



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Jennifer Pennington

AUCTION LOCATION - Online only at www.UnitedCountryCharlotte.com/Auctions

AUCTION END DATE - Tuesday, February 28th, 2023 at 4:00 PM (EST)

AUCTIONEER — Kayla Carder (Auctioneer / Broker) of United Country — The McLemore Group located at 107-B North Trade St.; Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering +-

■ 812 3rd Avenue Dr. SE Hickory, NC 28602 - Parcel ID # 370212856678 (Catawba County)

General Terms and Conditions

This is a Reserve Auction. 10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract

Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close on or before March 28th, 2023. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$2,000.

BIDDER REGISTRATION - Register for online only auction at www.UnitedCountryCharlotte.com/Auctions.

Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on Tuesday February 28th, 2023 ending at 4 PM. Final high bid plus 10% Buyer's Premium will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus 10% Buyer

Premium. Purchaser will be required to make a \$2,000 Earnest Money Deposit and close on or before March 28th, 2023.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a \$2,000 Earnest Money on May 3rd, 2021. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by Deed of General Warranty, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively '{Attendees}') are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction.

AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING FEBRUARY 28TH, 2023

@ 4PM EST

www.TheMcLemoreGroup.com



**The McLemore
Group**



AREA MAP

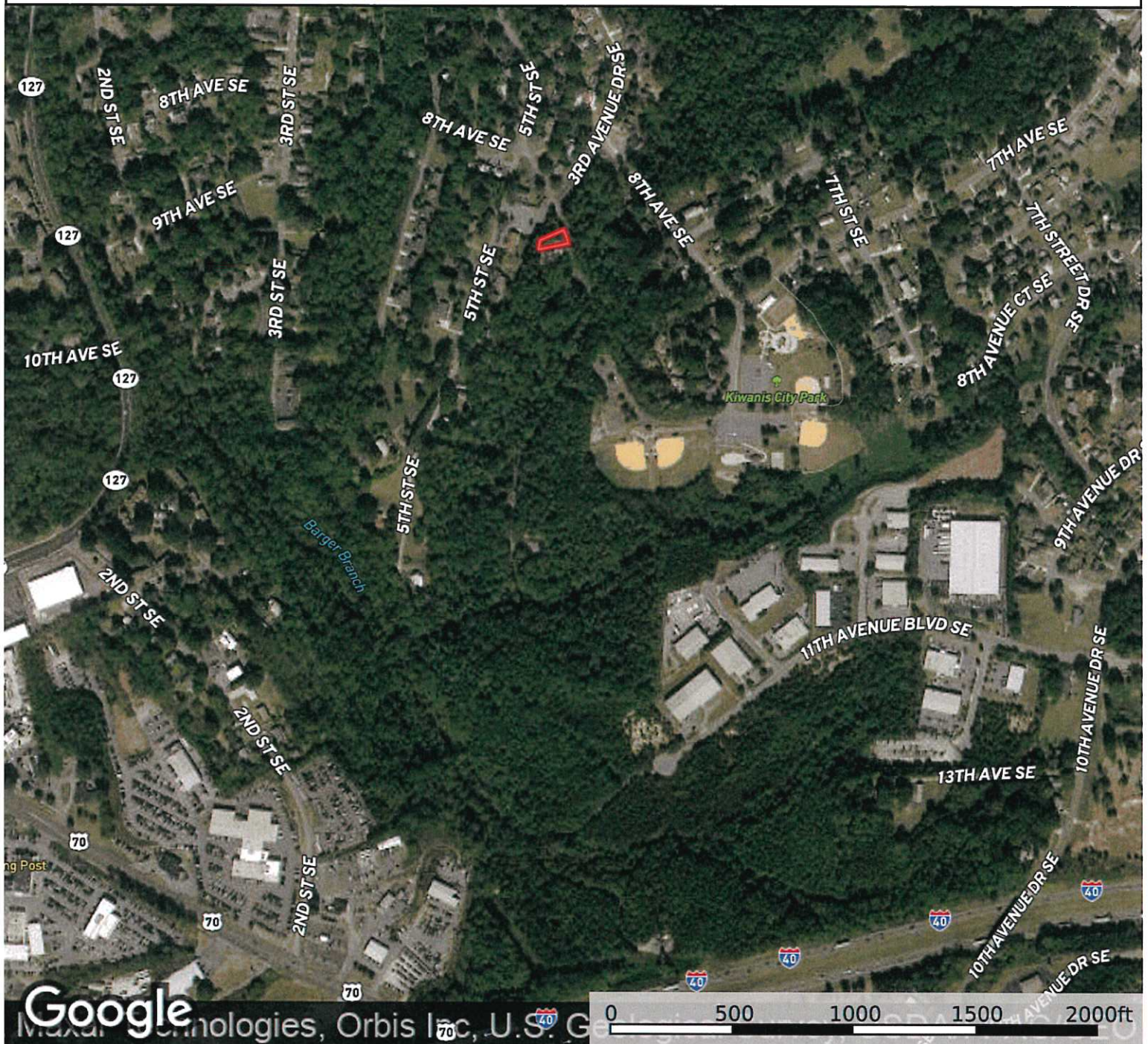
ONLINE ONLY AUCTION, ENDING FEBRUARY 28TH, 2023

