

Tax Year 2025  
 Sequence Number 0  
 Owner Number 1634340  
 Owner KIDDER, DALE L  
 KIDDER, EMILY W  
 Mailing Address P O BOX 63  
 City, State, Zip ZIONVILLE NC 28698

**Owner Details**

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
KIDDER, DALE L	KIDDER, EMILY W	1634340		-

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
09-JAN-23	2315	201	100,000	DIGITAL BUSINESS CORP.	KIDDER, DALE L
19-OCT-22	2303	347	75,000	SANDERS, BOYD CLAY	DIGITAL BUSINESS CORP.
14-OCT-09	1477	207	0		

**Sale Details**

1 of 3

Deed Date 09-JAN-23  
 Book 2315  
 Page 201  
 LT #  
 Instrument Type WARRANTY DEED  
 Instrument No  
 Grantor DIGITAL BUSINESS CORP.  
 Grantee KIDDER, DALE L  
 Sale Date 09-JAN-23  
 Sale Type LAND  
 Sale Validity Y-VALID SALE  
 Sale Source -  
 Sale Price 100,000  
 Stamp Value 200  
 Adjustment Amount  
 Adjusted Price 100,000  
 Adjustment Reason  
 Note 1  
 Note 2  
 Note 3  
 Note 4

**Land Summary**

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A4-A4	N	2,500,344	57.40	191,600

**Land**

Line Number 1  
 Land Type A-Acreage  
 Land Code A4-A4  
 Square Feet 2,500,344  
 Acres 57.40  
 Units  
 Lot Front Footage  
 Lot Depth  
 Override Rate  
 Base Size 20  
 Base Rate 6,900  
 Incremental 6,555  
 Decremental 6,555

Influence Code 1  
 Influence Code 2  
 Influence Factor -50  
 Zoning  
 NBHD Model 712  
 Land Value 191,600  
 Use Value Flag N  
 Land Change Reason  
 Note VIEW-LIM.ACCESS  
 Note 2 P

**Legal Description**

Township 07 - COVE CREEK  
 City Code  
 Jurisdiction F06 - ZIONVILLE  
 Property Address  
 Unit Desc  
 Unit #  
 Book  
 Page  
 Legal Desc 1 SR 1306  
 Legal Desc 2  
 Legal Desc 3  
 Note 1  
 Note 2  
 Deeded Acres 57.390  
 Sq Ft  
 Subd #  
 Subdivision Name  
 Subd Block  
 Subd Lot  
 Condo Bldg #  
 Condo Unit #  
 Subd Code

**Jan 1 Values**

Reason Code  
 Review Date 16-SEP-05  
 Review Code 1  
 Review Reason  
 Appraiser ID MSG  
 Spec Proc Flag  
 Appraised Land 191,600  
 Appraised Building 0  
 Appraised Total 191,600  
 Cost Land Value 191,600  
 Cost Building Value 0  
 Cost Total Value 191,600  
 Market Value  
 Income Value 0  
 GRM Value 0  
 Total Residential Living Area  
 Total Commercial Living Area  
 Note 1  
 Note 2  
 Solid Waste Fee Units  
 Land Use Value  
 Land Deferred Value  
 Land Value 191,600  
 Building Value 0  
 =====  
 Appraisal Total 191,600  
 Senior Exemption 0  
 100% Exclusion 0  
 Partial Exclusion 0

VET Exemption

0

=====

=====

Taxable Total

191,600

# GENERAL WARRANTY DEED

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

Excise Tax \$80.00

TAX INFORMATION	
1993-42-5933-000; 1993-52-0943-000 and 1993-43-7242-000	
<u>BRIEF DESCRIPTION FOR INDEXING</u>	
<u>Three Tract, Cove Creek Township</u>	
IF INITIALED, THE PROPERTY INCLUDES THE PRIMARY RESIDENCE OF AT LEAST ONE OF THE GRANTORS. (NC GS § 105-317.2)	

This Deed is dated **SEPTEMBER 7**, 2021 and is by and between:

**GRANTOR**

Alicia D. Breton, Sole Trustee of the Alicia D. Breton Irrevocable Trust u/a/d October 6, 2015 and Alicia D. Breton, Sole Trustee of the Shelia Y. Sherman Irrevocable Trust u/a/d October 6, 2015  
 Post Office Box 13  
 Todd , North Carolina 28684

**GRANTEE**

DALE L. KIDDER and wife,  
 EMILY W.KIDDER  
 POST OFFICE BOX 63  
 ZIONVILLE, NC 28698

Mail after recording to: Grantee

*This instrument was prepared by Stephen R. Berndt, Attorney at Law, as a document preparer only from information furnished by the Grantor, without the benefit of title examination or reference to title insurance and not as a Settlement Agent or person responsible for closing as that phrase is used in the regulations relating to reporting of real estate transactions.*

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

WITNESS:

The Grantor acknowledges that Grantor received valuable consideration from the Grantee. Grantor grants, bargains, sells and conveys to the Grantee in fee simple, all the Property which is located in the Town of \_\_\_\_\_, Township of Cove Creek, County of **Watauga**, State of North Carolina and described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

*(Lot/Parcel/Acreage 0.26 acre; a 6.67 acre and a 6.77 acre)* is all of **Watauga** County Tax Office's Property Identification Number: **1993-42-5933-000; 1993-52-0943-000 and 1993-43-7242-000.**

Grantor obtained the Property by a document which is recorded in **Book of Records 1633 at Page 608 Watauga** County, North Carolina Public Registry.

