



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
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Seller has severed the mineral rights from the property.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Seller has severed the oil and gas rights from the property.			
<input type="text"/> <input type="text"/> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

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

Property Address: 31.62 acres on Cascade Lake Rd, Cedar Mountain, NC 28718

Owner's Name(s): the Estate of Terry Lee Barham and Joan Collier Barham

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: Glenda Vickers dotloop verified 12/17/24 12:47 PM EST UJN-VAGLY-R3YB-OIK5 Date _____

Owner Signature: Joan Collier Barham dotloop verified 12/18/24 10:44 AM EST BVFC-VNHJ-ATFG-BKEI 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 _____

Looking Glass Realty Regional Acknowledgement Form

Property Address: 31.62 acres on Cascade Lake Rd, Cedar Mountain, NC 28718

Seller: the Estate of Terry Lee Barham and Joan Collier Barham

Buyer: _____

1. AREA REGIONAL AIRPORTS: Buyer acknowledges awareness of and possible noise associated with area regional airports and air traffic. Many types of aircraft operate from these airports with varying traffic patterns. Buyer may desire to contact these regional airports to inquire into flight patterns and any other concerns Buyer may have regarding the airports. The main regional airports are:

Asheville Regional Airport	Hendersonville Airport	Transylvania County Airport	Greenville-Spartanburg International Airport
Mailing Address: P.O. Box 817 Fletcher, NC 28732	Mailing Address: 1232 Shepherd Street Hendersonville, NC 28792	Mailing Address: P.O. Box 1390 Etowah, NC 28729	Mailing Address: 2000 GSP Drive Suite 1 Greer, SC 29651
828-684-2226	828-693-1897	828-877-5801	864-877-7426
Physical Address: 61 Terminal Drive Fletcher, NC 28732	Physical Address: 1232 Shepherd Street Hendersonville, NC 28792	Physical Address: 5436 Old Hendersonville Hwy Pisgah Forest, NC 28768	Physical Address: 2000 GSP Drive Greer, SC 29651

2. MISSION HOSPITAL HELICOPTER: Buyer acknowledges awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Ave. and McDowell St. in Asheville. Buyer may wish to contact Mission Hospital at 828-213-1111 to inquire into the flight patterns and any other matter and concerns which Buyer may have as to the helicopter service and how it affects this property.
3. INTERSTATES, ROADWAYS AND RAILROADS: Buyer acknowledges awareness of possible noise associated with road traffic and trains traveling through Western North Carolina. Buyer is advised to seek out information from the North Carolina Department of Transportation (<https://www.ncdot.gov/Pages/default.aspx>) or other governmental bodies controlling traffic, traffic patterns, pending road projects or train tracks that might adversely affect the property being purchased.
4. LAND USE ORDINANCES: Buyer acknowledges the awareness of local, incorporated municipalities, county, state, and governmental laws, ordinances and regulations that may affect Buyer's intended use or development of the subject property. Buyer's agent may assist in providing resources available for obtaining relevant information regarding such, however, Buyer solely accepts responsibility for investigation and verification of any and all issues related to compliance with any such ordinances or regulations relative to environmental, zoning, subdivision, occupancy, use, construction or development of the property which may affect Buyer's intended use or development of the property.

Buyer Initials

Seller Initials

<i>TLB</i>	
<i>JCB</i>	

12/17/24
12/18/24
10:44 AM EST
dotloop verified

5. **FUTURE DEVELOPMENT:** Buyer acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust, dangers, annoyances, impacts on view corridors and similar effects, both expected and unexpected, and may disturb or disrupt Buyer's use and enjoyment of the Property. Buyer is encouraged to contact the planning department of the jurisdiction where the Property is located to inquire into any proposed development that might affect Buyer's interest in the Property. Buyer should also investigate contemplated development projects that are not yet in the application process by researching local media, including print newspapers, television and web-based publications.
6. **STEEP SLOPE:** Buyer acknowledges that local municipalities regulate the building and subdivision of steep slopes in Western North Carolina. Regulations include limits to grading, disturbances, and requirements for geotechnical engineer reports, amount of impervious surface that can be created, density limits, and subdivision restrictions. Buyer is advised to check with the planning department of the governmental jurisdiction in which the property is located to see of the property is restricted by steep slope regulations.
7. **REGISTERED ENVIRONMENTAL SITE:** The Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NC DEQ), or other governmental agencies. It is Buyer's sole responsibility to investigate to its satisfaction any and all concerns it may have regarding this issue. Brokers associated with this transaction make no representation as to the characteristics and conditions of the property, any improvements to the property, or with respect to any active or inactive investigations, any action by the EPA, NC DEQ, or any other governmental agency.

