



**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** – Richard and Nancy Neher

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

**AUCTION DATE** – Wednesday, May 14<sup>th</sup>, 2025 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

**AUCTIONEER** – 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:**

Consisting of +/- 3.70 acres; Lot 2; Parcel ID 0067813; PIN 3863 26 1835; Tax District 128 – Vashti Fire; Deed: 2006 – 497/1645

**Address:**

Lot 2 Treadway Ridge Drive, Moravian Falls, NC 28654

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, May 14<sup>th</sup>, 2025 at 3 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.
- 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 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 and Auction/Big 6 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 **\$2,500** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction/Big6

Properties 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 30<sup>th</sup>, 2025**. 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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. 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).

- 18) **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.
  
- 19) **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
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
South Carolina Auction Firm License #	4208

**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



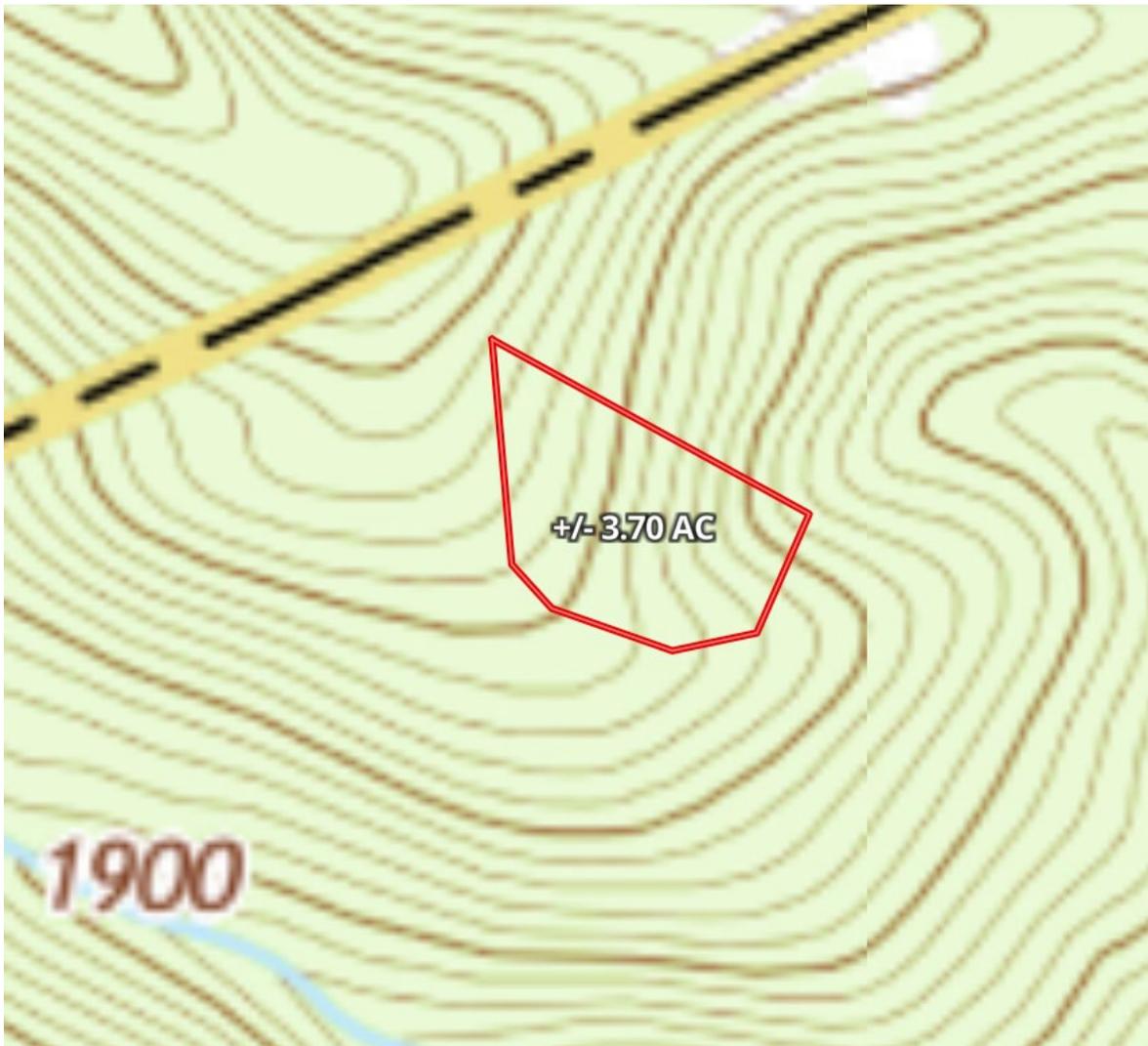
**Auction Services**

# Aerial



boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\*

# Topo



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



# Neighborhood

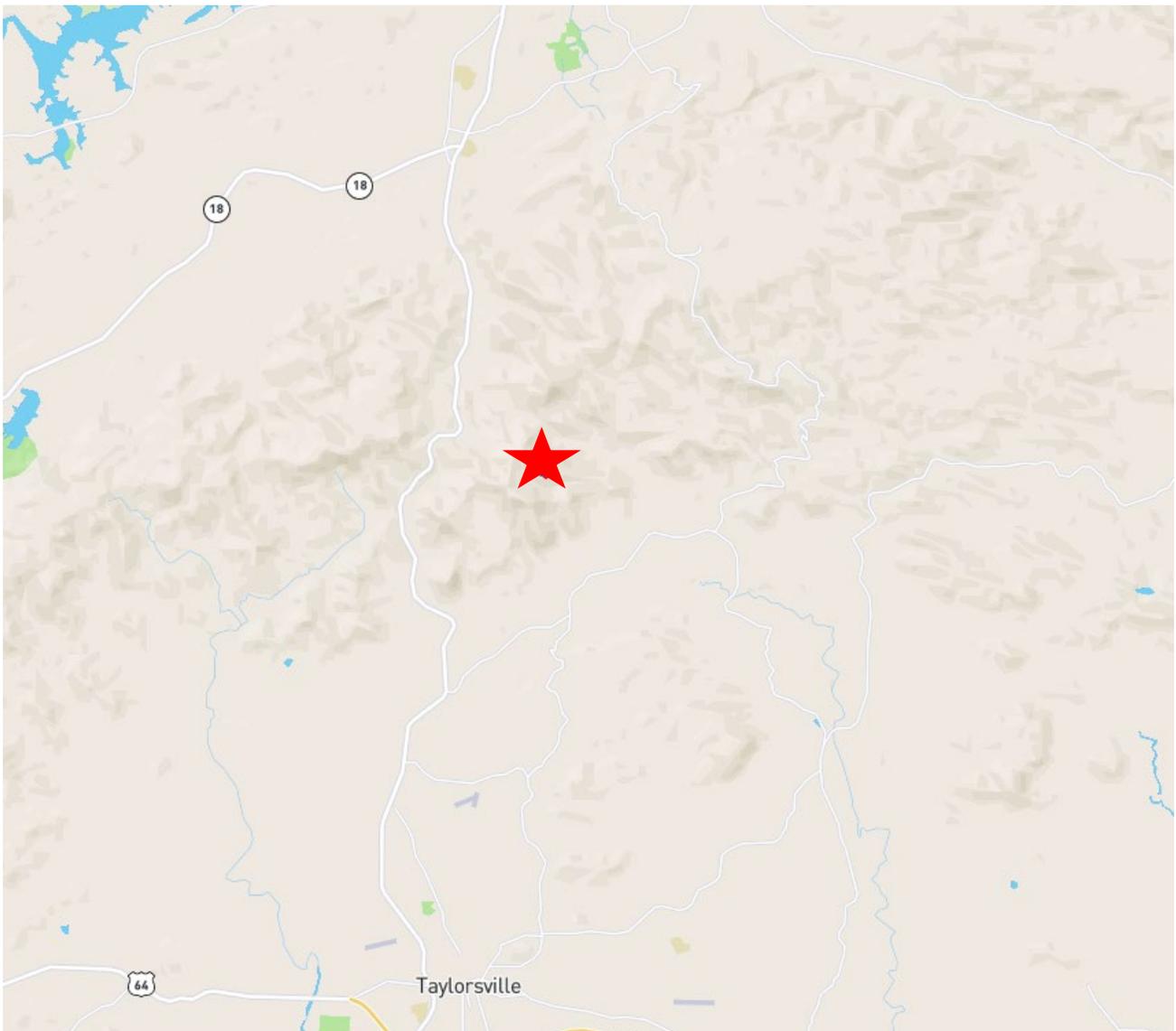
0 Treadway Ridge Dr.,  
Moravian Falls, NC 28654