A map showing the above described property is recorded in **Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Watauga** County, North Carolina Public Registry.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances belonging to the Property to Grantee in fee simple, Grantor covenants with Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated.

Grantor will not warrant and defend the title to the Property as to the following exceptions:

1. Ad Valorem Property Taxes for **Watauga** County for 2021 and subsequent years.
2. Enforceable rights of the public or any party with respect to easements, roadways or drives, whether of public record or not.
3. .Fifty (50) foot right of way to Department of Transportation for Tater Hill Road (NCSR 1306B) as recorded in Book of Records 720, at Page 816, Watauga County Registry.
4. General Utility Easement to Blue Ridge Electric Membership Corporation recorded in Deed Book 202, at Page 976, Watauga County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written.

Alicia D. Breton Irrevocable Trust U/A/D  
October 6, 2015

*Alicia D. Breton* (SEAL)  
Alicia Breton. Sole Trustee

State of North Carolina

County of Watauga

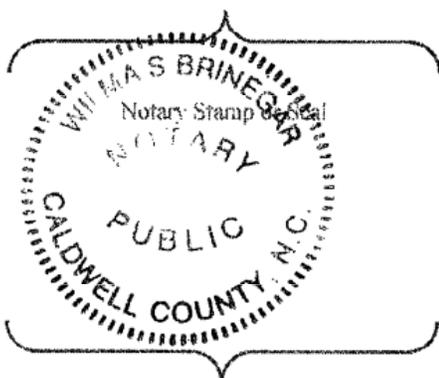
I, a Notary Public, certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated by ALICIA BRETON, SOLE TRUSTEE OF THE ALICIA D. BRETON IRREVOCABLE TRUST U/A/D OCTOBER 6, 2015.

WITNESS my hand and notarial seal on this date: September 7, 2021

*Wilma S. Brinegar*  
Notary Public's Signature

WILMA S. BRINEGAR  
Notary's Printed or Typed Name

My Commission Expires: 3-21-2022



IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written.

Shelia Y. Sherman Irrevocable Trust U/A/D  
October 6, 2015

*Alicia D. Breton* (SEAL)  
Alicia D. Breton, Sole Trustee

State of North Carolina

County of Watauga

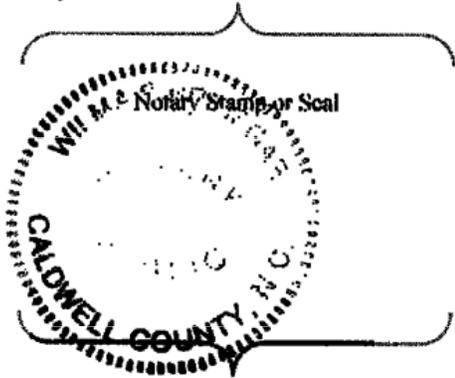
I, a Notary Public, certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated by: ALICIA D. BRETON, SOLE TRUSTEE OF THE SHELIA Y. SHERMAN IRREVOCABLE TRUST U/A/D OCTOBER 6, 2015.

WITNESS my hand and notarial seal on this date: *September 7, 2021*

*Wetma S Brinegar*  
Notary Public's Signature

*W. TARA S. BRINEGAR*  
Notary's Printed or Typed Name

My Commission Expires: *03-21-2022*



## EXHIBIT A

COVE CREEK TOWNSHIP  
WATAUGA COUNTY

NORTH CAROLINA

TRACT ONE: Being a 6.767 acre portion of the Ralph C. Greer property, lying on the east side of NCSR No. 1306, (the Junaluska Road) bounded by the lands of Hoover Price, McNeil and Ralph Greer and being more particularly described as follows: BEGINNING on an iron stake at a large cucumber on the east side of NCSR No. 1306, the corner to Hoover Price and Ralph Greer, the BEGINNING point being located South 40° 11' East 172.94 feet from an iron stake on the east side of said road and being in the Price and Greer line; thence from the BEGINNING, North 09° 19' East 94.63 feet to an iron at a cucumber stump, the corner to Price; thence North 73° 02' West 132.69 feet to an iron on the east side of said road; thence North 73° 02' West 28.13 feet to the center of road; thence with the center of road as follows: North 27° 10' East 80.03 feet; North 13° 43' East 57.16 feet and North 02° 37' West 49.64 feet; thence leaving road South 78° 06' East 30.00 feet to an iron; thence with a new line through the Greer property South 78° 06' East 1127.39 feet to an iron in the McNeil line; thence with the McNeil line South 15° 26' East 234.52 feet to an iron at a large oak, the corner to Hoover Price; thence with the Price line North 82° 22' West 1114.15 feet to the BEGINNING, containing 6.767 acres as surveyed and shown on plat no. 8347 as tract no. two and prepared in April, 1983 by Walter H. Burkett, RLS No. L-1209.

For back title, see Deed Book 256 at Page 686, Watauga County Registry.

