



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – Glenn E. Cahn

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

**AUCTION END DATE** - Monday, May 6<sup>th</sup>, 2024 at 5:00 PM (EST)

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

**Offering** – 1.078 Acre Commercial Lot

Brunswick County Parcel # 037DA03802; Account #10667390; Deed Book: 2775 Page: 1003

146 Old Fayetteville Road Leland, NC 28451

### **General Terms and Conditions**

**8% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit on May 6<sup>th</sup>. Buyer will close on or before Thursday June 6<sup>th</sup>, 2024. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.**

**BIDDER REGISTRATION** - Register for online only auction at [www.unitedcountrycharlotte.com](http://www.unitedcountrycharlotte.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

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

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

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

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

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

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



**AUCTION METHOD** - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Monday May 6<sup>th</sup>, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **June 6<sup>th</sup>, 2024**.

**SALE CONTRACT** — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

**EARNEST MONEY DEPOSIT** — Purchaser will be required to make a **\$5,000 Earnest Money Deposit on May 6<sup>th</sup>, 2024**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time,

or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

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

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

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

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

**Bidder Acknowledgement** -- By registering for online only auction you hereby agree to the Terms of Auction



# AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING MAY 6, 2024  
@ 5PM EST

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



The McMormore  
Group




 Boundary

Dan McMormore  
P: 7043235100

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

107B N Trade Street P.O. Box 66

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



# AREA MAP

ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

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



The McMores  
Group



Boundary

Dan McMores

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107B N Trade Street P.O. Box 66



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# LOCATION MAP

ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

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



**The McLemore Group**



Boundary



# FLOODPLAIN MAP

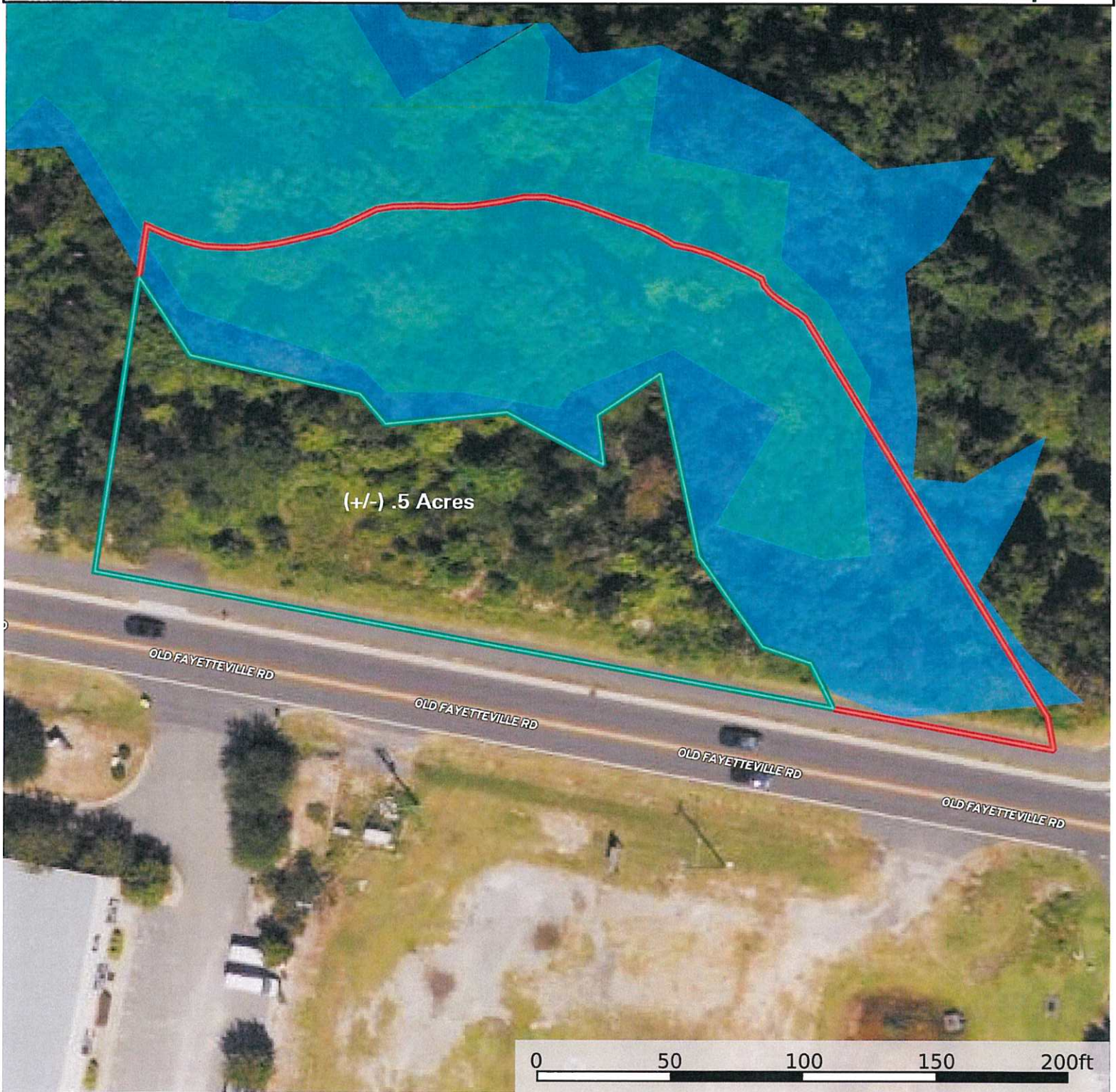
ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