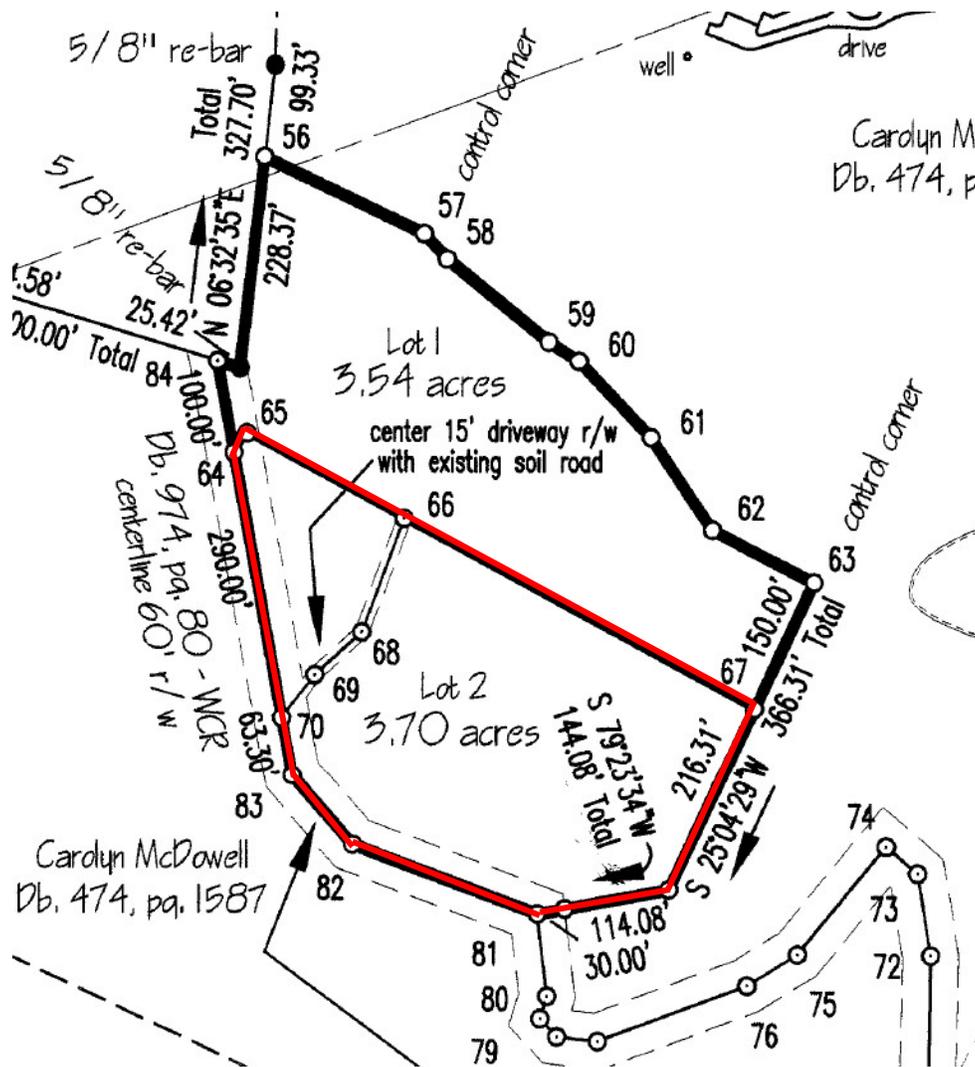


# Location

0 Treadway Ridge Dr.,  
Moravian Falls, NC 28654



## Auction Services



# SURVEY

Plot BK 10 PG 134

Plot BK 10 PG 134

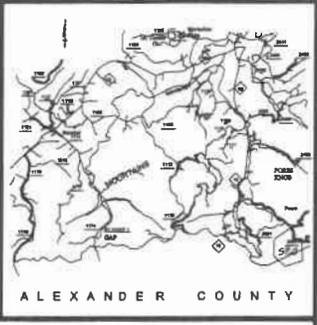
COURSE	BEARING	DISTANCE
56-57	S 64°30'05"E	191.10'
57-58	S 42°17'38"E	36.72'
58-59	S 51°01'56"E	161.60'
59-60	S 57°34'11"E	38.32'
60-61	S 43°28'38"E	112.84'
61-62	S 33°50'03"E	119.70'
62-63	S 62°37'17"E	122.62'
64-65	N 33°39'49"E	25.00'
65-66	S 61°48'52"E	62.97'
66-67	S 61°35'29"E	428.42'

with center of 30' r/w

with center of 60' r/w

COURSE	BEARING	DISTANCE
1-2	S 39°51'23"E	40.05'
2-3	S 07°18'04"W	29.81'
3-4	S 05°12'09"W	57.94'
4-5	N 74°04'47"W	81.14'
5-6	S 68°07'04"W	54.08'
6-7	S 41°47'22"W	25.03'
7-8	S 29°03'05"W	89.92'
8-9	S 19°37'22"W	84.74'
9-10	S 11°48'05"W	41.39'
10-11	S 20°52'52"E	52.76'
11-12	S 04°33'17"E	83.41'
12-13	S 69°41'25"E	85.41'
13-14	S 52°18'46"E	84.92'
14-15	S 34°25'45"E	45.93'
15-16	S 28°37'34"E	83.70'
16-17	S 18°28'03"E	84.23'
17-18	S 11°41'29"E	93.33'
18-19	S 02°28'09"W	45.38'
19-20	S 26°15'06"W	37.83'
20-21	S 43°21'38"W	247.13'
21-22	S 11°04'32"W	31.80'
22-23	S 18°11'56"E	31.21'
23-24	N 75°38'24"E	178.81'
24-25	S 22°42'54"E	107.82'
25-26	S 31°32'25"E	172.10'
26-27	S 44°46'18"E	63.98'
27-28	S 51°57'00"E	109.72'
28-29	S 48°18'56"E	268.03'
29-30	S 58°35'59"E	287.98'
30-31	S 39°37'25"E	123.28'
31-32	S 15°06'22"E	53.11'
32-33	S 18°27'43"W	29.57'
33-34	S 89°03'59"W	52.43'
34-35	N 75°38'24"E	230.28'
35-36	N 68°21'45"W	140.94'
36-37	N 80°05'56"W	167.32'
37-38	N 85°05'15"W	220.08'
38-39	N 75°26'51"W	155.40'
39-40	N 86°06'34"W	200.10'
40-41	N 79°47'06"W	101.85'
41-42	N 70°24'54"W	78.54'
42-43	N 62°00'38"W	212.01'

COURSE	BEARING	DISTANCE
43-44	N 42°50'31"W	35.39'
44-45	S 79°12'05"W	234.05'
45-46	S 83°54'30"W	244.11'
46-47	N 79°38'52"W	95.20'
47-48	N 89°54'31"W	110.19'
48-49	S 45°01'35"W	57.92'
49-50	S 04°35'12"W	40.88'
50-51	S 04°35'12"W	59.09'
51-52	S 32°20'54"E	110.90'
52-53	S 01°11'54"E	139.80'
53-54	S 27°42'12"W	330.88'
54-55	S 47°38'57"W	283.42'
54-71	N 60°44'09"W	27.68'
71-72	N 00°52'55"E	194.08'
72-73	N 09°12'09"W	89.25'
73-74	N 49°14'28"W	44.38'
74-75	S 39°11'53"W	150.07'
75-76	S 88°09'19"W	63.82'
76-77	S 69°28'59"W	171.53'
77-78	N 63°41'15"W	44.00'
78-79	N 43°13'00"W	26.59'
79-80	N 18°45'36"E	25.45'
80-81	N 08°48'07"W	89.05'
81-82	N 89°27'57"W	213.23'
82-83	N 41°02'32"W	99.22'
83-84	N 10°21'04"W	453.30'



