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 – Jeffrey Starnes and Sarah Starnes

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, August 5th, 2026 at 4 PM

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

See Paragraph 16 that addresses the **"SOFT CLOSE".**

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

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

OFFERING –

Legally described as:
+/- 55.5 acres; NC Pin # 370638218; Parcel ID # 08-121 - 1- 4-; DB 1956 PG 1964

+/- 22 acres; Non-Warranty Deed; DB 1993 PG 204; DOC # 10045992
Formerly owned by Duke Power Company and not shown as a separate tax parcel in the Caldwell County tax records because it is located within the floodplain.

Address:
TBD Sandbar Rd., Granite Falls, NC 28630

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, August 5th, 2026 at 4 PM (EST)**

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

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

Online Auction Terms & Conditions

1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval**.** This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.

2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com.** Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).

4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585 or Auctioneer Sharon Roseman at (828) 320-4726.

5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.

6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid $100,000 + 10% buyer's premium = total purchase price of $110,000).

7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land & Auction/Big6 Properties** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract

may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

8) **Earnest Money Deposit:** A **$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

9) **Closing:** Closing shall be on or before **Monday, September 21st, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.

10) **Easements:** The sale of the property is subject to any and all easements of record.

11) **Survey:** No survey is required to transfer title to the property. If the Buyer desires a survey, it shall be at the Buyer's sole expense.

* ***The purchase contract between the Seller and the successful bidder will allow the Buyer to obtain a survey before closing. The purchase will be subject to the Buyer's review and acceptance of the survey findings.***

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 separate deeds conveying the property to the buyer(s) for the

    +/- 55.5 portion, NC PIN # 370638218 by General Warranty Deed

    +/- 22-acre portion along river by North Carolina Non-Warranty Deed

14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.

15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country | Blue Ridge Land & Auction/Big6 Properties, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per North Carolina Administrative Code: 21 NCAC 04B .0605 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

21) **Other:** The tract adjoining the river with approximately 22 acres is in a flood zone and was conveyed to the current owner by a non-warranty deed with a limited legal description. There is no survey for the +/- 22-acre portion or the +/-55.5 -acre tract. Property currently is subject to a farm lease through the end of the year. Property is accessed by Sandbar Rd which is a private and non-state maintained.

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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

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

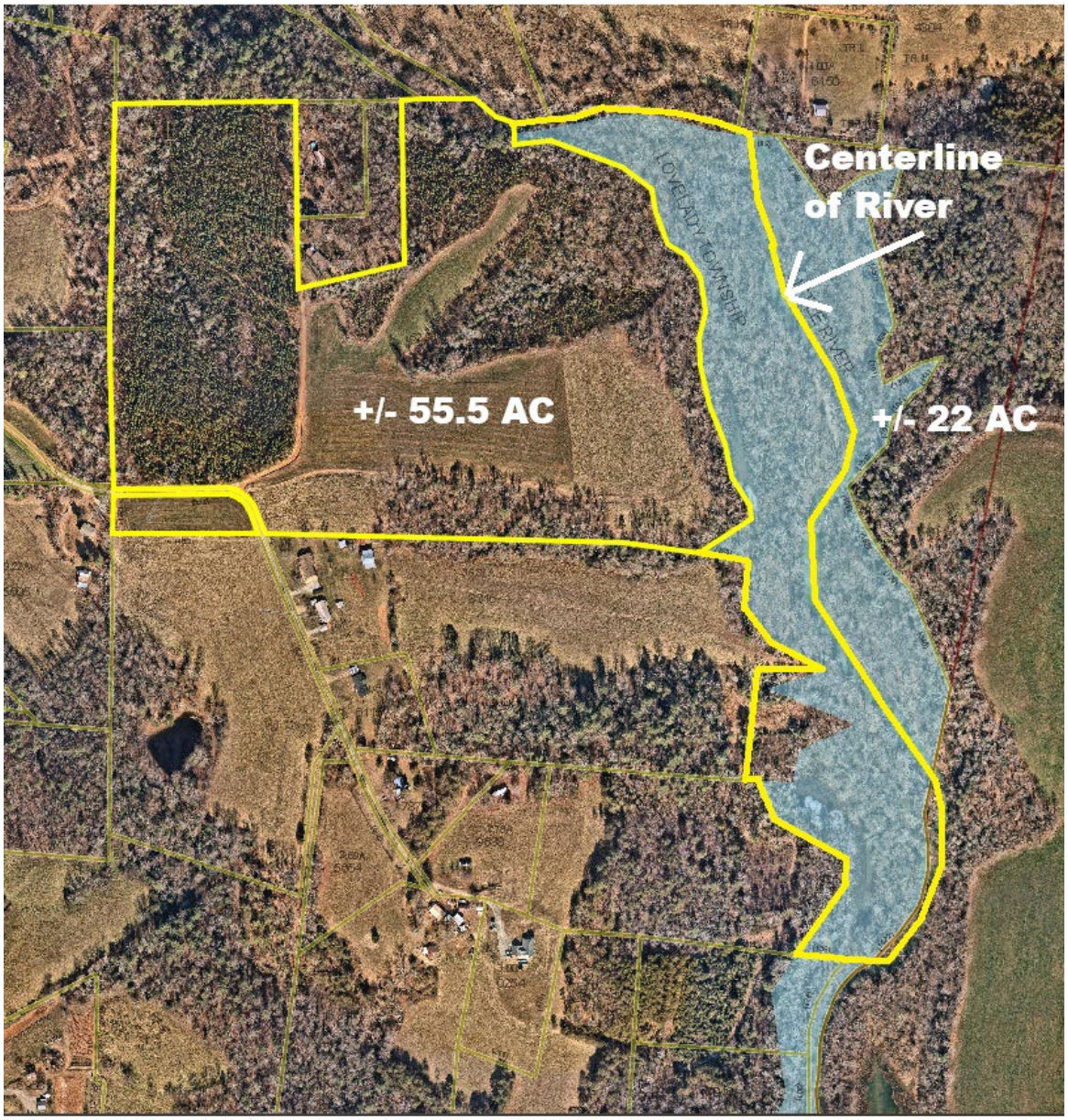
Sharon Roseman – United Country Big6 Properties
Owner, Real Estate Broker, Auctioneer
153 NC-16
Taylorsville, NC 28681
828-632-2446 office
828-320-4726