TRACT TWO: BEING a 0.261 acre portion of the Pat H. Lawrence property lying on the northeast side of NCSR No. 1306, bounded by the lands of Gary Brown, Pat Lawrence and now or formerly Hoover Price, and being more particularly described as follows: BEGINNING on an iron stake on the northeast side of NCSR No. 1306, the corner to Gary Brown, Pat Lawrence and now or formerly Hoover Price, the BEGINNING point being located South 40° 11' East 172.94 feet from an iron stake on the northeast side of NCSR No. 1306, the Gary Brown corner; thence from the BEGINNING North 82° 22' West 39.62 feet to the center of said road; thence with the center of said road North 43° 30' West 136.28 feet and North 08° 42' West 36.62 feet to the Gary Brown corner; thence leaving road and with the Gary Brown line South 73° 02' East 28.13 feet to an iron stake; thence South 73° 02' East 132.69 feet to an iron stake; thence South 09° 19' West 94.63 feet to the BEGINNING, containing 0.261 acre as surveyed by Walter H. Burkett, RLS No. L-1209.

For back title, see Book of Records 091 at Page 359, Watauga County Registry.

TRACT THREE: BEING a 6.767 acre portion of the Ralph Greer property lying on the east side of NCSR 1306 (the Junaluska Road) bounded by the lands of Charlie Guy, McNeil and Ralph Greer and being more particularly described as follows: BEGINNING on an iron stake on the east side of NCSR No. 1306, the BEGINNING point being located South 76° 39' East 164.12 feet from an iron stake on the South side of NCSR 1306 and being in the outside of a sharp curve in said road; thence from the BEGINNING and with the Guy line South 73° 29' East 807.53 feet to an iron at a large ashe; thence South 73° 15' East 359.55 feet to an iron in the McNeil line; thence with the McNeil line south 15° 26' East 234.52 feet to an iron; thence with a new line through the Ralph Greer property North 78° 06' West 1127.39 feet to an iron stake on the east side of NCSR 1306; thence North 78° 06' West 30.00 feet to the center of said road; thence with the center of said road as follows: North 02° 37' West 36.00 feet; North 10° 53' West 151.69 feet; North 18° 29' West 116.59 feet and North 36° 21' West 49.04 feet; thence leaving road South 73° 29' East 50.00 feet to the BEGINNING, containing 6.767 acres as surveyed and shown on plat no. 8347 as Tract No. One as prepared in April, 1983 by Walter H. Burkett, RLS No. L-1209.

For back title, see Deed Book 256 at Page 688, Watauga County Registry.

The above described tracts of land are both conveyed subject to any and all street, road and utility rights of way of record.

STATE OF NORTH CAROLINA
ASHE COUNTY
OFFICE OF REGISTER OF DEEDS

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

CERTIFICATE OF DEATH

157

0060
0157

REGISTRATION DISTRICT NO. 00500 LOCAL NO. COUNTY OF DEATH Ashe STATE FILE NO.
DECEASED: SHELLA YVONNE SHERMAN
PLACE OF DEATH: 9570-C Three Top Road, Todd, Ashe
MARRITAL STATUS: Married (to Alicia Diane Breton)
SOCIAL SECURITY NUMBER: [REDACTED]
EDUCATION: High school graduate or GED completed
RACE: White
CAUSE OF DEATH: Metastatic pancreatic cancer
MANNER OF DEATH: Natural
DATE OF DEATH: 07/27/2016

TYPEPRINT IN PERMANENT BLACK, BLUE, OR BLUE INK

NAME OF DECLARANT (For use by Physician, Investigator or Medical Examiner)

PARENTS

DISPOSITION

MEDICAL CERTIFICATE

BUREAU CERTIFICATION PERMIT

MEDICAL EXAMINER ONLY

CERTIFIER

REGISTRAR

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT REPRODUCTION OR ABSTRACT OF THE OFFICIAL RECORD FILED IN THIS OFFICE.

Volume 80 Page 157



004158

Witness my hand and official seal

this the 10th day of August, 2016

By: Julie Weaver, Deputy/Assistant Register of Deeds

Deaett R. Roten, Register of Deeds, Ashe County



TRUSTEE CERTIFICATION  
(NCGS §36c-10-1013)

## EXHIBIT B

THIS CERTIFICATION (the "Certificate") made this 7<sup>th</sup> day of September, 2021 by Alicia D. Breton, Sole Trustee(s) of Alicia D. Breton Irrevocable Trust Agreement, dated October 6, 2015, hereinafter referred to as "Trust." Alicia D. Breton certifies as follows:

1. The Alicia D. Breton Irrevocable Trust Agreement was executed October 6, 2015. It was validly created and is still in existence and has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect.
2. The settlor of the Trust is Alicia D. Breton
3. The identity and address of the currently acting Trustee(s) identified is:

Alicia D. Breton  
Post Office Box 13  
Todd, North Carolina 28684

4. The Trustee has been granted due authority to enter into and consummate real estate transactions. The Trust grants all the necessary powers to the Trustee(s) and contains no limitations or restrictions on said authority that would prohibit or limit the trustees authority to enter into and consummate real estate conveyances, execution of Notes and Deeds of Trust, granting of easements and any other matter relating to real property.
5. The Trust is irrevocable
6. The Trust does not limit a Trustee's authority to sign necessary documents, execute this certificate or otherwise authenticate the Trust and no other person is required to exercise the powers contained in the Trust.
7. The Trust's taxpayer identification number is undisclosed for security purposes.
8. The Trust Agreement specifies that the Trust is to take title to any property in the following manner:

Alicia D. Breton, Trustee of the  
Alicia D. Breton Irrevocable Trust Agreement,  
Dated October 6, 2015.

