

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 – 327 Lundy LLC by and through Chris Cartner as Managing Member

<u>AUCTION LOCATION</u> – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE - Wednesday, June 18th, 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".

<u>AUCTIONEER</u> – 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.

<u>AUCTIONEER / BROKER</u> – 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:

Parcel ID 4758-14-0340; Plat: 80/105; Consisting of +/- 46.64 acres and improvements

Address:

TBD Lundy Rd., Statesville, NC 28625

- Online Bidding Open NOW
- Online Bidding Closes on Wednesday, June 18th, 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 <u>BlueRidgeLandandAuction@gmail.com</u>. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) Property Preview Dates: It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 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).
- 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 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction 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, August 4**th, **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 and Auction, 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. 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

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

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

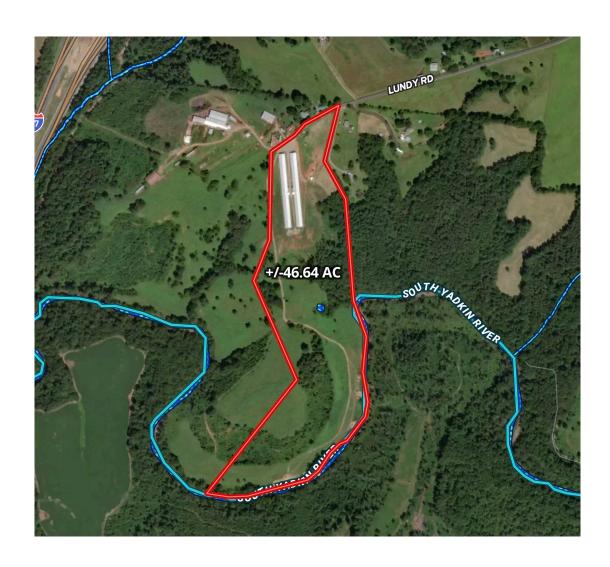
License #'s

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



Aerial

Auction Services

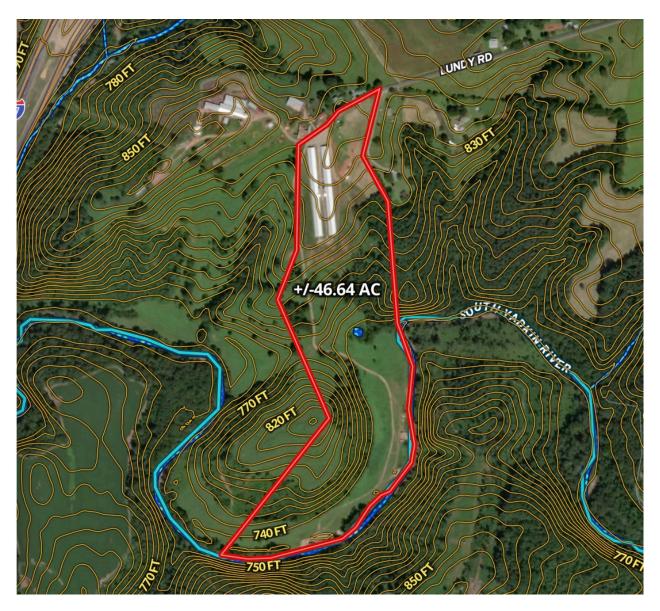


** Aerial and contour map show approximate boundaries. Use for illustration purposes only.**



Contour

Auction Services



** Aerial and contour map show approximate boundaries. Use for illustration purposes only. **



Country FEMA Map

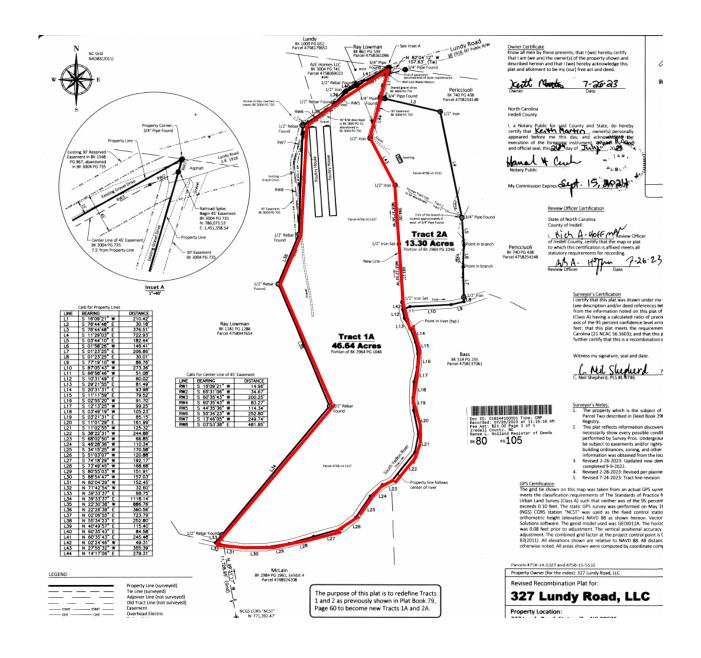
Auction Services






Survey

Auction Services



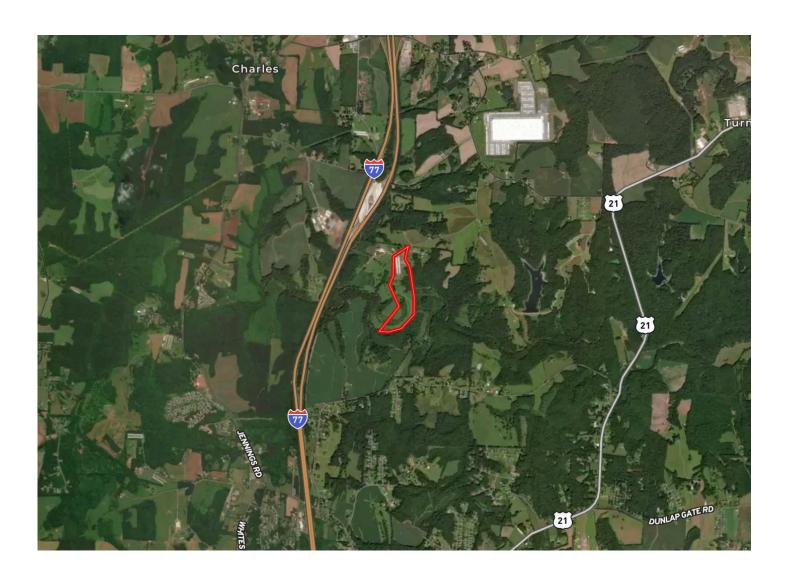


Book: 80 Page: 105 Page 1 of 1



Neighborhood

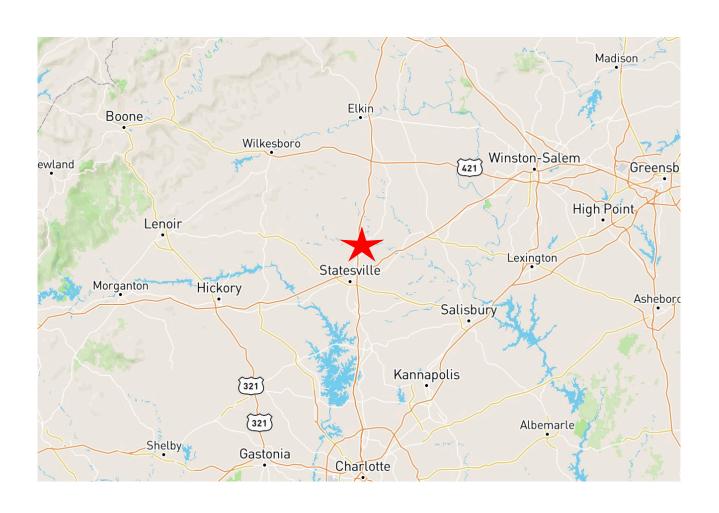
TBD Lundy Rd., Statesville, NC 28625





Location

TBD Lundy Rd., Statesville, NC 28625