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The McLemore Group



- Boundary 1
- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included

Dan McLemore  
P: 7043235100    dan@themclemoregroup.com    107B N Trade Street P.O. Box 66

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### 3D IMAGE

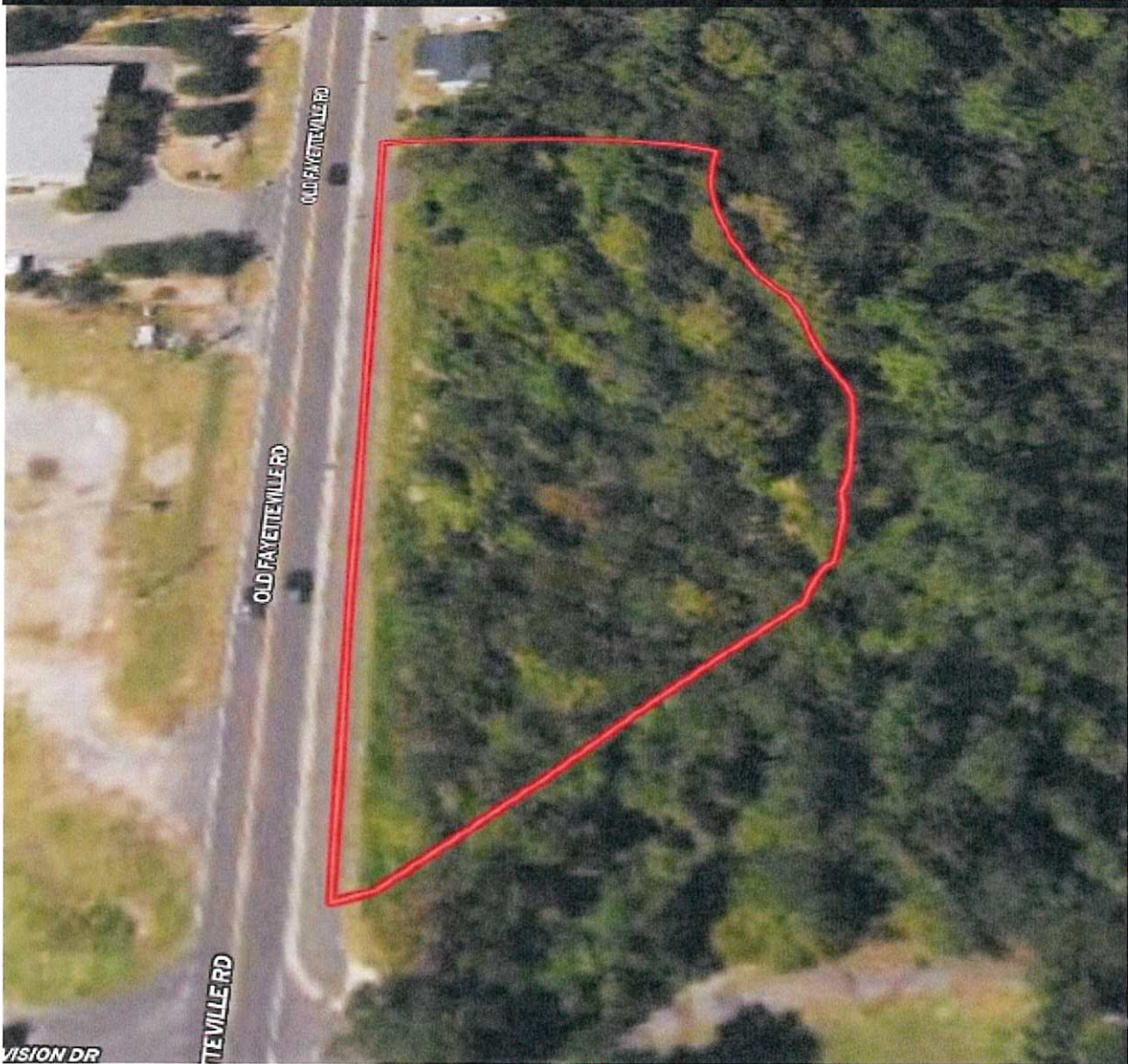
ONLINE ONLY AUCTION, ENDING MAY 6, 2024

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P: 7043235100

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# Leland Area, Yard & Height Regulations

	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6
Minimum lot size* (sq. ft.)	20,000	15,000	15,000	6,000	15,000	43,560		10,000	10,000		6,000/ 15,000 (note 4)
Minimum lot width at front setback line (ft.)	100/ 66 cul- de-sac	70/ 46 cul- de-sac	90	75	75	100	40	75	100		60/ 40 cul- de-sac
Minimum front yard setback (ft.)	30	30	30	25	25	50	15	25	30	25/15 (note 6)	25
Minimum side yard width (ft.)	7.5	7.5	7.5	7.5	7.5	7.5	5 (note 9)	7.5	7.5	5	7.5
Minimum rear yard depth (ft.)	15	15	15	10	20	20	5 (note 9)	20	30	7.5	10
Maximum height of structure (ft.)	40	40	40	40	40	40	55	40	40	40	40

\*Or larger as required by the county sanitarian. Final determination is based on decisions by the county sanitarian for approved sewer systems.



# Leland Zoning - Permitted Use Table

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
AGRICULTURAL												
Animal hospital/veterinary clinic				P	P	P	P			P		
Fruit or vegetable stand on the same parcel as produced	P	P	P				P					
Kennels (commercial) (ref. note 10)				P	P	P						
Kennels (private)	P	P	P	P	P	P		P	P	P	P	
Retail/wholesale nurseries/greenhouses				P	P		P					
CONTRACTORS/CONSTRUCTION												
Contractor's plant/storage yard												