FURTHER, Trustee does hereby acknowledge that this Certification may be recorded in the Register of Deeds Office for Watauga County, North Carolina.

IN WITNESS WHEREOF, the Trustee hereto has duly signed and sealed this instrument this the 7 of September, 2021.

Alicia D. Breton Irrevocable Trust Agreement,  
Dated October 6, 2015.

*Alicia D. Breton* (SEAL)  
Alicia D. Breton, Sole Trustee

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I, a Notary Public, do hereby certify that ALICIA D. BRETON, Sole Trustee of the Alicia D. Breton Irrevocable Trust dated October 6, 2015, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

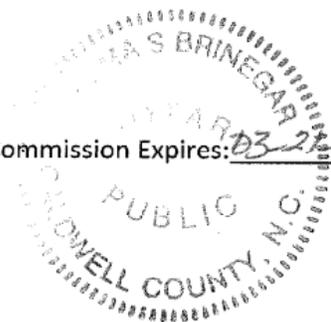
WITNESS my hand and notarial seal, this 7th day of September, 2021.

NOTARY

*Wilma S. Brinegar*  
Notary

My Commission Expires: 03-27-2022

Wilma S. BRINEGAR  
Typed or Printed Name of Notary



NOTE: Revised N.C.G.S. Section 47-18.3 permits a corporation's chairman, president, chief executive officer, a vice president or an assistant vice president, treasurer and chief financial officer to execute conveyance documents without attestation or corporate seal. Also, any other officer, manager or agent may execute such documents provided a signed and attested board of director's resolution authorizing such officer, manager or agent is attached to the instrument or separately recorded.

TRUSTEE CERTIFICATION  
(NCGS §36c-10-1013)

EXHIBIT C

THIS CERTIFICATION (the "Certificate") made this 24 day of September, 2021 by Alicia D. Breton, Sole Trustee(s) of Shelia Y. Sherman Irrevocable Trust Agreement, dated October 6, 2015, hereinafter referred to as "Trust." Alicia D. Breton certifies as follows:

1. The Shelia Y. Sherman Irrevocable Trust Agreement was executed October 6, 2015. It was validly created and is still in existence and has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect.
2. The settlor of the Trust was Sheila Y. Sherman
3. The identity and address of the currently acting Trustee(s) identified is:

Alicia D. Breton  
Post Office Box 13  
Todd, North Carolina 28684

4. The Trustee has been granted due authority to enter into and consummate real estate transactions. The Trust grants all the necessary powers to the Trustee(s) and contains no limitations or restrictions on said authority that would prohibit or limit the trustees authority to enter into and consummate real estate conveyances, execution of Notes and Deeds of Trust, granting of easements and any other matter relating to real property.
5. The Trust is irrevocable.
6. The Trust does not limit a Trustee's authority to sign necessary documents, execute this certificate or otherwise authenticate the Trust and no other person is required to exercise the powers contained in the Trust.
7. The Trust's taxpayer identification number is undisclosed for security purposes.
8. The Trust Agreement specifies that the Trust is to take title to any property in the following manner:

Alicia D. Breton, Trustee of the  
Shelia Y. Sherman Irrevocable Trust Agreement,  
Dated October 6, 2015.

FURTHER, Trustee does hereby acknowledge that this Certification may be recorded in the Register of Deeds Office for Watauga County, North Carolina.

IN WITNESS WHEREOF, the Trustee hereto has duly signed and sealed this instrument this the 7 of September, 2021.

Shelia Y. Sherman Irrevocable Trust Agreement,  
Dated October 6, 2015.

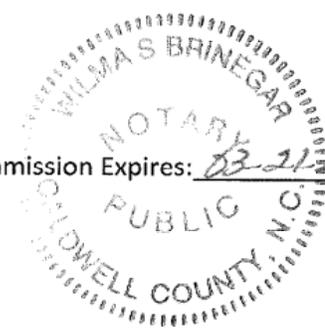
*Alicia D. Breton* (SEAL)  
Alicia D. Breton, Sole Trustee

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I, a Notary Public, do hereby certify that ALICIA D. BRETON, Sole Trustee of the Shelia Y. Sherman Irrevocable Trust dated October 6, 2015, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal, this 7 day of September, 2021.

My Commission Expires: 03-21-2022



*Wilma S. Brinegar*  
Notary

Wilma S. Brinegar  
Typed or Printed Name of Notary

NOTE: Revised N.C.G.S. Section 47-18.3 permits a corporation's chairman, president, chief executive officer, a vice president or an assistant vice president, treasurer and chief financial officer to execute conveyance documents without attestation or corporate seal. Also, any other officer, manager or agent may execute such documents provided a signed and attested board of director's resolution authorizing such officer, manager or agent is attached to the instrument or separately recorded.