4/18/25, 9:11 PM Appraisal Card

IREDELL COUNTY 4/18/2025 9:11:41 PM Parcel: 4758-14-0340 . 000 327 LUNDY ROAD LLC Return/Appeal Notes: PLAT: 80/105 UNIQ ID 3555678 SPLIT FROM ID 3554596 LUNDY RD 80098173 ID NO: 0813C00000A004 ALLCNTY FIRE (100), COUNTY (100), COUNTY FIRE (100) CARD NO. 1 of 1 Reval Year: 2023 Tax Year: 2025 TR1A 327 LUNDY RD LLC PB79-60 PB80-105 46.6400 AC SRC= Owner Appraised by 14 on 08006 OLIN SOUTH EAST TW-08 CI-00 FR-57 EX-AT-LAST ACTION 20230821 DEPRECIATION CONSTRUCTION DETAIL MARKET VALUE CORRELATION OF VALUE TOTAL POINT VALUE Eff. BASE BUILDING ADJUSTMENTS USE MOD Area QUAL RATE RCN EYB AYB CREDENCE TO 02 00 % GOOD DEPR. BUILDING VALUE - CARD TOTAL ADJUSTMENT FACTOR TOTAL QUALITY INDEX DEPR. OB/XF VALUE - CARD 245,700 TYPE: MANUFACT. HOME (MULTI) MARKET LAND VALUE - CARD 227,370 TOTAL MARKET VALUE - CARD STYLE: 473,070 TOTAL APPRAISED VALUE - CARD 473,070 TOTAL APPRAISED VALUE - PARCEL 473,070 TOTAL PRESENT USE VALUE - PARCEL TOTAL VALUE DEFERRED - PARCEL TOTAL TAXABLE VALUE - PARCEL \$ 473,070 **PERMIT** CODE DATE NUMBER AMOUNT ROUT: WTRSHD: SALES DATA OFF. RECORD DATE INDICATE SALES DEED BOOK PAGE MOYR TYPE PRICE 02964 1046 12 202 WD Α 2 2022 4 2013 7 2015 7 2015 9 2014 02895 0031 TD QC WD 02486 1639 Е Ι 02367 0201 I V A E 02367 0199 WD 02316 1815 OT* PS I 60000 00568 0035 6 197 WD* X X 4000 0093E 0019 1 190 WB* 2000 HEATED AREA NOTES REM PUV '23, SPLIT '24 SUBAREA UNIT ORIG % ANN DEP OB/XF DEPR CODE DESCRIPTION COUNTLTH WTH UNITS BLDG# AYB EYB COND RPL COND VALUE GS 45 27,000 45 27,000 TYPE AREA cs POULTRY HS 600 100.00 2016 2017 122850 6.50 S5 70 FIREPLACE POULTRY HS 100.0 70 122850 TOTAL OB/XF VALUE 245,700 SUBAREA TOTALS **BUILDING DIMENSIONS** LAND INFORMATION HIGHEST OTHER ADJUSTMENTS LAND TOTAL AND BEST ADJUSTED USE LOCAL FRON DEPTH LND COND AND NOTES ROAD UNIT LAND UNT TOTAL LAND **OVERRIDE** LAND CODE ZONING TAGE / SIZE MOD RF AC LC TO OT UNITS TYP ADJST UNIT PRICE VALUE NOTES USE FACT TYPE PRICE VALUE RURAL AC -12 +09 +00 +00 -30 0120 RA 50 0 0.9700 4 0.6700 7,500.00 46.64 AC 0.65 4,875.00 227370 0 FLD PLN TOTAL MARKET LAND DATA 46.640 227,370 TOTAL PRESENT USE DATA

