



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:

Table with 3 columns: Question, Yes, No, No Representation. Contains 6 rows of disclosure questions with corresponding checkboxes.

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: Lot 14 Haywood Street, Winston Salem, 27105

Owner's Name(s): JBP 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: Jon Bruner, Broker/Owner JBP LLC Date 10/8/2024

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

REC 4.25

1/1/15

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: Lot 14 Haywood Street, Winston Salem, 27105
 Buyer: _____
 Seller: JBP LLC

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

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

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



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

B. Legal/Land Use Aspects

- 1. Current or past title insurance policy or title search..... Yes No NR
- 2. Copy of deed(s) for property..... Yes No NR
- 3. Government administered programs or allotments..... Yes No NR
- 4. Rollback or other tax deferral recaptures upon sale..... Yes No NR
- 5. Litigation or estate proceeding affecting ownership or boundaries..... Yes No NR
- 6. Notices from governmental or quasi-governmental authorities related to the property.. Yes No NR
- 7. Private use restrictions or conditions, protective covenants, or HOA..... Yes No NR
 If yes, please describe: _____
- 8. Recent work by persons entitled to file lien claims..... Yes No NR
 If yes, have all such persons been paid in full Yes No NR
 If not paid in full, provide lien agent name and project number: _____
- 9. Jurisdictional government land use authority:
 County: Forsyth City: Winston Salem
- 10. Current zoning: RS7
- 11. Fees or leases for use of any system or item on property Yes No NR
- 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... Yes No NR
- 13. Access (legal and physical) other than by direct frontage on a public road
 Access via easement..... Yes No NR
 Access via private road Yes No NR
 If yes, is there a private road maintenance agreement? yes no
- 14. Solar panel(s), windmill(s), cell tower(s)..... Yes No NR
 If yes, please describe: _____

C. Survey/Boundary Aspects

- 1. Current or past survey/plat or topographic drawing available..... Yes No NR
- 2. Approximate acreage: .22
- 3. Wooded Acreage _____; Cleared Acreage _____
- 4. Encroachments..... Yes No NR
- 5. Public or private use paths or roadways rights of way/easement(s)..... Yes No NR
 Financial or maintenance obligations related to same Yes No NR
- 6. Communication, power, or other utility rights of way/easements Yes No NR
- 7. Railroad or other transportation rights of way/easements..... Yes No NR
- 8. Conservation easement Yes No NR
- 9. Property Setbacks..... Yes No NR
 If yes, describe: _____
- 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... Yes No NR
- 11. Septic Easements and Repair Fields Yes No NR
- 12. Any Proposed Easements Affecting Property..... Yes No NR
- 13. Beach Access Easement, Boat Access Easement, Docking Permitted..... Yes No NR
 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): _____

COOPERATING COMPENSATION AGREEMENT

NOTE: Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Use Form 150 instead of this form if you are creating a compensation agreement with an unrepresented seller.
DO NOT UPLOAD THIS FORM TO THE MLS

“Seller” : Jon Bruner, Broker/Owner _____

“Buyer” : _____

“Property” : Lot 14 Haywood Street Winston Salem, NC 27105 _____

1. **FEE:** (Check Only One) Seller or Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the “Fee”), subject to the terms of this agreement:

- 5% _____ % of the gross sales price;
- A flat fee of \$ _____; or,
- Other: _____

2. **PAYMENT OF THE FEE:**

- a. The Fee will be earned by the Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the “Contract”) during the term of this agreement. The Fee will be due and payable to Selling Firm when the Buyer, any authorized assignees of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
- b. The Fee will be paid at closing , as defined in the Contract , unless otherwise agreed.

3. **CONDITIONS OF PAYMENT:**

- a. It is agreed the Buyer and Selling Firm shall fully explore the impact of any and all existing restrictive covenants, homeowners association cost, restrictions or planned assessments, planned or proposed construction of roads, highways, or additional infrastructure, as well as planned or proposed zoning changes, zoning violations, changes to adjacent land uses or any environmental hazards, encroachments or easements, square footage of dwelling or dwellings, age of systems, acreage, lack of proper permitting to structural additions, repairs, or any other improvements..
- b. The Listing Firm accepts no liability from Buyers or Selling agents failure to fully execute due diligence on these or any other matter and shall constitute a breach of this agreement.

4. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or April 30th, 2025, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller’s breach.

5. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney’s fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina Law.



THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

<p>Date: <u>10/8/2024</u></p> <p>Listing Firm: <u>The Real Estate works, Inc</u></p> <p>Agent Name (Print): <u>Jon Bruner</u></p> <p>By: <u><small>DocuSigned by:</small> Jon Bruner <small>098BF0C0C8D64DE</small></u> (Agent Signature)</p>	<p>Date: _____</p> <p>Selling Firm: _____</p> <p>Agent Name (Print): _____</p> <p>By: _____ (Agent Signature)</p>
<p>Date: <u>10/8/2024</u></p> <p>Seller: <u><small>DocuSigned by:</small> Jon Bruner, Broker/Owner <small>4F8EF9C6CED84F2</small></u> (Signature)</p> <p>Date: _____</p> <p>Seller: _____ (Signature)</p> <p>Entity Seller: <u>Jon Bruner, Broker/Owner</u> (Name of LLC/Corporation/Partnership/Trust/Etc.)</p> <p>By: <u><small>DocuSigned by:</small> Jon Bruner, Broker/Owner <small>4F8EF9C6CED84F2</small></u></p> <p>Name (Print): <u>Jon Bruner, Broker/Owner</u></p> <p>Title: _____</p> <p>Date: <u>10/8/2024</u></p>	<p>Date: _____</p> <p>Buyer: _____ (Signature)</p> <p>Date: _____</p> <p>Buyer: _____ (Signature)</p> <p>Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.)</p> <p>By: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.</p>