



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 – Eric B. Cole

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

AUCTION DATE – Tuesday, June 16th, 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:

+/- 6.955 Acres and Improvements; Cove Creek and Meat Camp Townships; PIN/PID #1992-48-3613-000 & PIN/PID 1992-48-4858-000; Deed Book 2275 Page 621-624; Plat Book 17 Page 189

Address:

6985 Junaluska Road, Boone, NC 28607

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, June 16th, 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 **Friday, July 31st, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country | Blue Ridge Land & Auction/Big6 Properties, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

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

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

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

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



Aerial

Auction Services



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

Contour



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



Neighborhood

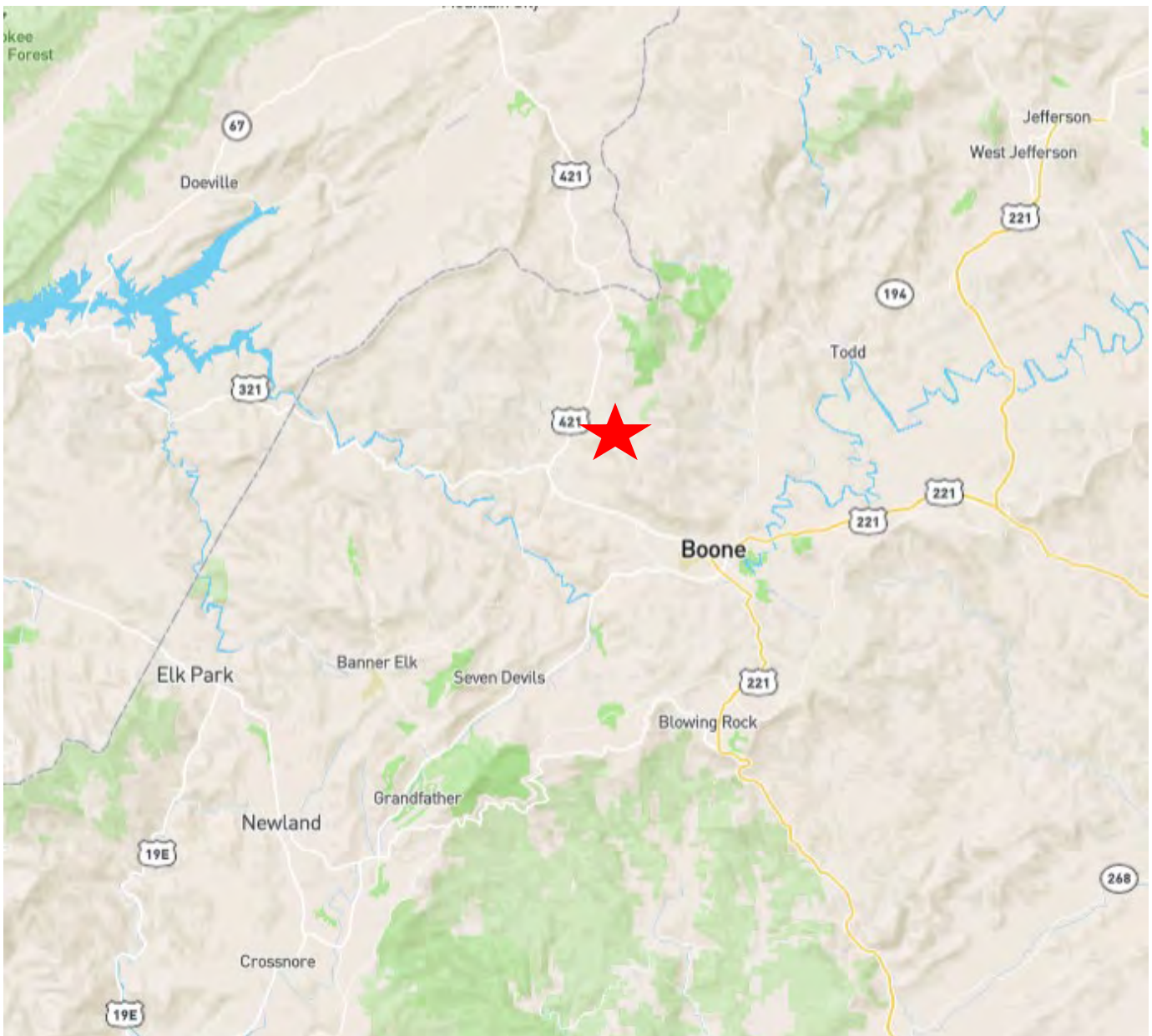
6985 Junaluska Rd.
Boone, NC 28607





Location

6985 Junaluska Rd.
Boone, NC 28607





Carolina MeasurePro
Measuring the Carolinas

168 Oakbrook Drive
Advance, NC 27006

336-355-7971

Raini@CarolinaMeasurePro.com

upon completion These measurements and calculations are performed in accordance with the ANSI z765-2021 Measurement Standard for Calculating Square Footage in Single-Family Residential Buildings

These measurements and calculations are certified as to their accuracy by the NCREC Licensee noted in this report

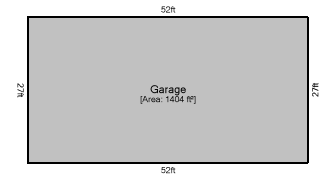
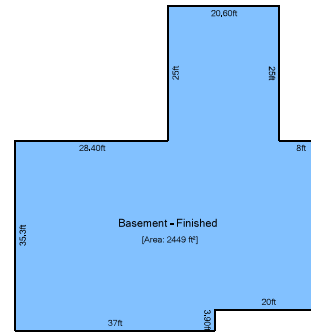
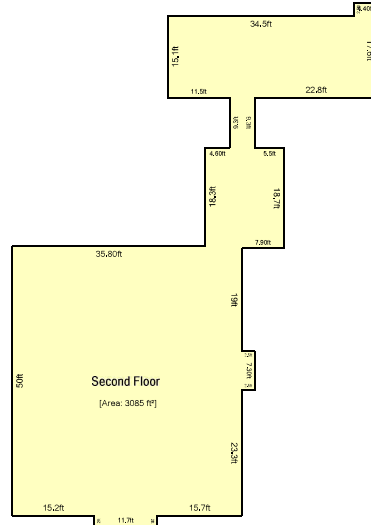
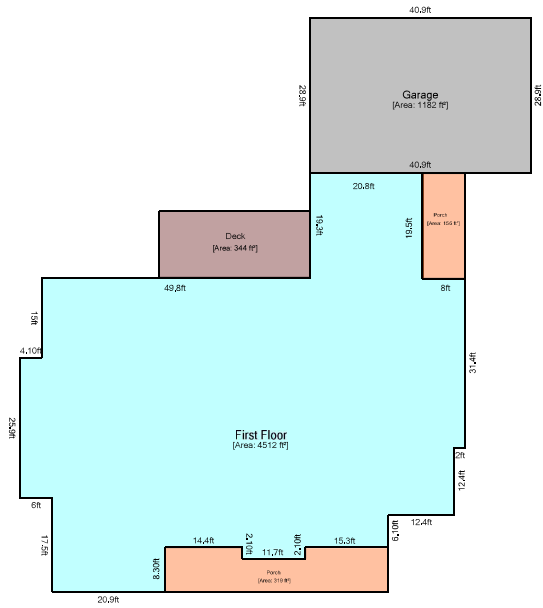
GREEN & BLUE TOTALS ARE BILLABLE SQUARE FOOTAGE

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Carolina MeasurePro®
Carolina Realty Services LLC

NCREC License C-39034

Certified Residential Measure Report		Report Date	Measure Date	Report/PIN #						
		30JUL25	29JUL25	1992483613						
Property Address:		6985 Junaluska Rd, Boone NC		AG Code:	GIRO					
Avert	SFR	County:	Watauga	Measured By NCREC Licensee:	RD Williams					
Residential Measure Calculations										
Area Description	Below Grade	Above Grade Heated Living Area	Below Grade Heated Living Area	Heated Non-Living Area	Non-Heated Non-Living Area	Garage (HEATED) Carport Porte/Coch	Ceiling Height Area Exclusion	Other	Decks Porches Patios Balcony	
1 st Floor		4512				1182			819	
2 nd Floor		3085								
3 rd Floor										
Lower Level	X									
Basement	X		2449							
Garage						1404				
TOTALS		7597	2249			2586				
Heated Living Area Square Footage		9846		2586	Non-Heated and/or Non-Living Area Square Footage					
Tax Card HLA Comparison		7404		12432	TOTAL SQUARE FOOTAGE			+		
*NOTES:										

Sketch



28 ft

Living Area	Nonliving Area	
First Floor	4511.81 ft ² Garage	1182.01 ft ²
Second Floor	3084.99 ft ² Porch	156.00 ft ²
Basement - Finished	2449.10 ft ² Deck	344.40 ft ²
	Porch	319.05 ft ²
	Garage	1404.00 ft ²
Total Living Area (rounded):	10046 ft² Total Non-Living Area (rounded):	3405 ft²

See accompanying report to identify standard used on this measure. Appliances and furniture are representative only and may, or may not, exist. Not to be used for construction purposes.