@ 4PM EST

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LOCATION MAP

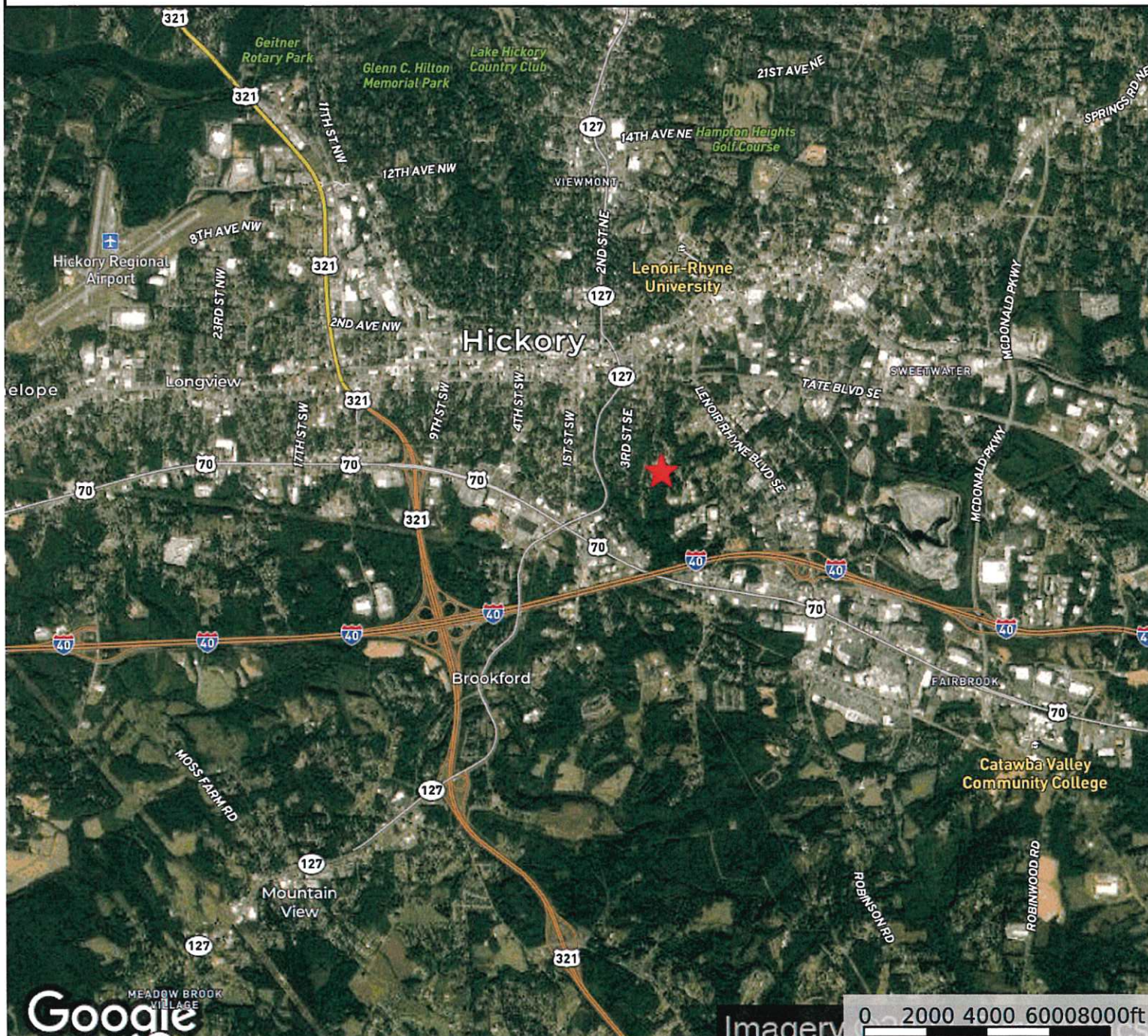
ONLINE ONLY AUCTION, ENDING FEBRUARY 28TH, 2023

