Sealed Bid Land Sale

Land for Sale by Owner

November 19, 2026

Terms and Conditions

Please review this carefully. In order to be considered eligible to bid, you must sign and return the Acknowledgment and Acceptance of these Terms, Conditions and Procedures.

1. Bidding Registration: You may register any time prior to the Sealed Bid Opening on November 19, 2026. Registration is required to become an eligible Bidder on each property. To register, a prospective bidder must sign the acknowledgment (Article 10 of this document) that he/she has read and agrees to be bound by the Terms, Conditions and Procedures. The bidder is required to provide his/her full name, residence/business address, telephone numbers, e-mail address and driver's license number. Prospective bidders are advised to review all information available from seller and other sources prior to submitting an offer to purchase. Materials provided to bidders are for informational purposes only and may not be relied upon solely. All sketches and dimensions in the package are approximate. It is highly recommended and encouraged that each bidder independently verify all information and perform his/her own physical inspection of the property. All provided information and any related materials are subject to the terms and conditions outlined in the purchase agreement. You may contact Bob Rowell (864-909-1035) or (email rowellbk@gmail.com) with any questions or for a private showing of any property.

2. Bidding Procedure: A sealed bid offer may be made on one tract or any combination of tracts. Bids are to be made on a per acre basis. Bids for the Twin Chimneys Farm tracts 2 and 3 will be based on GPS acreages provided by Seller. Final prices will be determined by new surveys provided by Seller prior to closing. Bids for Tract 1 will be based on 7.78 surveyed acres. Bids for the tract at Roebuck, SC will be based on 102.15 surveyed acres. A bid deposit in the amount of 10% of the bid price x the number of

acres in the form of a cashier's check will be required to accompany the bid. Bid deposits must be in the form of a cashier's check made payable to Deer Creek, Inc. for the tract at Roebuck, SC and to Utilization & Management , LLC for the Twin Chimneys Farm tracts near Woodruff, SC. NO SEALED BIDS WILL BE CONSIDERED WITHOUT RECEIPT OF THE 10% DEPOSIT. A second "backup" bid may be placed on another property in case the bidder is not successful with his/her first bid, and as a result, wants to acquire a different tract. Bidders may submit bids on multiple properties in this manner if they so desire. Only one deposit is necessary, but must be for 10 % of the highest bid amount. Bids and deposits may be submitted by mail or in person, on the day of the sale. Bids on the properties will be opened at 10 am on Thursday, November 19, 2026 at the 5 acre pond for Twin Chimneys Farm located at 8340 Hwy 221, Woodruff, SC 29388 (see the location on the aerial map). The amount of the high bid for each tract will be announced at that time. Notification of acceptance or rejection of high bids will be given to bidders by Friday, November 20, 2026. Bids for the properties may be delivered in person or may be mailed to Bob Rowell at PO Box 278, Moore, SC 29369. The bottom of the envelope should be marked "SEALED BID". Bids may be mailed to Rowell Land & Timber Company, Inc. at P.O. Box 278 Moore, S.C. 29369. The bottom of the envelope should be marked "Bid Sale".

BID DEPOSITS for successful bids are nonrefundable and will be applied towards the purchase price at closing. Deposits for unsuccessful bids will be immediately returned to the Bidder.

Seller reserves the right to reject any and all bids. In the instance of a tie, Seller will take bids again from the bidders that are tied.

3. Sales Contract: All winning Bidders will execute a Real Estate Sales Contract by November 30, 2026.

4. CLOSING: The balance of the Purchase Price will be due at closing on or before 30 days after the execution of the Real Estate Sales Contract. Time is of the essence. If Purchaser fails to close, the Seller will retain the 10% deposit as liquidated damages. Additional time for closing will be allowed if a legitimate issue arises such as a bank loan processing delay or more time needed for a survey to be finalized.

CLOSING COSTS: All property taxes for 2026 shall be prorated between Seller and Buyers as of the date of closing. Seller shall pay for any realtor commissions, boundary surveys, preparation of the deed, documentary stamps, deed transfer tax and fees and

expenses of its own local attorney. Buyer shall pay all other closing expenses for this transaction including, but not limited to, any deferred ad valorem taxes (rollback taxes) due as a result of the Buyers changing the use of the property, compensation of the Closing Agent, recording fees, preparation fees for all closing documents and all fees for the Buyers ' "Due Diligence", including soil percolation tests.

Closing shall take place at the office of White & Sereque, Real Estate Attorneys, located at 205 Magnolia Street, Spartanburg, SC 29306. David Sereque will handle all closing documents. Questions concerning Buyer fees, such as Title Insurance, among others, may be directed to David at 864-573-9503.

5. Fire or Other Casualty: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. TITLE: Title will be delivered at closing by General Warranty Deed and must be fee simple marketable title, free and clear of all encumbrances except for Ad valorem property taxes for the current year (prorated to date of closing), Deed Restrictions, Road Rights-of –Way and utility easements.

Ditch to ditch right-of-way access for Tracts 2 and 3 along the private gravel road off of Simmons Road is guaranteed by Seller for purposes of ingress and egress.

Seller retains and reserves an Easement through Tract 1 (7.78 acres) which is fifty (50') feet in width for ingress, egress, and emergency access, over, on, and through the subject property for the purpose of connecting an emergency access easement and/or possible subdivision entrance on Seller's adjacent property and running along the northern boundary line of the subject property to at least one (1) internal road connecting to US HWY 221, to be constructed on the subject property and once such internal road is constructed and completed. The precise location and length of the Easement reserved hereby shall be determined and fixed upon completion of a new internal road on the subject property.

7. The Seller(s), their representatives, agents, and sub-agents assume no liability for errors or omissions in the Property listing or advertising or promotional/publicity statements and material. Seller has no liability whatsoever for any oral or written representation, warranties or agreements relating to the Property except as expressly set forth in the Real Estate Sales Contract(s). The Property(ies) will be sold "As Is", "Where Is" and with all faults, with no warranties other than good title as set forth in Section 6, above

expressed or implied. All Bidders are encouraged to inspect the Property(ies) prior to the closing of the Bid Sale.

8. REPRESENTATIONS: All information was derived from sources believed to be correct, but is not guaranteed. Prospective Purchasers shall rely entirely on their own information, judgment, and inspection of the property and records. Seller(s) make no representation or warranties as to the accuracy or completeness of any information provided. Acreages on the Twin Chimneys Farm GPS map are approximations only.

9. BROKER PARTICIPATION: There is a Broker Participation fee on this sale of 3%. The fee will be paid upon closing to any licensed broker or agent whose prospect pays for and closes on the property. Brokers must register their prospects in writing with Seller. Registrations should be sent on the broker registration form and must be submitted prior to sealed bid opening. Registration must be signed by both broker and prospect. No commission will be paid on any property unless proper procedures have been followed. A broker will not be recognized for prospects who have previously contacted the Seller and there can be no exceptions to this procedure. Absolutely no oral registrations will be accepted.

10. ACCEPTANCE AND ACKNOWLEDGEMENT: The Undersigned Bidder acknowledges that he/she has read and understands these Procedures, Terms and Conditions and agrees to be bound thereby.

_____ _____

Bidder Name (Print) Date

_____ _____

Bidder Name (Signature) Driver License Number

_____ _____

Company Name Phone

_____ _____

Email

If represented by a broker, please identify them here:

_____ _____

Broker Name (Print) Date

_____ _____

Broker Name (Signature) Phone

The method in which you found out about the sale was:

___ Internet (Search Engine) ___ Word of Mouth ___ Face Book Advertisement

___ Other_____ ___ Road Sign ___ Realtor/Broker