4/18/25, 9:12 PM Tax Bill Search

Iredell County - Tax Bill Search



Basic Search	Real Estate Search	Tax Bill Search	Sales S	earch Help		
						Hide Details 🖄
Owner Last Name:	Owner	First Name:		Account #:		
Parcel #: MAP BLK 4758 14	PIN CONDO CC LH 0340 000					
Tax Year: All Years ✔	Bill #: Unpaid Bills Only:	Sort By: Oldest to Newest	∨ Search Clo	ear		
Search Results						
click on a t	ax bill below to con	tinue				Hide Details
Year Bill# 2024 133832	Account# Owner Name 80098173 327 LUNDY ROAD LLC	Owner Name2	Orig Levy Ba 2,791.11	alance Disc Year 0.00 0	Property ID 4758140340.000 0813C00000A004	Property Address 0 LUNDY RD

...... REMIT PAYMENTS TO: Iredell County Tax Collector, PO Box 1027, Statesville, NC 28687-1027

Iredell County shall not be held liable for any errors in the data represented on this record. The data cannot be construed to be a legal document. Information contained herein was created for Iredell County's internal use. Iredell County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site. While every effort has been made to ensure the accuracy of this information, Tax Collections does not certify the accuracy of the information presented. Any person using this website assumes the risk of any omissions or inaccuracies contained herein. Iredell County, Tax Collections, and any officers, contractors, agents, and/or employees shall not be liable or otherwise legally responsible for any actions taken or omissions made as a consequence of any user's reliance upon information contained in or omitted from this website in any manner whatsoever. Use of this site is an acknowledgement of the disclaimer. If you have any questions about the data displayed on this website please contact the Iredell County Tax Collector's Office at 704-878-3020.

PERMITTED USES IN RA (RESIDENTIAL AGRICULTURAL) ZONING IN IREDELL COUNTY

Agricultural & Residential Uses:

- Accessory buildings & structures. See R 1
- Agricultural Tourism. Special Use Permit required. See R 2
- Airstrips, private. Special Use Permit required. See R 3
- Bed & Breakfast. See R 4
- Bona-fide farm building
- Cluster subdivisions. See R 5
- Dwelling, accessory dwelling unit. See R 6
- Dwelling, single-family detached
- Dwelling, two-family (duplex). See R 7
- Dwelling, accessory mobile home. See R 8
- Dwelling, mobile home, doublewide. Class A See R 9
- Dwelling, mobile home, singlewide. Class B See R 10
- Temporary family healthcare structure. **See R 11**
- Facilities on or adjacent to Lake Norman/Piers. See R 12
- Family care home (6 or less). See R 13
- Family daycare home (8 or less). See R 13
- Farm building. See R 14
- Fences and walls. See R 15
- Kennel, private
- Home Occupation, Customary. See R 16
- Home Occupation, Grading, Contractors, & Automotive operations. Special Use Permit required. See R 17
- Home Occupation, rural. See R 18
- Major subdivisions. See R 5
- Mobile home park. Special Use Permit required. See R 19
- Planned Unit Developments. Conditional Rezoning required. See R 20
- Septage or sludge disposal sites. Special Use Permit required. See R 21
- Swimming pools, residential accessory. See R 22
- Temporary buildings. See R 23
- Temporary events. See R 24
- Yard sales, residential (limit 4 per year).