©2009-2025 Carolina MeasurePro

My New Project

SUBMITTED BY
Raini Williams
raini@carolinameasurepro.com
9196301479

CREATED ON
2025-07-29

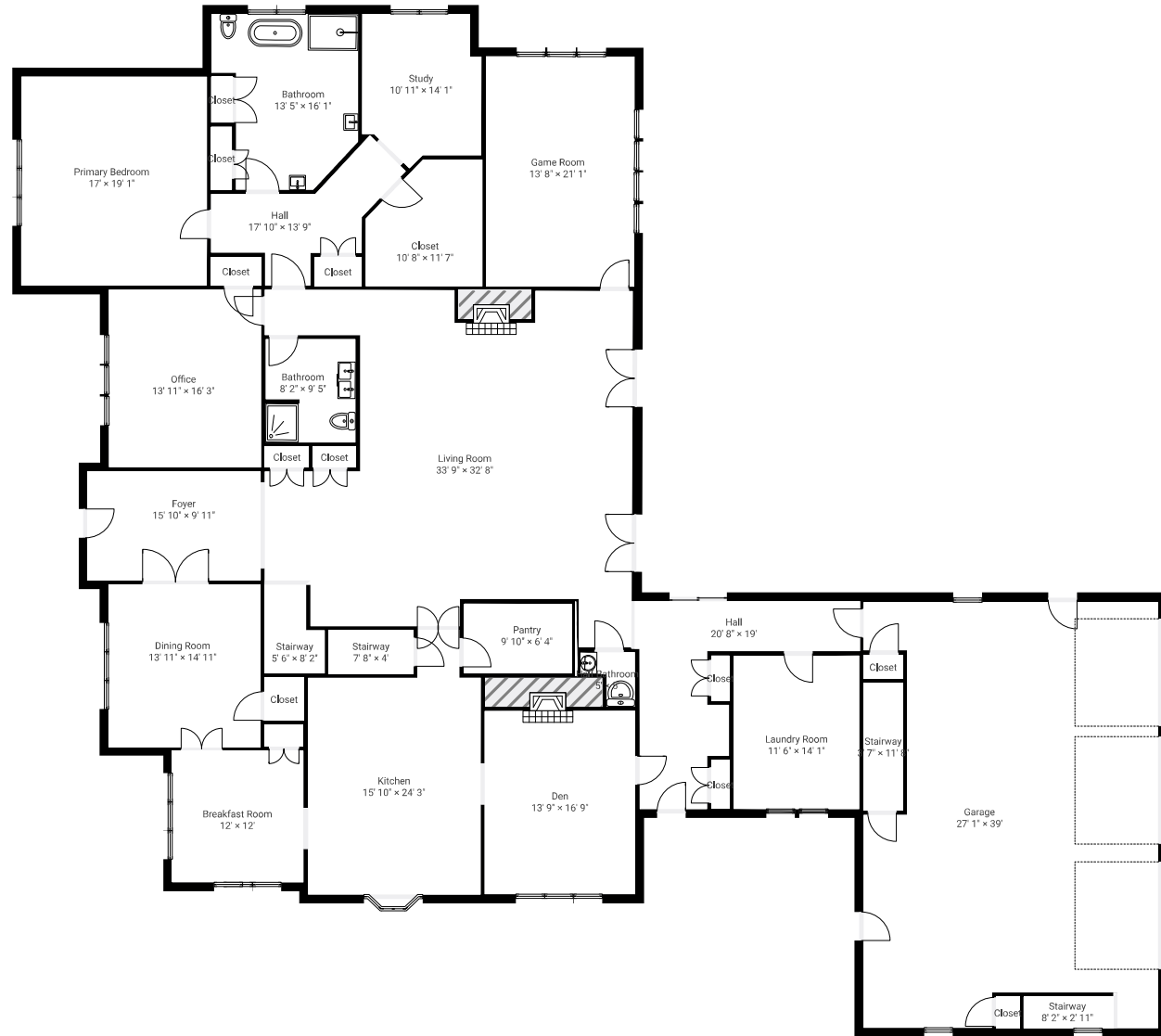
LOCATION
6985 Junaluska Rd
Boone
NC

Raini Williams
168 Oakbrook Dr
Advance
NC
Raini@carolinameasurepro.com
CarolinaMeasurePro.com
919-630-1479

This floor plan is provided without warranty as to its absolute accuracy. Not to be used for construction purposes.

0' 4' 8' 12' 16'
1:154

▼ 1st Floor



My New Project

SUBMITTED BY
Raini Williams
raini@carolinameasurepro.com
9196301479

CREATED ON
2025-07-29

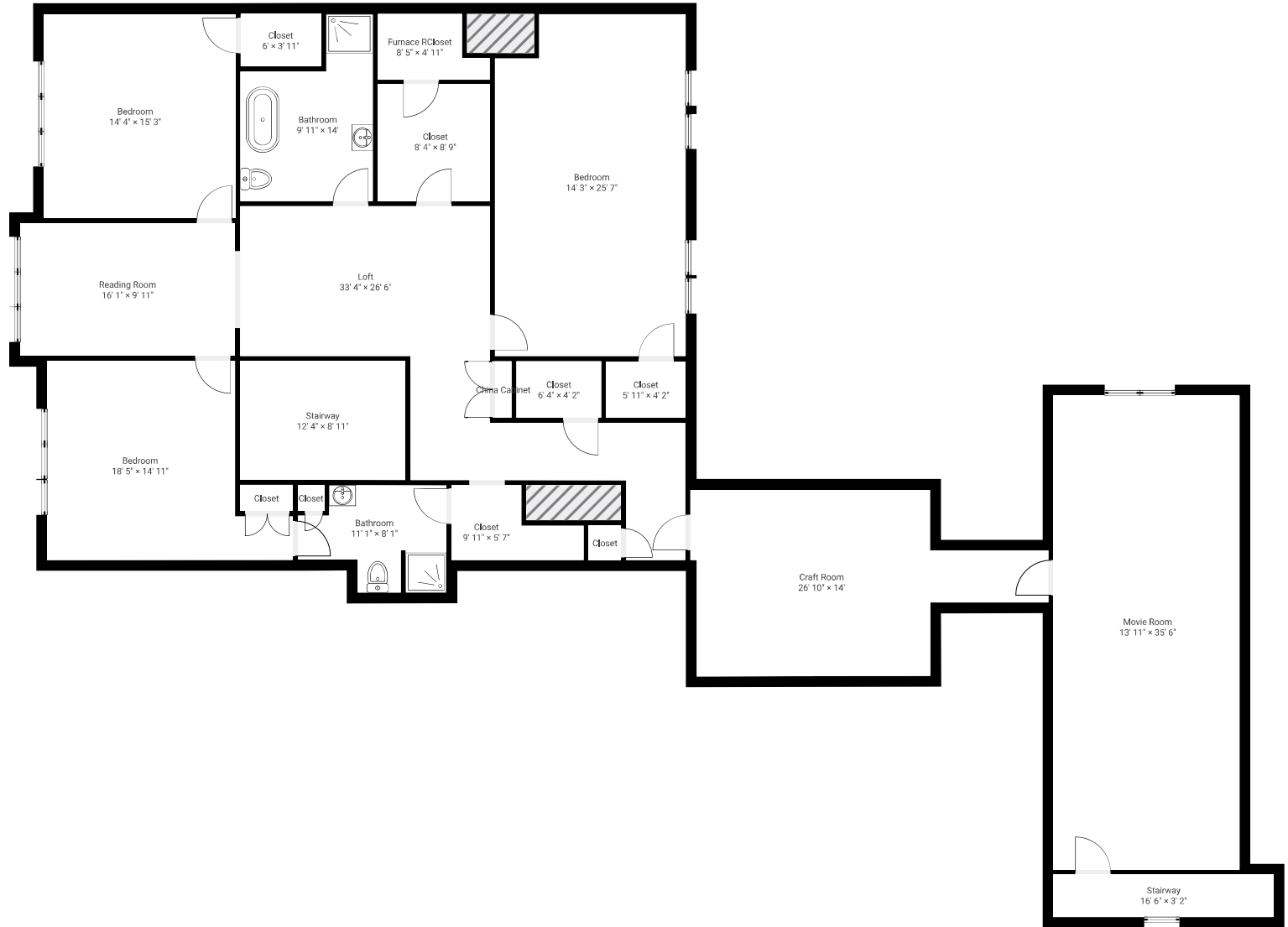
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CarolinaMeasurePro.com
919-630-1479

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0' 4' 8' 12'
1:114

▼ 2nd Floor



My New Project

SUBMITTED BY
Raini Williams
raini@carolinameasurepro.com
📞 9196301479

CREATED ON
2025-07-29

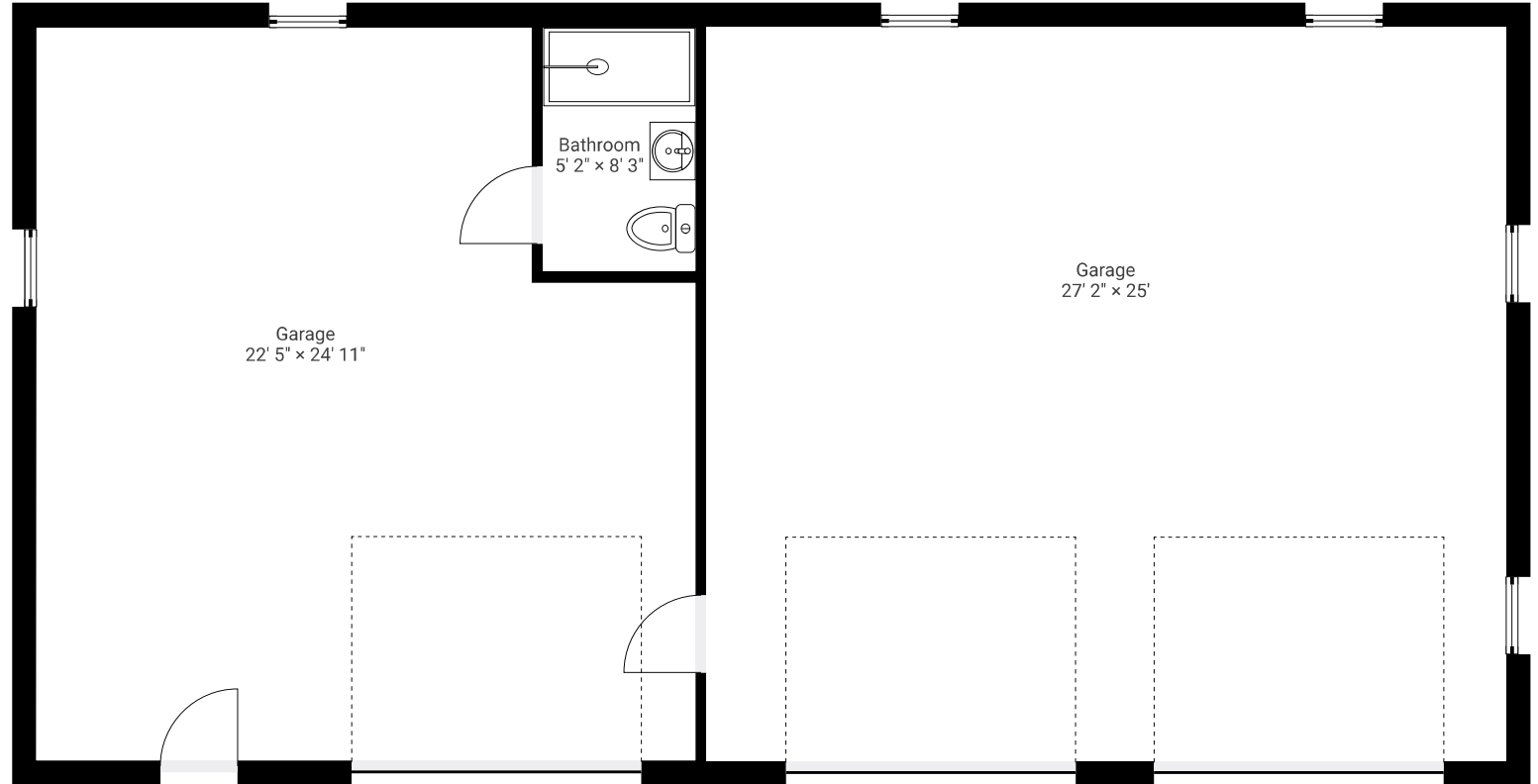
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This floor plan is provided without warranty as to its absolute accuracy. Not to be used for construction purposes.

0' 2' 4' 6' 1:61

▼ Garage



My New Project

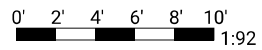
SUBMITTED BY
Raini Williams
raini@carolinameasurepro.com
📞 9196301479

CREATED ON
2025-07-29

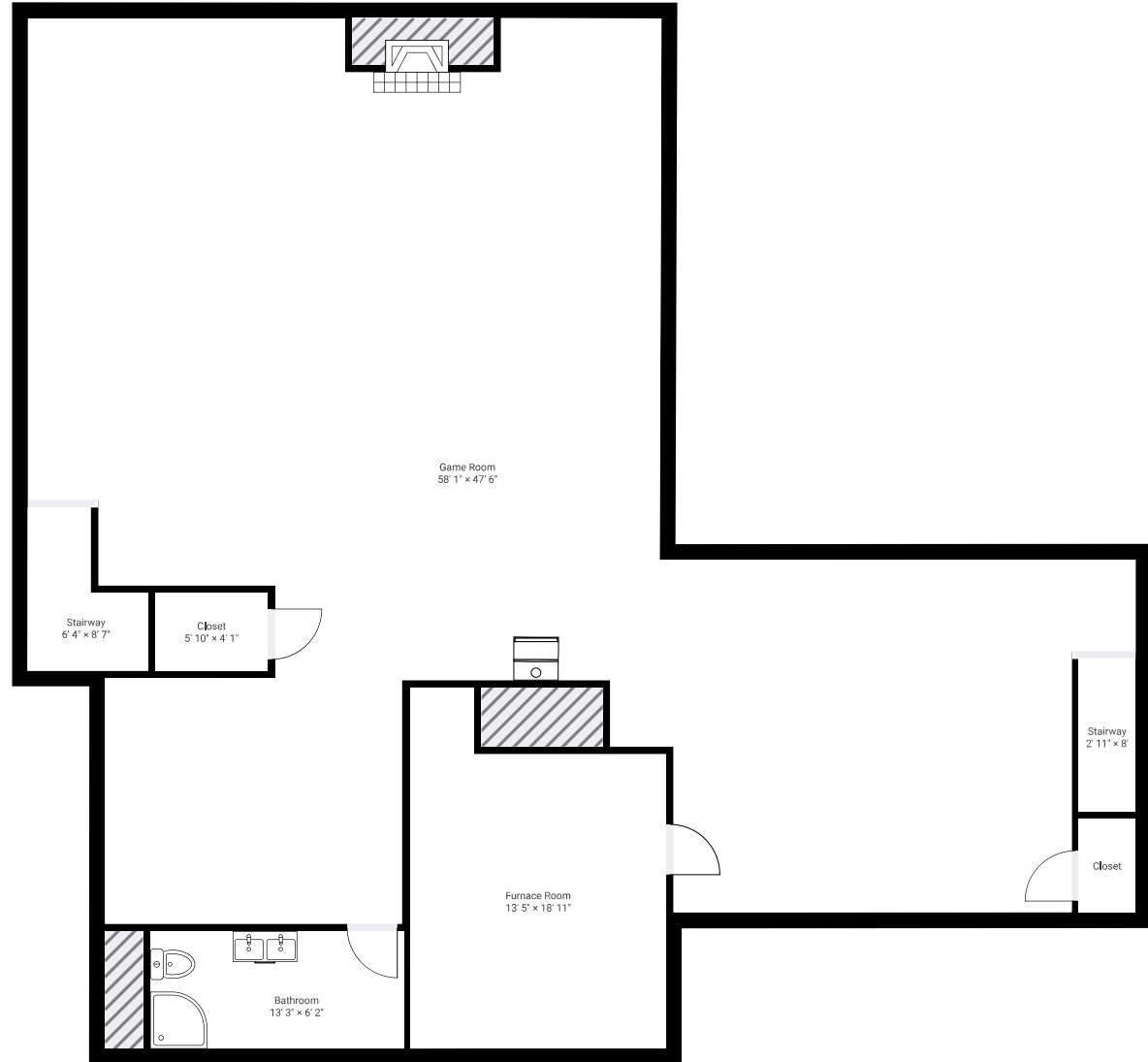
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▼ Basement • Level 1



THIS REPORT IS MADE IN ACCORDANCE WITH AND SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE OF THIS PAGE
This is not a structural damage report. Neither is this a warranty as to the total absence of wood-destroying insects.

OFFICIAL NORTH CAROLINA WOOD-DESTROYING INSECT INFORMATION REPORT

This is to report that a qualified inspector employed by the below-named firm has carefully inspected readily accessible areas of the property located at the address below for wood-destroying insects. This report specifically excludes hidden areas and areas not readily accessible (see section 2 below) and the undersigned pest control operator has not made any inspection of such hidden areas or of such areas not readily accessible. **This is not a warranty as to the total absence of wood-destroying insects or damage from same.** The inspection described herein was made on the basis of visible evidence. **This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to any future infestation.**

1. Seller's Name(s) Eric Cole
Buyer's Name(s) Unknown
Address of Property 6985 Junaluska Rd Boone, NC, 28607
Structure(s) Inspected: A. Main Residence Only B. Other

FINDINGS

2. Areas of the property which are deemed to be obstructed or inaccessible: Encapsulated Crawlspace restricted view of foundation walls

Note: Certain areas of all structures are obstructed or inaccessible (see numbers 2 & 3 on reverse side for conditions governing this report).

If there is evidence of a previous or an active infestation of subterranean termites and/or other wood-destroying insects in the wooden members, it must be assumed that there is some damage to the wooden members caused by this infestation, no matter how slight. If this is the case, the structural integrity of this property should be evaluated by a qualified building expert. (For the purpose of completing the report "infestation" means evidence of past or present activity by a wood-destroying insect visible in, on, or under a structure, or in or on debris under the structure.)

3. Inspection revealed visible evidence of:	Location of visible evidence of infestation:
<input type="checkbox"/> A. Subterranean termites <input type="checkbox"/> 1. Control measures were performed. <input type="checkbox"/> 2. No control measures were performed. <input type="checkbox"/> 3. Visible evidence of a previously treated infestation, which now appears to be inactive.	
<input type="checkbox"/> B. Powder post Beetles <input type="checkbox"/> 1. Control measures were performed. <input type="checkbox"/> 2. No control measures were performed. <input type="checkbox"/> 3. An infestation which now appears to be inactive	
<input type="checkbox"/> C. Old House Borers <input type="checkbox"/> 1. Control measures were performed. <input type="checkbox"/> 2. No control measures were performed. <input type="checkbox"/> 3. An infestation which now appears to be inactive	
<input type="checkbox"/> D. Others _____ <input type="checkbox"/> 1. Control measures were performed. <input type="checkbox"/> 2. No control measures were performed. <input type="checkbox"/> 3. An infestation which now appears to be inactive	
<input checked="" type="checkbox"/> 4. No visible evidence of infestation from wood-destroying insects was observed.	
<input type="checkbox"/> 5. The following conditions conducive to subterranean termites were noted in this property: _____ _____	

FIRM: Blue Ridge Mountain Pest Control
Address: 9800 NC 105, Banner Elk, NC 28604

PCO Lic No. 2520PW Date _____
Telephone: (828) 832-9595
Title: Pest Tech.

Signature of Authorized Company Rep: [Signature]
Purchaser's signature is required on reverse side.

OVER

CONDITIONS GOVERNING THIS REPORT

1. This report is based on observations and opinions of the inspector. It must be noted that all buildings have some structural wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestations without extensive probing and, in some cases, actual dismantling of parts of the structure being inspected. Extensive probing and dismantling have not been performed.
2. This inspection and report are made on the basis of what was visible at the time of the inspection. An opinion is not given on areas that were enclosed or not readily accessible: finished areas of ground level rooms (basement and split level); areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles; or any portion of the structure in which inspection would necessitate tearing out or marring finished work. Furniture, appliances, equipment, insulation, fixed ceilings, etc. were not moved for inspection purposes.
3. Inspection did not include any area to which visible access would require the use of ladders or drills. Such areas are not considered to be readily accessible.
4. Detached garages, sheds, lean-tos, other buildings or fences on the property are not included in this inspection report unless specifically noted.
5. Neither I, nor the company for which I am acting, have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

REMARKS

This space should be used to clarify any statement made above.

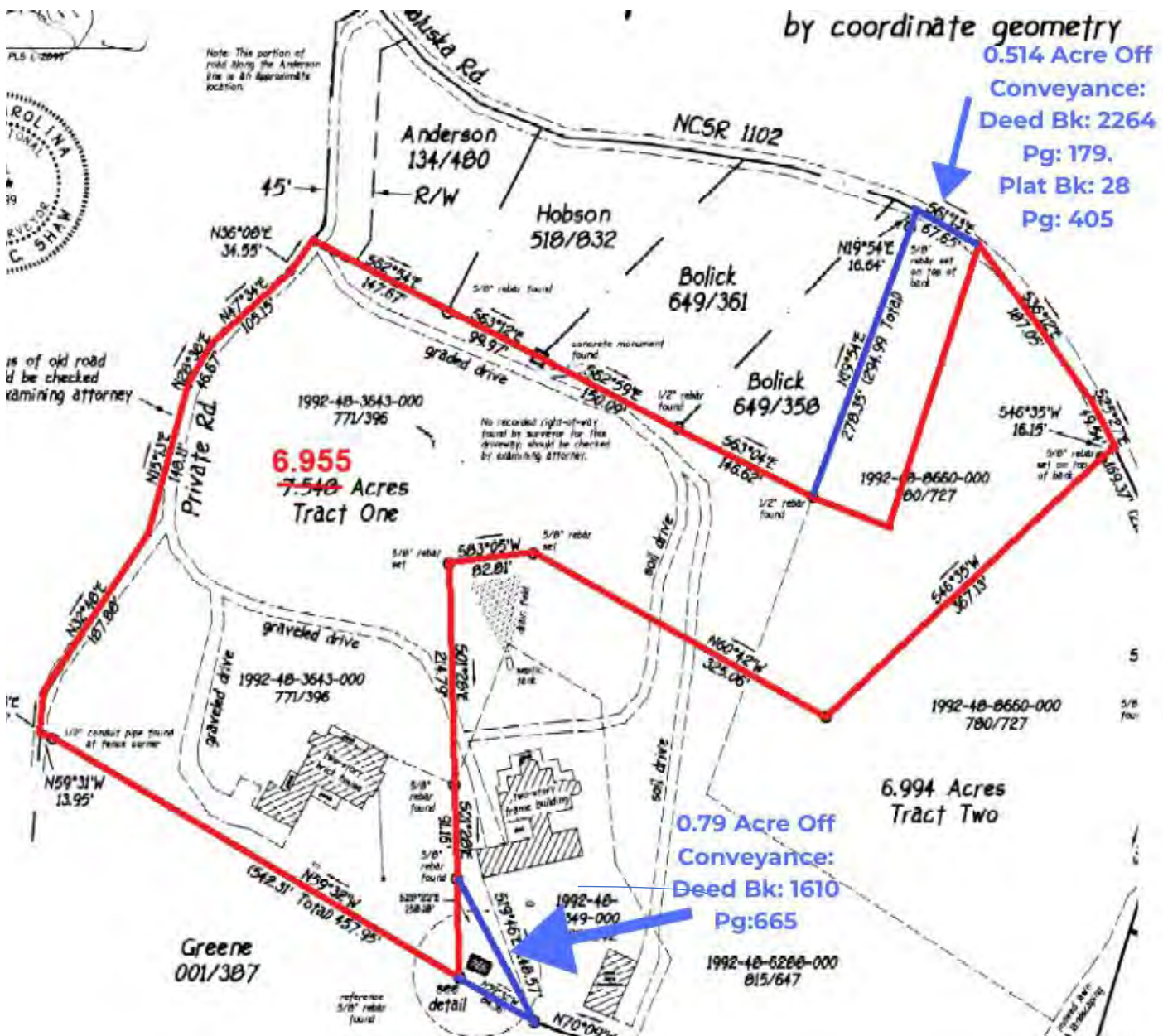
IT IS THE RESPONSIBILITY OF THE CLOSING AGENT TO OBTAIN PROPER SIGNATURES.

Purchaser's Signature(s) _____ Date Acknowledged _____

WDIR 100 As approved by the North Carolina Pest Control Association and Structural Pest Control Committee, North Carolina Department of Agriculture and Consumer Services.

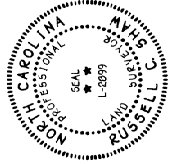
Revised July 1, 1992

Survey

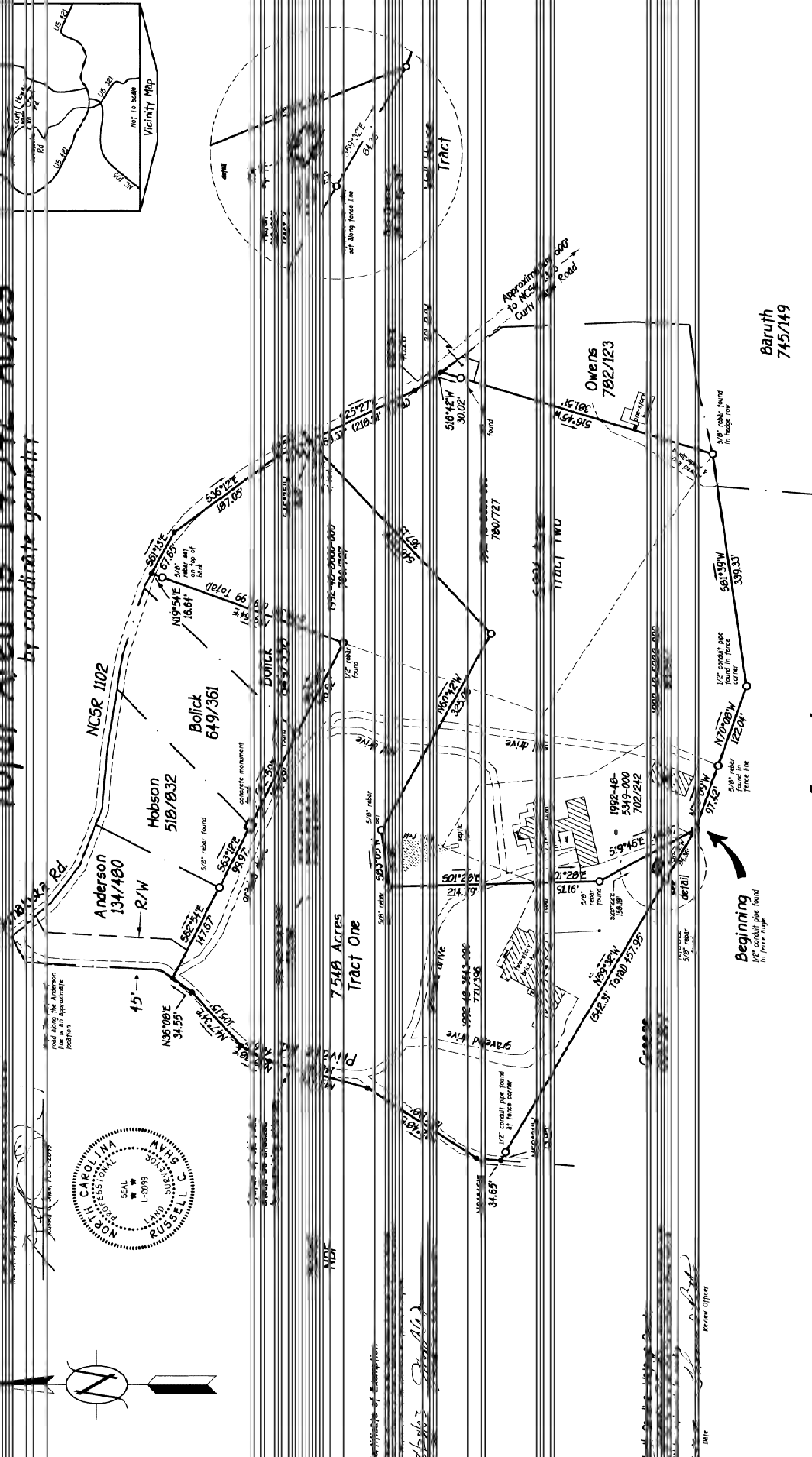
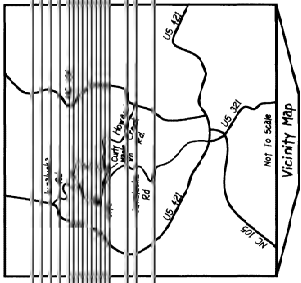


Surveyor's Certificate

I, **Handa C. Scott**, a duly licensed Professional Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same was made by me or under my direct supervision and control, and that I am a duly licensed Professional Surveyor in the State of North Carolina.



Total Area is 14,542 Acres
by coordinate geometry



Notes:

- 1. This is a survey of the property described in the plat.
- 2. The survey was made by the use of a total station.
- 3. The survey was made on the 28th day of August, 2003.
- 4. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 5. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 6. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 7. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 8. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 9. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.
- 10. The survey was made in accordance with the provisions of the North Carolina Surveying Act of 1975.

Survey for
Marsh Family Properties, LLC

East Lake and West Lake, Township
Wake County, North Carolina

March 28, 2003, August 14, 2003

Scale is 1"=100' (11200')



FILED: Handa C. Scott, Surveyor
BY: Diana Dang, Deputy



2003081411
08/28/2003 10:41:30AM 11

NR New State Surveys 1651 Highway 104 N. Beaufort, North Carolina 28527 (919) 658-9779 NR

Job No. 03079

Printable page

PARID: 1992483613000
 COLE, ERIC B,

6985 JUNALUSKA RD

Parcel

ParID	1992483613000
Tax Year	2026
SITUS Address	6985 JUNALUSKA RD
City, State, Zip	BOONE , NC , 28607
Unit #	
Unit Description	
NBHD	0711 - SOUTHERN COVE CREEK
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R01 - RESIDENTIAL 1 FAMILY
Living Units	
CAMA Acres	6.683
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	1-OFF STREET
Zoning	-
Map #	1992-48-3613-000
Route Number	
PIN Number	
Total Cards	1
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Note 4	
Note 4	
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

Owner Mailing

Tax Year	2026
Sequence Number	0
Owner Number	1853042
Owner	COLE, ERIC B
Mailing Address	6985 JUNALUSKA RD
City, State, Zip	BOONE NC 28607

Owner Details

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
COLE, ERIC B		1853042		-

Owner Mailing

Tax Year 2026
 Sequence Number 0
 Owner Number 1853042
 Owner COLE, ERIC B
 Mailing Address 6985 JUNALUSKA RD
 City, State, Zip BOONE NC 28607

Owner Details

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
COLE, ERIC B		1853042		-

Sales

Sale Date	Book	Page	Sale Price	Grantor	Grantee
24-MAY-22	2275	621	1,200,000	WILSON, MARGARET B	COLE, ERIC B
24-JAN-22	28	405			
23-AUG-11	1586	819	405,000	BANK OF NEW YORK MELLON	WILSON, MARGARET B

Sale Details

1 of 3

Deed Date 24-MAY-22
 Book 2275
 Page 621
 LT #
 Instrument Type WARRANTY DEED
 Instrument No
 Grantor WILSON, MARGARET B
 Grantee COLE, ERIC B
 Sale Date 24-MAY-22
 Sale Type LAND & BUILDING
 Sale Validity Y-VALID SALE
 Sale Source -
 Sale Price 1,200,000
 Stamp Value 2,400
 Adjustment Amount
 Adjusted Price 1,200,000
 Adjustment Reason
 Note 1
 Note 2
 Note 3
 Note 4

Residential Summary

Card	Exterior Wall	Style	Year Built	Main Section Ground Floor Area	Total Living Area	% Complete
1	9-9	12-CONVENTIONAL	2000	2,390	7,404	%

Residential

Card 1
 Stories 2
 Exterior Wall 9-9
 Style 12-CONVENTIONAL
 Year Built 2000
 Remodeled Year
 Effective Year
 Bedrooms 4
 Full Baths 5
 Half Baths 1
 Additional Fixtures 6
 Total Fixtures 23
 Kitchen Remodeling

Bath Remodeling	
Basement	4-Full
Heat	4-CENTRAL A/C
Heating Fuel Type	1-GAS
Heating System	4-HEAT PUMP
Attic Code	1-NONE
Physical Condition	-
Unfinished Area	
Rec Room Area	2,390
Finished Basement Area	
Fireplace Openings	3
Fireplace Stacks	2
Fireplace Addtl Stories	
PF Fireplace	0
PF Fireplace Addtl Stories	
Bsmt Garage	
Condo Level	
Condo Type	
Condo View	
Grade	A+-HIGH QUALITY A+
CDU	AV-Average
Market Adj	
Market Reason	
% Complete	%
Change Reason	
Cost & Design Desc	
Cost & Design %	%
Functional Deprec	
Functional Reason	
Economic Deprec	
Economic Reason	
Living Area	7,404
% Good	80%
ADJ RCNLD	1,701,400
Notes	HOME

Oby Details

Card	Line #	Code	Grade	Year Built	Area	RCNLD
1	1	RG2-DET MAS GAR	A	2014	1,404	70,600

OBJ Details

Card	1
Line	1
Code	RG2-DET MAS GAR
Grade	A
Year Built	2014
Width	27
Length	52
Area	1,404
Market Adj	
Adj Factor	1
RCNLD	70600
Override Rate	
Notes	
Physical	-
Functional	-
# of Units	1
Mod Code 1	-
Mod Code 2	-
Mod Code 3	-
Mod Code 4	-