FILED Amy J. Shook  
 Register of Deeds, Watauga Co, NC  
 Fee Amt: \$506.00  
 NC Excise Tax: \$250.00

Bk 2301 Pg 55 (119)  
 Recorded: 10/06/2022 at 11:10:57 AM  
 Doc No: 725066 Kind: DEED



**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax:	\$ 250.00
Parcel ID:	
Mail/Box to:	Grantee:
Prepared by:	Attorney Robert B. Angle, Jr.
Brief description for the Index:	

THIS GENERAL WARRANTY DEED ("Deed") is made on the 26 day of September, 2022, by and between:

GRANTOR	GRANTEE
James Lewis McCrary and spouse, Mary Jo McCrary Thomas Ray Wallace and spouse, Judy Wallace Vanessa Wallace Wilson and spouse, Brian Wilson Debra Wallace Phillips and spouse, Joseph Phillips Elmer Johnson, unmarried Denise Johnson, unmarried Julie Johnson Auton, unmarried Greta Price Tester and spouse, Lawrence Tester Janice Price Smith, free trader (see Book 1760, Page 3) Sandra Kay Price Perry and spouse, Allen Len Perry Nancy Sue Price, unmarried Debra Price Jones and spouse, R. K. Jones Phillip Douglas Price and spouse, Joan Price Fredrick Ray Price, unmarried Nelson Ragan Price, unmarried Shelby Jean Price Dorsett and spouse, David Dorsett Joseph Bradford Price and spouse, Robin Price William Harold Price and spouse, Sherry Price Lois Green Crawford, unmarried Kathy Green Younger and spouse, Roland Younger Sandra Green, unmarried Jennifer Green Inge and spouse, Elliott Inge Tammy Green Mason and spouse, Scott Mason Steven Womack, unmarried Rodney Womack and spouse, Sandra Womack James Steven Greene, unmarried Jacklyn Greene Dutter and spouse, Herbert Dutter Trevor Greene, unmarried Ann Greene Miles and spouse, Thomas Miles Jessie James Greene, Jr. and spouse, Lorri Greene Kimberly Dawn Greene Dalgo and spouse, Ronald Dalgo Elmer Johnson, Administrator of the Estate of Linda L. Price Affidavits Regarding Family of a Decedent attached as Exhibit B AND Indemnity Agreement attached as Exhibit C	<input checked="" type="checkbox"/> Dale Kidder and wife, Emily Kidder PO Box 63 Zionville, NC 28698

Bk 2301 Pg 56

Doc No: 725066 Kind: DEED

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in Cove Creek Township, Watauga County, North Carolina and more particularly described as follows (the "Property"):

See attached Exhibit A

All or a portion of the Property was acquired by Fred Price by instrument recorded in Deed Book 62, Page 364. Fred Price died intestate in 1953. His heirs were Ruby Price Vannoy, John Leroy Price, Hoover Clayton Price, Don Fred Price, Isabell Price Green, and Ethel Price Greene.

Ruby Price Vannoy died in 1984. Her estate was filed 84-E-35. Her will was probated but it contained no devise of real property or residuary estate. Her heirs were Betty Jean Price Wallace and James Lewis McCrary. Betty Jean Price Wallace died intestate in 2008. Her heirs were Thomas Ray Wallace, Vanessa Wallace Wilson, and Debra Wallace Phillips.

John Leroy Price died intestate in 2001. His heir was Linda L. Price. Linda L. Price died intestate in 2021. Her estate is filed in Watauga County File 21-E-497. Her heirs were Elmer Johnson, Denise Johnson, and Julie Johnson Auton.

Hoover Clayton Price died intestate in 1958, leaving his wife, Mattie Lawrence Price, and children. Mattie Lawrence Price died intestate in 2012. Her estate is filed in Watauga County File 12-E-274. Hoover's and Mattie's heirs were Greta Price Tester, Janice Price Smith, and Sandra Kay Price Perry.

Don Fred Price died intestate in 2003. His heirs were Nancy Sue Price, Debra Price Jones, Phillip Douglas Price, Fredrick Ray Price, Nelson Ragan Price, Shelby Jean Price Dorsett, Joseph Bradford Price, and William Harold Price.

Isabell Price Green died intestate in 2000. Her heirs were Ray Green, Betty Sue Green Womack, Minnie Lou Green Greene, Lois Green Crawford, and Kathy Green Younger. Ray Green died intestate in 2018. His heirs were Sandra Green, Jennifer Green Inge, and Tammy Green Mason. Betty Sue Green Womack died intestate in 2018. Her heirs were Steven Womack and Rodney Womack. Minnie Lou Greene died intestate in 2004. Her heirs were James Steven Greene and Jamie Greene. Jamie Greene died intestate in 2015. His heirs were Jacklyn Greene Dutter and Trevor Greene.

Ethel Price Greene died intestate in 1999. Her heirs were Billie Franklin Greene, Jessie James Greene, and Ann Greene Miles. Billie Franklin Greene died intestate in 2011. His heirs were Jessie James Greene and Ann Greene Miles. Jessie James Greene died intestate in 2016. His heirs were Jessie James Greene, Jr. and Kimberly Dawn Greene Dalgo.