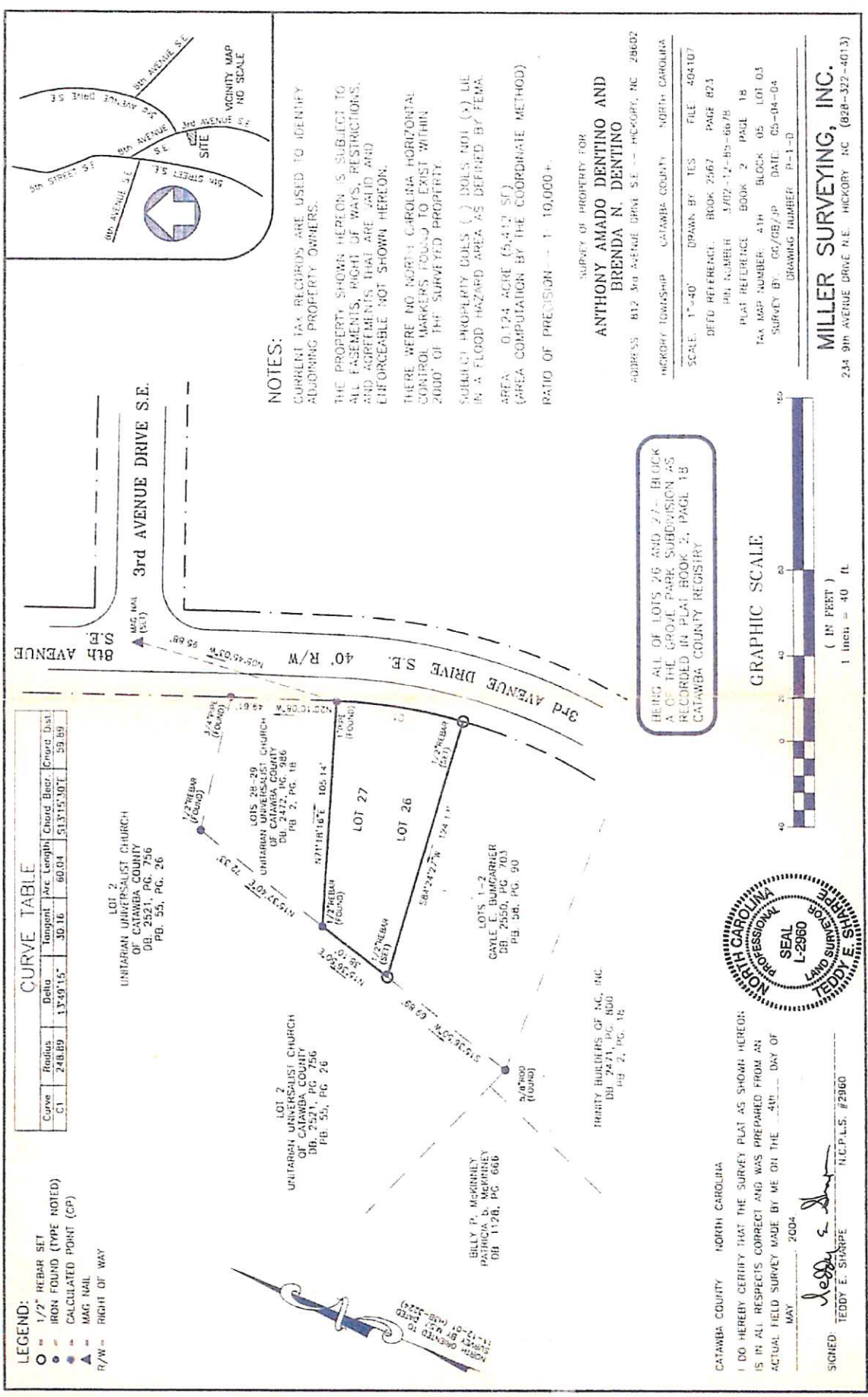
@ 4PM EST

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CURVE TABLE

Curve	Radius	Delta	Tangent	Arc Length	Chord Bear.	Chord Dist.
C1	248.89	113°09'15"	30.16	60.04	S13°15'30"E	59.89

LEGEND:

- 1/2" REBAR SET
- IRON FOUND (TYPE NOTED)
- CALCULATED POINT (CP)
- MAG NAIL
- R/W = RIGHT OF WAY

LOT 2
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2521, PG. 756
PB. 55, PG. 26

LOT 27
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2472, PG. 986
PB. 2, PG. 18

LOT 26
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2550, PG. 703
PB. 5B, PG. 90

LOT 1-2
GAYLE E. BUNGARER
DB 2550, PG. 703
PB. 5B, PG. 90

LOT 28-30
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2472, PG. 986
PB. 2, PG. 18

LOT 29
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2521, PG. 756
PB. 55, PG. 26

LOT 30
UNITARIAN UNIVERSALIST CHURCH
OF CATAWBA COUNTY
DB 2521, PG. 756
PB. 55, PG. 26

8th AVENUE S.E.
MAG NAIL (S&T)

3rd AVENUE DRIVE S.E.

40' R/W

3rd AVENUE DRIVE S.E.

3rd AVENUE DRIVE S.E.

3rd AVENUE DRIVE S.E.

3rd AVENUE DRIVE S.E.

3rd AVENUE DRIVE S.E.

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NOTES:

CURRENT TAX RECORDS ARE USED TO IDENTIFY ALLOWING PROPERTY OWNERS.

THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, RESTRICTIONS, AND AGREEMENTS THAT ARE VALID AND ENFORCEABLE NOT SHOWN HEREON.

THERE WERE NO NORTH CAROLINA HORIZONTAL CONTROL MARKERS FOUND TO EXIST WITHIN 2000' OF THE SURVEYED PROPERTY.