Land Summary

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A1-A1		43,560	1.00	30,000
2	A-Acreage	A8-A8		247,551	5.68	30,700

Land

1 of 2

Line Number	1
Land Type	A-Acreage
Land Code	A1-A1
Square Feet	43,560
Acres	1.00
Units	
Lot Front Footage	
Lot Depth	
Override Rate	
Base Size	1
Base Rate	24,000
Incremental	24,000
Decremental	15,600
Influence Code 1	
Influence Code 2	
Influence Factor	25
Zoning	
NBHD Model	711
Land Value	30,000
Use Value Flag	
Land Change Reason	
Note	
Note 2	

Legal Description

Township	07 - COVE CREEK
City Code	
Jurisdiction	F07 - COVE CREEK
Property Address	6985 JUNALUSKA RD
Unit Desc	
Unit #	
Book	
Page	
Legal Desc 1	6.683AC, PB28 PG405
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	CHILD OF SPLIT FROM 1992483645000
Deeded Acres	6.683
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

Reason Code	
Review Date	18-OCT-21
Review Code	1
Review Reason	
Appraiser ID	
Spec Proc Flag	
Appraised Land	60,700
Appraised Building	1,772,000
Appraised Total	1,832,700

Cost Land Value	60,700
Cost Building Value	1,772,000
Cost Total Value	1,832,700
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	7,404
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	60,700
Building Value	1,772,000
=====	=====
Appraisal Total	1,832,700
Senior Exemption	0
100% Exclusion	0
Partial Exclusion	0
VET Exemption	0
=====	=====
Taxable Total	1,832,700

Printable page

PARID: 1992484858000
COLE, ERIC B,

Parcel

ParID	1992484858000
Tax Year	2026
SITUS Address	
City, State, Zip	, ,
Unit #	
Unit Description	
NBHD	0711 - SOUTHERN COVE CREEK
Spot	
Class	R1 - RESIDENTIAL 1
Land Use Code	R00 - RESIDENTIAL VACANT
Living Units	
CAMA Acres	.514
Location	6
Fronting	9
Parking Proximity	
Parking Quantity	
Parking Type	1-OFF STREET
Zoning	-
Map #	1992-48-4858-000
Route Number	
PIN Number	
Total Cards	0
Storm Name	
Field Review	
Field Review Date	
Review Notes	-
Note Code 2	-
Note 4	
Note 4	
Note 4	
Note 4	
Storm Date	
Minor / Major / Destroyed	
\$ Amount of Damage	
Habitable Y/N	
Inches of Water	
Damage Description 1	
Damage Description 2	
Damage Description 3	

Owner Mailing

Tax Year	2026
Sequence Number	0
Owner Number	1853042
Owner	COLE, ERIC B
Mailing Address	6985 JUNALUSKA RD
City, State, Zip	BOONE NC 28607

Owner Details

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
COLE, ERIC B		1853042		-

Owner Mailing

Tax Year 2026
 Sequence Number 0
 Owner Number 1853042
 Owner COLE, ERIC B
 Mailing Address 6985 JUNALUSKA RD
 City, State, Zip BOONE NC 28607

Owner Details

Owner 1	Owner 2	Owner Code (Customer #)	% Ownership	Nature of Ownership
COLE, ERIC B		1853042		-

Sales

Sale Date	Book	Page	Sale Price	Grantor	Grantee
24-MAY-22	2275	621	1,200,000	WILSON, MARGARET B	COLE, ERIC B
24-JAN-22	28	405			
23-AUG-11	1586	819	405,000	BANK OF NEW YORK MELLON	WILSON, MARGARET B

Sale Details

1 of 3

Deed Date 24-MAY-22
 Book 2275
 Page 621
 LT #
 Instrument Type WARRANTY DEED
 Instrument No
 Grantor WILSON, MARGARET B
 Grantee COLE, ERIC B
 Sale Date 24-MAY-22
 Sale Type LAND & BUILDING
 Sale Validity Y-VALID SALE
 Sale Source -
 Sale Price 1,200,000
 Stamp Value 2,400
 Adjustment Amount
 Adjusted Price 1,200,000
 Adjustment Reason
 Note 1
 Note 2
 Note 3
 Note 4

Land Summary

Line Number	Land Type	Land Code	USE Flag	Square Feet	Acres	Land Value
1	A-Acreage	A8-A8		22,390	0.51	2,800

Land

Line Number 1
 Land Type A-Acreage
 Land Code A8-A8
 Square Feet 22,390
 Acres 0.51
 Units
 Lot Front Footage
 Lot Depth
 Override Rate
 Base Size 1
 Base Rate 5,400
 Incremental 5,400
 Decremental 5,400

Influence Code 1	04
Influence Code 2	
Influence Factor	
Zoning	
NBHD Model	711
Land Value	2,800
Use Value Flag	
Land Change Reason	
Note	
Note 2	

Legal Description

Township	07 - COVE CREEK
City Code	
Jurisdiction	F07 - COVE CREEK
Property Address	
Unit Desc	
Unit #	
Book	28
Page	405
Legal Desc 1	0.272AC, PB28 PG405
Legal Desc 2	
Legal Desc 3	
Note 1	
Note 2	CHILD OF SPLIT FROM 1992483505000
Deeded Acres	0.272
Sq Ft	
Subd #	
Subdivision Name	
Subd Block	
Subd Lot	
Condo Bldg #	
Condo Unit #	
Subd Code	

Jan 1 Values

Reason Code	
Review Date	11-JUL-22
Review Code	1
Review Reason	
Appraiser ID	
Spec Proc Flag	
Appraised Land	2,800
Appraised Building	0
Appraised Total	2,800
Cost Land Value	2,800
Cost Building Value	0
Cost Total Value	2,800
Market Value	
Income Value	0
GRM Value	0
Total Residential Living Area	
Total Commercial Living Area	
Note 1	
Note 2	
Solid Waste Fee Units	
Land Use Value	
Land Deferred Value	
Land Value	2,800
Building Value	0
=====	=====
Appraisal Total	2,800
Senior Exemption	0
100% Exclusion	0
Partial Exclusion	0

VET Exemption

0

=====

=====

Taxable Total

2,800

DEED

Excise Tax: \$2400.00

Recording Time, Book and Page

Parcel ID# 1992-48-3505-000

Mail after recording to Grantee:

This instrument was prepared by: Dustin N. Stacy, PLLC, P.O. Box 569, Boone, NC 28607

Warranty Deed

**NORTH CAROLINA
WATAUGA COUNTY**

THIS DEED made this 12th day of May, 2022, by and between

MARGARET B. WILSON; un-remarried widow

9300 Koupela Drive

Raleigh, NC 27615

hereinafter called **GRANTORS** (whether one or more person, firm or corporation); and

ERIC B. COLE

6985 Junaluska Road

Boone, NC 28607

hereinafter called **GRANTEES** (whether one or more person, firm or corporation);

WITNESSETH:

That the said Grantors, for good and valuable consideration to them paid by Grantees, the receipt of all of which is hereby acknowledged, have subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantees, their heirs, successors and assigns, all that certain lot or parcel of land situated in Watauga County, North Carolina and more particularly described as follows:

Being all of Tract One (1), as fully described in EXHIBIT "A" attached hereto and incorporated herein by reference

****See death certificate of Ivan D. Wilson attached as EXHIBIT "B"**

Submitted electronically by "Dustin N. Stacy PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Watauga County Register of Deeds.

The title to the said lands is derived by the Grantors as follows: See Book of Records 1507, Page 309, Watauga County Public Registry.

TO HAVE AND TO HOLD the said premises above described, with every privilege and appurtenance thereto belonging to the said Grantees, their heirs, successors and assigns, to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns, that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever, subject to the following exceptions:

1. Ad valorem taxes for the current year
2. Utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the property.
3. Liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing.
4. Any easements, restrictions and rights of way of record.
5. Any exceptions as set forth in the legal description contained herein.

Pursuant to N.C.G.S. 105-317.2, Grantors represent that the property conveyed herein (please check one of the following):

_____ is
 is not

their primary residence.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals .

Margaret B. Wilson (SEAL)
MARGARET B. WILSON

STATE OF NC
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that MARGARET B. WILSON, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 12 day of May, 2022.

Torie P Riddle
Notary Public

My commission expires: 3-24-2024

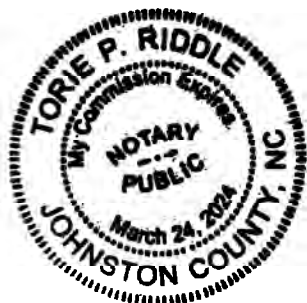


EXHIBIT A

WATAUGA COUNTY
NORTH CAROLINA

BEING all of Tract One (1) as shown and described on survey entitled "Survey for Marsh Family Properties, LLC", and recorded in Plat Book 17, Page 189, Watauga County Registry, to which plat reference is hereby made for a more complete description of said tract.

Also conveyed herewith are those well/water rights and easements as described and reserved in that Correction Non-Warranty Deed recorded in Book 1610, Page 665, Watauga County Registry.

EXCEPTED FROM the above described property and NOT conveyed herewith is that 0.079 acre tract previously conveyed by Correction Non-Warranty Deed recorded in Book 1610, Page 665, Watauga County Registry.

FURTHER EXCEPTED from the above described tract and NOT conveyed herewith is that 0.514 acre tract previously conveyed by deed recorded in Book 2264, Page 179, Watauga County Registry, and being further subject to the driveway easement described therein.

WELL / WATER RIGHTS & EASEMENTS
OFF CONVEYANCE: 0.079 AC

FILED JoAnn Townsend
Register of Deeds, Watauga Co., NC
Fee Amt: \$26.00

Bk 1610 Pg 665 (4)
Recorded: 01/04/2012 at 01:52:24 PM
Doc No: 600090 Kind: C/NWD



Mail after recording to Grantee: 2100 Fairfax Road, Greensboro, NC 27407
This instrument was prepared by: Dustin N. Stacy, PLLC, Attorneys, P.O. Box 569, Boone, NC 28607

Correction Non-Warranty Deed

NORTH CAROLINA
WATAUGA COUNTY

THIS DEED made this 25 day of December, 2011, by and between

IVAN D. WILSON and wife, MARGARET B. WILSON
6985 Junaluska Road
Boone, NC 28607

hereinafter called GRANTORS (whether one or more person, firm or corporation); and

✓
CANTER PROPERTIES, LLC
2100 Fairfax Road
Greensboro, NC 27407

hereinafter called GRANTEES (whether one or more person, firm or corporation);

WITNESSETH:

That the said Grantors, for and in consideration of the sum of: TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them paid by Grantees, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in the Meat Camp Township, Watauga County, North Carolina and more particularly described as follows:

SEE "EXHIBITS A & B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

*This correction deed is being re-executed and recorded for the purpose of removing the last sentence from the well/water rights described in that deed recorded in Book 1593, Page 565.

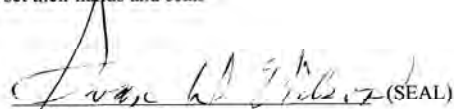
Grantors, for themselves, their heirs, successors and assigns, hereby reserve a perpetual non-exclusive right to obtain water from the well located on the property herein conveyed for the benefit of Grantors adjacent property described in Book 1586, Page 819, Watauga County Registry, together with a perpetual easement appurtenant across the property herein conveyed to access the well at all times. The Grantees, by acceptance of this deed, for themselves, their heirs, successors and assigns hereby agree to be responsible for providing water to Grantors property at all times, and further, to be solely responsible for all costs associated with the maintenance and upkeep of said well at all times and in keeping said well in compliance with all regulations established by the Health Department. The well is restricted only for the domestic use and shall only be used to provide water to one residence on the Grantors property and one residence on the Grantees property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under him.

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.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals

The subject property is not the primary residence of the Grantor.

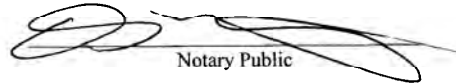
 (SEAL)
IVAN D. WILSON

 (SEAL)
MARGARET B. WILSON

STATE OF North Carolina
Watauga COUNTY

I, a Notary Public of the County and State aforesaid, certify that Ivan D. Wilson and wife, Margaret B. Wilson, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27 day of December, 2011.


Notary Public

My commission expires: _____

SEAL-STAMP

Dustin N. Stacy
Notary Public
Watauga County, NC
My Commission Expires Sept. 22, 2014

EXHIBIT A

Bk 1610

Pg 667

Doc No: 600090 Kind: C/HWD

September 12, 2011

Job No. 11089

A DEED DESCRIPTION FOR IVAN D. WILSON AND WIFE, MARGARET B. WILSON

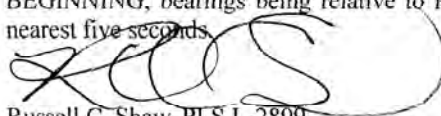
0.079 ACRES (3,452 SQ. FT.) TO BE CONVEYED TO

CANTER PROPERTIES, LLC

Meat Camp Township, Watauga County, North Carolina

. . . a 0.079 acre triangular tract situated approximately 900 feet southerly of the intersection of NCSR 1102 (Junaluska Road) and a private driveway leading southerly to the property shown as Tract One of Plat Book 17 at page 189 and being a portion of the Ivan D. Wilson property described in Book 1586 of Records at page 819 and also being a portion of Tract One of Plat Book 17 at page 189; bounded on the east by Canter Properties, LLC (BoR 1567 at page 410), on the south by Leroy Baruth (BoR 943, pg. 146) and on the west by remaining property of Ivan D. Wilson; said 0.079 acres being surveyed by me, Russell C. Shaw on April 6, 2011 and being more particularly described as:

BEGINNING on a 5/8 inch rebar found in the common line of Wilson and Canter Properties, LLC and being located South 01 degrees 27 minutes 40 seconds East 91.16 feet from a 5/8 inch rebar found in said line and the beginning corner also located South 88 degrees 32 minutes 20 seconds West 24.95 feet from the southwestern corner of a two-story frame residence situated on the Canter tract; THENCE from the beginning and with the Canter Properties, LLC line, South 28 degrees 22 minutes 20 seconds East 158.18 feet to a 1/2 inch conduit pipe found at a fence angle and located North 70 degrees 09 minutes 05 seconds West 97.42 feet from a 5/8 inch rebar found in the Baruth fenced line; THENCE leaving said line and along the line of Baruth, North 59 degrees 31 minutes 50 seconds West 84.36 feet to a 5/8 inch rebar, said iron being located South 59 degrees 23 minutes 00 seconds East 43.43 feet from a 5/8 inch rebar found, the common corner of Baruth and Maram (BoR 962, pg. 494) in the Ivan Wilson line and said 5/8 inch rebar also being located South 33 degrees 48 minutes West 12.8 feet from the southwestern corner of a well housing; THENCE leaving said line and with a new line through Wilson, North 01 degree 27 minutes 40 seconds West 96.44 feet to the BEGINNING, bearings being relative to Plat Book 17 at page 189 and rounded to the nearest five seconds.

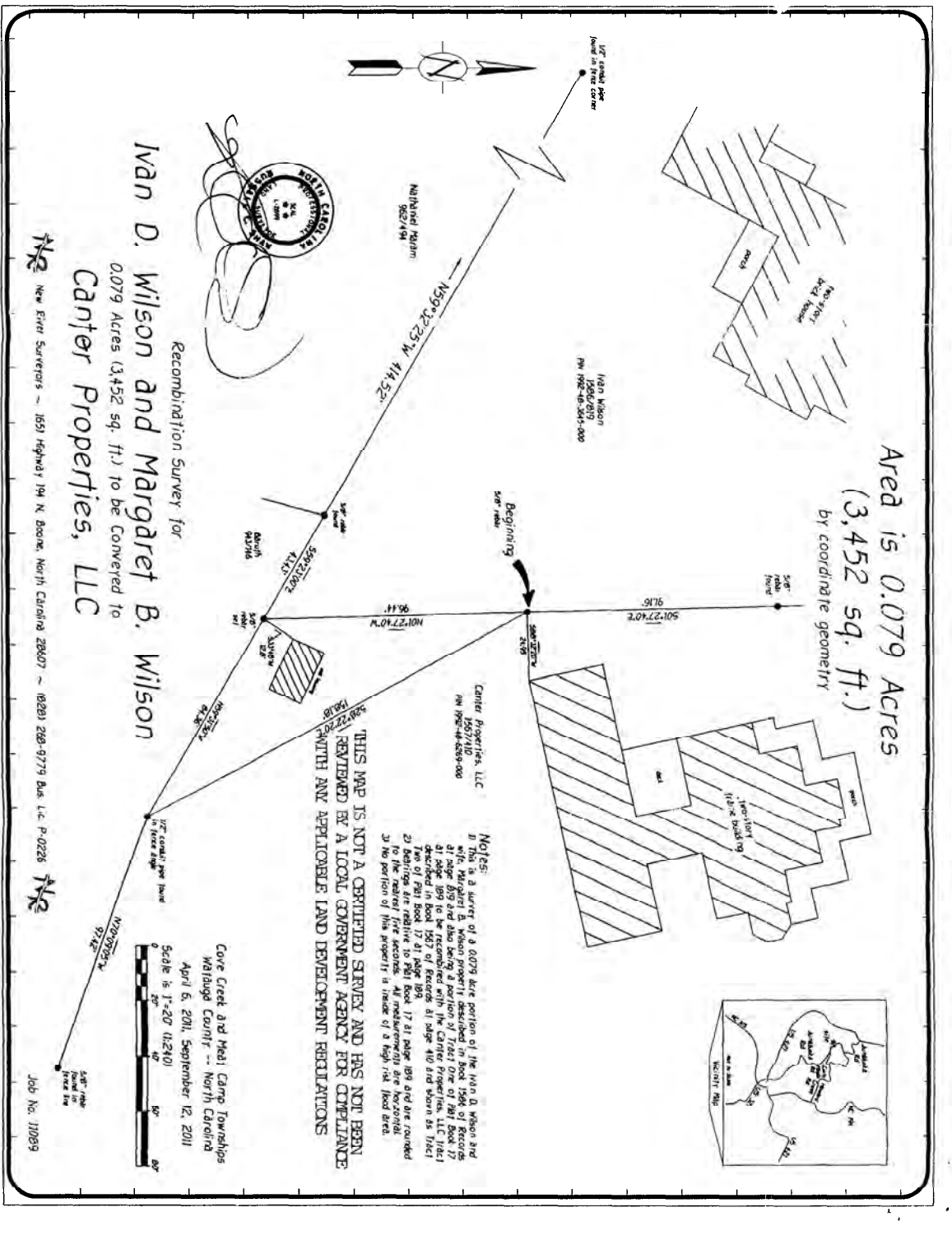


Russell C. Shaw, PLS L-2899

New River Surveyors, PLLC
1651 Highway 194N
Boone, NC 28607

New River Surveyors

EXHIBIT B



OFF CONVEYANCE 0.514 AC

Excise Tax: \$0.00

NORTH CAROLINA SPECIAL WARRANTY GIFT DEED

Prepared without benefit of title examination. The drafting Attorney disbursed no closing proceeds.

Brief Description of Property:

0.514 acre-tract (PB 28, PG 405) and Easements

A portion of PIN: 1992-48-3505-000

THIS DEED, made this 8th day of March, 2022, by and between **MARGARET B. WILSON** (un-remarried widow) GRANTOR, whose mailing address is: 4030 CARDINAL AT NORTH HILL STREET, APARTMENT 511, RALEIGH, NC 27609 and **CYNTHIA BOLICK** (unmarried), GRANTEE, whose mailing address is: 6887 JUNALUSKA ROAD, BOONE, NC 28607.

The designations "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 give, grant, and convey, for love and affection for the Grantee, in fee simple, all of their undivided interest in and to that parcel of land situated in Cove Creek Township, Watauga County, North Carolina, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

For back reference see Book of Records 1586, Page 819, Watauga County Registry.

_____ If initialed, the property includes the primary residence of Grantor.

(NC GS § 105-317.2)

Submitted electronically by "Turner Law Office, PA" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Watauga County Register of Deeds.

Prepared by
And
Return to:

Turner Law Office, PA
468 New Market Blvd. Suite B
Boone, NC 28607

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 defects and encumbrances that have arisen since Grantor acquired the title, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever which may have occurred by, through or under the Grantor except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- 1. Ad valorem taxes for Watauga County for 2022 and subsequent years not yet due.
- 2. Existing utility easements, whether or not of record.
- 3. Right-of-Way of Junaluska Road

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

Margaret B. Wilson (SEAL)
MARGARET B. WILSON

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: MARGARET B. WILSON, GRANTOR.

Date: 3/8/2022

Official Signature of Notary Public: Torie P Riddle

Notary's Printed/Typed Name: Torie P Riddle

My Commission Expires: 3-24-2024

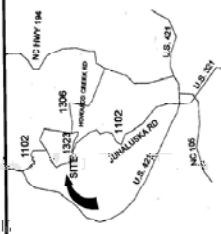


EXHIBIT "A"

BEING ALL of that certain 0.514-acre tract, as shown and described on the "Recombination Survey for Cynthia Bolick" (the "Plat") prepared by Randy G. Rhodes, PLS L-3094, dated August 19, 2021, bearing job number 210813, and being recorded in Plat Book 28 at Page 405 at the Watauga County Registry.