All or a portion of the Property  includes or  does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book \_\_\_ page \_\_\_\_

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to any and all ad valorem taxes for the current year and subsequent years, easements and restrictions of record, and any local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction or development of the subject property, including existing violations of said laws, ordinances or regulations.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES TO FOLLOW]

**Bk 2301 Pg 90**

Doc No: 725066 Kind: DEED

**EXHIBIT A**

**BEING** that certain tract of land containing approximately 23.008 as identified and shown on survey entitled "Survey for the Fred Price Heirs" dated August 22, 2007, prepared by James R. Hartley, professional North Carolina land surveyor, recorded in the records of the Watauga County Register of Deeds at Plat Book 29, Page 128, incorporated herein by reference for a more full and complete description.

Excise Tax: \$ 200.00

Recording Time, Book and Page:

Tax Lot No:

Parcel Identifier No. 1993-54-2696-000

Verified by

County on the day of

By:

Prepared by and return to:

Walker & Wright, Attorneys at Law  
118A West Main Street  
Mountain City, TN 37683  
(423)727-0207

Brief Description for Index:

Feuders Hill

### NORTH CAROLINA GENERAL WARRANTY DEED

This DEED, made this 5<sup>th</sup> day of January, 2023, by and between:

GRANTOR	GRANTEE
Digital Business Corp., a California Corporation, d/b/a Reelvest Properties	Dale L. Kidder and wife, Emily W. Kidder PO Box 63 Zionville, NC 28698

Enter in 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.

Pursuant to N. C. G. S. 105-317.2, Grantors represent that all or a portion of the property herein conveyed \_\_\_\_\_ includes or  does not include (please check one) the primary residence of a Grantor.

Submitted electronically by "walker Title, LLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Watauga County Register of Deeds.

WITNESSETH, THAT the Grantor, for a valuable consideration paid by the Grantee, the receipt of all of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the said Grantees in fee simple, all that certain lot or parcel of land situated in the Cove Creek Township, Watauga County, North Carolina, more particularly described as follows:

BEING ALL OF THAT CERTAIN TRACT OF LAND AS DESCRIBED  
IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2303, Page 347 of the Records of the Register of Deeds of Watauga County, North Carolina.

A map describing this property is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the \_\_\_\_\_ County, North Carolina, Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantees 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 the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

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

GRANTOR:

Digital Business Corp., a California Corporation, d/b/a  
Reelvest Properties

BY:   
Peter Reese, President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County and State, so hereby certify that Peter Reese, personally came before me this day and acknowledged that he is President of Digital Business Corp., a California Corporation, d/b/a Reelvest Properties, and that he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal, this \_\_\_\_\_ day of January, 2023.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

PLEASE SEE ATTACHED  
CALIFORNIA

[ ] JURAT

[X] ACKNOWLEDGMENT

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On JAN 05, 2023 before me, JAE H LEE, A Notary Public  
(insert name and title of the officer)

personally appeared PETER REESE  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lee, Jae H. (Seal)



Exhibit A

A 57.404' acre tract being located on the Eastern side of a farm road through the Charles Guy property at the intersection of said road with Junaluska Road; being bounded by Charles Guy, Archie Pennell, Dancy, Perry, Bingham, Miller, McNeil, and Greer; and being more particularly described as follows:

BEGINNING on a hub set in the center of Junaluska Road at the intersection of the Charles Guy Road, said hub being in the Greer line and being located with said line South 82° 41' East 101.86 feet from a reference iron set at a clump of small maples on the south side of Junaluska Road, corner to Greer and Charles Guy; thence from the beginning and with new lines through the Guy property running with the center of a farm road (being the center of a 60-foot right of way easement) North 36° 10' East 60.00 feet; North 44° 51' East 100.94 feet; North 40° 15' East 132.39 feet; North 25° 56' East 56.00 feet; North 15° 14' East 110.92 feet; North 45° 57' East 73.99 feet; North 23° 20' East 54.70 feet; North 18° 28' East 63.00 feet; North 25° 46' East 64.26 feet; North 16° 03' West 38.45 feet; and North 11° 01' East 85.76 feet to a hub set in the center of said road; thence leaving said road South 86° 49' East 12.77 feet to an iron set at a 15 inch hickory; thence South 85° 41' East 235.18 feet to an iron set in a pile of rocks; thence North 13° 44' East 196.84 feet to an iron set at 3 wild cherries; thence North 34° 40' West 234.23 feet to an iron set in a field; thence North 15° 07' West 150.07 feet to an iron set at a 15 inch locust in a fence, corner to Charles Guy and Archie Pennell; thence with the Archie Pennell fenced line North 01° 57' East 299.08 feet to an iron found, corner to Pennell and Dancy; thence with the Dancy line North 06° 15' East 281.38 feet to a stake set at a cucumber stump, corner to Dancy and Perry; thence with the Perry line (found previously marked) North 03° 18' East 795.33 feet to an iron set near a fence line, corner to Perry and Bingham; thence with the Bingham lines (the actual location being somewhat indefinite) South 69° 21' East 697.53 feet to an iron set at the top of a rock cliff; thence South 20° 49' East 338.46 feet to a hub set at the end of a fence, approximate corner to Bingham in or near the Miller line; thence with the Miller fenced lines South 04° 53' East 298.41 feet to an iron set at an old fence angle; thence South 44° 10' East 170.99 feet to an iron set at a spanish oak stump, corner to Miller and McNeil; thence with the McNeil lines South 01° 28' East 782.37 feet to an iron set at a 30 inch maple; thence South 14° 03' West 291.84 feet to an iron set at a chestnut stump; thence South 22° 15' West 249.56 feet to an iron set; thence South 24° 52' West 260.80 feet to an iron set; thence South 04° 29' West 337.10 feet to an iron set on the West side of a hill in a marked line, corner to Greer in the McNeil line; thence with the Greer line North 78° 33' West 359.88 feet to an iron set at a 30 inch ash marked as a line tree; thence North 78° 57' West 793.34 feet to a hub set at a stump; thence North 73° 23' West 90.89 feet to the BEGINNING, containing 57.404 acres, and being the same as shown on plat #72225 prepared June 9, 1972 by David K. Stern, R.L.S. No. L-1301.