General building contractor				p*				p*		P		
Landscaping contractor				p*	p*			p*		P		
Electrical/plumbing				p*				p*				

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Contractor				p*				p*		P		
Utility contractor				p*				p*				
Office for contractor, general, or trades (ref. note 14)				p*	p*	p*		p*		p*		
Other contractors not listed				p*				p*				
MANUFACTURING												
Assembly of prepared parts into finished products						P	P					
Boat building						P	P					
Cabinetmaking and woodworking shops				P	P	P	P					
Clothing manufacturing					P	P	P					
Electronic machines, equipment and supplies assembly					P	P	P					

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Fabrication shops (wood, metal, upholstery, etc.)				P	P	P	P					
Handcrafting of small articles				P	P		P					
Leather and leather products					P		P					
Limited Manufacturing and Servicing							P					
Machinery, except electrical						P	P					
Plastic manufacturing						P	P					
Printing and publishing				P	P		P	P				
Research Activities							P					
Seafood processing, handling, storage and sales facilities				P	P		P					
Signs, manufacturing/assembly					P		P					
Transportation equipment						P	P					

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
GENERAL RETAIL												
ABC store				P	P		P			P		
Adult establishments (ref. note 6)						P						
Appliances (retail and maintenance)				P	P					P		
Auction sales				P	P		P					
Automobile/boat washing establishments				P	P							
Automobile dealers and truck sales				P	P							
Barbershops/beauty shops				P	P		P	P		P		
Boat sales, service and repair				P	P							
Building materials/garden supplies				P	P					P		
Convenience store				P	P		P			P		



USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Dry cleaning/laundry establishment (ref. note 2)				P	P		P			P		
Farm implement sales and service				P	P							
Farmers' market				P	P		P					
General merchandise store				P	P		P			P		
Hotel (motel)				P	P		P			P		
Industrial sales/repair of equipment				P	P	P	P					
Marine equipment store				P	P							
Massage parlor				P								
Miscellaneous retail				P	P							
Mobile home/modular home dealer				P								
Model unit marketing center	P	P	P	P	P			P	P	P	P	

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Motorcycle sales and repair				P	P							
Motor vehicle repair garage				P	P	P						
Motor vehicle service station				P	P	P	P					
Restaurant				P	P	P	P			P		
Seafood market				P	P		P					
Retail store not elsewhere classified (ref. note 4)				P	P							
Retail sales of onsite manufactured products						P	P					
Small office/commercial center				P	P	P	P	P				
Shopping center				P	P					P		
Tanning salon				P	P					P		
TRANSPORTATION, WHOLESALE												
Ambulance service				P	P	P		P		P		

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Boat storage yard				P	P							
Bulk storage of flammable fluids and gases (ref. note 1)						P						
Bus and taxi terminal				P	P							
Freight transportation warehousing						P	P					
Overnight vehicle storage						P	P					
Self-service storage facility				P	P							
Towing service, automotive or truck				P	P							
Trailer (utility/hauling) sales and rental				P	P							
Truck terminal activities						P						
Vehicle for hire (ref. note 15)				P	P							
Warehousing, general						P	P					

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Wholesaling, general						P	P					
Wholesale storage and bulk terminal						P	P					
INSTITUTIONAL, RECREATIONAL, SERVICE												
Adult day care facility (ref. note 5)	P	P	P	P	P			P	P			
Adult establishment	(See general retail uses)											
Amusement and recreational service not elsewhere classified (ref. note 4)				P	P		P					
Assembly hall				P	P				P			
Assisted living facility (ref. note 23)					P					P		
Bank and financial institution				P	P		P	P		P		
Bar				P	P		P					
Baseball driving range					P		P					



USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Billiard/pool hall				P	P		P					
Boat launching ramp, dock or pier, private	P	P	P								P	
Bowling alley				P	P		P			P		
Business service not elsewhere classified (ref. note 4)				P	P			P		P		
Cemetery (ref. note 7)								P				
Religious institution (ref. note 5)	P	P	P	P	P			P	P	P	P	
Club or lodge				P	P			P				
Civic center/community center				P	P		P	P		P		
College and related facilities				P	P		P	P				
Convalescent home								P				
Country club and related uses	P	P	P						P	P		
Child day care center (ref. note 8)	P	P	P	P	P		P	P	P	P	P	

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Child day care home	P	P	P	P	P			P	P	P	P	
Doctor, dentist, optician				P	P		P	P		P		
Exterminating service				P	P							
Family care home (ref. note 17)	P	P	P	P	P	P		P	P	P	P	
Fraternal and social organization (ref. note 9)				P	P			P				
Fraternal and sorority house								P	P			
Funeral home, mortuary				P	P			P				
Golf course/driving range					P					P	P	
Golf course, miniature				P	P		P					
Government office				P	P		P	P		P	P	
Group home (ref. note 17)				P				P				
Health spa				P	P		P	P		P		

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Laboratory, medical, dental, optical				P	P		P	P				
Laboratory, research							P	P				
Library, museum, art gallery				P	P		P	P		P		
Nursing and personal care facility (ref. note 11)		P							P			
Office not elsewhere classified (ref. note 4)				P	P		P	P		P		
Package sewer treatment plant (ref. note 17)										P		
For profit recreational facility				P	P		P			P		
Public park, playground, playfield and community center							P					P
Public or private school (ref. note 12)							P	P	P	P		
Public utility office				P	P		P	P		P		