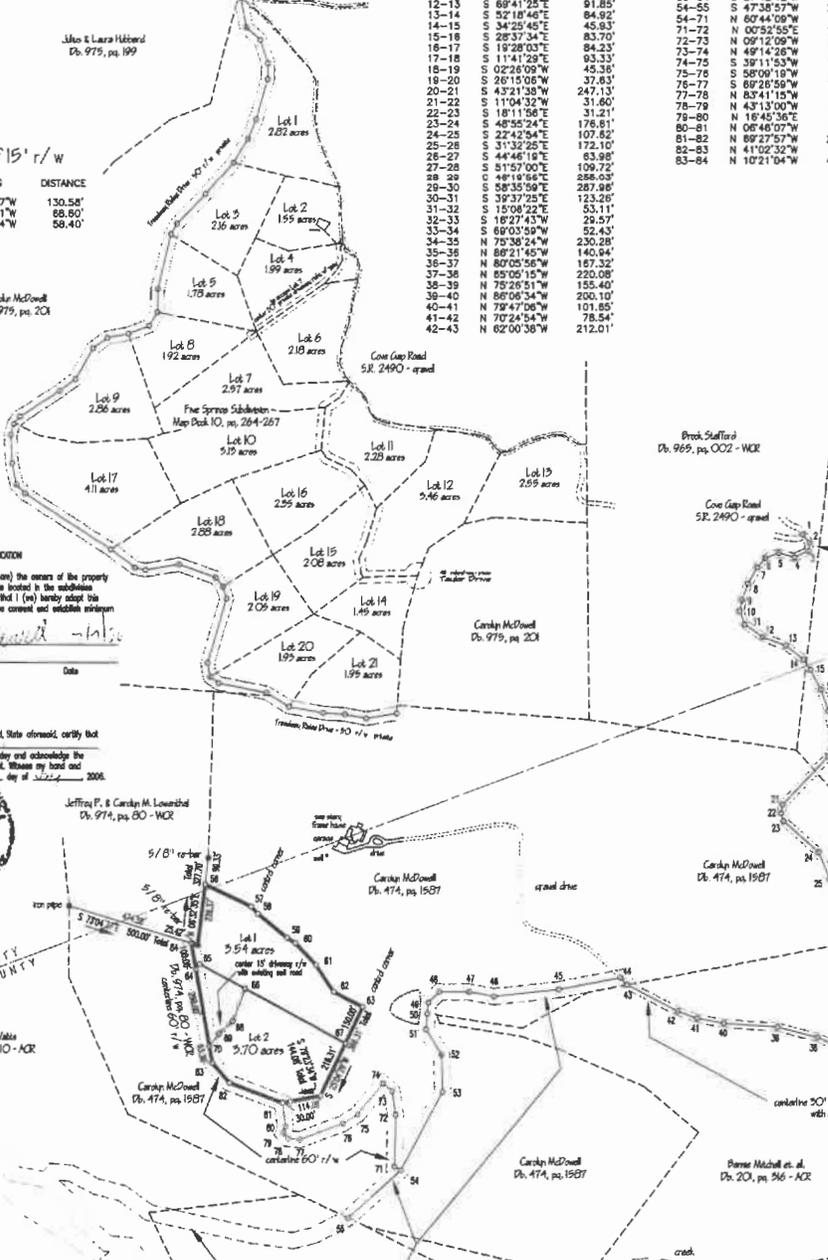
ALEXANDER COUNTY, NORTH CAROLINA

The foregoing certificate of the foregoing certificate of the Registrar of Deeds is certified to be correct. Presented for registration and recorded in this office on this day of July, 2006, at \_\_\_\_\_ o'clock in the afternoon.

Register of Deeds  
By \_\_\_\_\_ Deputy Assistant of Registrar of Deeds

with center of 15' r/w

COURSE	BEARING	DISTANCE
68-68	S 20°22'37"W	130.58'
68-69	S 47°50'31"W	88.80'
69-70	S 37°24'04"W	58.40'



**CERTIFICATE OF OWNERSHIP AND DECISION**

I (we) hereby certify that I (we and) the owners of the property shown and described herein, which is located in the subdivision jurisdiction of Alexander County and that I (we) hereby adopt this plan of subdivision with my (our) free consent and validly authorize binding interest from or upon.

Owners or Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

**NORTH CAROLINA, WILKES COUNTY**

I, a Mayor, Public of the County and State aforesaid, certify that personally appeared before me this day and acknowledge the execution of the foregoing instrument. Witness my hand and official seal this \_\_\_\_\_ day of July, 2006.



**WILKES COUNTY ALEXANDER COUNTY**

**Notes:**

Areas in accordance opening.  
No horizontal control within 2000' of property.  
This property is subject to any restrictions, zoning, easements, or utilities of record (not researched).  
No attempt has been made to ascertain the existence of any latent easements or unrecorded rights of others.  
Current tax records used to identify address owners.  
This survey was performed without the benefit of a current and accurate title report, and which may reveal additional consequences, rights-of-way, or other restrictions not shown.  
Any alterations, reproduction, or unauthorized use of this document is strictly prohibited.  
Copyright ©, Foresight Surveys. All rights reserved. Reproduction or use of the contents of this document, in whole or part, without written consent of the land surveyor, is prohibited.  
Only copies from the original of this document, marked with an original signature and embossed seal of the surveyor shall be considered to be valid, true copies.  
Any liability for the survey on this part of the surveyor is solely to Carolyn McDowell.  
Carolyn McDowell

Now or Formerly  
Stone & Gull Shavers  
Pb. 508, ps 1742 - ACR  
Tract IV

Setback lines  
Front - 40'  
Side - 15'  
Rear - 40'