Grantor further conveys to Grantee, her heirs and assigns, a non-exclusive easement of ingress, egress, and regress, over and within both that certain 45-foot-wide (45') right of way shown on the plat recorded in Plat Book 17 at Page 189 of the Watauga County Registry and also depicted on the Plat as extending from Junaluska Road (NCSR 1102) within the western margin of the Debra Anderson property (BR 134 at PG 480), which right-of-way was excepted from the above-referenced deed to Anderson, and also the existing driveway extending from the southern terminus of the 45-foot-wide (45') right of way in a southeasterly direction through the 0.272-acre tract shown on the Plat for the benefit of both the Grantee's 0.927-acre tract and also Grantee's 0.572-acre tract that is to be recombined with the subject 0.514-acre tract.

VICINITY MAP
NOT TO SCALE

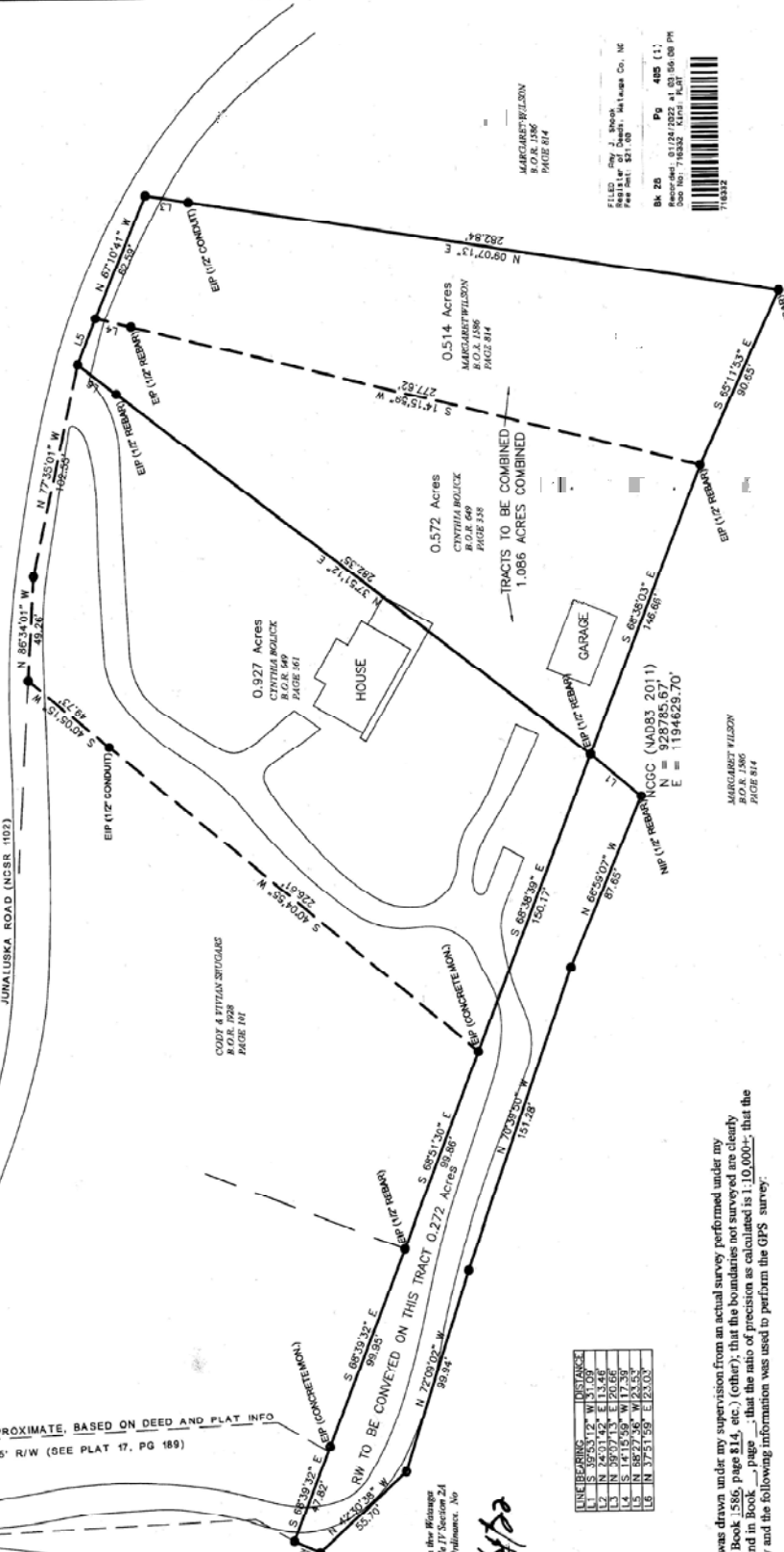


2.285 TOTAL ACRES

State of North Carolina, County of Wayne
 I, **DAVID L. STANLEY**, Clerk of the Superior Court, do hereby certify that the plat to which this certification is affixed meets all statutory requirements for recording.
 David L. Stanley
 Clerk of the Superior Court

Certificate of Approval of Recording
 I certify that this plat complies with the recording regulations and is approved by the Wayne County Planning Board or the appropriate authority (for recording in the Register of Deeds Office).
 DATE: 8/19/2021
 WAYNE COUNTY AUTHORIZED REPRESENTATIVE: [Signature]

NOTICE: This property is located within a Public Water Supply Watershed - development restrictions may apply.



RECOMMENDATION SURVEY FOR:
CYNTHIA BOLICK
 SCALE 1" = 40'
 COVE CREEK TOWNSHIP, WATAUGA COUNTY, NORTH CAROLINA
 JOB NUMBER: 210013
 DATE: AUGUST 19TH, 2021
 RANDY G. RHODES & ASSOCIATES, P.A.
 C-0800
 PROFESSIONAL LAND SURVEYOR L-3094
 P.O. BOX 270, JEFFERSON, NC, 28640
 1-866-865-5115

NOTES
 1. Bearings relative to AC Grid North
 2. All bearings are for those certain deeds shown on the plat
 3. Area by Coordinate Computation

Legend
 EIP - Existing Iron Pin
 X-X-X - Existing Line
 C-C-C - Creek/Stream
 P-P-P - Overhead Power

0 40 80 120

I, Randy G. Rhodes certify that this plat was drawn under my supervision from an actual survey performed under my supervision (deed description recorded in Book 1586, page 814, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1586, page 814, etc.; that the ratio of precision as calculated is 1:10,000; that the Global Positioning System (GPS) survey and the following information was used to perform the GPS survey.

Class of Survey: A
 Positional Accuracy: .01 US FT.
 Type of GPS Field Procedure: Real-Time Kinematic
 Date of Survey: 8/19/2021
 Datum/EPOCH: NAD 83/2011 Adjustment Epoch 2010.980
 Published/Fixed-Control Use: OPUS
 Geoid Model: GEOID12B
 Combined Grid Factor(s): 0.99984413
 Units: U.S. SURVEY FT.

That this plat was prepared in accordance with G.S. 47-50 as amended. That this plat meets the requirement of G.S. 47-30 section F-1-C-1.
 Witness my hand and seal this 19TH day of AUGUST, 2021
 Randy G. Rhodes L-3094



LINE	BEARING	DISTANCE	AREA
1	N 86°14'01" W	93.24	1.0000
2	S 88°19'32" E	99.28	1.0000
3	N 72°09'02" W	98.34	1.0000
4	S 88°19'32" E	99.28	1.0000
5	N 86°14'01" W	93.24	1.0000
6	S 88°19'32" E	99.28	1.0000
7	N 72°09'02" W	98.34	1.0000
8	S 88°19'32" E	99.28	1.0000
9	N 86°14'01" W	93.24	1.0000
10	S 88°19'32" E	99.28	1.0000
11	N 72°09'02" W	98.34	1.0000
12	S 88°19'32" E	99.28	1.0000
13	N 86°14'01" W	93.24	1.0000
14	S 88°19'32" E	99.28	1.0000
15	N 72°09'02" W	98.34	1.0000
16	S 88°19'32" E	99.28	1.0000
17	N 86°14'01" W	93.24	1.0000
18	S 88°19'32" E	99.28	1.0000
19	N 72°09'02" W	98.34	1.0000
20	S 88°19'32" E	99.28	1.0000
21	N 86°14'01" W	93.24	1.0000
22	S 88°19'32" E	99.28	1.0000
23	N 72°09'02" W	98.34	1.0000
24	S 88°19'32" E	99.28	1.0000
25	N 86°14'01" W	93.24	1.0000
26	S 88°19'32" E	99.28	1.0000
27	N 72°09'02" W	98.34	1.0000
28	S 88°19'32" E	99.28	1.0000
29	N 86°14'01" W	93.24	1.0000
30	S 88°19'32" E	99.28	1.0000
31	N 72°09'02" W	98.34	1.0000
32	S 88°19'32" E	99.28	1.0000
33	N 86°14'01" W	93.24	1.0000
34	S 88°19'32" E	99.28	1.0000
35	N 72°09'02" W	98.34	1.0000
36	S 88°19'32" E	99.28	1.0000
37	N 86°14'01" W	93.24	1.0000
38	S 88°19'32" E	99.28	1.0000
39	N 72°09'02" W	98.34	1.0000
40	S 88°19'32" E	99.28	1.0000
41	N 86°14'01" W	93.24	1.0000
42	S 88°19'32" E	99.28	1.0000
43	N 72°09'02" W	98.34	1.0000
44	S 88°19'32" E	99.28	1.0000
45	N 86°14'01" W	93.24	1.0000
46	S 88°19'32" E	99.28	1.0000
47	N 72°09'02" W	98.34	1.0000
48	S 88°19'32" E	99.28	1.0000
49	N 86°14'01" W	93.24	1.0000
50	S 88°19'32" E	99.28	1.0000
51	N 72°09'02" W	98.34	1.0000
52	S 88°19'32" E	99.28	1.0000
53	N 86°14'01" W	93.24	1.0000
54	S 88°19'32" E	99.28	1.0000
55	N 72°09'02" W	98.34	1.0000
56	S 88°19'32" E	99.28	1.0000
57	N 86°14'01" W	93.24	1.0000
58	S 88°19'32" E	99.28	1.0000
59	N 72°09'02" W	98.34	1.0000
60	S 88°19'32" E	99.28	1.0000
61	N 86°14'01" W	93.24	1.0000
62	S 88°19'32" E	99.28	1.0000
63	N 72°09'02" W	98.34	1.0000
64	S 88°19'32" E	99.28	1.0000
65	N 86°14'01" W	93.24	1.0000
66	S 88°19'32" E	99.28	1.0000
67	N 72°09'02" W	98.34	1.0000
68	S 88°19'32" E	99.28	1.0000
69	N 86°14'01" W	93.24	1.0000
70	S 88°19'32" E	99.28	1.0000
71	N 72°09'02" W	98.34	1.0000
72	S 88°19'32" E	99.28	1.0000
73	N 86°14'01" W	93.24	1.0000
74	S 88°19'32" E	99.28	1.0000
75	N 72°09'02" W	98.34	1.0000
76	S 88°19'32" E	99.28	1.0000
77	N 86°14'01" W	93.24	1.0000
78	S 88°19'32" E	99.28	1.0000
79	N 72°09'02" W	98.34	1.0000
80	S 88°19'32" E	99.28	1.0000
81	N 86°14'01" W	93.24	1.0000
82	S 88°19'32" E	99.28	1.0000
83	N 72°09'02" W	98.34	1.0000
84	S 88°19'32" E	99.28	1.0000
85	N 86°14'01" W	93.24	1.0000
86	S 88°19'32" E	99.28	1.0000
87	N 72°09'02" W	98.34	1.0000
88	S 88°19'32" E	99.28	1.0000
89	N 86°14'01" W	93.24	1.0000
90	S 88°19'32" E	99.28	1.0000
91	N 72°09'02" W	98.34	1.0000
92	S 88°19'32" E	99.28	1.0000
93	N 86°14'01" W	93.24	1.0000
94	S 88°19'32" E	99.28	1.0000
95	N 72°09'02" W	98.34	1.0000
96	S 88°19'32" E	99.28	1.0000
97	N 86°14'01" W	93.24	1.0000
98	S 88°19'32" E	99.28	1.0000
99	N 72°09'02" W	98.34	1.0000
100	S 88°19'32" E	99.28	1.0000
101	N 86°14'01" W	93.24	1.0000
102	S 88°19'32" E	99.28	1.0000
103	N 72°09'02" W	98.34	1.0000
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105	N 86°14'01" W	93.24	1.0000
106	S 88°19'32" E	99.28	1.0000
107	N 72°09'02" W	98.34	1.0000
108	S 88°19'32" E	99.28	1.0000
109	N 86°14'01" W	93.24	1.0000
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111	N 72°09'02" W	98.34	1.0000
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117	N 86°14'01" W	93.24	1.0000
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119	N 72°09'02" W	98.34	1.0000
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124	S 88°19'32" E	99.28	1.0000
125	N 86°14'01" W	93.24	1.0000
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127	N 72°09'02" W	98.34	1.0000
128	S 88°19'32" E	99.28	1.0000
129	N 86°14'01" W	93.24	1.0000
130	S 88°19'32" E	99.28	1.0000
131	N 72°09'02" W	98.34	1.0000
132	S 88°19'32" E	99.28	1.0000
133	N 86°14'01" W	93.24	1.0000
134	S 88°19'32" E	99.28	1.0000
135	N 72°09'02" W	98.34	1.0000
136	S 88°19'32" E	99.28	1.0000
137	N 86°14'01" W	93.24	1.0000
138	S 88°19'32" E	99.28	1.0000
139	N 72°09'02" W	98.34	1.0000
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141	N 86°14'01" W	93.24	1.0000
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143	N 72°09'02" W	98.34	1.0000
144	S 88°19'32" E	99.28	1.0000
145	N 86°14'01" W	93.24	1.0000
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147	N 72°09'02" W	98.34	1.0000
148	S 88°19'32" E	99.28	1.0000
149	N 86°14'01" W	93.24	1.0000
150	S 88°19'32" E	99.28	1.0000
151	N 72°09'02" W	98.34	1.0000
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153	N 86°14'01" W	93.24	1.0000
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155	N 72°09'02" W	98.34	1.0000
156	S 88°19'32" E	99.28	1.0000
157	N 86°14'01" W	93.24	1.0000
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159	N 72°09'02" W	98.34	1.0000
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161	N 86°14'01" W	93.24	1.0000
162	S 88°19'32" E	99.28	1.0000
163	N 72°09'02" W	98.34	1.0000
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165	N 86°14'01" W	93.24	1.0000
166	S 88°19'32" E	99.28	1.0000
167	N 72°09'02" W	98.34	1.0000
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169	N 86°14'01" W	93.24	1.0000
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171	N 72°09'02" W	98.34	1.0000
172	S 88°19'32" E	99.28	1.0000
173	N 86°14'01" W	93.24	1.0000
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175	N 72°09'02" W	98.34	1.0000
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177	N 86°14'01" W	93.24	1.0000
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179	N 72°09'02" W	98.34	1.0000
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181	N 86°14'01" W	93.24	1.0000
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183	N 72°09'02" W	98.34	1.0000
184	S 88°19'32" E	99.28	1.0000
185	N 86°14'01" W	93.24	1.0000
186	S 88°19'32" E	99.28	1.0000
187	N 72°09'02" W	98.34	1.0000
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189	N 86°14'01" W	93.24	1.0000
190	S 88°19'32" E	99.28	1.0000
191	N 72°09'02" W	98.34	1.0000
192	S 88°19'32" E	99.28	1.0000
193	N 86°14'01" W	93.24	1.0000
194	S 88°19'32" E	99.28	1.0000
195	N 72°09'02" W	98.34	1.0000
196	S 88°19'32" E	99.28	1.0000

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big 6 Properties & United 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": Eric B. Cole
(b) "Buyer":
(c) "Property": Street Address: 6985 Junaluska Rd.
City: Boone Zip: 28607 County: Watauga, NC
Lot/Unit, Block/Section, Subdivision/Condominium
Plat Book/Slide 17 at Page(s) 189 PIN/PID: 1992-48-3508-000 & 1992-48-4858-000
Other description:
Some or all of the Property may be described in Deed Book 2275 at Page 621
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

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

Mineral rights [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 TBD ("Escrow Agent") either [X] 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): 07/31/2026

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.



NC REALTORS®

REALTOR® Buyer Initials Seller Initials



STANDARD FORM 620-T

Revised 7/2024

© 7/2025

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

2. FIXTURES:

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

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

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: N/A

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: Appliances in main home and garage/kitchen

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 07/31/2026 (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 as buyer requests. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

SAMPLE

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

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

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

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

OR

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

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

SAMPLE

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

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

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

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

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

X 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:

- 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:

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

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

Buyer Initials Seller Initials

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 Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials _____

SAMPLE

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

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

BUYER:

_____ (SEAL)

Date: _____

_____ (SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____ (SEAL)

Eric B. Cole

Date: _____

_____ (SEAL)

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

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

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

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

Buyer Initials _____ Seller Initials _____

SAMPLE

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: **TBD** _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: **Sharon Roseman / 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 Real Estate Big 6 Properties & 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: **Sharon Roseman** Real Estate License #: **229274**
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(828)320-4726** Fax #: **(828)635-6373** Email: **sharoncroseman@gmail.com**

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

PO Box 99

Firm Mailing Address: **Taylorsville, NC 28681**

NCAL Firm License #: **NCAF: 10471**

BID CALLER INFORMATION:

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

United Country Real Estate Blue Ridge Land & Auction
www. BidBlueRidge.com
102 S. Locust St., Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com
NCAL: 10250
NCAF: 10299
NC Broker: 311692
NC Firm: C35716

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between United Country Real Estate Big 6 Properties & Blue Ridge Land & Auction, Firm, and _____, Bidder, entered into this 16th day of June, 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: 6985 Junaluska Rd., Boone, NC 28607 ("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 % 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 Real Estate Big 6 Properties & Blue Ridge Land & Auction	
Firm	
By: _____	Date: _____
Sharon Roseman / Matt Gallimore	





NORTH CAROLINA REAL ESTATE COMMISSION

*Residential Property And Owners'
Association Disclosure Statement*

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 6985 Junaluska Rd, Boone, NC 28607

Owner's Name(s): Eric B Cole

North Carolina law [N.C.G.S. 47E](#) requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials EC
Buyer Initials _____ Owner Initials _____

SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR																																																																											
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>05/2022</u> If not owner-occupied, how long has it been since the owner occupied the property? _____	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>																																																																											
A2. In what year was the dwelling constructed? <u>2000</u>			<input type="radio"/>																																																																											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input checked="" type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Stone <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Aluminum <input type="checkbox"/> Wood <input type="checkbox"/> Asbestos <input type="checkbox"/> Other: _____			<input type="radio"/>																																																																											
A5. In what year was the dwelling's roof covering installed? <u>07/2025</u>			<input type="radio"/>																																																																											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																											
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> <th style="width: 10%;"></th> <th style="width: 10%;">NA</th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 10%;">NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td>Windows</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: 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Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			<input type="radio"/>
<input checked="" type="checkbox"/> Furnace [<u>2</u> # of units] Year: <u>2014</u> ?			
<input checked="" type="checkbox"/> Heat Pump [<u>1</u> # of units] Year: <u>2019</u> ?			
<input type="checkbox"/> Baseboard [_____ # of bedrooms with units] Year: _____			
<input type="checkbox"/> Other: _____ Year: _____			

Buyer Initials _____ Owner Initials EV
 Buyer Initials _____ Owner Initials _____

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

Central Forced Air: X Year: _____ Wall/Windows Unit(s): _____ Year: _____
 Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

Electricity Natural Gas Solar Propane Oil Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C.

PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

City/County Shared well Community System Private well Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

Quality Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? 04/2022

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

Copper Galvanized Plastic Polybutylene Other: PEX - OUTDOOR STRUCTURE

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: X Electric: X Solar: _____ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

Septic tank with pump Community system Septic tank Drip system
 Connected to City/County System City/County system available Other: _____

Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? 5 No Records Available

Date the septic system was last pumped: 04/2022

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Sewer system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Water supply (water quality, quantity, or pressure)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials (Signature)
Buyer Initials _____ Owner Initials _____

SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system? Yes No NR
 If yes, when was it last inspected? _____
 Date of last maintenance service: _____

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Irrigation system	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Sump pump	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Elevator system or component	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Pool/hot tub /spa	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Gas logs	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Appliances to be conveyed	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	TV cable wiring or satellite dish	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Central vacuum	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
										Other:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property? Yes No NR

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?) Yes No NR

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?) Yes No NR

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions? Yes No NR

E5. Does the property abut or adjoin any private road(s) or street(s)? Yes No NR

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? NA Yes No NR

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property? Yes No NR

Buyer Initials _____ Owner Initials
Buyer Initials Owner Initials

- | | Yes | No | NR |
|--|----------------------------------|----------------------------------|-----------------------|
| F2. Is there an environmental monitoring or mitigation device or system located on the property? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F5. Is the property located in a federal or other designated flood hazard zone? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F8. Is there a current flood insurance policy covering the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F10. Is there a flood or FEMA elevation certificate for the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

- | | Yes | No | NR |
|--|-----------------------|----------------------------------|-----------------------|
| G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| G2. Is the property subject to a lease or rental agreement? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials _____
 Buyer Initials _____ Owner Initials _____



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

Property Address: 6985 Junaluska Rd, Boone, NC 28607

Owner's Name(s): Eric B Cole

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: Date 5/4, 2020

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____