

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



Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

		Yes	No	No Representation
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.			
Buyer Initials	2. Seller has severed the mineral rights from the property.			
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.			
Buyer Initials	5. Seller has severed the oil and gas rights from the property.			
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

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

Property Address: Camp 2 Long Ridge Rd, Brevard, NC 28712

Owner's Name(s):Elizabeth Hamilton

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:	Elizabeth Hamilton dataop.verified D219252 #15.An CST NGDA-WCQA-21ZG-2YQY	Date
Owner Signature:		Date
Purchaser(s) acknow that this is not a wa or subagent(s).	pledge receipt of a copy of this Disclosure Statement; that they have examination rranty by owner or owner's agent; and that the representations are made	ned it before signing; that they understand by the owner and not the owner's agent(s)
Purchaser Signatur	e:	Date
Purchaser Signatur	e:	Date

Looking Glass Realty Regional Acknowledgement Form

Property Address: Camp 2 Long Ridge Rd, Brevard, NC 28712

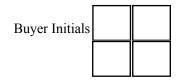
Seller:Elizabeth Hamilton

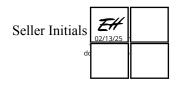
Buyer:

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 (<u>https://www.ncdot.gov/Pages/default.aspx</u>) 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.

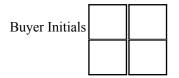


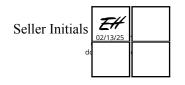


- 5. FUTURE DEVELOPMENT: Buyer acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust, dangers, annoyances, 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

- a. EPA Supertund Sites: <u>https://www.epa.gov/supertund/search-supertund-sites-where-you-i</u>
- b. EPA Toxics Release Inventory Program: <u>https://www.epa.gov/toxics-release-inventory-tri-program</u>
- c. NC DEQ Brownfields Project Inventory: <u>https://www.deq.nc.gov/about/divisions/waste-management/science-data-and-reports/gis-maps/brownfields-projects-map-inventory-and-document-download</u>
- 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: <u>https://www.buncombecounty.org/Governing/Depts/GIS/Default.aspx</u>
 - b. Henderson County: https://www.hendersoncountync.gov/gis
 - c. Polk County: <u>https://www.polknc.gov/quick_links/gomaps_gis/index.php</u>
 - d. Rutherford County: https://www.rutherfordcountync.gov/departments/planning/gis.php
 - e. Transylvania County: <u>https://gis.transylvaniacounty.org/portal/apps/sites/#/transylvania-county-hub-site</u>





- 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 <u>https://www.ncsbi.gov/Services/Sex-Offender-Registry.aspx</u>.
- 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:	Seller: Elizabeth Hamilton
Buyer:	Seller:
Buyer:	Seller:
Buyer:	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.

roperty: Camp 2 Long Ridge Rd, Brevard, NC 28712
uyer:
eller: Elizabeth Hamilton

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

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

A.		Physical Aspects	Yes	No	NR
	1.	Non-dwelling structures on the Property		\checkmark	
	\mathbf{r}	If yes, please describe: Current or past soil evaluation test (agricultural, septic, or otherwise)	—— <u> </u>		
	2. 3.			H	
	<i>3</i> . 4.			Н	
	5.			H	Ž
	6.				
	7.	Landfill operations or junk storage		\checkmark	
		Previous Current Planned Legal Illegal			
	8.	Drainage, grade issues, flooding, or conditions conducive to flooding			\checkmark
		Gravesites, pet cemeteries, or animal burial pits			NNN
). Rivers, lakes, ponds, creeks, streams, dams, or springs		Ц	
	11.	1. Well(s)			\checkmark
		Potable Non-potable Water Quality Test? yes no			
	10	depth; shared (y/n); year installed; gal/min; 2. Septic System(s)	—— — —		
	12.	<i>If yes</i> : Number of bedrooms on permit(s)	······	\checkmark	
		Permit(s) available? \Box yes \Box no \Box NR			
		Lift station(s)/Grinder(s) on Property? \Box yes \Box no \Box NR			
		Septic Onsite? yes no Details:			
		Tank capacity			
		Repairs made (describe):			
		lank(s) last cleaned:			
		If no: Permit(s) in process? \Box yes \bigtriangledown no \Box NR			
		Soil Evaluation Complete? yes no NR			
		Other Septic Details:			



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		Yes	No	NR
	13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property If yes, please describe:			
B.	Legal/Land Use Aspects			
	 Current or past title insurance policy or title search			
C.	 10. Current zoning:			
С.	 Survey/Boundary Aspects Current or past survey/plat or topographic drawing available Approximate acreage: 			
	 Approximate acreage. Wooded Acreage; Cleared Acreage; Encroachments			