Also conveyed herewith is a 60-foot right of way running from Junaluska Road along a portion of the western boundary of the above described tract, as set out in the deed from Charles Guy and wife, Celia Guy, to William R. Hubbard and wife, Barbara Brooks Hubbard, dated June 26, 1972, and recorded in Book 130, Page 485, Watauga County Registry; the center line of said 60-foot right-of-way being described as follows:

BEGINNING on a hub set in the center of Junaluska Road at the intersection of the Charles Guy road, said hub being in the Greer line and being located with said line South 82° 41' East 101.86 feet from a reference iron set at a clump of small maples on the south side of Junaluska Road, corner to Greer and Charles Guy; thence from the beginning and with new lines through the Guy property running with the center of a farm road (being the center of a 60-foot right of way easement) North 36° 10' East 60.00 feet; North 44° 51' East 100.94 feet; North 40° 15' East 132.39 feet; North 25° 56' East 56.00 feet; North 15° 14' East 110.92 feet; North 45° 57' East 73.99 feet; North 23° 20' East 54.70 feet; North 18° 28' East 63.00 feet; North 25° 46' East 64.26 feet; North 16° 03' West 38.45 feet; and North 11° 01' East 85.76 feet to a hub set in the center of said road.

Sample

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Big6 Properties & United Country Real Estate

Following an auction conducted by Blue Ridge Land & Auction ("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": Dale Kidder, Emily Kidder

(b) "Buyer":

(c) "Property": Street Address: TBA Tater Hill
City: Zionville Zip: 28698 County: Watauga, NC
Lot/Unit, Block/Section, Subdivision/Condominium
Plat Book/Slide at Page(s) PIN/PID: 1993425933000/1993437242000
Other description: 1993520943000/1993523344000/1993542696000 (+/- 96 acres in 5 tax parcels)
Some or all of the Property may be described in Deed Book 2219/2301/2315 at Page 081/055/201
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": \$ TBD 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

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

Buyers attorney

(i) Buyer must deliver the Earnest Money Deposit to ~~WATER FIRE LLC~~ ("Escrow Agent") either 4 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): On or before 45 days from contract

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.



NC REALTORS®

Buyer Initials Seller Initials



STANDARD FORM 620-T Revised 7/2024

© 7/2025

# Sample

**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:  
N/a

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: N/a

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

**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 on or before 45 days from effective date of contract (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 As Buyer Requests. 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.

sample

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 Form 142

(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.

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.

**SAMPLE**

**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)

**Form 610 Buyers Premium addendum**

\_\_\_\_\_

\_\_\_\_\_

**(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): \_\_\_\_\_ 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): \_\_\_\_\_ 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: \_\_\_\_\_

**(f) Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. ENTIRE AGREEMENT; NOTICE:** This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

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.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

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)

**SELLER:**  
\_\_\_\_\_ (SEAL)

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

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

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

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

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

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

Entity Buyer

Entity Seller:

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

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

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

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

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

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

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

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

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

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

Sample

## 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: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

**SELLING AGENT INFORMATION:**

Individual Selling Agent: **Sharon C Roseman** Real Estate License #: **229274**  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: **828-320-4726** Fax #: \_\_\_\_\_ Email: **SharonCRoseman@gmail.com**

Firm Name: **Big6 Properties**  
Acting as  Seller's (sub)Agent  Buyer's Agent  Dual Agent

Firm Mailing Address: **Big6 Properties 153 NC 16N Taylorsville NC 28681**

NCAL Firm License #: **10471**

**LISTING AGENT INFORMATION:**

Individual Listing Agent: **Angela Allen** Real Estate License #: **318219**  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(828) 632-2446** Fax #: \_\_\_\_\_ Email: **angelaallen78@yahoo.com**

Firm Name: **Big 6 Properties**  
Acting as  Seller's (sub)Agent  Dual Agent

Firm Mailing Address: **Big6 Properties 153 NC16N Taylorsville NC 28681**

NCAL Firm License #: **10471**

**BID CALLER INFORMATION:**

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

**UCRE-Blue Ridge Land & Auction**  
**Matthew Gallimore**  
**102 S. Locust St**  
**Floyd VA 24091**  
**Gallimore.Matt@gmail.com**  
**(540) 745-2005**  
**NC Broker 311692**  
**NC Firm c35716**  
**NCAL 10250 NCAF 10299**

**Big6 Properties**  
**153 NC 16N**  
**Taylorsville NC 28681**  
**828-632-2446**  
**SharonCRoseman@gmail.com**  
**NC Broker 229274**  
**NC Firm C31790**  
**NCAL 10467 NCAF 10471**

**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: TBA Tater Hill, Zionville, NC 28698

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

Seller: Dale Kidder, Emily Kidder

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: \_\_\_\_\_



This form approved by:  
NC REALTORS®

Seller Initials EV Buyer Initials DK

STANDARD FORM 142  
Revised 7/2025  
© 7/2025

Yes No NR

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property.....   
If yes, please describe: \_\_\_\_\_

B. Legal/Land Use Aspects

- 1. Current or past title insurance policy or title search.....   
2. Copy of deed(s) for property.....   
3. Government administered programs or allotments .....   
4. Rollback or other tax deferral recaptures upon sale.....   
5. Litigation or estate proceeding affecting ownership or boundaries .....   
6. Notices from governmental or quasi-governmental authorities related to the property....   
7. Private use restrictions or conditions, protective covenants, or HOA.....