SUBJECT PROPERTY DOLS () DOES NOT (X) LIE IN A FLOOD HAZARD AREA AS DEFINED BY FEMA.

AREA 0.124 ACRE (5,412 SF)

(AREA COMPUTATION BY THE COORDINATE METHOD)

RATIO OF PRECISION = 1:10,000 ±

SURVEY OF PROPERTY FOR

**ANTHONY AMADO DENTINO AND
BRENDA N. DENTINO**

ADDRESS 812 3rd AVENUE DRIVE S.E. - HICKORY, NC 28602

HICKORY TOWNSHIP CATAWBA COUNTY NORTH CAROLINA

SCALE 1"=40' DRAWN BY YES FILE 404107

DETO REFERENCE BOOK 2567 PAGE 823

PLAT NUMBER 1/02-12-85-66/78

PLAT REFERENCE BOOK 2 PAGE 18

TAX MAP NUMBER 4TH BLOCK 05 LOT 03

SURVEY BY GC/DB/JP DATE 05-04-04

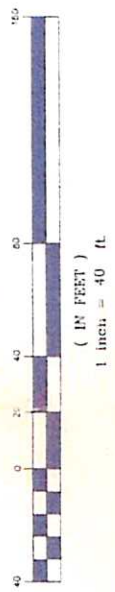
DRAWING NUMBER P-1-D

MILLER SURVEYING, INC.

234 9th AVENUE DRIVE N.E. HICKORY NC (828-322-4013)

BEING ALL OF LOTS 26 AND 27- BLOCK
A OF THE GROL PARK SUBDIVISION AS
RECORDED IN PLAT BOOK 2, PAGE 18
CATAWBA COUNTY REGISTRY

GRAPHIC SCALE



CATAWBA COUNTY NORTH CAROLINA

I DO HEREBY CERTIFY THAT THE SURVEY PLAT AS SHOWN HEREON
IS IN ALL RESPECTS CORRECT AND WAS PREPARED FROM AN
ACTUAL FIELD SURVEY MADE BY ME ON THE 4th DAY OF
MAY 2004

SIGNED Teddy E. Sharpe N.C.P.L.S. #2960

FILED CATAWBA COUNTY

on Feb 23, 2017 at 03:12 pm

Excise Tax \$6.00 PS

INSTR. # 03219

DONNA HICKS SPENCER
REGISTER OF DEEDS

Bk 03386 Pg 1727-1729

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Revenue \$16

QUITCLAIM DEED

On _____ THE GRANTOR(S),

- Ryan Huffman, a single person,

for and in consideration of: \$3,000.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Jennifer J. Pennington, a single person, residing at 1640 Lindsey Lane, Conover, NC County, North Carolina 28613

the following described real estate, situated in Hickory, in the County of Catawba, State of North Carolina:

Legal Description: All of lots 26 and 27, Block A, of the Grove Park Subdivision as shown on the plat thereof which is recorded in Plat Book 2, Page 18, Catawba County Registry.

A map showing the property is recorded in Plat Book 2, Page 18, Catawba County.

Derivation: This property was acquired by the Grantor by a Warranty Deed, dated October 28, 2016 and recorded with the Catawba recorder, in Book 03369, Page 0576-0577, Catawba County.

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: 370212856678

Mail Tax Statements To:
Jennifer J. Pennington
2359 Hwy 70 SE, #320
Hickory, North Carolina 28602

1728

[SIGNATURE PAGE FOLLOWS]

WEB

Grantor Signatures:

DATED: 2/23/2017
[Signature]

1729

Ryan Huffman
1640 Lindsey Lane
Conover, North Carolina, 28613

Prepared By:

Jennifer J. Pennington
2359 Hwy 70 SE
Hickory, North Carolina 28602

After Recording Return To:

Jennifer J. Pennington
✓ 2359 Hwy 70 SE, #320
Hickory, North Carolina 28602

STATE OF NORTH CAROLINA, COUNTY OF CATAWBA, ss:

On this 23 day of February, 2017, before me, Morgan Casanova
a notary public, personally appeared Ryan Huffman, known to me (or
satisfactorily proven) to be the persons whose names are subscribed to the within instrument and
acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.



[Signature]
Notary Public

Morgan Casanova Notary Public
Title (and Rank)

My commission expires 18 November 2018

2.11.6 Conflicts of Interest Generally (TA 21-01)

- (A) For the purposes of this section, if an objection is raised to a board member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.
- (B) For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

3 Base Zoning Districts

3.1 Residential Zoning Districts

3.1.1 The following residential zoning districts are hereby established:

Full Name	Short Name/Map Symbol
Low Density Residential	R-1
Medium Density Residential – 2	R-2
Medium Density Residential – 3	R-3
High Density Residential – 4	R-4

3.1.2 Characteristics of Residential Zones (TA 21-01)

The **Low Density Residential (R-1)** district implements the "Low Density Residential" policies of the Hickory by Choice 2030 Comprehensive Plan. The R-1 zoning district is the lowest density residential district in the City of Hickory. It is intended for large lot single-family, including manufactured housing. It allows a maximum density of 2 dwelling units per acre. Public infrastructure, when available, is required to serve this type of development. Characteristics of these areas include the following:

- (1) Large lot suburban single-family subdivisions,
- (2) Conservation subdivisions, and
- (3) Automobile oriented.