Recreational, Educational, & Institutional Uses:

- Ambulance services
- Cemetery. See R 26
- Churches, synagogues & other associated activities. See R 26
- Colleges or universities. See R 27

- Correctional institutions
- Cruise boats. Special Use Permit required. See R 28
- Daycare centers, nursery, kindergarten (6 or more). Special Use Permit required.
 See R 29
- Event center. Special Use Permit required. See R 66
- Fraternal & social associations or organizations. Special Use Permit required. See R 30
- Golf course, including pro shop. See R 30
- Golf driving ranges. See R 25
- Governmental offices and facilities
- Hospitals, public & private. See R 27
- Lake access lot. Open to public. See R 32
- Libraries
- Marinas, commercial. Special Use Permit required. See R 33
- Nursing and convalescent homes, congregate and group care. Special Use Permit required.
 See R 27
- Orphanages and similar philanthropic institutions
- Post offices
- Private recreational vehicle campsites. See R 34
- Public parks
- Recreation facilities, private; including country clubs, private neighborhood parks & multifamily recreation areas where the principle use is permitted in a zone
- Recreation facilities, public
- Retreat centers. Special Use Permit required. See R 66
- Rural commercial recreational facilities. Rural commercial educational facilities. Special Use Permit required. **See R 66**
- Saddle, hunting, fishing, boating, & similar clubs. Special Use Permit required. See R 30
- Schools, including public & private, having a curriculum similar to those given in public schools. See R 35
- Shooting ranges, indoor. Special Use Permit required. See R 36
- Shooting ranges, outdoor. Special Use Permit required. See R 36
- Swim & tennis clubs. See R 37
- Swimming pool, private. See R 37

Commercial Uses:

• Animal clinics & hospitals; including totally enclosed kennels operated in connection with animal clinics or hospitals, veterinary offices. Special Use Permit required.

See R 45

- Animal shelter. See R 40
- Automobile parking lots & facilities for permitted uses in the district
- Composting facility. Special Use Permit required. See R 43
- Farm machinery sales & service. Special Use Permit required. See R 45

- Farm type enterprises (services). **See R 45**
- Kennels, commercial. See R 47
- Recreational vehicle parks or campsites. Special Use Permit required. See R 49
- Rural commercial. See R 50
- Signs as regulated by Article XI

Manufacturing, Industrial, & other High Intensity Uses:

- Landfill, building debris, private. Special Use Permit required. See R 54
- Rural Sawmill or planning mills. Special Use Permit required. See R 59
- Source Reduction Facility (processing & wholesale). Special Use Permit required.
 See R 67
- Winery. Special Use Permit required. See R 60

Public Works Facilities, Utilities, & Infrastructure Uses:

- Electric transmission distribution poles, towers supporting cable, lines, & related appurtenances
- Governmental public works facilities, utilities, infrastructure & appurtenances
- Natural gas distribution lines & related appurtenances
- Radio, television & similar transmitting towers but not including wireless telecommunication towers. Special Use Permit required. See R 61
- Sewage collection lines, pump stations & appurtenances
- Sewage treatment plants, non-governmental public. See R 62
- Solar Energy Systems. Rezoning to ACCD or RACD (see Section 11.6). See R 65
- Telephone & television cable poles, towers supporting cable, lines, & related appurtenances
- Water distribution lines, booster pumps, storage facilities & appurtenances
- Water treatment plants, non-governmental public. See R 62
- Wind energy structure. Special Use Permit required. See R 63
- Wireless telecommunications towers & facilities. See R 64

The regulations of this district are intended to encourage the continuance of agricultural uses as well as to ensure that residential development NOT having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide a healthful environment.

*Please visit our website at http://www.co.iredell.nc.us/236/Planning-Development and click on County Codes and Plans tab and select Land Development Code under Chapter 3 for more information, or call the Iredell County Planning & Development Department for information on R (performance requirement) numbers, special use permits, or any other questions.

Type: CONSOLIDATED REAL PROPERTY Recorded: 12/12/2022 4:20:18 PM Fee Amt: \$26.00 Page 1 of 3 Revenue Tax: \$0.00

Iredell County, NC
Renee L. Holland Register of Deeds

BK 2964 PG 1046 - 1048

REVENUE STAMPS: NONE

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

GENERAL WARRANTY DEED

Prepared by: Russell W. Chapman, Jr., Attorney at Law, 1251 Davie Avenue, Statesville, North Carolina 28677. NO TITLE OPINION RENDERED OR IMPLIED OR CLOSING HELD BY PREPARER

This deed, made and entered into this 12th day of December, 2022, by and between **Keith R. Martin, Single, and Kris Martin, Single**, whose address is: 153 Langtree Road, Mooresville, North Carolina 28117 ("**Grantor**") and **327 Lundy Road, LLC**, a North Carolina limited liability company, whose address is: 153 Langtree Road, Mooresville, North Carolina 28117 ("**Grantee**").

WITNESSETH:

The said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the said Grantee, the receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, and convey unto the said Grantee, and its heirs, successors and/ or assigns, those certain tracts or parcels of land lying and being in Olin Township, Iredell County, North Carolina, and more particularly described as follows:

PARCEL ONE:

Iredell County Tax PIN: 4758-06-9023

Property Addresses: 340 Lundy Road, Statesville, North Carolina 28625

Being the identical property conveyed to Kris Martin by Sheriff's Deed dated November 29, 2022 recorded at Deed Book 2964, Page 428, Iredell County Registry.