Possible sources of information concerning registered environmental sites are the following:

- a. EPA Superfund Sites: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>
- b. EPA Toxics Release Inventory Program: <https://www.epa.gov/toxics-release-inventory-tri-program>
- c. NC DEQ Brownfields Project Inventory: <https://www.deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download>

8. **GEOGRAPHIC INFORMATION SYSTEMS (GIS):** Buyer should use county GIS as an additional resource to investigate the condition of the Property, including issues related to flood plains, zoning, topography, among many others. Buyer should be aware that the boundary lines depicted on GIS are not guaranteed to be accurate and are not a good substitute for a survey. Looking Glass Realty always recommends that Buyer obtain a new survey performed by a licensed surveyor. The county GIS can be found at the following web addresses:

- a. Buncombe County: <https://www.buncombecounty.org/Governing/Depts/GIS/Default.aspx>
- b. Henderson County: <https://www.hendersoncountync.gov/gis>
- c. Polk County: https://www.polknc.gov/quick_links/gomaps_gis/index.php
- d. Rutherford County: <https://www.rutherfordcountync.gov/departments/planning/gis.php>
- e. Transylvania County: <https://gis.transylvaniacounty.org/portal/apps/sites/#/transylvania-county-hub-site>

Buyer Initials

Seller Initials

<i>JN</i> 12/17/24	
<i>JCB</i> 12/18/24 10:44 AM EST dotloop verified	

- 9. MEGAN’S LAW: Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 14 of the North Carolina General Statutes (NCGS §14-208.5 et seq.). Such information may be obtained by contacting the local Sheriff’s department or at <https://www.ncsbi.gov/Services/Sex-Offender-Registry.aspx>.
- 10. WIRE FRAUD DISCLOSURE: Buyer and Seller acknowledge awareness of possible wire fraud. Never trust wiring instructions sent via email from anyone. Always independently confirm wiring instructions in person or via telephone to a trusted and verified phone number.

Buyer’s investigation into matters outlined above shall be completed prior to the expiration of the Due Diligence Period, as defined in the attached Offer to Purchase and Contract. CLOSING SHALL CONSTITUTE BUYER’S ACCEPTANCE OF THE PROVISIONS, AND ALL OTHER CONDITIONS OF THE PROPERTY. Buyer and Seller hereby agree to indemnify and hold harmless Looking Glass Realty, LLC, its agents and assigns, from and against any and all liability, claim, loss, damage, suit or expense that Looking Glass Realty, LLC, its agents and assigns, may incur as a result of Buyer’s and Seller’s use of any of the listed disclosures.

In the event of any conflict between this Addendum and the attached Offer to Purchase and Contract, the terms of this Addendum shall control.

Buyer:

Buyer:

Buyer:

Buyer:

Seller: *Glenda Vickers* dotloop verified
12/17/24 12:47 PM EST
VXYV-ZESD-GZMQ-SS2M

Seller: *Jean Collier Barham* dotloop verified
12/18/24 10:44 AM EST
LP5P-QD1P-B6N9-WYH7

Seller:

Seller:

ENTITY BUYER:

ENTITY SELLER:

Name of Entity

Name of Entity

By:

Name: _____

Title: _____

By:

Name: _____

Title: _____

VACANT LAND DISCLOSURE STATEMENT

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

Property: 31.62 acres on Cascade Lake Rd, Cedar Mountain, NC 28718

Buyer: _____

Seller: the Estate of Terry Lee Barham and Joan Collier Barham

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller’s knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller’s knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks “yes” for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks “no” for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks “NR,” meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A. Physical Aspects

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



Yes	No	NR
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13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property.....
 If yes, please describe: _____

B. Legal/Land Use Aspects

1. Current or past title insurance policy or title search.....
 2. Copy of deed(s) for property.....
 3. Government administered programs or allotments
 4. Rollback or other tax deferral recaptures upon sale.....
 5. Litigation or estate proceeding affecting ownership or boundaries
 6. Notices from governmental or quasi-governmental authorities related to the property....
 7. Private use restrictions or conditions, protective covenants, or HOA.....
 If yes, please describe: _____
 8. Recent work by persons entitled to file lien claims
 If yes, have all such persons been paid in full
 If not paid in full, provide lien agent name and project number: _____
 9. Jurisdictional government land use authority:
 County: _____ City: _____
 10. Current zoning: _____
 11. Fees or leases for use of any system or item on property
 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility).....
 13. Access (legal and physical) other than by direct frontage on a public road
 Access via easement.....
 Access via private road
 If yes, is there a private road maintenance agreement? yes no
 14. Solar panel(s), windmill(s), cell tower(s).....
 If yes, please describe: _____

C. Survey/Boundary Aspects

1. Current or past survey/plat or topographic drawing available
 2. Approximate acreage: _____
 3. Wooded Acreage _____; Cleared Acreage _____
 4. Encroachments
 5. Public or private use paths or roadways rights of way/easement(s).....
 Financial or maintenance obligations related to same
 6. Communication, power, or other utility rights of way/easements
 7. Railroad or other transportation rights of way/easements.....
 8. Conservation easement
 9. Property Setbacks.....
 If yes, describe: _____
 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.).....
 11. Septic Easements and Repair Fields
 12. Any Proposed Easements Affecting Property
 13. Beach Access Easement, Boat Access Easement, Docking Permitted
 If yes, please describe: _____

D. Agricultural, Timber, Mineral Aspects

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

E. Environmental Aspects

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

F. Utilities

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

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