The **Medium Density Residential (R-2)** district implements the "Medium Density Residential" policies of the Hickory by Choice 2030 Comprehensive Plan. The R-2 zoning district is composed of predominantly single-family detached development. It allows a maximum density of 4 dwelling units per acre. Public infrastructure is required to serve this type of development. Characteristics of these areas include the following:

- (1) Suburban single-family subdivisions,
- (2) Conservation subdivisions,
- (3) Larger homes and lots, and
- (4) Automobile oriented.

The **Medium Density Residential (R-3)** district implements the "Medium Density Residential" policies of the Hickory by Choice 2030 Comprehensive Plan. The R-3 zoning district is composed of single-family residential development (attached and detached) and two-family residences, and small scale multi-family residential developments. It allows a maximum density of 8 dwelling units per acre. The R-3 zone acts as a transition zone between lower density residential development

and non-residential development. These areas are located directly adjacent or within commercial service areas but not further than ¼ mile from these areas. Public infrastructure is required to serve this type of development. Characteristics of these areas include the following:

- (1) Small lot single and two family development,
- (2) Small scale multi-family development,
- (3) Increased transportation options (pedestrian, bicycle, and transit), and
- (4) Increased access to commercial/ service and cultural and civic areas.

The **High Density Residential (R-4)** district implements the “High Density Residential” policies of the Hickory by Choice 2030 Comprehensive Plan. The R-4 zone is the highest density residential zoning district. It is primarily composed of multi-family residential development, as well as small lot single-family development. The R-4 district also provides areas for manufactured housing. It allows a maximum density of 20 dwelling units per acre. These areas are located directly adjacent or within commercial service areas but not further than ¼ mile from these areas. Public infrastructure is required to serve this type of development. Characteristics of these areas include the following:

- (1) Larger scale multi-family development,
- (2) Small lot single-family residential, and
- (3) Opportunities for the replacement of existing manufactured home stock.

Design Standards for Nonresidential Buildings. Nonresidential buildings in the R-1, R-2, R-3, and R-4 zoning districts shall be subject to the design standards of Sec. 3.3.1.

Regulation of Building Design Elements. Except as authorized by NCGS 160D-702(b), this ordinance shall not regulate the building design elements of any structures subject to regulation under the North Carolina Residential Code for One- and Two-Family Dwellings.

Design Standards for Container Homes and Non Traditional Dwellings. Container homes and non-traditional dwellings, including tiny homes, shall be required to meet the appearance and set-up standards required for manufactured homes as outlined in Chapter 6, as well as North Carolina residential Building Code for One and Two-family Dwellings.

3.2 Non-Residential Zoning Districts

3.2.1 The following non-residential zoning districts are hereby established:

Full Name	Short Name/Map Symbol
Neighborhood Center Commercial	NC
Community Center Commercial	CC-1
Commercial Corridor	CC-2
Office and Institutional	OI
Central Business District	C-1
General Business	C-2
Regional Commercial	C-3
Industrial	IND

	R-1	R-2	R-3	R-4	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND	Standards (Notes)
Residential Categories													
Residential Household Living													
Single-family Residence (detached)	P	P	P	P	P	P	P	P	P				(TA 22-01)
Single-family Residence (attached)	P	P	P	P	P	P	P	P	P	P	P		(TA 21-01, 22-01)
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P	P	P		6.3.2, (TA 21-01, 22-01)
Caretaker's Residence					AC	AC	AC	AC	AC	AC	AC	AC	(TA 21-01)
Duplexes	P		P	P	P	P	P	P	P	P			(TA 11-01, 14-01, 21-01)
Manufactured Home	P												6.2.13 (TA 22-01)
Manufactured Home Park	S												6.2.14 (TA 22-01)
Multi-family Structure			P	P	P	P	P	P	P	P	P		
Upper Story Residential					P	P	P	P	P	P	P		
Group Living													
Boarding House				P						P			6.2.9 (TA 22-01)
Family Care Home (6 or fewer residents)	P	P	P	P	S	S	S	P	P				
Group Living Facility (7 or more residents)	S	S	S	S				S		S			6.2.8
Nursing, Convalescent, and Extended Care Facilities	S	S	S	S	S	P	P	P	P	P			6.2.17, (TA 21-01)
Commercial Categories													
Animal Hospital/Veterinary Clinic					P	P	P	P	P	P	P	P	6.2.2
Amusement Facilities, Indoor					P	P	P		P	P	P	P	
Amusement Facilities, Outdoor						P	P			P	P	P	
Bed and Breakfast	S	S	S	S	P	P	P	P	P	P			6.2.3 (TA 11-01)
Campground/Recreational Vehicle Park	S												
Drinking Establishment					S	S	S	S	S	S	S	S	6.2.8 (TA 11-01, 19-03, 21-01)
Major Event Entertainment									S	S	S	S	
Marina										S	S	S	6.2.12 (TA 11-01)