For a more particular description, the property conveyed herein is the identical property conveyed by Rachel W. Lowman to Jonathan Ray Lowman by general warranty deed dated May 04, 2004 recorded at Deed Book 1548, Page 967, Iredell County Registry, SUBJECT TO, a reserved life estate unto Rachel W. Lowman. Rachel Woodward Lowman died April 11, 2017 vesting fee simple title solely in the name of Jonathan Ray Lowman. See Book 103, Page 442, Iredell County Death Records.

The property conveyed herein is SUBJECT TO a thirty (30) foot wide easement and right of way more particularly described in Deed of Easement dated February 09, 2022 recorded at Deed Book 2895, Page 754, Iredell County Registry.

Page Count: ₹

R.O.T.C.

PARCEL TWO:

Iredell County Tax PINs: 4758-15-3176 and 4758-04-8269

Property Addresses: 327 Lundy Road, Statesville, North Carolina 28625

Being the identical property conveyed to Keith R. Martin by Trustee's Deed dated January 27, 2022 recorded at Deed Book 2895, Page 31, Iredell County Registry.

The property conveyed herein is NOT THE PRINCIPAL RESIDENCE OF THE GRANTOR.

To have and to hold the aforesaid tracts or parcels of land, together with all privileges and appurtenances thereunto belonging to it, the said Grantee and its heirs, successors and/ or assigns, in fee simple forever.

And the said Grantor does covenant that it is seized of said lands in fee and has the right to convey the same in fee simple, that the same is free and clear of all encumbrances, and that it will warrant and defend the title herein conveyed against the lawful claims of all persons whomsoever.

In Testinabove-written.		the said Grantor has hereunto set its hand and seal the day and year first
1/1	VII	(SEAL)
Keith	R. Martin	
Kh!	AC)	(SEAL)
Kris N	/lartin	
Seal-Stamp)	STATE OF NC, COUNTY OF Irede I, Patricia C. Abbott, a Notary
	7	Public of the County and State aforesaid, certify that Keith R. Martin
23	盖	personally appeared before me this day and acknowledged the
ott C : 10/6/23	ack	execution of the foregoing instrument. Witness my hand and official
cia C Abbott stary Public ell County, NC	Use Black Ink	stamp or seal, this 12th day of December, 2022.
Patricia Nota Iredell C		Notary Public
Patricia (Notary Iredell Co My commission		My Commission expires:

Seal-Stamp

STATE OF	NC	, COUNTY OF	Irede 11
I, Patricia	. <u>C</u> .	Abbott	, a Notary

Public of the County and State aforesaid, certify that Kris Martin personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this Aday of December, 2022.

Use Black Ink

Notary Public My Commission expires: $\frac{10/6}{23}$

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big 6 PropertiesUC Blue Ridge Land & Auction ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

(a) "Seller": 327 Lundy LLC	Chris Cartn	er Managin	g Member		
(b) "Buyer":(c) "Property": Street Address:	D Lundy Rd				
City: _Statesvi]	le	Zip: 28625	County: _ I	redell	, NC
Lot/Unit, I	Block/Section	, Subdivision/C	ondominium	redell	
Plat Book/Slide	at Page(s)	PIN/PID: 475	8140340.000	
Other description:	+/- 46.64 acres	and improve	ments	at Page _10	4.6
Government author Property shall inc	rity over taxes, zonin lude all the above re	g, school district eal estate describ	s, utilities, and red together wit	at Page10 mail delivery may diffe h all appurtenances the ted in paragraphs 2 and	er from address. The nereto including the
☐ ADDITIONAL PARCEL attached exhibit to this Contra					
Mineral rights ☑ are ☐ are not Timber rights ☑ are ☐ are not The Property ☐ will ☑ will not The Property ☐ will ☑ will not If a manufactured home(s) of Buyer and Seller are strongly	t included. ot include a manufact ot include an off-site an off-site or separa	and/or separate sate septic lot, boa	septic lot, boat s at slip, garage, p	parking space, or stora	ige unit is included,
(d) "Purchase Price": \$		paid in U.S.	Dollars upon the	e following terms:	
\$ 10,000.00		Γ MONEY DEPO		personal check	official bank check
\$		E of the Purchase the proceeds of a		t Closing (some or all	of which may be
(i) Buyer must deliver the Ear Effective Date or □ within fir and applied as part payment Contract. If the parties agree transfer, including the establishowever, Buyer shall be response	ve (5) days after the I of the purchase pric that Buyer will pay shment of any necess	Effective Date. To be of the Propert by electronic or sary account and	he Earnest Mon y at Closing or wire transfer, So providing any i	ey Deposit shall be he disbursed as otherwi- eller agrees to coopera- necessary information	ld by Escrow Agent se provided by this te in effecting such
(ii) Should Buyer fail to tim dishonored, for any reason, I wire transfer or electronic tra right to terminate this Contr Deposit. Seller may also seek	Buyer shall have one nsfer to the payee. If act upon written not	(1) banking day Buyer does not thice to Buyer, an	after written n nen timely deliv d Seller shall b	otice to deliver cash, or er the required funds, be entitled to recover	official bank check, Seller shall have the
(e) "Closing Date" (See paragrap	ո 8 for details)։ Aug	gust 4, 2025			
	/				
THE PARTIES AGREE THAT ANY EARNEST MONIES DE ANY INTEREST EARNED T CONSIDERATION OF THE	POSITED BY BUY THEREON SHALL	ER IN AN INT BE DISBURS	EREST-BEAR SED TO THE	RING TRUST ACCO E ESCROW AGENT	UNT AND THAT Γ MONTHLY IN



Page 1 of 8

North Carolina Association of REALTORS®, Inc.

Buyer Initials Seller Initials

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.

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(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: **Improvements on the property**

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 _08/04/2025 ______ (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.

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Buyer Initials	Seller Initials

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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 \square shall be prorated on a calendar year basis as of the date of Closing \square shall not be prorated. In the event that such income is not prorated, then the parties agree that \square Seller \square 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.
12 OTHER PROVICIONS AND DISCUSSINES
 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):
(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.
Page 3 of 8

Buyer Initials_

Seller Initials

Sample

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

gas rights has occurred or is intended.
(c) Lead-Based Paint Disclosure (check if applicable):
The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is
attached).
(d) Addenda (itemize all addenda and attach hereto):
□ Seller Financing Addendum (Form 2A5-T)
Short Sale Addendum (Form 2A14-T)
Form 610 Buyers Premium
(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:
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 \$ The name, address and telephone number of the president of
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:
Owners association website address, if any.
(specify name of association):
□ (specify name of association): whose regular assessments ("dues") are \$ 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.
writing and signed by an parales 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.
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Page 4 of 8

- 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 Contact 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:	(SEAL)	SELLER:	(SEAL)
Date:		Date:	
	(SEAL)		(SEAL
Date:		Date:	_
Entity Buyer		Entity Seller: 327 Lundy LLC	
(Name of LLC/Corporation/Partnership/Trust/etc.)		(Name of LLC/Corporation/Partnership/Trust/etc.)	
By:		Ву:	
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.

Page 7 of 8

Escrow Agent acknowledges receipt of the earnest moneterms hereof.	ey and agrees to hold and disburse the same in accordance with the
Date	Escrow Agent:
	By:(Signature)
SELLING AGENT INFORMATION:	
Individual Selling Agent: Sharon Roseman	Real Estate License #: 229274
☐ Acting as a Designated Dual A	gent (check only if applicable)
Individual Selling Agent Phone #: (828) 320-4726 Fax #	#:(828) 635-7363
Firm Name: Big 6 Properties	
Acting as Seller's (sub)Agent [☐ Buyer's Agent ☐ Dual Agent
Firm Mailing Address: PO Box 99 Taylorsville NC 2	28681
NCAL Firm License #: c31790	
LISTING AGENT INFORMATION:	
Individual Listing Agent: Sharon C. Roseman	Real Estate License #: 229274
☐ Acting as a Designated Dual A	
Individual Listing Agent Phone #: (828) 320-4726 Fax	#: _(828) 635-7363
Firm Name: Big 6 Properties	
Acting as ✓ Seller's (sub)Agent [☐ Dual Agent
Firm Mailing Address: PO Box 99 Taylorsville NC 2	28681
NCAL Firm License #: c31790	
BID CALLER INFORMATION:	
Auctioneer (Bid Caller) Name: Matthew Gallimore	NCAL License #: 10250
Co-List/Sell Age	
Matthew Gallimor	'e
UC Blue Ridge La	nd & Auction
	reet Floyd Va 24091
540-239-2585	
gallimore.matt@g	mail com
NCAL 10250 NCAF	
NC Broker 311692	Firm c35716

TBD

BUYER'S PREMIUM AGREEMENT AUCTION SALES

THIS AGREEMENT, between Big 6 Properties UC	Blue	Ridge	Land	&	Auction	, Firm, and
nto this 18 day of June , 20 25 , propromises, undertaking and considerations recited herein XXX Lundy Rd, Statesville, NC 28625 ("Property").					Carolina, is based tion of the following	
1. Firm is the agent of the Seller of the Property offered for conducted by including a buyer's premium of <u>Ten</u> Broker ("Buyer's Premium"). The actual contract sale price	<u>-</u>		upon th	ne fina	l high bid price as o	determined by the
2. Bidder desires to bid upon said Property.						
3. In consideration for the Seller and Firm allowing Bidder that if Bidder is the successful high bidder for the Property, the terms and conditions stated in the auction materials.						
4. Bidder acknowledges and agrees that inclusion and/or parhat Firm continues to act as the agent of Seller in the sale of			nium shall	not ma	ake Firm the agent	of the Bidder and
5. Bidder acknowledges that information on Lead-Based Residential Property and Owners' Association Disclosure S Disclosure Statement, if applicable, have been made available	tatement, if	applicable,	and a Min	eral a	nd Oil and Gas R	ights Mandatory
(initials) Bidder acknowledges receipt and acce	eptance of t	he terms an	d conditio	ns of	the auction to be	conducted.
THE NORTH CAROLINA ASSOCIATION OF REALTORS OR ADEQUACY OF ANY PROVISION OF THIS FORM I					N AS TO THE LEG	GAL VALIDITY
Bidder		Dat	e			
Bidder		Dat	e			
Entity Bidder:						
Name of LLC/Corporation/Partnership/Trust/etc.)						
Ву:	_	Dat	e:			
Name:						
UC Blue Ridge Land & Big 6 Properties Auction	_					
Firm						
By:	_	Dat	e:			

Page 1 of 1





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.