License #'s

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

GIS MAP

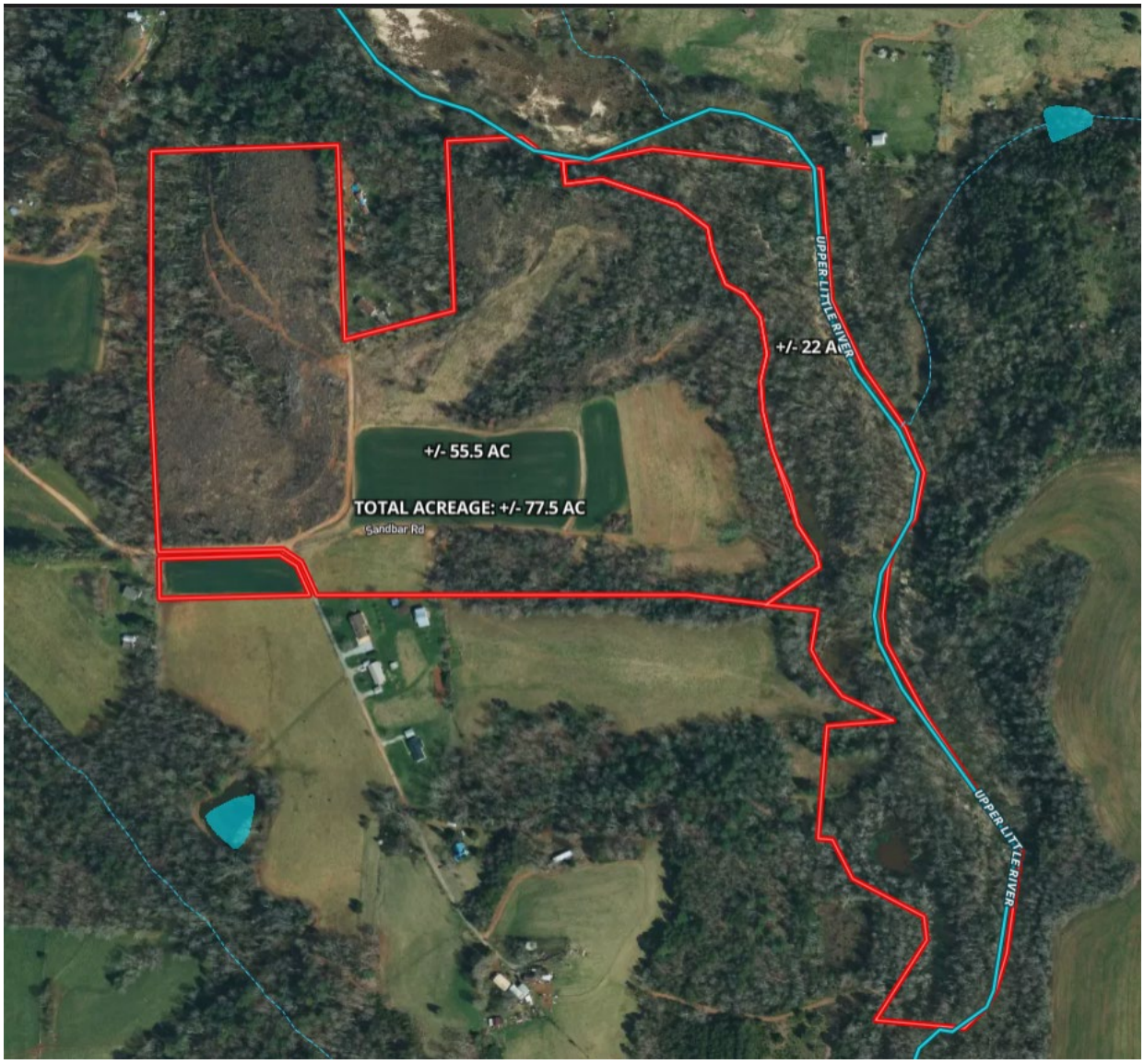
Caldwell County GIS Map



United Country Real Estate

Auction Services

Aerial

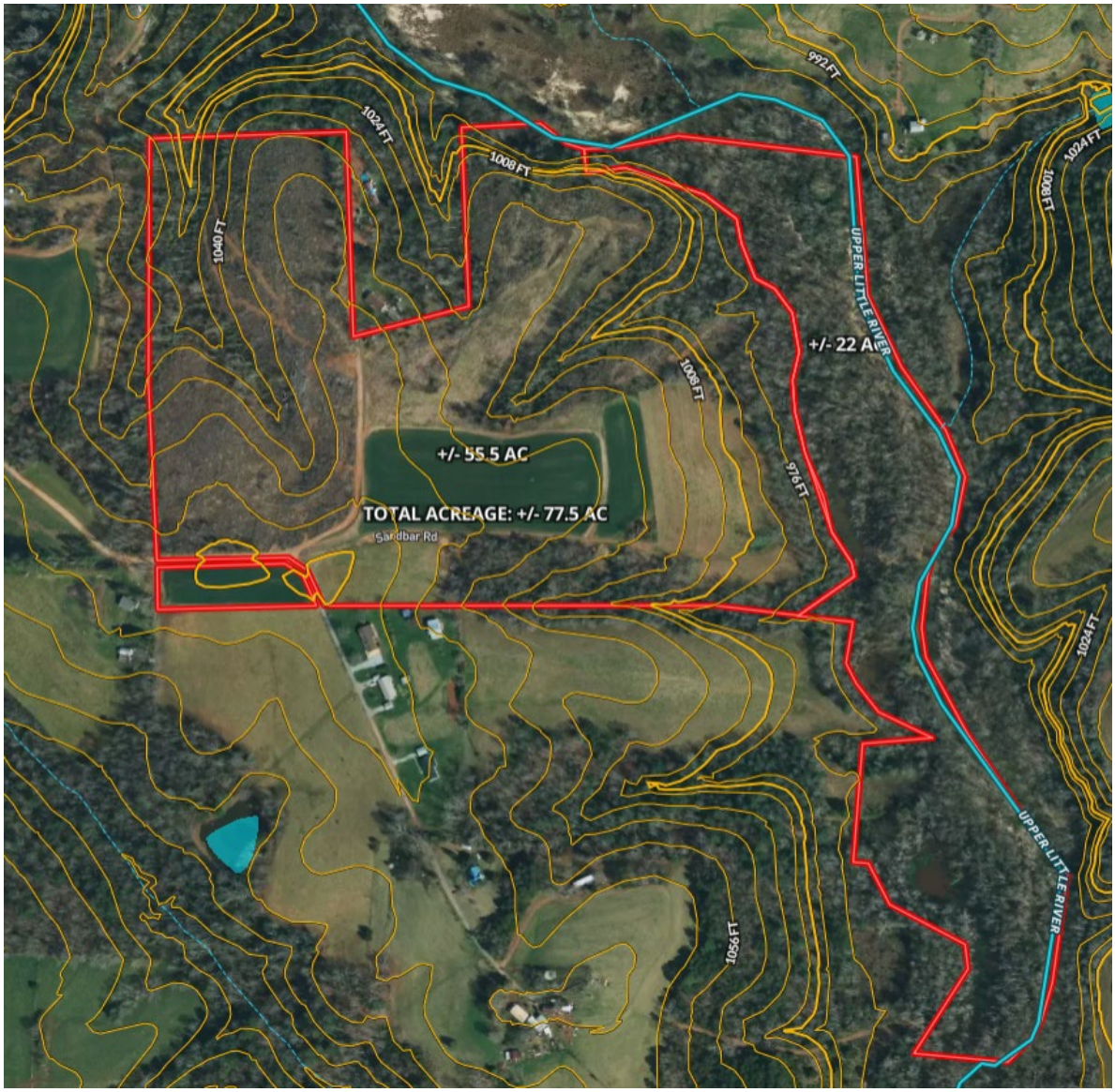


** Aerial and contour map show approximate boundaries. Use for illustration purposes only. **

United Country Real Estate

Auction Services

Contour



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

FEMA Map

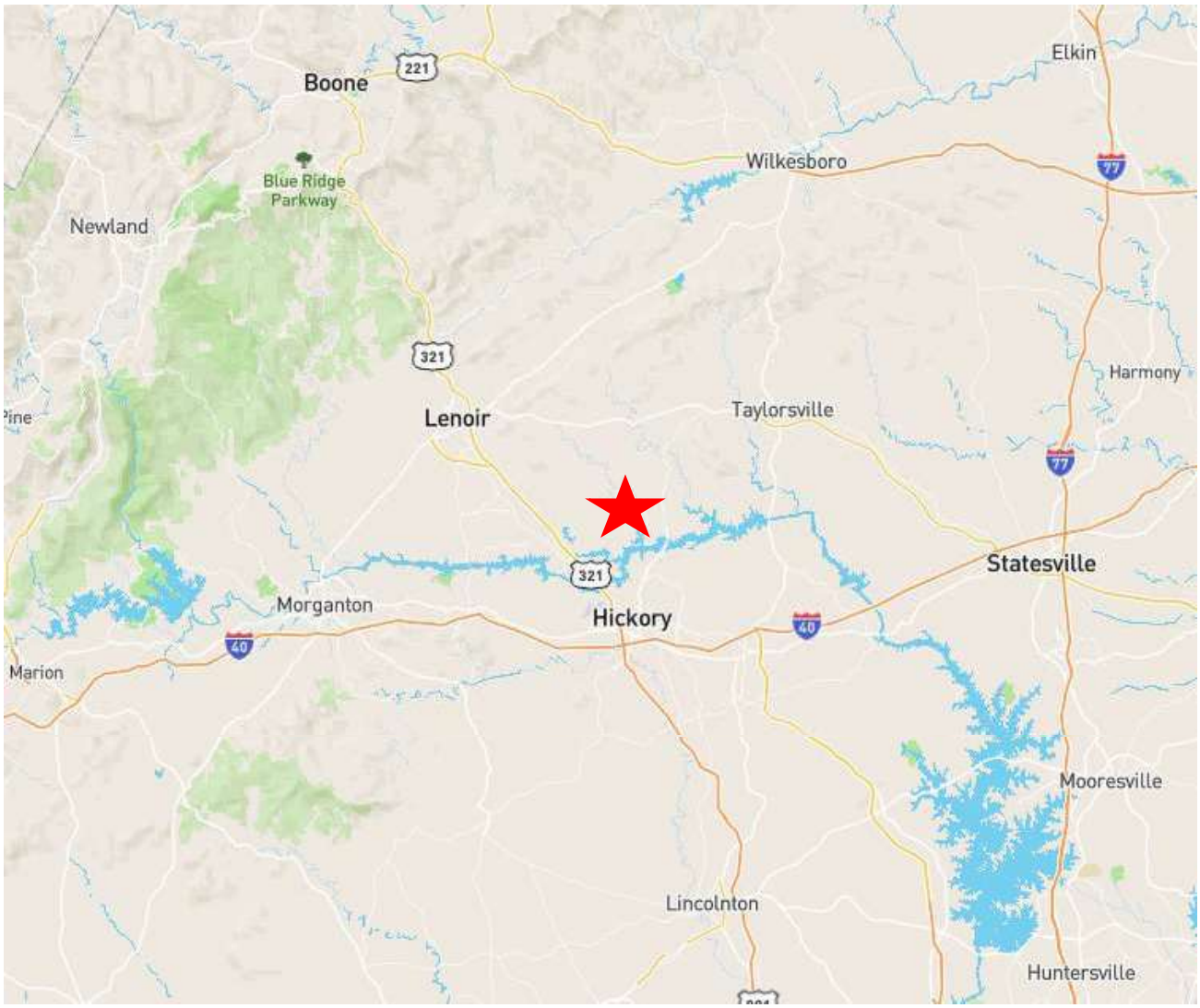
UPPER LITTLE RIVER
+/- 22 AC
+/- 55.5 AC
TOTAL ACREAGE: +/- 77.5 AC
Sandbar Rd