Other Categories															
Adult Business														S	6.2.1
Agriculture	P													P	6.2.28
Airports														P	
Detention Facilities														S	
Kennels	S							S	S	S				S	6.2.11
Mining														S	6.2.16
Open Storage, Accessory													AC	AC	6.3.4
Open Storage, Principal														S	6.2.18
Parking, Off Street	P[4]	P[4]	P[4]	P[4]	P	P	P	P	P	P	P	P	P	P	
Wireless Communication Facilities, Alternative Structures/Collocation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6.2.23
Wireless Communication Facilities, New Towers	S	S	S	S	P	P	P	P	P	P	P	P	P	P	6.2.24

[1] No Retail use in an Industrial district shall occupy more 20,000 square feet of floor area and outdoor storage area per zoning lot.

[2] Industrial Size Limitation: Floor area shall be no more than 20,000 square feet per zoning lot in the - CC-1 and C-1 zoning districts. All activities must be conducted entirely within an enclosed building in the CC-1 and C-1 districts. Floor area and outdoor storage areas related to a use shall be no more than 50,000 square feet per zoning lot in the C-2 and C-3 zoning districts. (TA 21-01)

[3] Industrial Size Limitation: Floor area and outdoor storage areas related to a use shall be no more than 50,000square feet per zoning lot in the C-2 and C-3 zoning districts.

[4] Off street parking is only permitted for uses permitted in the zoning district.

7 Intensity, Dimensional and Design Standards

7.1 Residential District Standards (TA 12-01, TA 14-03, TA 18-01, 21-01 & 22-01)

All development in residential zoning districts shall be subject to the following Intensity, Dimensional and Design Standards. These standards shall not be interpreted as a “guarantee” of development intensity. Other factors and requirements may limit development intensity more than these standards.

Residential Property Standards	R-1	R-2	R-3	R-4
Minimum Lot Area				
Single-Family Detached (sq. ft.)	21,780 [1]	10,890 [1]	5445[1]	3,630 [1]
Single-Family Attached (sq. ft.)	0 [1] [5]	0 [1] [5]	0 [1] [5]	0 [1] [5]
Duplex (sq. ft.)	21,780 [1]	N/A	5445 [1]	3630 [1]
Multi-Family (sq. ft.)	N/A	N/A	21,780 [1]	21,780 [1]
Density-Maximum (per acre)	2	4	8 (Single-Family) 10 (Multi-Family)	12 (Single-Family) 20 (Multi-Family)
Minimum Lot Width/ Frontage (ft)	100 [6]	80 [6]	60 [6]	50 [6]
Primary Structure				
Minimum Yard Setbacks				
Front Yard (ft) [2]	40	20	20	20
Rear Yard (ft)	25	20	20	10
Interior Side Yard (ft)	10	10	5	5
Street Side Yard (ft)	20	15	15	5
Maximum Height (ft)	35	35	40	50
Accessory Dwelling Units				
Minimum Yard Setbacks				
Front Yard (ft)	50	30	30	30
Rear Yard (ft)	15	15	15	10
Interior Side Yard (ft)	10	10	5	5

Street Side Yard (ft)	20	15	15	5
Maximum Height (ft)	20	20	20	20
Accessory Structure [4]				
Minimum Yard Setbacks				
Front Yard (ft)	50	30	30	30
Rear Yard (ft)	5	5	5	5
Interior Side Yard (ft)	5	5	5	5
Street Side Yard (ft)	20	15	15	5
Maximum Height (ft) [4]	15	15	15	15

- [1] The Department of Health is authorized to require a larger minimum lot area when public water and wastewater service is not available or utilized.
- [2] See 7.4.5 for setbacks regarding the use of front yard averaging.
- [3] No individual accessory structure shall exceed 50 percent of the floor area of the principal dwelling unit on the lot. The total of all accessory structures on a zoning lot shall not exceed 2,000 square feet. With the exception of underground swimming pools, all accessory structures over 500 square feet shall meet the primary structure setback requirements. *(TA 11-01)*
- [4] Accessory structures may exceed 15 feet in height, up to the maximum permitted height for the zoning district, provided that the accessory structure meets the primary structure setbacks, *(TA 11-01)*
- [5] Single-family attached dwellings shall not have a required minimum lot size for each unit. The overall development of multiple shall adhere to the permissible density and all units shall be setback from property lines not part of the development as outlined in the above table. *(TA 22-01)*
- [6] Single-family attached dwellings shall not have a required individual minimum lot width for the district in which the property is located. *(TA 22-01)*

7.2 Multi-Family Development Standards

The standards contained within the section shall apply to multi-family development projects containing 3 or more units.

7.2.1 Parking and Loading Areas *(TA 18-01) (TA 21-01)(TA 22-01)*

Off-street parking areas shall be subject to all parking area design, construction and landscaping standards of the Land Development Code and the following requirements.

- Driveway coverage may exceed the size limitations in this section when the subject property is located on a principal arterial and the increase is due to inadequate maneuvering areas for the safe exit of vehicles from the site.

7.2.2 Pedestrian Access

Purpose. The pedestrian access standards of this section encourage the creation of a network of safe, consistent, and convenient linkages for pedestrians, including locating building entrances adjacent to the sidewalk.

Pedestrian Connections.

- (1) A comprehensive system of walkways shall link all site entrances, building entries, parking facilities, and common outdoor spaces with the public sidewalk.
- (2) Buildings not directly adjacent to the public sidewalk shall have clearly defined pedestrian connections between the public sidewalk and building entrances.
- (3) Pedestrian connections shall be reinforced with pedestrian scale lighting, bollard lighting, landscaping, accent lighting, or a combination of the foregoing to aid in pedestrian wayfinding. Such lighting shall be subject to the lighting standards of Sec. 9.7

Materials.

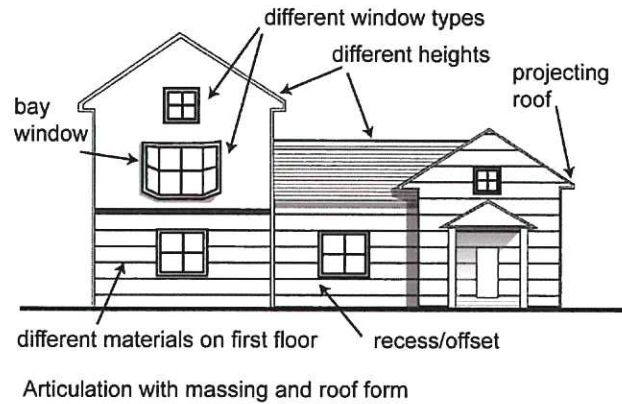
- (1) The pedestrian circulation system must be hard surfaced, and be at least 5 feet wide. The type and nature of the materials used for pedestrian walkways shall be consistent within a development.
- (2) Where the pedestrian system crosses driveways, parking areas, and loading areas, the system must be clearly identifiable through the use of two or more of the following (except where walkways cross vehicular travel lanes):
 - (a) Raised walkway, if a raised path is used, the ends of the raised portions must be equipped with ADA-compliant curb ramps.
 - (b) Special railing, bollards or other architectural features that accent the walkway between the parking bays
 - (c) Special paving, such as concrete or unit pavers in an asphalt area
 - (d) Continuous landscape area, a minimum of three feet wide along at least one side of the walkway. This landscaping may be included as part of the landscaping requirements.

7.2.3 Articulation and Details

Purpose. The purpose of the articulation and details standards for multi-family housing is to avoid building forms that seem bulky and institutional and interrupt the character of single-family development.

Articulation and Detail Standards.

- (1) Buildings shall include articulation along the facades that face streets. Flat blank walls are not permitted.
- (2) Horizontal facades greater than thirty feet shall be articulated into smaller units, reminiscent of single-family residential scale of the neighborhood. At least four of the following methods should be used:
 - (a) Varied building heights
 - (b) Different materials on the first floor
 - (c) Different window types
 - (d) Different colors
 - (e) Offsets
 - (f) Projecting roofs (minimum of twelve inches)
 - (g) Recesses
 - (h) Varied roof forms or orientation



7.2.4 Incompatible Development Setbacks

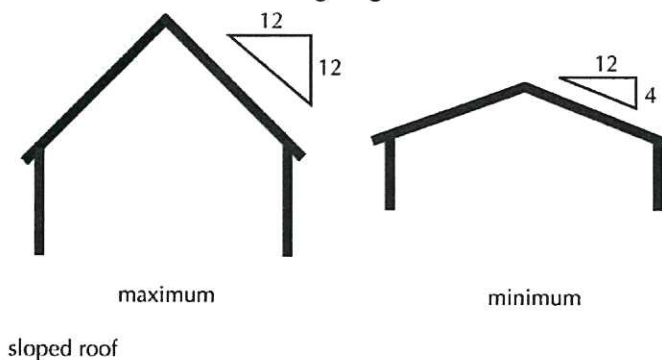
Where multiple family development abuts existing single-family development, setbacks shall be increased 10 feet per floor for each floor of difference between the two development types. The total setback shall be determined by subtracting the floors of the single-family development from the floors of the multiple family developments and multiplying the result by 10 feet and adding the result to the minimum setback requirement. (e.g. where a three story multiple family structure abuts a single story single-family structure the setback along the abutting property line would be increased by 20 feet.) If a multiple family development abuts two or more single-family dwellings on one side, the single-family dwelling having the lowest height shall be used for determining compliance with this subsection.

7.2.5 Pitched Roofs (TA 18-01)

Multiple family structures adjacent to single-family residential development or located within residential zoning districts, shall incorporate pitched roof forms with slopes between 4:12 and 12:12.

Gables facing the street are encouraged.

Dormers shall be used to break-up roofs in excess of 100 feet. At least one (1) dormer shall be provided for each 50 feet of building length.



7.2.6 Building Orientation

Primary building entries shall be clearly identifiable and visible from the street with well-defined pedestrian routes to building entries. Pedestrian routes shall be consistent with the standards for pedestrian connections established above. Primary entries shall include windows, a covered porch or stoop and other architectural features consistent with the other sides of the building.

In the case of double frontage lots the rear of the building shall receive the same architectural treatment as the front or shall be treated as a parking area and screened as provided above.

Windows shall be provided on facades facing streets and shall comprise at least fifteen percent of the façade area.

7.2.7 Garbage and Recycling Areas

All exterior garbage cans, garbage collection areas, and recycling areas must be screened from the street and any adjacent properties. Trash receptacles for pedestrian use are exempt. Screening must comply with the screening requirements in Sec. 9.6.

All multiple family developments consisting of more than 10 units and not otherwise receiving recyclable collection services shall provide a recycling and storage area in accordance with the following standards:

- (1) **Access.** Access to the facility shall be paved and shall be designed to accommodate service vehicles.
- (2) **Setbacks.** All recycling facilities shall be setback a minimum of 25 feet from all residentially zoned or used property.
- (3) **Area.** The size of the area for recycling shall be determined by the City Engineer.

7.2.8 Fire Protection

Fire protection shall comply with the requirements of Section 8.11, Fire Protection, of this Land Development Code.

7.2.9 Alternative Standards

The Hickory Regional Planning Commission may approve alternative architectural standards if a finding is made that the proposed alternative meets or exceeds the objectives of this code and is consistent with the objectives of the Hickory by Choice 2030 Comprehensive Plan. Such alternatives shall be approved as a Special Use in accordance with Sec. 2.4.

SAMPLE

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 28th day of February, 2023, by and between
TBD ("Buyer"), and
Jennifer Pennington ("Seller").

WHEREAS at an auction conducted this day by United Country Real Estate - The McLemore Group ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: 812 3rd Avenue Drive SE
City: Hickory Zip 28602

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

County: Catawba, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 26/27, Block/Section A, Subdivision/Condominium Grove Park
as shown on Plat Book/Slide 2 at Page(s) 18

The PIN/PID or other identification number of the Property is: 370212856678 Acreage: .12

Other description: LOTS 26 & 27 PL 2-18

Some or all of the Property may be described in Deed Book 3386 at Page 1727

☐ **ADDITIONAL PARCELS.** If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. **FIXTURES:**

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: n/a

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: n/a



SAMPLE

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: None.

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 2,000.00 by ☒ cash ☒ personal check ☒ official bank check ☒ wire transfer ☒ electronic transfer, ☒ on the effective date of this Contract OR ☐ within five (5) days of the date of the effective date of this Contract, be made payable and delivered to Kayla Carder as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ TBD, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 03/28/2023 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying

SAMPLE

Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☐ shall be prorated on a calendar year basis as of the date of Closing ☒ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☒ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement** (check only one):

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

Vacant Lot

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

☒ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of

SAMPLE

Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ _____
☐ _____
☐ _____

(e) **Owners' Association(s) and Dues:** 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, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- 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

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

Owners' association website address, if any: _____

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

(f) **Other:** n/a

Owners' association website address, if any: _____

14. ENTIRE AGREEMENT; NOTICE: This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below

SAMPLE

shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. APPLICABLE LAW: This Contract shall be construed under the laws of the State of North Carolina.

18. ASSIGNMENT: This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. PARTIES: This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. REMEDIES:

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SAMPLE

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. 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.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER:

TBD (SEAL)

Date: _____

(SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Jennifer Pennington (SEAL)

Date: _____

(SEAL)

Date: _____

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

SAMPLE

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Escrow Agent: Kayla Carder

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____
Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Kayla Carder Real Estate License #: 306169
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: 704-817-2544 Email: kayla@themclemoregroup.com

Firm Name: United Country Real Estate - The McLemore Group
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393

SAMPLE



**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> </u> 1. Mineral rights were severed from the property by a previous owner.	☐	☐	☒
<u>Buyer Initials</u>			
<u> </u> 2. Seller has severed the mineral rights from the property.	☐	☒	
<u>Buyer Initials</u>			
<u> </u> 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☒	
<u>Buyer Initials</u>			
<u> </u> 4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☒
<u>Buyer Initials</u>			
<u> </u> 5. Seller has severed the oil and gas rights from the property.	☐	☒	
<u>Buyer Initials</u>			
<u> </u> 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☒	
<u>Buyer Initials</u>			

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: **812 3rd Avenue Drive SE, Hickory, NC 28602**

Owner's Name(s): **Jennifer Pennington**

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: DocuSigned by: Jennifer Pennington Date 11/9/2022
 Owner Signature: C6CAA832B7464B1... 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

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