If yes, please describe: \_\_\_\_\_

8. Recent work by persons entitled to file lien claims .....   
If yes, have all such persons been paid in full .....   
If not paid in full, provide lien agent name and project number: \_\_\_\_\_

9. Jurisdictional government land use authority:
County: \_\_\_\_\_ City: \_\_\_\_\_

10. Current zoning: \_\_\_\_\_

11. Fees or leases for use of any system or item on property .....

12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility).....

13. Access (legal and physical) other than by direct frontage on a public road
Access via easement.....   
Access via private road .....

If yes, is there a private road maintenance agreement?  yes  no

14. Solar panel(s), windmill(s), cell tower(s).....   
If yes, please describe: \_\_\_\_\_

C. Survey/Boundary Aspects

1. Current or past survey/plat or topographic drawing available .....

2. Approximate acreage: \_\_\_\_\_

3. Wooded Acreage \_\_\_\_\_; Cleared Acreage \_\_\_\_\_

4. Encroachments .....

5. Public or private use paths or roadways rights of way/easement(s).....   
Financial or maintenance obligations related to same .....

6. Communication, power, or other utility rights of way/easements .....

7. Railroad or other transportation rights of way/easements.....

8. Conservation easement .....

9. Property Setbacks.....   
If yes, describe: \_\_\_\_\_

10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.).....

11. Septic Easements and Repair Fields .....

12. Any Proposed Easements Affecting Property.....

13. Beach Access Easement, Boat Access Easement, Docking Permitted .....   
If yes, please describe: \_\_\_\_\_

Seller Initials EK Buyer Initials DK

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

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

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

**E. Environmental Aspects**

- 1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....  Yes  No  NR
- 2. Underground or above ground storage tanks .....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
- 3. Abandoned or junk motor vehicles or equipment of any kind .....  Yes  No  NR
- 4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....  Yes  No  NR
- 5. Federal or State listed or protected species present.....  Yes  No  NR  
If yes, describe plants and/or animals: \_\_\_\_\_
- 6. Government sponsored clean-up of the property .....  Yes  No  NR
- 7. Groundwater, surface water, or well water contamination  Current  Previous .....  Yes  No  NR
- 8. Previous commercial or industrial uses.....  Yes  No  NR
- 9. Wetlands, streams, or other water features .....  Yes  No  NR  
Permits or certifications related to Wetlands .....  Yes  No  NR  
Conservation/stream restoration.....  Yes  No  NR
- 10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)  Yes  No  NR  
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 .....  Yes  No  NR  
If yes, describe in detail: \_\_\_\_\_
  - ii. Other fuel/chemical.....  Yes  No  NR
  - iii. Paint  Lead based paint  Other paint/solvents .....  Yes  No  NR
  - iv. Agricultural chemical storage .....  Yes  No  NR

**F. Utilities**

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

- Water (describe): \_\_\_\_\_
- Sewer (describe): \_\_\_\_\_
- Gas (describe): \_\_\_\_\_
- Electricity (describe): \_\_\_\_\_
- Cable (describe): \_\_\_\_\_

Seller Initials   EK   Buyer Initials   DK





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:

Table with 3 columns: Buyer Initials, Question, and Yes/No/No Representation checkboxes. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

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: TBA Tater Hill, Zionville, NC 28698

Owner's Name(s): Dale Kidder, Emily Kidder

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: [Signature] Date 2-20-20

Owner Signature: Emily Kidder Date 2-20-20

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 \_\_\_\_\_



# Working With Real Estate Agents Disclosure (For Buyers)

### IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

**Note to Agent:** Check all relationship types below that may apply to this buyer.

\_\_\_\_\_ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

\_\_\_\_\_ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.\*

\_\_\_\_\_ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.\*

*\*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.*

**Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

**Note to Buyer:** For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at [ncrec.gov](http://ncrec.gov) (Publications, Q&A Brochures) or ask an agent for a copy of it.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Sharon Roseman

229274

Big 6 Properties

Agent's Name Matthew Gallimore

Agent's License No.  
311692

Firm Name United Country Real Estate Blue Ridge Land & Auction

Sample

BUYER'S PREMIUM AGREEMENT
AUCTION SALES

THIS AGREEMENT, between Auction, Firm, and Bidder, entered into this day of 20, pursuant to the laws of the State of North Carolina, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property: TBA Tater Hill, Zionville, NC 28698 ("Property").

- 1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of Ten Percent upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

(initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Bidder

Date

Bidder

Date

Entity Bidder:

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

By:

Date:

Name:

Title:

Firm

By:

Date:

