# Lincolnton Farm

743 LORE ROAD, LINCOLNTON, NC 28092

Land

FOR Sale SIZE

±43 AC

PRICE

\$550,000





Overview

Located just minutes from Downtown Lincolnton

Working Together

Beautiful setting located on a bend of the South Fork of the Catawba River consisting of +/-4000 feet of river frontage

Excellent opportunity for a small farm and/or family compound

Structures include a +/-1750sf modular home and two barns and a shed.

(All structures sold in their AS-IS, WHERE IS condition with no representation from Seller)

Zoned R-25, Rural Residential District

\*Portions of the fence do not convey

±43 Acres of Farm Land for Sale



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### Locator

### **Demographics**

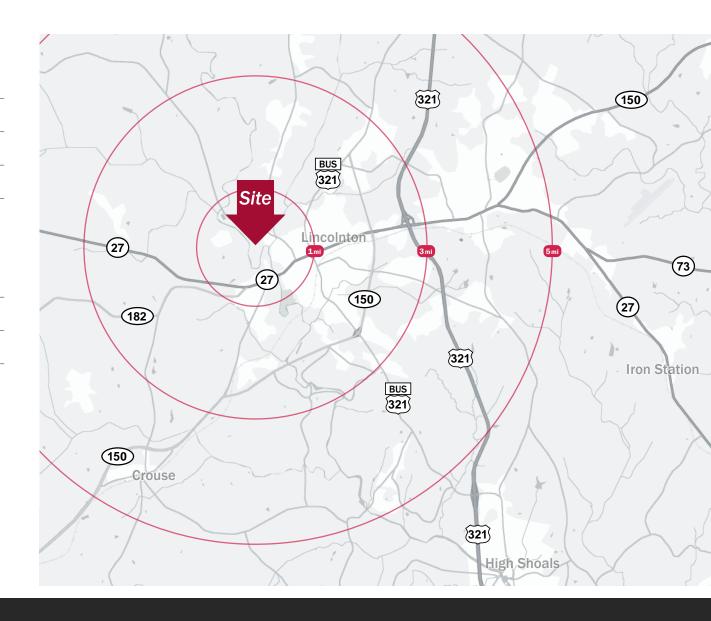
Source: Esri® 2024

	1 mile	3 mile	5 mile
Population	2,426	14,313	29,582
Growth Rate	0.74%	0.32%	0.30%
Avg. HH Income	\$64,432	\$74,062	\$80,798

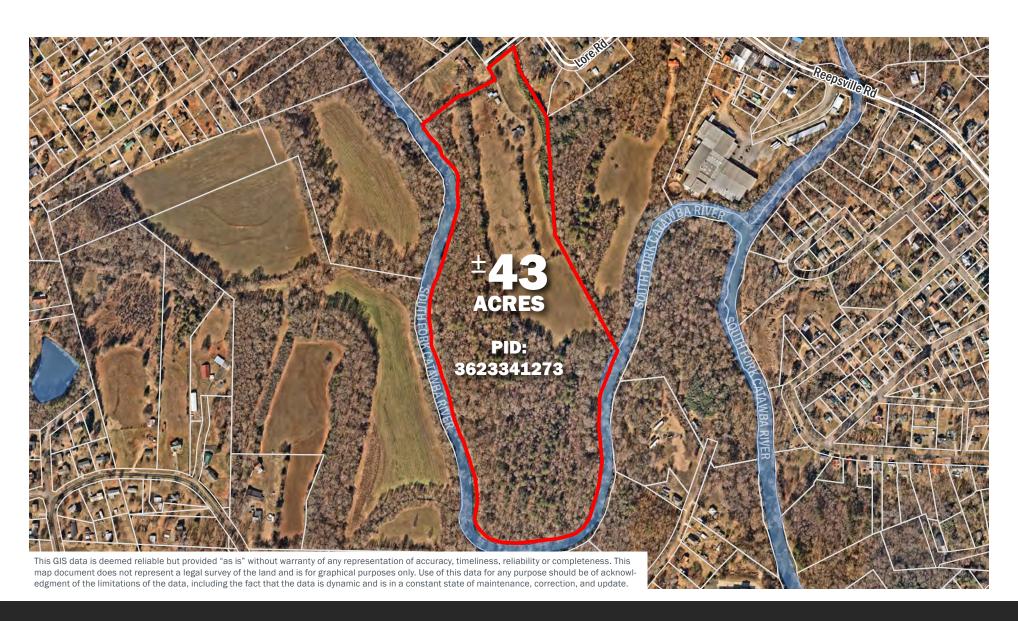
### **Traffic Count**

Source: Esri® 2024

	AADT
Reepsville Rd	4,600 (2024)
Hwy 27	15,311 (2024)



743 LORE ROAD, LINCOLNTON, NC 28092



### 743 LORE ROAD, LINCOLNTON, NC 28092





Medical | Industrial | Retail | Land | Investment | Office

### NORTH CAROLINA REAL ESTATE COMMISSION



# Residential Property And Owners' Association Disclosure Statement

### Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description:_	743 Lore Rd, Lincolnton, NC 28092
	Chandler Mercer, Sophie Mercer, Kristin Thompson

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials	Owner Initials CBM
Buyer Initials	Owner Initials

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

	Yes	No	NK
A1. Is the property currently owner-occupied?  Date owner acquired the property: 7/19/24  If not owner-occupied, how long has it been since the owner occupied the property? 4-5months		X	
A2. In what year was the dwelling constructed?			$\left(\mathbf{x}\right)$
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?			X)
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply)  O Brick Veneer O Vinyl O Stone O Fiber Cement O Synthetic Stucco O Composition/Hardboard			X
○ Concrete ○ Aluminum ○ Wood ○ Asbestos ○ Other:			
A5. In what year was the dwelling's roof covering installed?			$(\mathbf{x})$
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?			(v)
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?			$\mathbf{x}$
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?			$\mathbf{x}$
A9. Is there a problem, malfunction, or defect with the dwelling's:			
NA Yes No NR NA Yes No NR NA Yes	No I	NR	
Foundation \( \) \	_	(x)	
Slab O O O Doors O O O Fireplace/Chimney O Patio O O O O O O Interior/Exterior Walls O	_	$\stackrel{(x)}{\sim}$	
Patio	_	(x) (x)	
Explanations for questions in Section A (identify the specific question for each explanation):			
SECTION B. HVAC/ELECTRICAL			
	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?			$\mathbf{x}$
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?			
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			X
○ Furnace [# of units] Year: ○ Heat Pump [# of units] Year:			
○ Baseboard [# of bedrooms with units] Year: Other:Year:			

Buyer Initials Owner Initials CBM
Owner Initials

	Yes	No	NR
B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)			$\mathbf{x}$
Central Forced Air: Year: Year			
Other: Year:			
B5. What is the dwelling's fuel source? (Check all that apply)  © Electricity O Natural Gas O Solar O Propane O Oil Other:			
Explanations for questions in Section B (identify the specific question for each explanation):			
SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC			
	Yes	No	NR
C1. What is the dwelling's water supply source? (Check all that apply)  O City/County O Shared well O Community System O Private well O Other:			X
If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).			
○ Quality			
C2. The dwelling's water pipes are made of what type of material? (Check all that apply)  Output  Outp			$\mathbf{x}$
C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture)  OGas: OSolar: OSola			$\mathbf{x}$
C4. What is the dwelling's sewage disposal system? (Check all that apply)			$\left(\begin{array}{c} \\ \mathbf{v} \end{array}\right)$
<ul> <li>○ Septic tank with pump</li> <li>○ Community system</li> <li>○ Septic tank</li> <li>○ Drip system</li> <li>○ City/County system available</li> <li>○ Other:</li> </ul>			•
O Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.			
If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _3 ONO Records Available  Date the septic system was last pumped:			
C5. Is there a problem, malfunction, or defect with the dwelling's:			
NA Yes No NR NA Yes	No	NR	
Septic system O O O Plumbing system (pipes, fixtures, water heater, etc.) O O Water supply (water quality, quantity, or pressure) O		$\bigcirc$	
Explanations for questions in Section C (identify the specific question for each explanation):			
Buyer Initials Owner Initials _CBM Buyer Initials Owner Initials			REC 4.22 REV 5/24

# SECTION D. FIXTURES/APPLIANCES

		No	NR
1. Is the dwelling equipped with an elevator system?			
yes, when was it last inspected?ate of last maintenance service:			
2. Is there a problem, malfunction, or defect with the dwelling's:			
NA Yes No NR NA Yes No NR NA Yes No NR	NA	Yes I	No NR
tic fan, exhaust O O O Irrigation O O O Sump O O Garage d system		$\bigcirc$ (	$\circ$
Elevator system O O Pool/hot tub O O Gas O O Secu	rity (	$\bigcirc$ (	0 0
ppliances to be O O TV cable wiring O O Central O Oth		$\bigcirc$ (	0 0
conveyed or satellite dish vacuum vacuum rplanations for questions in Section D (identify the specific question for each explanation):			
SECTION E. LAND/ZONING			
LAND/ZONING	Yes	No	NR
1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the		110	
operty?			X
2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local nd-use restrictions (including setback requirements?)			x
3. Is the property in violation of any building codes (including the failure to obtain required ermits for room additions or other changes/improvements)?			x
4. Is the property subject to any utility or other easements, shared driveways, party walls, acroachments from or on adjacent property, or other land use restrictions?			x
5. Does the property abut or adjoin any private road(s) or street(s)?			$\mathbf{x}$
6. If there is a private road or street adjoining the property, are there any owners' association of aintenance agreements dealing with the maintenance of the road or street? $\bigcirc NA$			x
planations for questions in Section $E$ (identify the specific question for each explanation):			
SECTION F. ENVIRONMENTAL/FLOODING			
	Yes	No	NR
1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde don gas, methane gas, lead-based paint) that exceed government safety standards located on or hich otherwise affect the property?	\ /		x

Buyer Initials Owner Initials CBM Owner Initials

REC 4.22 REV 5/24

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?			$\mathbf{x}$
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?			X
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?			$\mathbf{x}$
F5. Is the property located in a federal or other designated flood hazard zone?			$\mathbf{x}$
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?			X
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?			X
F8. Is there a current flood insurance policy covering the property?			$(\mathbf{x})$
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?			$\mathbf{x}$
F10. Is there a flood or FEMA elevation certificate for the property?			$\mathbf{x}$
SECTION G. MISCELLANEOUS			
	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?			$\mathbf{x}$
G2. Is the property subject to a lease or rental agreement?			$\mathbf{x}$
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?			X
Explanations for question in Section G (identify the specific question for each explanation):			

# SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

			Yes	No	NR
limited to, obligations to p If "yes," please provide th the property is subject [ins	eay regular assessments of information requested l				XX
The name, address, telephoassociation manager are:		of the president of the owners' association or the			
b. (specify name)		whose regular assessments ("dues") are of the president of the owners' association or the			
association manager are: _c. Are there any changes to which the lot is subject?	o dues, fees, or special as	ssessment which have been duly approved and to	)		
is subject:	nd amount of the dues, for	ees, or special assessments to which the property			
•	yance or transfer of the lo	by the association's management company in ot or property to a new owner?			X
association's governing do	cuments involving the pr	ing lawsuit, or existing or alleged violation of the roperty? it, unsatisfied judgment, or existing or alleged			X
H4. Is there any unsatisfied If "yes," state the nature of		wsuits against the association? ent or pending lawsuit:			$\mathbf{x}$
Explanations for questions	in Section H (identify th	he specific question for each explanation):			
Owner(s) acknowledge(s) ha correct to the best of their ki		sure Statement before signing and that all informa	tion is tı	rue and	I
		Date			
Owner Signature.	(pm	Date <u>2/25/25</u>			
Owner Signature:		Date			
Buyers(s) acknowledge(s) red	ceipt of a copy of this Disc	closure Statement and that they have reviewed it b	efore sig	gning.	
Buyer Signature:		Date			
Buver Signature:		Date			

#### **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  $\sqrt{\ }$  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:

CBM Buyer Initials	1. Mineral rights were severed from the property by a previous owner.				
<u>CBM</u> Buyer Initials	2. Seller has severed the mineral rights from the property.		□dx		
<u>CBM</u> Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.				
<u>cbm</u> Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.				
<u>cbm</u> Buyer Initials	5. Seller has severed the oil and gas rights from the property.				
<u>chm</u> Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		□ax		
	Note to Purchasers				
may under of you must per calendar day whichever of transaction of the contraction of the	reproperty, or exercise an option to purchase the property pursuant to a lease with tertain conditions cancel any resulting contract without penalty to you as the purchasonally deliver or mail written notice of your decision to cancel to the owner or responsible your receipt of this Disclosure Statement, or three calendar days following your receipt of this Disclosure Statement, or three calendar days followers first. However, in no event does the Disclosure Act permit you to cancel a correct (in the case of a sale or exchange) after you have occupied the property, whiches the property of the proper	chase the ov owing contra	r. To can vner's ag the date ct after s ccurs firs	cel the contract, gent within three of the contract, settlement of the	
Owner's Name(s):	Chandler Mercer, Sophie Mercer, Kristin Thompson				
Owner(s) acknowled date signed.	dge having examined this Disclosure Statement before signing and that all inf	forma	tion is t	· ·	f the
Owner Signature:_	Date	_2/25	/25,	·	
Owner Signature:	Date	2	,		
Purchaser(s) acknown that this is not a way or subagent(s).	vledge receipt of a copy of this Disclosure Statement; that they have examined i irranty by owner or owner's agent; and that the representations are made by th	t befo ie owi	re signin ner and	ig; that they underst not the owner's ager	and nt(s)
Purchaser Signatur	e: Dat	e	,	·	
Purchaser Signatur	e: Dat	e	,		

Yes No No Representation