**LEGEND**  
EXISTING CORNER  
IRON SET  
COMPUTED POINT  
RIGHT-OF-WAY  
R/W  
All iron set are 5/8" rebar

Note: This property is Flood Zone "X" - FEMA Panel No. 570298 0002B  
Watershed - W51 - Protected Area  
This property is Zoned RA-20

Prick Stafford  
Pb. 965, ps 002 - ACR

I, Russell N. Vogel, P.L.S., L-3106, certify that this plot was drawn under my supervision from an actual survey made under my supervision (land description in Ds. 474, ps 1587); that the boundaries not surveyed are clearly indicated; that the ratio of precision as calculated is 1:10,000; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original and true seal this 7th day of July, 2006.



centerline 50' r/w - Ds. 598, ps. 2194 - ACR  
with center of ex. soil road

**CERTIFICATE OF APPROVAL FOR RECORDING**

I hereby certify that the subdivision plot shown herein has been found to comply with the Subdivision Regulations of Alexander County, North Carolina and that this plot has been approved for recording in the office of the Registrar of Deeds of Alexander County.

W/Notice Seth A. Hansen  
Date Director of Planning and Development

**REVIEW OFFICER CERTIFICATE**  
State of North Carolina, Alexander County

I, Seth Hansen, Review Officer of Alexander County, certify that the map or plot to which this certificate is affixed meets all statutory requirements for recording.

Seth A. Hansen  
Date Review Officer

centerline 50' r/w - Ds. 598, ps. 2194 - ACR  
with center of ex. soil road

M. Scott Pickett, et al.  
Ds. 475, ps 1299 - ACR

centerline 50' r/w - Ds. 598, ps. 2194 - ACR  
with center of ex. soil road

centerline 50' r/w - Ds. 598, ps. 2194 - ACR  
with center of ex. soil road

**FILED: Book 10 Page 134**  
7-11-2006 2:55 PM  
Mc. Date Yr. Time  
OFFICE OF THE REGISTRAR OF DEEDS, ALEXANDER COUNTY, NC

I certify that the plot shown herein complies with the Watershed Protection Ordinance and is approved by the Watershed Review Board for recording in the Registrar of Deeds office.

W/Notice Seth A. Hansen  
Date Owner, Watershed Review Board

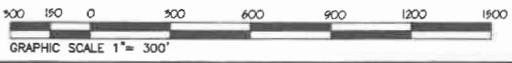
Note: This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that requires parcels of land.

Owner Address: Carolyn McDowell  
P.O. Box 567  
Wilkesboro, NC

Reference Deed: portion of Ds. 474, ps 1587 - ACR  
Tax Map I.D. No. F-2, Parcel 0018

BOUNDARY SURVEY FOR	TOWNSHIP	COUNTY
Carolyn McDowell	Superior	Alexander
PREPARED BY	SCALE	STATE
Carolyn McDowell	1"=300'	NC.
		DATE
		07-06-06

**FORESIGHT SURVEYING**  
2593 CONGO ROAD  
WILKESBORO, NC 28697  
RUSSELL N. VOGEL, P.L.S., L-3106  
PHONE: (336) 667-2505





**Building Sketch**

No Sketch Available

**Land Supplemental**

Deeded Acres	3.7
Tax District Note	128 - VASHTI FIRE
Present-Use Info	RESIDENTIAL VACANT

**Improvement Valuation (1st Major Improvement on Subject Parcel)**

\* Improvement Market Value \$

0

\*\* Improvement Assessed Value \$

0

\* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal  
 \*\* Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

**Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)**

Land Full Value (LFV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$
<b>20,668</b>	<b>20,668</b>	<b>20,668</b>

\*\* Note: If PUV equal LMV then parcel **has not** qualified for present use program

**DEED**

FILED  
BOOK 497 PAGE 1645

8K 0497PG1645

06 JUL 11 PM 2:58

*Benjamin W. Plines*

REGISTER OF DEEDS  
ALEXANDER COUNTY, NC

Issued Jul 11 2006

\$120.00

10000

State of North Carolina Alexander County  
Real Estate Excise Tax

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax \$120.00

Parcel Identifier No. Portion of 0800649

Return to: Grantee

This Instrument prepared by: **Jennifer B. Lewis**

Brief description for the Index

3.70 acres, Sugarloaf Township

This deed made this 10th day of July, 2006.

GRANTOR	GRANTEE
Carolyn M. McDowell (Unmarried)	Richard Neher and wife, Nancy Neher Mailing Address: <i>3923 Ivy Lane Kitty Hawk, NC 27949</i>

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 Sugarloaf Township, Alexander County, North Carolina and more particularly described as follows:

3.70 acres as shown on plat recorded in Plat Book 10, Page 134 in the Alexander County Registry on July 11, 2006.

Grantor hereby grants unto the Grantees unexclusive access to the hereinabove described land via a 30' right of way from the southernmost portion of Cove Gap Road (markers 1-43) and then along the 60 foot right of way (markers 44-54 and 71-84, which will be called Johnny Baker Road ) as shown on a survey dated July 6, 2006 and recorded in Plat Book 10, Page 134, Alexander County Registry.

The property herein above described was acquired by Grantor by instrument recorded in **Book 474, Page 1587, Alexander County Registry.**

3779

BK 0497 PG 1646

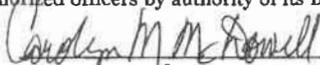
**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title 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 except for the exceptions hereinafter stated.

**Title to the property hereinabove described is subject to the following exceptions:**  
Taxes for the year 2006 and thereafter which are not yet due and payable.  
Conditions, Covenants, Restrictions, Easements and Rights-of-way of record and as shown in **Plat Book** , Page .

Property is conveyed and Grantees, their successors and/or assigns, herein accept said property subject to the following restrictive covenants:

1. No mobile or modular homes to be erected on said property.
2. Lots may not be further divided.
3. Should Grantees decided to sell, Grantor shall have Right of First Refusal to purchase said property at the then current market value.

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

  
\_\_\_\_\_  
Carolyn M. McDowell

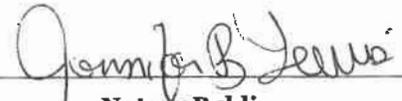
STATE OF North Carolina

COUNTY OF Wake

I, Jennifer B. Lewis, a Notary Public of the state and county aforesaid, certify that Carolyn M. McDowell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 10th day of July, 2006.



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

My Commission Expires: 5-19-09

1132  
0344  
001

**EASEMENT**

**FILED  
WILKES COUNTY  
RICHARD L. WOODRUFF  
REGISTER OF DEEDS**

FILED Jun 10, 2011  
AT 04:38:00 pm  
BOOK 01132  
PAGE 0344  
INSTRUMENT # 04110  
EXCISE TAX (None)

NORTH CAROLINA

EASEMENT

ALEXANDER COUNTY and  
WILKES COUNTY

THIS DEED OF EASEMENT made and entered into as of this 10<sup>th</sup> day of June, 2011,  
by and between:  
CAROLYN M. McDOWELL (Deed Book 474 Page 1587, Alexander County Registry and Deed  
Book 958 Page 3057 and Book 975, Page 201 and shown as Treadway Ridge Drive, Plat Book  
10 Page 264-267, Wilkes County Registry), party of the first part and

Robert Lee Lawhorn and wife, Frances Robinson Lawhorn (Deed Book 1127 Page 188, Wilkes  
County Registry and Book 546, Page 2046, Alexander County Registry); and  
Jeffrey P. Lowenthal and wife, Carolyn M. Lowenthal (Deed Book 974, Page 80, Wilkes County  
Registry and Book 481, Page 1314, Alexander County Registry); and  
Richard Neher and wife, Nancy Neher ( Book 497, Page 1645, Alexander County Registry); and  
John Burton and wife, Jill Burton (Deed Book 497, Page 1643, Alexander County Registry); and  
Rosalecn S. Hager (Deed Book 1022 Page 341, Wilkes County Registry and Book 501, Page  
480, Alexander County Registry); and  
Yadkin Valley Bank (Deed Book 534 Page 1236, Alexander County Registry); and  
the assigns or successors in title of Carolyn M. McDowell (Book 474, Pages 1596 and 1587) , all  
parties of the second part; Wilkes County and Alexander County, North Carolina.

WITNESSETH:

THAT WHEREAS, Grantees own certain tracts of real estate in Moravian Falls and  
Brushy Mountain Townships, Wilkes County and Sugar Loaf Township, Alexander County,  
North Carolina, and are in need of access across the property of the Grantors for ingress, egress  
and regress of their property; and

WHEREAS, the Grantor has agreed to provide a right of way easement over her property  
to the Grantees herein and their successor and assigns.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good  
and valuable considerations, in hand paid the receipt of which is hereby acknowledged, and the  
said party of the first part hereby grants and conveys unto the said parties of the second part a  
non-exclusive, perpetual right and easement of ingress, egress and regress as is hereinafter set  
forth:

See Exhibit A, incorporated herein by reference, for a more particular description of the following easement:

The fifty (50) foot Right of Way leading from the thirty (30) foot wide right of way known as the logging road off of Cove Gap Road described in Book 398 Page 2184 and ends at the sixty (60) foot right of way described in Deed Book 424 Page 765, Alexander County Registry. This new fifty (50) foot right of way is markers 86 through 101 on the map included in the Exhibit A attached hereto (markers 86 through 88 are within the 30 foot wide portion of the right of way; markers 88 through 100 are within the 50 foot wide portion of the right of way). The purpose of this right of way is to give an alternate means of access along the existing logging road to avoid crossing the M. Scott Dooley parcel described in Deed Book 473 Page 1299 Alexander County Registry.

ALSO CONVEYED, and incident to the above described right of way is the right and privilege to lay and maintain electrical, water, sewer and other utility lines within the right of way above set forth.

TO HAVE AND TO HOLD all the rights and easements herein granted to Grantees, their heirs and assigns in title forever, it being agreed that the rights and easements herein granted are appurtenant to and run with land owned by the parties of the second part and hereinabove referred to.

IN TESTIMONY WHEREOF, party of the first part has hereunto set her hand and seal the day and year first above written.

By: Carol M. McDowell (Seal)  
CAROLYN M. McDOWELL

STATE OF NORTH CAROLINA

COUNTY OF WILKES

I, JENNIFER B. LEWIS, a Notary Public of the state aforesaid and Surry County, certify that CAROLYN M. McDOWELL personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of June, 2011.

[NOTARY]



Jennifer B Lewis  
Notary Public

My Commission Expires: 5-19-2014

**FORESIGHT SURVEYING**

**2593 CONGO ROAD ~ WILKESBORO, NC ~ 28697**

**WILKES COUNTY ~ USA**

**Phone - 336-667-2505 ~ Fax - 336-667-2505**

**Email - vogelvogel@charter.net**

**Centerline Fifty (50) Feet Wide Right-of-Way &  
Centerline Thirty (30) Feet Wide Right-of-Way**

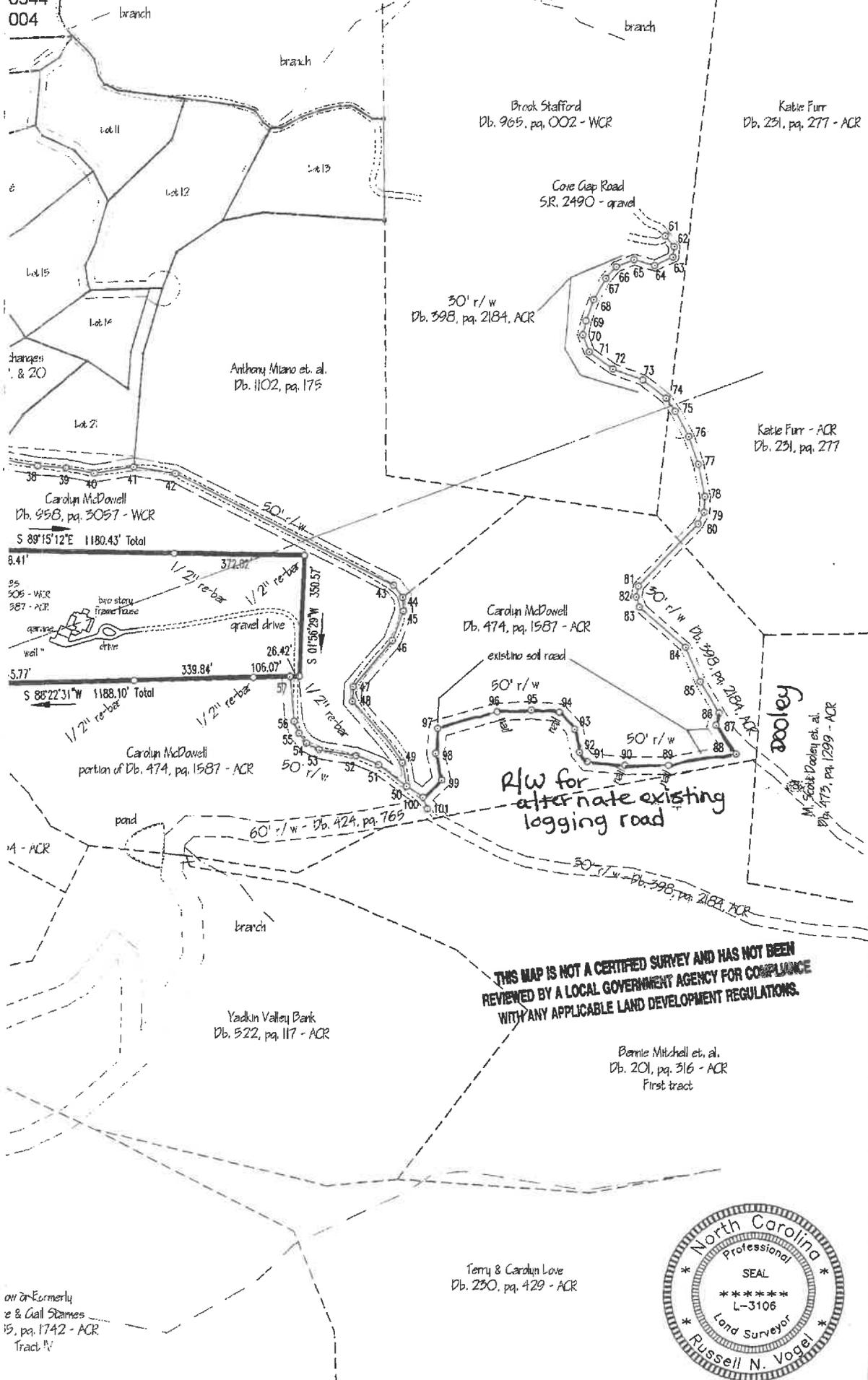
The grantor conveys a non-exclusive centerline fifty (50) feet wide right-of-way (lying 25' on each side of the center) and a thirty (30) feet wide right-of-way as previously described in Db. 398, pg. 2184 (ACR) leading from an existing fifty (50) feet wide right-of-way to Cove Gap Road - S.R. 2490 (gravel) being more particularly described as follows:

BEGINNING on a point in the center of an existing fifty (50) feet wide right-of-way (lying 25' on each side of center), said point being located the following eight (8) courses and distances from a one-half inch re-bar set, said one-half inch re-bar being the southeast corner of the above described 10.16 acre tract: (1) South 88° 22' 31" West 26.42 feet, (2) South 05° 36' 35" East 129.26 feet, (3) South 22° 20' 11" East 36.47 feet, (4) South 37° 47' 10" East 35.68 feet, (5) South 62° 44' 46" East 40.63 feet, (6) South 80° 57' 47" East 107.60 feet, (7) South 68° 41' 47" East 69.00 feet, (8) South 51° 37' 41" East 101.38 feet and running thence from the point of BEGINNING with the centerline of a new fifty (50) feet wide right-of-way (lying 25' on each side of the center) the following seventeen (17) courses and distances: (1) South 55° 40' 45" East 56.51 feet, (2) South 19° 58' 26" East 36.57 feet to a point in the centerline of an existing sixty (60) feet wide right-of-way as previously described in Db. 424, pg. 765 (WCR), (3) North 19° 58' 26" West 36.57 feet, (4) North 46° 21' 12" East 73.64 feet, (5) North 13° 19' 44" West 78.50 feet, (6) North 04° 34' 00" East 71.93 feet, (7) North 74° 00' 53" East 176.41 feet to a nail set, (8) North 87° 03' 13" East 97.23 feet, (9) South 85° 28' 57" East 81.18 feet to a nail set, (10) South 42° 29' 22" East 65.36 feet, (11) South 12° 33' 20" East 67.48 feet, (12) South 39° 46' 37" East 34.87 feet, (13) South 84° 35' 47" East 107.70 feet to a nail set, (14) North 89° 47' 53" East 124.97 feet to a nail set, (15) North 80° 47' 53" East 194.87 feet, (16) North 35° 01' 03" West 100.84 feet, (17) North 13° 31' 45" East 35.18 feet; thence with the centerline of an existing thirty (30) feet wide right-of-way (lying 15' on each side of center) as previously described in Db. 398, pg. 2184 (ACR) the following twenty-five (25) courses and distances: (1) North 31° 32' 25" West 104.92 feet, (2) North 22° 42' 54" West 107.62 feet, (3) North 48° 55' 24" West 176.61 feet, (4) North 18° 11' 56" West 31.21 feet, (5) North 11° 04' 32" East 31.60 feet, (6) North 43° 21' 38" East 247.13 feet, (7) North 26° 15' 06" East 37.63 feet, (8) North 02° 26' 09" East 45.36 feet, (9) North 11° 41' 29" West 93.33 feet, (10) North 19° 28' 03" West 84.23 feet, (11) North 28° 37' 34" West 83.70 feet, (12) North 34° 25' 45" West 45.93 feet, (13) North 52° 18' 46" West 84.92 feet, (14) North 69° 41' 25" West 91.85 feet, (15) North 54° 33' 17" West 83.41 feet, (16) North 20° 52' 52" West 52.76 feet, (17) North 11° 48' 06" East 41.39 feet, (18) North 19° 37' 22" East 64.74 feet, (19) North 29° 03' 05" East 69.92 feet, (20) North 41° 47' 22" East 45.03 feet, (21) North 68° 07' 04" East 54.08 feet, (22) South 74° 04' 47" East 61.14 feet, (23) North 65° 12' 09" East 57.94 feet, (24) North 07° 19' 04" East 29.81 feet, (25) North 39° 51' 23" West 40.05 feet to a point in the center of Cove Gap Road - S.R. 2490 (gravel), said point being the ending point to the above described thirty (30) feet wide right-of-way.

1132  
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004

# EXHIBIT A page 2

Di. 965, pa. 101 - WCR



**THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.**



on or formerly  
e & Gail Stames  
15, pa. 1742 - ACR  
Tract IV

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big 6 Properties ("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": Richard Neher, Nancy Neher

(b) "Buyer":

(c) "Property": Street Address: 00 Treadway Ridge Road

City: MORAVIAN FALLS Zip: 28654 County: Alexander, NC

Lot/Unit, Block/Section, Subdivision/Condominium

Plat Book/Slide at Page(s) PIN/PID: 0067813

Other description: 3.7 Acres Vacant Land off Treadway Ridge Rd

Some or all of the Property may be described in Deed Book 497 at Page 1645

Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

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

Mineral rights are are not included.

Timber rights are are not included.

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

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

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

\$ 2,500.00 EARNEST MONEY DEPOSIT as cash personal check official bank check wire transfer electronic transfer

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

(i) Buyer must deliver the Earnest Money Deposit to ("Escrow Agent") either on the Effective Date or within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

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

(e) "Closing Date" (See paragraph 8 for details): 6/30/2025

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



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

**2. FIXTURES:**

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: 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 June 30, 2025 (the “Closing Date”) unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to 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.

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

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

vacant land

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

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

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

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]

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 (“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:**

**SELLER:**

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

\_\_\_\_\_(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: \_\_\_\_\_

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

Individual Selling Agent Phone #: (828) 320-4726 Fax #: (828) 635-7363 Email: sharoncroseman@gmail.com

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

Firm Mailing Address: PO Box 99 Taylorsville NC 28681

NCAL Firm License #: ~~c31790~~ 10471

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Sharon C. Roseman Real Estate License #: 229274 **NCAL 10467**  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828) 320-4726 Fax #: (828) 635-7363 Email: sharoncroseman@gmail.com

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

Firm Mailing Address: PO Box 99 Taylorsville NC 28681

NCAL Firm License #: ~~c31790~~ 10471

**BID CALLER INFORMATION:**

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

**Matthew Gallimore**  
**United Country Real Estate Blue Ridge Land & Auction**  
**102 S. Locust Street Floyd Va 24091**  
**540-239-2585**  
**gallimore.matt@gmail.com**  
**NCBroker 311695 NCAL 10250**  
**c35716 NCAF1029**



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: 00 Treadway Ridge Road, MORAVIAN FALLS, NC 28654

Owner's Name(s): Richard Neher, Nancy Neher

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: Richard Neher Date 04/16/2025

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

**VACANT LAND DISCLOSURE STATEMENT**

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

Property: 00 Treadway Ridge Road, MORAVIAN FALLS, NC 28654  
 Buyer: \_\_\_\_\_  
 Seller: Richard Neher, Nancy Neher

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:  
 North Carolina Association of REALTORS®, Inc.

STANDARD FORM 142  
 Adopted 7/2024  
 © 7/2024

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: \_\_\_\_\_

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





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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

### Note to Purchasers

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

Property Address: 00 Treadway Ridge Road, MORAVIAN FALLS, NC 28654

Owner's Name(s): Richard Neher, Nancy Neher

*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: Richard Neher Date 04/16/2025, \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_



# 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.

Firm Name

UC Blue Ridge Land & Auction #311692

**BUYER'S PREMIUM AGREEMENT  
AUCTION SALES**

THIS AGREEMENT, between Big6 Properties & United Country Blue Ridge Land & 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: 00 Treadway Ridge Road, MORAVIAN FALLS, NC 28654 ("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.

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.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Firm

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

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