Propert	y:	Lundy Rd	, Statesville,	NC 28625	Chris	Cartner	Managing	Member
Buyer:								
Seller:	327	Lundy LI	rc.					

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.

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

Page 1 of 4



This form approved by: 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	. 🗖		
В.	Legal/Land Use Aspects			
	 Current or past title insurance policy or title search			
	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	. 🗖		
	hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)	. 🗖		
	Access via easement			
	14. Solar panel(s), windmill(s), cell tower(s) If yes, please describe:			
C.	Survey/Boundary Aspects			
	 Current or past survey/plat or topographic drawing available Approximate acreage:	. 🗖		
	 Encroachments Public or private use paths or roadways rights of way/easement(s) Financial or maintenance obligations related to same Communication, power, or other utility rights of way/easements Railroad or other transportation rights of way/easements Conservation easement Property Setbacks 			
	If yes, describe: 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)		

D.		Agricultural, Timber, Mineral Aspects	Yes	No	NR
	1	Agricultural Status (e.g., forestry deferral)			
		Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.)			
		TO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		_	
	3	If yes, describe in detail:	П		
		TC 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		_	
	4	Farming on Property: owner or tenant	П		
	5.	Presence of vegetative disease or insect infestation			
	6.	Timber cruises or other timber related reports			
	7.	•			
	/ •	If yes, monitored by Registered Forester?			
		If replanted, what species:	_	_	
	Q	Years planted: Harvest impact (other than timber)	П		
	0.		. 🖵	_	
		If yes, describe in detail:			
E.		Environmental Aspects			
	1				
		Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)			
		Underground or above ground storage tanks			
	•	If yes, describe in detail: Abandoned or junk motor vehicles or equipment of any kind			
	3.				
	4.	Past illegal uses of property (e.g., methamphetamine manufacture or use)			
		Federal or State listed or protected species present			
		If yes, describe plants and/or animals: Government sponsored clean-up of the property			_
	6.	Government sponsored clean-up of the property			
	7.	Groundwater, surface water, or well water contamination □ Current □ Previous	_		
	8.				
	9.	Wetlands, streams, or other water features			
		Permits or certifications related to Wetlands			
		Conservation/stream restoration			
	10.	. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)			
	1.1	If yes, describe in detail: The use or presence on the property, either stored or buried, above or below ground, of			
	11.				_
		i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material			
		If yes, describe in detail:ii. Other fuel/chemical			
		iii. Paint ☐ Lead based paint ☐ Other paint/solvents			
		iv. Agricultural chemical storage	. ப		
F.		Utilities			
1.		Cultures			
		Check all currently available on the Property and indicate the provider.			
		Water (describe):			
		Sewer (describe):			
		Gas (describe):			
		Electricity (describe):			_
		Cable (describe):			

DigiSign Verified - a4234b	da-e9d9-416a-966d-60889b7e2	ca8	
☐ Fiber Optic (desc☐ Telephone (desc☐ Private well (desc☐ Shared private w☐ Hauled water (desc☐ Description)	rnet (describe): cribe): cribe): cribe): rell or community well (describe escribe):	s):	
Instructions : Identify a		for Vacant Land Disclor g., "E/8") and provide furth	sure Statement er explanation in the second column.
	Attach addition	onal sheets as necessary	
	NA ASSOCIATION OF REA	LTORS®, INC., MAKES	NO REPRESENTATION AS TO THI H CAROLINA ATTORNEY BEFORI
Buver:	Date:	Seller:	Date:

Buyer:	Date:	Seller:	Date:
Buyer:	Date:	Seller:	Date:
Entity Buyer:		Entity Seller:	
(Name of LLC/Corpor	ration/Partnership/Trust/Etc.)	(Name of LLC/Corpo	oration/Partnership/Trust/Etc.)
Ву:		By: Chris Cantr	nen
Name:		Name: Chris (Cartner
		Title: Managing	Member
Date:		Date:04/17/2025	



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 $\sqrt{\ }$ 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:

rights, Seller m	akes the following disclosures:			
		Yes	No	No Representation
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.			~
Buyer Initials	2. Seller has severed the mineral rights from the property.		~	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		V	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.			
Buyer Initials	5. Seller has severed the oil and gas rights from the property.		V	
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		V	
	Note to Purchasers			
purchase th may under you must p calendar da whichever o	r does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the property, or exercise an option to purchase the property pursuant to a lease with certain conditions cancel any resulting contract without penalty to you as the purersonally deliver or mail written notice of your decision to cancel to the owner or yes following your receipt of this Disclosure Statement, or three calendar days following the transfer of the Disclosure Act permit you to cancel a correct of the case of a sale or exchange) after you have occupied the property, which is the case of a sale or exchange) after you have occupied the property.	th an chase the ov owing contra	optio r. To c vner's the d ct afte	n to purchase, you cancel the contract, agent within three ate of the contract, er settlement of the
perty Address:	TBD Lundy Rd, Statesville, NC 28625			
vner's Name(s):	Chris Cartner Managing Meml	ber		
vner(s) acknowle e signed.	dge having examined this Disclosure Statement before signing and that all inj	forma	tion i	s true and correct as o
ner Signature:	Chnis Cantnen Date	04/17/	/2025	,
vner Signature:	Date			
rchaser(s) acknow t this is not a wo subagent(s).	wledge receipt of a copy of this Disclosure Statement; that they have examined i arranty by owner or owner's agent; and that the representations are made by th	t befo he own	re sig ner ar	ning; that they under nd not the owner's ag
rchaser Signatui	re: Dat	:e		,
rchaser Signatus	Dat	- 0		

This form is required for use in all sales transactions, including residential and commercial.



Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is <u>not</u> 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 <u>not</u> 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	k all relationship types b	elow that may apply to this buye	r.	
you as a buyer agent written buyer agenc	t and be loyal to you. Y y agreement with you	ne agent who gave you this form You may begin with an oral agr before making a written offer of ferent real estate firm or be ur	eement, but your agent or oral offer for you. The	must enter into a
you agree, the real e the seller at the sam	state firm <u>and</u> any ager e time. A dual agent's l	ll occur if you purchase a prop nt with the same firm (compan oyalty would be divided betwe and equally and cannot help yo	y), would be permitted en you and the seller, bu	to represent you <u>and</u> it the firm and its
	gnate one agent to repr	rou agree, the real estate <u>firm</u> w resent you and a different agen		
*Any agreement betwan offer to purchase.	veen you and an agent th	hat permits dual agency must be	put in writing no later th	oan the time you make
purchase, but will <u>n</u>		ubagent): The agent who gave and has no loyalty to you. The nt.		
•		agent's duties and services, refer a gents" brochure at ncrec.gov (Pu		
Buyer's Signature	Print Name	Buyer's Signature	Print Name	Date
Sharon Roseman		229274	Big 6 Proper	ties
Agent's Name Ma	atthew Gallimone	Agent's License No.	Firm Name	
REC. 4.27 • 1/1/2022	04/16/2025	#311692 UC E	Blue Ridge La	nd & Auctio

"Seller": 327 Lundy LLC

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

Chris Cartner Managing Member

"Prope	erty": TBD Lundy Rd, Statesville, NC 28625	
1.	"Fee"), subject to the terms of this agreement:	grees to pay Selling Firm cooperative compensation as follows (the
2.	Property (the "Contract") during the term of this agreen any authorized assignee of Buyer, or any party authorize	on both Buyer and Seller signing a written contract for the sale of the nent. The Fee will be due and payable to Selling Firm when Buyer and by Buyer and Seller under the Contract or any amendment thereto aid at closing, as defined in the Contract, unless otherwise agreed.
3.	Firm, as applicable, and Selling Firm. This agreement with the expiration date in this paragraph, then this agreement until closing, as defined in the Contract, or until the C	This agreement shall be effective when signed by Seller or Listing ill terminate upon the earlier of closing, as defined in the Contract, or has been earned prior to such date. If the Fee has been earned prior to the shall not terminate and it will continue to be in full force and effect ontract is terminated, so long as such termination is not a result of Fee, Listing Firm will not be obligated to pay if Seller breaches the only to acknowledge and consent to the Fee.
4.	represents the entire agreement of the parties hereto. All This agreement may only be modified by a written doc	NFORCEMENT, AND GOVERNING LAW: This Agreement prior understandings and agreements are merged into this document. cument signed by all parties, and it may not be assigned except by instituted to enforce any provision of this agreement, the prevailing
		the non-prevailing party reasonable attorney's fees and court costs
	party in the proceeding shall be entitled to recover from incurred in connection with the proceeding. This agreement of UPLOAD THIS FORM TO THE MLS OR ATT	the non-prevailing party reasonable attorney's fees and court costs
Listing Agent By: (A	party in the proceeding shall be entitled to recover from incurred in connection with the proceeding. This agreement of UPLOAD THIS FORM TO THE MLS OR ATT	n the non-prevailing party reasonable attorney's fees and court costs ent is governed by North Carolina law. FACH IT TO A PURCHASE CONTRACT. NC REALTORS®
Listing Agent By: (A) Date: 0 Seller: Date: 1 Seller:	party in the proceeding shall be entitled to recover from incurred in connection with the proceeding. This agreement of the connection with the proceeding. The connection with the proceeding of the connection with the proceeding. The connection with the proceeding of the connection with the proceeding of the connection with the connection with the proceeding of the connection with the connec	n the non-prevailing party reasonable attorney's fees and court costs ent is governed by North Carolina law. FACH IT TO A PURCHASE CONTRACT. NC REALTORS® ITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION. Selling Firm: Big 6 Properties Agent Name (Print): Snaron Roseman By: (Agent Signature)

REALTOR®

UC Blue Ridge Land & Auction

Page 1 of 1

North Carolina Association of REALTORS®, Inc.



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