D.		Agricultural, Timber, Mineral Aspects	No	NR
	1. 2.	Agricultural Status (e.g., forestry deferral)		\mathbf{N}
	3.	If yes, describe in detail: Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)		
	4.	If yes, describe in detail: Farming on Property: owner or tenant		
	5.	Presence of vegetative disease or insect infestation		\checkmark
	6.	Timber cruises or other timber related reports		<u> </u>
	7.	Timber harvest within past 25 years		\checkmark
		If yes, monitored by Registered Forester?		\checkmark
		If replanted, what species:		\checkmark
		Years planted:	_	_
	8.	Harvest impact (other than timber)		\checkmark
		If yes, describe in detail:		
E.		Environmental Aspects		
	1.	Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)		
		Underground or above ground storage tanks		M
	3.	Abandoned or junk motor vehicles or equipment of any kind	\checkmark	
	4.	Past illegal uses of property (e.g., methamphetamine manufacture or use)		\checkmark
	5.	Federal or State listed or protected species present		\checkmark
		If yes, describe plants and/or animals:		
	6.	Government sponsored clean-up of the property		\checkmark
		Groundwater, surface water, or well water contamination Current Previous		\checkmark
		Previous commercial or industrial uses	Ц	$\mathbf{\nabla}$
	9.	Wetlands, streams, or other water features	Н	<u> </u>
		Permits or certifications related to Wetlands	H	M
	10	Conservation/stream restoration.		H
	10	. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)	×.	
	11	If yes, describe in detail: . The use or presence on the property, either stored or buried, above or below ground, of:		
	11	i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material		
		If you describe in detail:		
		ii. Other fuel/chemical		
		iii. Paint Lead based paint Other paint/solvents	$\mathbf{\nabla}$	Ħ
		iv. Agricultural chemical storage	$\mathbf{\nabla}$	

F. <u>Utilities</u>

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

Water (describe):			
Sewer (describe):			
Gas (describe):			
Electricity (descril	be):		
Cable (describe):			

_ High S	peed	Internet	(describe):
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Fiber Optic (describe):

Telephone (describe):

Private well (describe):

Shared private well or community well (describe):

Hauled water (describe):

Explanation Sheet for Vacant Land Disclosure Statement

Instructions : Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.				
Attach additional sheets as necessary				

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

Buyer:	Seller:	Elizabeth Hamilton	dotloop verified 02/14/25 9:59 AM CST LYDS-LEEC-9CDR-HEST
Buyer:	Seller:		
Entity Buyer:	Entity S	Seller:	
(Name of LLC/Corporation/Partnership/Trust/Etc.)	(Name	of LLC/Corporation/Partner	ship/Trust/Etc.)
By:	By:		
Name:	Name:		
Title:	Title:		
Date:	Date:		

OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

NOTE: For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: Camp 2 Long Ridge Rd, Brevard, NC 28712

Buyer:

REALTO

Seller: Elizabeth Hamilton

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

(specify name	e): Chimney Creek		whose	regular	assessments
("dues") are \$ <u>2000</u>	.00 peryear	. The name, address and telephone number of	the pr	esident of	the owners'
association or the a	ssociation manager are: Anna Heard	- 828.702.3811			

Owners' association website address, if any:

Secify name): Deerlak	e Village	whose regular assessments		
("dues") are \$\$860.00	per <u>y</u> ear	. The name, address and telephone number of the president of the owners'		
association or the association manager are: president@deerlakevillage.org 678-438-6011				
treasurer Bobbi Moore bbolden	1@hotmail.com			

Owners' association website address, if any:

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

	Master Insurance Policy Real Property Taxes on the Common Areas Casualty/Liability Insurance on Common Areas Management Fees Exterior Building Maintenance Exterior Yard/Landscaping Maintenance Trash Removal Pest Treatment/Extermination Legal/Accounting	Street Lights Water Sewer Private Road Maintenance Parking Area Maintenance Common Areas Maintenance Cable Internet service Storm Water Management/Drainage/Ponds Gate and/or Security
	Recreational Amenities (specify): Other (specify) Other (specify) Page 1 of 2	
R	This form jointly approved by: North Carolina Bar Association's Real Property Section	STANDARD FORM 2A12 Revised 7/20

North Carolina Association of REALTORS[®], Inc.

Buyer initials

F# Seller initials



-T 22 © 7/2024

-2	
LOOKING	GLASS REALTY

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except:

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows:

6. 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, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- 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

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

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

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

Date:	Date:
Buyer:	Seller: Elizabeth Hamilton dotoop verified 02/14/25 10:03 AM CST 18KD-QEVU-2DMG-U4SR
Date:	Date:
Buyer:	Seller:
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	By:
Name: Print Name	Name: Print Name
Title:	Title:
Date:	Date: