

# Storybook Classic 45+ Acres Farm Newly Renovated Farmhouse!



Offered for \$485,000  
MLS# 3477376



- Newly renovated 3 BR farmhouse with wood floors
- Beautiful kitchen, dining, and bath
- Covered porches, mountain views
- Rolling fenced pastures, tillable land, trout stream, barns, and other outbuildings
- Lots of usable land, easy paved road access
- Second home site has been prepared further back in the property with driveway, home site, water, septic system, and power
- Raise your own garden and fruits, graze livestock and fish in the trout stream

**Mountain Home Properties** [www.mountaindream.com](http://www.mountaindream.com)

Contact: Steve DuBose - [sdubose@mountaindream.com](mailto:sdubose@mountaindream.com) 828-622-3222

Cindy DuBose - [cdubose@mountaindream.com](mailto:cdubose@mountaindream.com) cell 828-734-9158





## Residential Property Client Full

**4756 Meadow Fork Road, Hot Springs NC 28743-7322**

MLS#: <b>3477376</b>	Category: <b>Single Family</b>	Parcel ID <b>8746-09-3069</b>
Status: <b>Active</b>	Tax Location: <b>Madison</b>	County: <b>Madison</b>
Subdivision: <b>none</b>	Tax Value: <b>\$314,979</b>	Zoning: <b>R-A</b>
Zoning Desc:		Deed Ref <b>469-505</b>
Legal Desc: <b>PIN#8746-09-3069</b>		Lot/Unit :
Approx Acres: <b>45.13</b>	Approx Lot Dim:	Elevation <b>2500-3000 ft. Elev., 3000-3500 ft. Elev.</b>
Lot Desc: <b>Creekfront, Level, Long Range View, Mountain View, Pasture, Rolling, Stream/Creek</b>		



### General Information

Type: **1 Story Basement**  
Style: **Cottage**  
Construction Type: **Site Built**

### HLA

Main: **1,192**  
Upper: **336**  
Third: **0**  
Lower: **0**  
Bsmnt: **0**  
Above Grade: **1,528**  
Total: **1,528**

### Unheated Sqft

Main: **0**  
Upper: **0**  
Third: **0**  
Lower: **0**  
Bsmnt: **160**  
Total: **160**

### School Information

Elem: **Hot Springs**  
Middle: **Madison**  
High: **Madison**

### Bldg Information

Beds: **3**  
Baths: **1/0**  
Year Built: **1945**  
New Const: **No**  
Prop Compl Date:  
Construct Status:  
Builder:  
Model:

### Additional Information

Prop Fin: **Cash, Conventional**  
Assumable: **No**  
Ownership: **Seller owned for at least one year**  
Special Conditions: **None**  
Road Responsibility: **Publicly Maintained Road**

Recent: **11/06/2020 : Back On Market : TEMP->ACT**

### Room Information

Room Level	Beds	Baths	Room Type
<b>Main</b>	<b>2</b>	<b>1/</b>	<b>Bathroom(s), Bedroom(s), Dining Area, Kitchen, Laundry, Living Room</b>
<b>Upper</b>	<b>1</b>	<b>0/0</b>	<b>Bedroom(s), Office, Sitting</b>

### Features

Parking:	Driveway, Parking Space - 4+	Main Level Garage: <b>No</b>
Driveway:	Gravel	Doors/Windows: <b>g-Insulated Door(s), g-Insulated Windows</b>
Laundry:	Main	Fixtures Exceptions: <b>No</b>
Foundation:	Basement, Basement Outside Entrance, Crawl Space	
Fireplaces:	No	
Floors:	Tile, Wood	
Equip:	Dishwasher, Electric Oven, Electric Range, Exhaust Hood, Microwave, Refrigerator	
Exterior Feat:	Barn(s), Fenced Pasture, Fenced Yard, Hay Shed, Livestock Run In, Outbuilding, Shed(s), Stable, Tractor Shed	
Exterior Covering:	Metal	
Porch:	Back, Front	Roof: <b>Metal</b>
Street:	Paved	

### Utilities

Sewer: <b>Septic Installed</b>	Water: <b>Well Installed</b>	Wtr Htr: <b>Electric</b>
HVAC: <b>Oil Hot Air</b>		

### Association Information

Subject To HOA: **None**      Subj to CCRs: **No**      HOA Subj Dues:

### Remarks

Public Remarks: **Storybook Classic Farm with 45+-acres of rolling fenced pastures, tillable land, trout stream, barns and other outbuildings. Newly renovated 3 BR farmhouse. Beautiful kitchen, dining and bath. Wood floors. Covered porches Mountain views and lots of usable land. Easy paved road access. Second home site has been prepared further back in the property with driveway, home site, water, septic system and power. Raise your own garden and fruits, graze livestock and fish in the trout stream. Perfect setting for homestead farm or mountain retreat! Enjoy a peaceful lifestyle.**

Directions: **I-40 to exit 24 Right on Hwy 209 Follow for 18 miles past Trust General Store. 1 1/2 miles to left on Caldwell Mt Rd Right on Meadow Fork. From Hot Springs take Hwy. 209 south to right on Meadow Fork Rd. Go 4.7 miles and property on right.**

### Listing Information

DOM: <b>358</b>	CDOM: <b>358</b>	Slr Contr: <b>LTC:</b>
UC Dt:	DDP-End Date:	Closed Dt: <b>Close Price:</b>

Prepared By: Cynthia DuBose

## Residential Property Photo Gallery

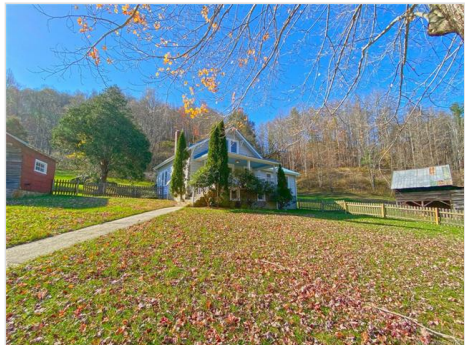
MLS: [3477376](#)

4756 Meadow Fork Road, Hot Springs NC 28743-7322

List Price: \$485,000













# 4756 Meadow Fork Rd.



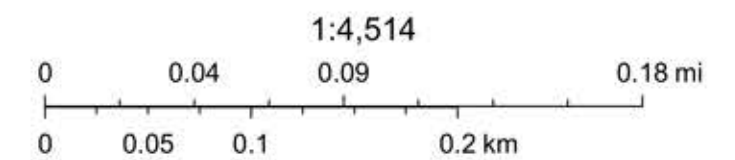
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2019 Madison County Tax Parcels

Addresses

Roads

Streams



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# 4756 Meadow Fork Rd.



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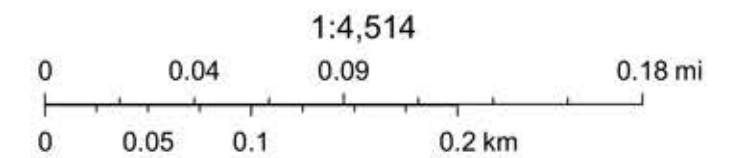
2019 Madison County Tax Parcels

Addresses

Roads

Streams

20ft Contours



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



THE STATE OF TEXAS,  
 COUNTY OF [blank]  
 BEFORE ME, the undersigned authority, on this [blank] day of [blank], 20[blank], personally appeared [blank], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



My Comm. Expires [blank]  
 Notary Public  
 State of Texas

I hereby certify that [blank] is the true and correct copy of the original instrument filed for record in my office on this [blank] day of [blank], 20[blank].

Notary Public  
 State of Texas

[Stamp/Text block in the upper middle section of the map area]

JACOB L. SAMPSON  
 2100 WEST 10TH STREET, SUITE 100  
 DALLAS, TEXAS 75201





## LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 4756 Meadow Fork Rd, Hot Springs, 28743-7322

Seller: Meadowfork Farm LLC

Buyer: \_\_\_\_\_

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

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards\* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

**\*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement

*Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.*

#### Seller's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and reports available to the Seller (check one)
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- \_\_\_\_\_
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgement (initial)

- \_\_\_\_\_ (c) Buyer has received copies of all information listed above.
- \_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Buyer has (check one below):
- ☐ Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Page 1 of 2



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Buyer Initials \_\_\_\_\_

Seller Initials                     



STANDARD FORM 2A9-T  
Revised 7/2015  
© 7/2018



**Agent's Acknowledgement (initial)**

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Meadowfork Farm LLC

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Seller: Meadowfork Farm LLC, by its manager, SunCate Florida LLC  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: [Signature] Date: 2/6/19

Name: Richard T. Grebecki Title: Manager

Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve & Cindy DuBose





# STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
  - a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
  - b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
  - c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
  - d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

**Note to Buyers:** If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. 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 the 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.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 4756 Meadow Fork Rd, Hot Springs, 28743-7322

Owner's Name(s): Meadowfork Farm LLC

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed. SunGate Florida, LLC, Manager

Owner Signature: Richard T. Grelecki, Manager Meadowfork Farm LLC Date 2/14/19

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Buyers 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 owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.*

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_



Property Address/Description: 4756 Meadow Fork Rd, Hot Springs, 28743-7322

house on 45+ acres

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- |   | Yes                                 | No                       | No Representation                   |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? <u>1945</u><br>Explain if necessary: _____  |                                     |                          | <input type="checkbox"/>            |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl<br><input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input checked="" type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos<br><input type="checkbox"/> Other _____ (Check all that apply)   |                                     |                          | <input type="checkbox"/>            |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available)<br>Explain if necessary: _____  |                                     |                          | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input checked="" type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____<br>(Check all that apply)... Age of system: _____  |                                     |                          | <input type="checkbox"/>            |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____<br>(Check all that apply)... Age of system: _____  |                                     |                          | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Other _____<br>(Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input checked="" type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) ..... |                                     |                          | <input type="checkbox"/>            |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Private Well <input type="checkbox"/> Shared Well<br><input type="checkbox"/> Other _____ (Check all that apply) .....   |                                     |                          | <input type="checkbox"/>            |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input checked="" type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene<br><input type="checkbox"/> Other _____ (Check all that apply) .....  |                                     |                          | <input type="checkbox"/>            |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input checked="" type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System<br><input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____<br>(Check all that apply) .....                            |                                     |                          | <input type="checkbox"/>            |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? _____ <input checked="" type="checkbox"/> No records available   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? .....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date \_\_\_\_\_

Owner Initials and Date \_\_\_\_\_

Buyer Initials and Date \_\_\_\_\_

Owner Initials and Date \_\_\_\_\_



- |   | Yes                      | No                                  | No Representation                   |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?.....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property? ..... | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 30. Does the property abut or adjoin any private road(s) or street(s)? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- |   | Yes                      | No                                  | No Representation        |
|---|--------------------------|-------------------------------------|--------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

•(specify name) \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address, and telephone number of the president of the owners' association or the association manager are \_\_\_\_\_

•(specify name) \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address, and telephone number of the president of the owners' association or the association manager are \_\_\_\_\_

\* If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_  
 Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_





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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

	Yes	No	No Representation
<u>Buyer Initials</u> 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Buyer Initials</u> 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>Buyer Initials</u> 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"/>	
<u>Buyer Initials</u> 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Buyer Initials</u> 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>Buyer Initials</u> 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: 4756 Meadow Fork Rd, Hot Springs, 28743-7322

Owner's Name(s): Meadowfork Farm LLC

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: [Signature] Meadowfork Farm LLC Date 2/6/19

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 \_\_\_\_\_



Property Owner: William L. Reese Phone: 622-7136  
 Property Address: Meadowfork Rd. Hot Springs Date: 2-8-01  
 Location:  Hwy 209 ~ (Rt) Meadowfork Rd on (Rt) after Panther Cr. Rd.  
 Subdivision: \_\_\_\_\_ Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Water Supply: well

New Septic Tank System ☒ Tank Material: Concrete ☐ Other ☐ Manufacturer: Arcma Liquid Capacity: 1000 gals

Built In Place Tank: Material \_\_\_\_\_ Inside Dimensions: Length \_\_\_\_\_ Width \_\_\_\_\_ Liquid Depth \_\_\_\_\_ Liquid Capacity \_\_\_\_\_

Nitrification Field: Square Footage 720' Lines 3 Length 90' / 90' / 60' Width 3 Depth of Gravel 0 -

Other Type Disposal: polystyrene aggregate (E-2 flow) system

Repair To Existing System ☐ Existing Tank: Yes ☐ No ☒ Material: Concrete ☐ Block ☐ Other ☐ New Tank ☐ Gal. Liquid Capacity \_\_\_\_\_

Nit. Field: Existing Square Footage \_\_\_\_\_ Square Footage Added \_\_\_\_\_ Total Sq. Footage \_\_\_\_\_ No. Lines \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

**SYSTEM DESIGNED FOR:**

Residence ☒ Bedrooms 3 Mobile Home. ☐ Bedrooms          Other Establishment ☐ Type           
 Basement: Yes ☐ No ☒  
 Nearest Distance To Water Supply \$ 50' Foundation \$ 5' Stream \$ 50' Property Line \$ 10' Installed By: Ken Fangle  
 Remarks:         

Approved: Yes ☒ No ☐ Sanitarian Jane Est RS. Notice: This approval is issued subject to all the provisions of Rules and Regulations governing the design, installation, cleaning and use of sewage disposal systems in Madison County, Section 1900 of the North Carolina Administrative Code, and Chapter 130, Article 13E of the General Statutes of North Carolina. No person is permitted to make alterations in the design or use of this system other than its designated use without approval of an authorized sanitarian. This approval indicates that this system has been installed in compliance with the standards as set forth in the above regulations, but shall in no way be taken as a guarantee that the system will function satisfactorily for any given period of time.