UPPER LITTLE RIVER

Neighborhood

TBD Sandbar Rd.,
Granite Falls, NC 28630

Location

TBD Sandbar Rd.,
Granite Falls, NC 28630



STARNES JEFFREY DALE STARNES SARAH L **Parcel ID: 08-121 - 1- 4-**

SANDBAR RD PLAT: 00000/00000 UNIQ ID 249942 SPLIT FROM ID

127906 ID NO: 3706.00 36 8218

COUNTY (100), GRACE CHAPEL (100), RESCUE GRACE CHAPEL (100)

Reval Year: 2025 Tax Year: 2026 BK 1956 PG 1964 YR 2019 ST 250.00 CARD NO. 1 of 1 55.5000 AC SRC=

Appraised By 03 on 02/08/2021 00056 NEIGHBORHOOD TW-08 CI- FR- **EX-** AT- LAST ACTION 20240627

CONSTRUCTION DETAIL

TOTAL POINT VALUE	0

BUILDING ADJUSTMENTS

TOTAL ADJUSTMENT FACTOR	0
TOTAL QUALITY INDEX	0

MARKET VALUE

USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB
01	00						

SINGLE FAMILY RESIDENTIAL
STYLE:

DEPRECIATION

	NORM
% GOOD	

CORRELATION OF VALUE

CREDENCE TO	MARKET
DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	
MARKET LAND VALUE - CARD	213,600
TOTAL MARKET VALUE - CARD	213,600
TOTAL APPRAISED VALUE - CARD	213,600
TOTAL APPRAISED VALUE - PARCEL	213,600
TOTAL PRESENT USE VALUE - LAND	23,900
TOTAL VALUE DEFERRED - PARCEL	189,700
TOTAL TAXABLE VALUE - PARCEL $	23,900

PERMIT

CODE	DATE	NO.

PRIOR APPRAISAL

ROUT: WTRSHD:

BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	193,000
PRESENT USE VALUE	23,600
DEFERRED VALUE	169,400
TOTAL VALUE	193,000

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
01956	1964	1	2019	WD*	U	V	125,000

HEATED AREA

NOTES

IH 1997 ADJ

SUBAREA TYPE	GS AREA		RPL CS	CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
SUBAREA TOTALS			0	TOTAL OB/XF VALUE															

BLDG DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
RURAL AC	0120				0.9300	4	0.8000	+00 +00 +00 +00 -20	RP	5,200.00	55.500	AC	0.740	3,848.00	213564		
TOTAL MARKET LAND DATA											55.5				213564		
AGRI II	5213				1.0000	5	1.0000		RP	430.00	55.500	AC	1.000	430.00	23865		
TOTAL PRESENT USE DATA											55.5				23,865		

BK 1956 PG 1964 - 1965 (2)
This document presented and filed:
01/30/2019 04:15:01 PM

Fee $26.00 Excise Tax: $250.00

10029790

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: ~~$260.00~~ 250.00 DV

Parcel Identifier No. 3706368218 Tax Map Number: 08121 1 4

Mail/Box to: Hamby & Hamby, P.A., P.O. Drawer A, Granite Falls, N.C. 28630

This instrument was prepared by: Dale L. Hamby

Brief description for the Index: 55 acres, Sandbar Road

THIS DEED made this 25th day of January, 2019, by and between

GRANTOR	GRANTEE
LEWIS P. ECKARD, unmarried	**JEFFREY D. STARNES and wife, SARAH L. STARNES** **5193 Starnes Road** **Granite Falls, N.C. 28630**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

BEGINNING on an iron stake near an oak stump in the old J.S. Starnes and J.L. Hall's line, a new corner, and said iron stake being at a point North 62 poles from M.E. Wilkes, J.S. Starnes & J.L. Hall's rock corner, and runs a new line East 66 poles and 20 links to a small black gum tree on the south side of a spring a new corner; thence still a new line and with the center of the branch general bearing South 87° East 55 poles more or less to the Upper Little River, Duke Power Company's line; thence with said river and Duke Power Company's line to a stake in Henry Bryant's line; thence with said Bryant's line west to a stone in said Bryant's line; thence South with the old Starnes' and Wikes' & J.L. Hall's line 100 poles, more or less to the BEGINNING, containing 60 acres, more or less.

EXCEPTING the following described land heretofore conveyed to Lawrence Bryant and wife, Florence E. Bryant, BEGINNING on a sourwood a line tree in the Harris & Starnes line a new

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

2

corner and runs South a new line 36 poles to a small dogwood about 50 feet southwest of the house then North 77k East 21 poles to a dogwood & poplar; then North 31 1/2 poles to a small Hickory in the South side of Little River; then West to Harris & Starnes corner; then on with their line 21 poles to the BEGINNING, containing 4 1/2 Acres, more or less.

See Deed Book 692, Page 1401, Caldwell County Registry. The above described property is conveyed with any rights the Grantor has in Sandbar Road, and subject to the rights of others in Sandbar Road, as well as to the rights of others in the existing roadway crossing the property leading to the 4 ½ acre exception set out above.

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

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

The above described property does not contain the principal residence of a Grantor

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

_____ (Entity Name)

Lewis P Eckard (SEAL)
LEWIS P. ECKARD

By: _____

Title:

_____ (SEAL)

By: _____

Title:

By: _____

Title:

SEAL-STAMP State of North Carolina – County of Caldwell

I, the undersigned Notary Public of the County and State aforesaid, certify that LEWIS P. ECKARD personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30th day of January, 2019.

My Commission Expires: 8/8/2020

Notary Public

DALE L. HAMBY NOTARY PUBLIC CALDWELL COUNTY, NC

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Printed by Agreement with the NC Bar Association – 1981 - Chicago Title Insurance Company

Important Information About the Approximately 22-Acre River Property

The eastern portion of the property being sold contains approximately 22 acres. This land is primarily a wooded recreational area located along the Upper Little River. The acreage is estimated using advanced mapping software according to estimated boundaries derived from sources sited below.

The property was conveyed to the Seller by a North Carolina Non-Warranty Deed dated July 14, 2020. The deed was prepared by Hamby & Hamby, P.A., of Granite Falls, North Carolina, telephone number (828) 523-1022. It is recorded as Document Number 10045992 and in Deed Book 1993, Page 204. Caldwell County NC.

This approximately 22-acre area was formerly owned by Duke Power Company. It is not shown as a separate tax parcel in the Caldwell County tax records because it is located within the floodplain.

A copy of the Non-Warranty Deed is available in the Bidder Pack. There is no current survey of this property. An aerial map is also included to show the approximate location and boundaries. The aerial map was prepared using Caldwell County GIS information and the property description contained in the Non-Warranty Deed.

The Non-Warranty Deed states that this +/- 22 acres lies to the east of the properties listed below and to the west of the Upper Little River centerline.

1. The Starnes property, PIN 3706368218, recorded in Deed Book 1956, Page 1964, containing approximately 55.5 acres. This property is also being sold with the approximately 22-acre river property.
2. The Hall property, PIN 3706358316, recorded in Deed Book 537, Page 261, containing approximately 35.87 acres.
3. The Cook property, PIN 3706441175, recorded in Deed Book 462, Page 249, containing approximately 16.39 acres.

Approximate Boundary Description

Northern Boundary: An extension of the northern boundary of the Starnes property east to the centerline of the Upper Little River.

Eastern Boundary: The centerline of the Upper Little River.

Southern Boundary: An extension of the southern boundary of the Cook property east to the centerline of the Upper Little River.

Western Boundary: The eastern boundaries of the Starnes, Hall, and Cook properties.

Caldwell County GIS appears to show these boundaries running generally along the western floodplain of the Upper Little River.

Boundary, Acreage, and Due Diligence Notice

The Real Estate Broker and Auctioneer used their best efforts to estimate the property boundaries and acreage using public information, including the Non-Warranty Deed, Caldwell County GIS map, and mapping software. However, the acreage and boundary locations are approximate and are not guaranteed.

All bidders should complete their own investigation and due diligence before bidding. The Real Estate Broker and Auctioneer are not attorneys or licensed land surveyors and cannot guarantee the legal description, acreage, or boundary locations.

The approximately 22-acre portion will be conveyed at closing by a North Carolina Non-Warranty Deed. It is being sold together with the adjoining approximately 55.5-acre property.

The purchase contract between the Seller and the successful bidder will allow the Buyer to obtain a survey before closing. The purchase will be subject to the Buyer's review and acceptance of the survey findings.

BK 1993 PG 203 - 204 (2) DOC# 10045992
This Document eRecorded: 07/14/2020 10:57:10 AM
Fee: $26.00 Tax: $28.00
Caldwell County, North Carolina
Wayne L. Rash, Register of Deeds

NORTH CAROLINA NON WARRANTY DEED

Excise Tax: $28.00

Mail/Box to: Hamby & Hamby, P.A., P.O. Drawer A, Granite Falls, N.C. 28630

This instrument was prepared by: Dale L. Hamby, without title search, closing or proration of taxes

Brief description for the Index: Property East of PINs 3706368218, 3706358316 and 3706441175 to centerline of Upper Little River

THIS DEED made this 14th day of July, 2020, by and between

GRANTOR	GRANTEE
STEWART A. ROBBINS and wife, SANDRA TIMMONS ROBBINS	**JEFFREY DALE STARNES and wife, SARAH L. STARNES** **5193 Starnes Road** **Granite Falls, NC 28630**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

BEING all of Grantors' property lying to the East of Grantees' property described in Deed Book 1956, Page 1964, Caldwell County Registry and to the East of property currently owned by Claude Oscar Hall and Judy Hall, described in Deed Book 537, Page 261, Caldwell County Registry, described on the Caldwell County Tax Records as Parcel Identification Number 3706358316, and the property owned by Clyde Thompson Cook and wife, Hilda S. Cook, described in Deed Book 462, Page 249, Caldwell County Registry and described on the Caldwell County Tax Records as Parcel Identification Number 3706441175 extending from Grantees', Hall's and Cook's Eastern lines as described in said Deeds to the centerline of Upper Little River, bounded by Grantee's Northern line and Cook's Southern line as extended from their present position to the centerline of Upper Little River. The Western boundary of this conveyance shall be Grantees', Hall's and Cook's present Eastern line; the Northern boundary shall be an extension of Grantees' northern boundary in an Easterly direction to the centerline of Upper Little River; the Southern Boundary shall be an extension of Cook's Southern property line in an easterly direction to the centerline of Upper Little River; and the Eastern

Submitted electronically by "Hamby & Hamby, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Caldwell County Register of Deeds.

Boundary shall be the centerline of Upper Little River as it meanders, from the intersection of the Northern Boundary to the Southern Boundary.

The above described property was formerly owned by Duke Power Company and is not designated on the Caldwell County Tax records since it is in a flood plain.

See Deed Book 1598, Page 465; Deed Book 1266, Page 790; and Deed Book 1266, Page 799, Caldwell County Registry, Caldwell County Registry

The draftsman of this instrument did not perform a title search, makes no representations as to title, did not perform a closing and did not prorate taxes.

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.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

The above described property does not contain the principal residence of a Grantor. The draftsman of this instrument did not perform a title search, makes no representations as to title or right of way, did not perform a closing and did not prorate taxes.

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

_____ (Entity Name)	Stewart A. Robbins (SEAL) **STEWART A. ROBBINS**
By: _____	Sandra T. Robbins (SEAL) **SANDRA TIMMONS ROBBINS**
Title:	
By: _____	_____ (SEAL)
Title:	
By: _____	_____ (SEAL)
Title:	

SEAL-STAMP State of North Carolina – County of Caldwell

I, the undersigned Notary Public of the County and State aforesaid, certify that STEWART A. ROBBINS and SANDRA TIMMONS ROBBINS personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 14th day of July, 2020.

My Commission Expires: 8/8/2020

Notary Public

DALE L. HAMBY NOTARY PUBLIC CALDWELL COUNTY, NC

SAMPLE

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

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

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

(a) "**Seller**": **JEFFREY DALE STARNES , SARAH L STARNES**

(b) "**Buyer**": _____

(c) "**Property**": Street Address: **SANDBAR RD**

City: **GRANITE FALLS** Zip: **28630** County: **CALDWELL**, NC

Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____

Plat Book/Slide _____ at Page(s) _____ PIN/PID: **08121 14**

Other description: **Lovelady Township; +/- 55.5 acres**

Some or all of the Property may be described in Deed Book **1956** at Page **1964**

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.

[X] 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 [X] are [ ] are not included.
Timber rights [X] are [ ] are not included.
The Property [ ] will [X] will not include a manufactured (mobile) home(s).
The Property [ ] will [X] 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:

$ **10,000.00** EARNEST MONEY DEPOSIT as [ ] cash [ ] personal check [ ] official bank check [ ] wire transfer [ ] electronic transfer

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

(i) Buyer must deliver the Earnest Money Deposit to _____ ("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): **Sept 21st, 2026**

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.

SAMPLE

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

2. **FIXTURES:**

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

_____

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: _____

_____

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

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 **09/21/2026** (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

SAMPLE

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, [X] 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 [X] 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 [X] 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): **+/-22 AC Non Warranty Deed** 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

[X] 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):*

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

OR

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

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

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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)
☒ **Additional Parcel Exhibit**
☒ **Vacant Land Disclosure Form 142**
☐ _____

(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: _____

_____

(f) **Other:** **The tract adjoining the river with approximately 22 acres is in a flood zone and was conveyed to the current owner by a non-warranty deed with a limited legal description. There is no survey for the +/- 22-acre portion or the +/-55.5 -acre tract. Property currently is subject to a farm lease through the end of the year. Property is accessed by Sandbar Rd which is a private and non-state maintained. The purchase contract between the Seller and the successful bidder will allow the Buyer to obtain a survey before closing. The purchase will be subject to the Buyer's review and acceptance of the survey findings.**

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.

SAMPLE

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]

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

BUYER:

_____ (SEAL)

Date: _____

_____ (SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____ (SEAL)
JEFFREY DALE STARNES

Date: _____

_____ (SEAL)
SARAH L STARNES

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

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SAMPLE

WIRE FRAUD WARNING

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

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

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

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Buyer Initials _____ _____ Seller Initials _____ _____

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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: **Matt Gallimore** Real Estate License #: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: **UNITED COUNTRY BLUE RIDGE LAND & AUCTION**
Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: **Matt Gallimore** Real Estate License #: **311692 & 10250**
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)745-2005** Fax #: _____ Email: **gallimore.matt@gmail.com**

Firm Name: **UNITED COUNTRY BLUE RIDGE LAND & AUCTION**
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

Firm Mailing Address: **102 S Locust ST**
Floyd, VA 24091

NCAL Firm License #: **10299 & C3516**

BID CALLER INFORMATION:

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

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SAMPLE

ADDITIONAL PARCEL EXHIBIT (# 1 of 1)

Use this exhibit if you need to identify parcels in addition to any Property already stated in the Contract or listing agreement.

Seller: **JEFFREY DALE STARNES , SARAH L STARNES**

Buyer: _____

Property (identified in the Contract/Agreement): **SANDBAR RD, GRANITE FALLS, 28630**

This Exhibit is attached to and made a part of ☐ Form 2-T ☐ Form 12-T ☐ Form 101 or ☐ Form 103. In addition to the Property described in the Contract, listing agreement, or other Additional Parcel Exhibit, as applicable, the following parcels are also added and included in the definition of "Property."

☒ Street Address: **Sandbar Rd.**
City: **Granite Falls** Zip: **28630** County: **Caldwell**, NC
Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
Plat Book/Slide _____ at Page(s) _____ PIN/PID: **NONE ASSIGNED/DUKE POWER**
Other description: **Lovelady Township; +/- 22 acres**
Some or all of the Property may be described in Deed Book **1993** at Page **204**
A copy of this parcel's deed ☐ is ☒ is not attached.

This parcel ☐ will ☐ will not include a manufactured or mobile home.
This parcel ☐ will ☐ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

☐ Street Address: _____
City: _____ Zip: _____ County: _____, NC
Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____
Other description: _____
Some or all of the Property may be described in Deed Book _____ at Page _____
A copy of this parcel's deed ☐ is ☐ is not attached.

This parcel ☐ will ☐ will not include a manufactured or mobile home.
This parcel ☐ will ☐ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

If any parcel above includes a manufactured or mobile home or an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit, then attach an Additional Provisions Addendum (Form 2A11-T) and describe here: _____

IN THE EVENT OF A CONFLICT BETWEEN THIS EXHIBIT AND THE CONTRACT, THIS EXHIBIT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE 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.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) **JEFFREY DALE STARNES** (Signature) _____ (Date) _____

Seller: (Name) **SARAH L STARNES** (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

REALTOR®

This form jointly approved by:
North Carolina Bar Association
NC REALTORS®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A11-T
Revised 7/2025
© 7/2025

United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091 Phone: **5407452005** Fax: **5407454401** **Jeffrey Dale**
Matt Gallimore

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SAMPLE

BUYER'S PREMIUM AGREEMENT
AUCTION SALES

THIS AGREEMENT, between **UNITED COUNTRY BLUE RIDGE LAND & AUCTION**, Firm, and _____, Bidder, entered into this **5th** day of **August**, **2026**, 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: **SANDBAR RD, GRANITE FALLS, 28630** ("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 **10 PERCENT** upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.

2. Bidder desires to bid upon said Property.

3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.

4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.

5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

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

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

_____ Bidder _____ Date

_____ Bidder _____ Date

Entity Bidder:

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

By: _____ Date: _____

Name: _____ Title: _____

UNITED COUNTRY BLUE RIDGE LAND & AUCTION
Firm

By: _____ Date: _____
Matt Gallimore

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.**	[ ]	[ ]	[ ]
_____ 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.**	[ ]	[ ]	
_____ 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.**	[ ]	[ ]	
_____ Buyer Initials	**6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.**	[ ]	[ ]	

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: **SANDBAR RD, GRANITE FALLS, 28630**

Owner's Name(s): **JEFFREY DALE STARNES , SARAH L STARNES**

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: **JEFFREY DALE STARNES** Date _____

Owner Signature: **SARAH L STARNES** 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 _____

United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091 Phone: **5407452005** Fax: **5407454401** **Jeffrey Dale Matt Gallimore**

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VACANT LAND DISCLOSURE STATEMENT

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

Property: **SANDBAR RD, GRANITE FALLS, 28630**
Buyer: _____
Seller: **JEFFREY DALE STARNES , SARAH L STARNES**

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 ..... If yes, please describe: _____	☐	☒	☐
2. Current or past soil evaluation test (agricultural, septic, or otherwise).....	☐	☒	☐
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).....	☐	☒	☐
7. Landfill operations or junk storage ..... ☐ Previous ☐ Current ☐ Planned ☐ Legal ☐ Illegal	☐	☒	☐
8. Drainage, grade issues, flooding, or conditions conducive to flooding	☒	☐	☒
9. Gravesites, pet cemeteries, or animal burial pits.....	☐	☒	☐
10. Rivers, lakes, ponds, creeks, streams, dams, or springs..... Little River	☒	☐	☐
11. Well(s)..... ☐ Potable ☐ Non-potable Water Quality Test? ☐ yes ☐ no depth _____; shared (y/n) _____; year installed _____; gal/min _____	☐	☒	☐
12. Septic System(s).....	☐	☒	☐

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: _____

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REALTOR®
This form approved by:
NC REALTORS®
Seller Initials _____ _____ Buyer Initials _____ _____

EQUAL HOUSING OPPORTUNITY

United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091 Phone: 5407452005 Fax: 5407454401 Jeffrey Dale
Matt Gallimore
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	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

	Yes	No	NR
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: Caldwell City: Granite Falls			
10. Current zoning: AG			
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

	Yes	No	NR
1. Current or past survey/plat or topographic drawing available.....	☐	☒	☐
2. Approximate acreage: _____			
3. Wooded Acreage ±30.25 ; Cleared Acreage ± 37.45			
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 ....Power line.....	☒	☐	☐
7. Railroad or other transportation rights of way/easements.....	☐	☒	☐
8. Conservation easement	☐	☒	☐
9. Property Setbacks..... If yes, describe: County Code	☒	☐	☐
10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)...Flood Area..by River	☒	☐	☐
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: _____	☐	☒	☐

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D. Agricultural, Timber, Mineral Aspects

	Yes	No	NR
1. Agricultural Status (e.g., forestry deferral)	☐	☐	☒
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.)	☒	☐	☐
If yes, describe in detail: Yearly FARM Lease			
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)	☐	☒	☐
If yes, describe in detail:			
4. Farming on Property: ☐ owner or ☒ tenant	☒ owner	☐ tenant	☐
5. Presence of vegetative disease or insect infestation	☐	☒	☐
6. Timber cruises or other timber related reports	☐	☒	☐
7. Timber harvest within past 25 years	☒	☐	☐
If yes, monitored by Registered Forester?	☐	☐	☒
If replanted, what species: Loblolly Pine	☐	☐	☐
Years planted: +/- 10 years			
8. Harvest impact (other than timber)	☐	☒	☐
If yes, describe in detail:			

E. Environmental Aspects

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

F. Utilities

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

- ☐ Water (describe): _____
- ☐ Sewer (describe): _____
- ☐ Gas (describe): _____
- ☐ Electricity (describe): _____
- ☐ Cable (describe): _____

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- [ ] High Speed Internet (describe): _____
- [ ] Fiber Optic (describe): _____
- [ ] Telephone (describe): _____
- [ ] Private well (describe): _____
- [ ] Shared private well or community well (describe): _____
- [ ] Hauled water (describe): _____
- [ ] Other (describe): _____

Explanation Sheet for Vacant Land Disclosure Statement	
Instructions: Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.	
A 8	Potential Flood Area by Little River
A 10	Little River is back border of Property. This section was
	deeded to current owner from Duke Power
C5	Property is Accessed by Sandbar Road which is a privately
	Maintained right of way.
C6	Has Access to power.
C10	Flood AREA BY River
D2	There is a yearly Farm Lease
D7	Timber was cut and replanted approximately 10 years
	with loblolly pine
E9	Little River adjoins back of Property
Attach additional sheets as necessary	

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Entity Buyer:

_____

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

By: _____

Name: _____

Title: _____

Date: _____

Seller: _____ Date: 06/26/2026

JEFFREY DALE STARNES

Seller: _____ Date: 06/26/2026

SARAH L STARNES

Entity Seller:

_____

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

By: _____

Name: _____

Title: _____

Date: _____

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