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Public utility-water							P			P		
Public utility workshop and storage								P				
Public utility substation (ref. note 13)	P	P	P	P	P	P	P	P	P	P	P	
Repair shop not elsewhere classified (ref. note 4)						P	P					
RV parks (ref. section 66-317)					CZ	CZ						
Skating rink				P	P		P					
Social service not elsewhere classified (ref. note 4)								P				
Swimming pool, private (ref. section 66-229)	P	P	P	P	P	P	P	P	P	P	P	
Swimming pool, public/commercial (ref. section 66-229)				P	P		P	P	P	P		



USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Tattoo parlor/body piercing					P							
Tennis court				P	P		P	P	P	P	P	
Theater, indoor				P	P		P					
RESIDENTIAL												
Apartment									P	P		
Assisted living residence (ref. note 23)					P					P		
Senior living communities with continuing care (ref. note 25)					P				P	P		
Bed and breakfast	P											
Boardinghouse				P	P				P			
Business residence				P	P	P	P	P				
Dwelling, single-family	P	P	P	P	P	P		P	P	P	P	

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Accessory apartment—detached (ref. section 66-229(b)(3))	P	P	P	P	P	P		P	P	P	P	
Accessory apartment—attached (ref. note 28)	P	P		P	P					P	P	
Group housing, multifamily (more than four units)									P	P		
Home occupation (ref. note 3)	P	P	P	P	P	P		P	P	P	P	
Condominium									P	P	P	
Duplex and triplex				P					P	P	P	
Manufactured home, Class A (ref. section 66- 311)		P	P	P	P	P		P	P			
Manufactured home, Class B (ref. section 66- 311)		P	P	P	P	P		P	P			
Manufactured home, Class C (ref. section 66-311)			P	P	P	P		P	P			
Marina residential										P		

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Quadruplex									P	P		
Townhouse											P	
MISCELLANEOUS												
Townhouse									P	P		
Accessory use and building (ref. note 1 and section 66-229)	P	P	P	P	P	P	P	P	P	P	P	
Billboard (ref. chapter 42 of this Code)					p*	p*						
Food trucks (ref. section 66-228(e))				P	P	P	P	P	P	P		
Yard sale (ref. section 66-314)	P	P	P	P	P	P		P	P	P	P	
COMMUNICATIONS FACILITIES												
Monopole television tower (ref. note 24)										P		

USES	R-20	R-15	RMH	C-1	C-2	C-3	ID	O&I	M-F	PUD	R-6	CD
Newspaper office and incidental printing				P	P		P	P				
Small wireless facility, micro wireless facility in public rights-of-way (PROW) (ref. note 26)	P	P	P	P	P	P	P	P	P	P	P	P
Small wireless facility outside public rights-of-way (PROW) (ref. note 26)			P	P	P	P	P	P	P	P	P	P
All other wireless telecommunication facilities, substantial modifications of wireless facilities (ref. note 27)				P	P	P	P	P		P		P
Collocations (ref. note 27)	P	P	P	P	P	P	P	P	P	P	P	P
TV, radio broadcasting studio (ref. note 24)				P	P		P	P		P		
TV, radio transmitting tower							P	P				







B2775 P1003 04-16-2008  
14:24:10.002  
Robert J. Robinson  
Brunswick County, NC Register of Deeds page 1 of 2

Sharon Hatton Ret: 15  
2 total 7 Rev 12 Int. 10/2  
Ck \$ 17 Ck # 3600 Cash \$  
Refund: Cash \$ Finance  
 Portions of document are illegible due to condition of original.  
Document contains seals verified by original.

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0.00

Parcel Identifier No. 037DA03802 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Sharon A. Hatton Law Office P.C.

This instrument was prepared by: Sharon A. Hatton Law Office P.C., 321 N. Front Street, Wilmington, NC 28401 without Title Opinion, Certification, & Tax Information.

Physical Address 146 Old Fayetteville Road, Leland, NC, Brunswick County

Brief description for the Index:

L-357X132 PLAT 18/262 SR 1437

THIS DEED made this 4<sup>th</sup> day of April 2008, by and between

GRANTOR	GRANTEE
GLENN E. CAHN (Unmarried)	GLENN E. CAHN, Trustee of the GLENN E. CAHN LIVING TRUST DATED APRIL 4, 2008 and any Amendments thereto. 288 Okeechobee Road Wilmington, NC 28412

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.

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

**BEING ALL** of that parcel of property according to survey prepared by Alvie E. Lewis, RLS L-1384, dated March 12, 1997, and being duly recorded in Map Cabinet 18 at Page 262 of the Brunswick County Registry. For further reference, property is the same property described in the deed recorded in Book 1136 at page 1279.

The property hereinabove described was acquired by grantor by instrument recorded in Book 2400, page 984.

A map showing the above described property is recorded in Map Cabinet 18 at Page 262 of the Brunswick County Registry.

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

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

- 1) The provisions of all applicable zoning and land use ordinances, statutes and regulations, and
- 2) All applicable restrictive covenants and utility easements of record.



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name)

Glenn E. Cahn (SEAL)

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

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

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

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

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

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

State of North Carolina - County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that Glenn E. Cahn personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

[CHECK ONE] \_\_\_\_\_ (i) I have personal knowledge of the identity of the principal or   x   (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a drivers license.

Witness my hand and Notarial stamp or seal this   4   day of   April   2008.

My Commission Expires: 1-25-2010

Sharon A. Hatten  
Notary Public



Instrument Prepared by: John C. Wessell, III  
Town Attorney  
P.O. Box 1049  
Wilmington, NC 28402  
Telephone: (910) 762-7475

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

**GENERAL UTILITY EASEMENT**

THIS DEED OF EASEMENT, executed this the 28<sup>th</sup> day of February, 2002, by and between GREGORY STACKHOUSE and wife, ANITA STACKHOUSE (hereinafter individually and collectively referred to as "Grantor") and the TOWN OF LELAND, a municipal corporation organized and existing under the laws of the State of North Carolina, whose address is 102 Town Hall Drive, Leland, NC 28451 (hereinafter referred to as "Grantee");

**W I T N E S S E T H:**

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey into the Grantee, its successors and assigns, the right, privilege and perpetual right-of-way and easement over, through, under and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating a public sanitary sewer system together with any pipes, valves, ditches, pump stations and other appurtenances and associated apparatus, said premises being a certain parcel or tract of land located in the Town of Leland, Brunswick County, North Carolina, and more particularly described as follows:

BEING a part of that tract described in those Deeds recorded in Book 1113 at Page 893 and Book 1136 at Page 1279, office of the Register of Deeds, Brunswick County, North Carolina, said part of said tract being a 15-foot strip of land adjoining the northern line of Old Fayetteville Road, the southern line of said strip being the northern line of said Road, and the northern line of said strip being located 15 feet northwardly from and parallel to the northern line of said Road. Said 15-foot strip runs along all of that part of said tract adjoining the right-of-way of said Road.

REC BY Betsy Wessell  
TOTAL 22-REV TO#  
REC# 12 CK AMT 22-CH# 0463  
CASHG REF

TO HAVE AND TO HOLD said right-of-way and easement to the Grantee, its successors and assigns forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the Grantor.

The Grantor covenants herein that it is seized of the premises in fee simple, has the right to convey the easement as described herein, that the title is marketable and free of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

The facilities now in existence or to be placed over, under, upon and across said right-of-way and easement shall become and remain the property of the Grantee. During this period, the Grantee shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the Grantee may deem advisable.

The Grantee shall at all times have the right to keep the area of the perpetual right-of-way and easement clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The Grantor expressly promises and agrees not to construct or allow to be constructed any building, structure or other



improvement, and not to plant or allow to be planted any trees, shrubs, bushes, undergrowth, or other vegetation that would interfere with the Grantee's rights hereunder or to otherwise permit encroachment upon the easement. It is expressly understood and agreed, however, that the Grantor, its heirs, successors and assigns shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the Grantee, and Grantee shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the Grantee shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways, driveways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the Grantor. Any damages proximately resulting to such private roads from the negligent use by the Grantee shall be repaired by the Grantee at its expense. The right, however, is reserved to the Grantor or its heirs, successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the Grantee shall have such right of ingress and egress over the Grantor's property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the Grantor. The Grantee shall be liable for any consequential damages proximately caused by its sole negligence in the exercise of the right of ingress and egress over adjoining property.

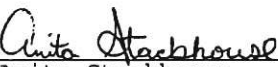
By acceptance of this Deed of Easement, the Grantee agrees that it will restore the surface of the land to its approximate level prior to construction by fill or grading in the course of construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the Grantee. It is specifically agreed that any trees removed for construction or maintenance work will not be replaced. The construction or maintenance area may be seeded by the Grantee, but the Grantee shall not be responsible for landscaping or otherwise improving the area. It is understood and agreed that the execution and delivery of this deed by the Grantor and its acceptance by the Grantee shall not obligate the Grantee to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water, sanitary sewer, storm sewer, drainage or other public utilities system.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed under seal, the day and year first above written.

GRANTOR:

 (SEAL)  
Gregory Stackhouse

 (SEAL)  
Anita Stackhouse

STATE OF NORTH CAROLINA  
COUNTY OF Brunswick

I, Carol Ann H. Floyd, a Notary Public,  
do hereby certify that GREGORY STACKHOUSE and wife, ANITA STACKHOUSE  
personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument for the purposes therein set  
forth.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of  
February, 2002.

Carol Ann H. Floyd  
Notary Public

My Commission Expires:

12/28/04



JCW\LELAND\W97-128-610

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of CAROL ANN H FLOYD

Notary(ies) Public is (are) Certified to be Correct.  
This Instrument was filed for Registration on this 25<sup>th</sup> Day of March 2002  
in the Book and page shown on the First Page hereof.

Robert J. Robinson  
ROBERT J. ROBINSON, Register of Deeds



\*Sample\*

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 6th day of May, 2024, by and between TBD ("Buyer"), and Glenn Cahn ("Seller").

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

1. REAL PROPERTY: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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

Street Address: 146 Old Fayetteville Road
City: Leland Zip: 28451

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

County: Brunswick, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit n/a, Block/Section n/a, Subdivision/Condominium None.
as shown on Plat Book/Slide 18 at Page(s) 262

The PIN/PID or other identification number of the Property is: 037DA03802 Acreage: 1.078

Other description: L-357X132 PLAT 18/262 SR 1437

Some or all of the Property may be described in Deed Book 2775 at Page 1003

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

Mineral rights are not included.

Timber rights are not included.

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

2. FIXTURES:

(a) Included Items: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: None.

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

(b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: None.





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

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 5,000.00 by  cash  personal check  official bank check  wire transfer  electronic transfer shall,  on the effective date of this Contract OR  within five (5) days of the date of the effective date of this Contract, be made payable and delivered to The McLemore Group as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

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

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

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

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

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

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

8. **CLOSING:** The closing shall take place on on or before 6/6/24 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying



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

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 5,000.00 by  cash  personal check  official bank check  wire transfer  electronic transfer shall,  on the effective date of this Contract OR  within five (5) days of the date of the effective date of this Contract, be made payable and delivered to The McLemore Group as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

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

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

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

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

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

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

8. **CLOSING:** The closing shall take place on on or before 5/31/2024 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying



Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases,  at Closing OR  on \_\_\_\_\_.

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

**Vacant Lot** \_\_\_\_\_

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

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

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of



Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

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

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

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

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

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**20. REMEDIES:**

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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



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

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

**BUYER:**

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

**TBD**

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

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

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

Entity Buyer:

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

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

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

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

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

**SELLER:**

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

**Glenn Cahn**

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

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

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

Entity Seller:

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

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

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

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

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

## WIRE FRAUD WARNING

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

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

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



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

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

Escrow Agent: The McLemore Group

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

(Signature)

**SELLING AGENT INFORMATION:**

Individual Selling Agent: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

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

Acting as  Seller's (sub) Agent  Buyer's Agent  Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Dan McLemore Real Estate License #: 174689

Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)564-0351 Fax #: 704-817-2544 Email: dan@themclemoregroup.com

Firm Name: United Country RE - The McLemore Group

Acting as  Seller's (sub) Agent  Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

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



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

## Instructions to Property Owners

- 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.
- 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.
- You must respond to each of the following by placing a check  in the appropriate box.

### MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

### Note to Purchasers

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

Property Address: 146 Old Fayetteville Road, Leland, NC 28451

Owner's Name(s): Glenn Cahn

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: <sup>DocuSigned by:</sup> Glenn Cahn Glenn Cahn Date 3/21/2024  
E540B44A3347425...

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_

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