



Big6 Properties

**Blue Ridge Land
& Auction Co., Inc**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Douglas Edward Young and Maria Eugenia Young

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, April 10th, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

AUCTIONEER / BROKER – Sharon Roseman (Broker / Auctioneer) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Parcel ID 372020819973; Tax Map 048N-02001; REID 30983; Consisting of +/- 27.09 Acres and Improvements; Deed Book 3275 Page 0074

Parcel ID 372020826321; REID 903496; Consisting of +/- 1 Acre; Deed Book 3275 Page 0074; Plat Book 58 Page 161

Address:

2137 Old Latter Rd., Newton, NC 28658

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, April 10th, 2025 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$20,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Tuesday, May 27th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA**

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

**Sharon Roseman – United Country Big6 Properties
Owner, Real Estate Broker, Auctioneer**

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

License #'s

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348



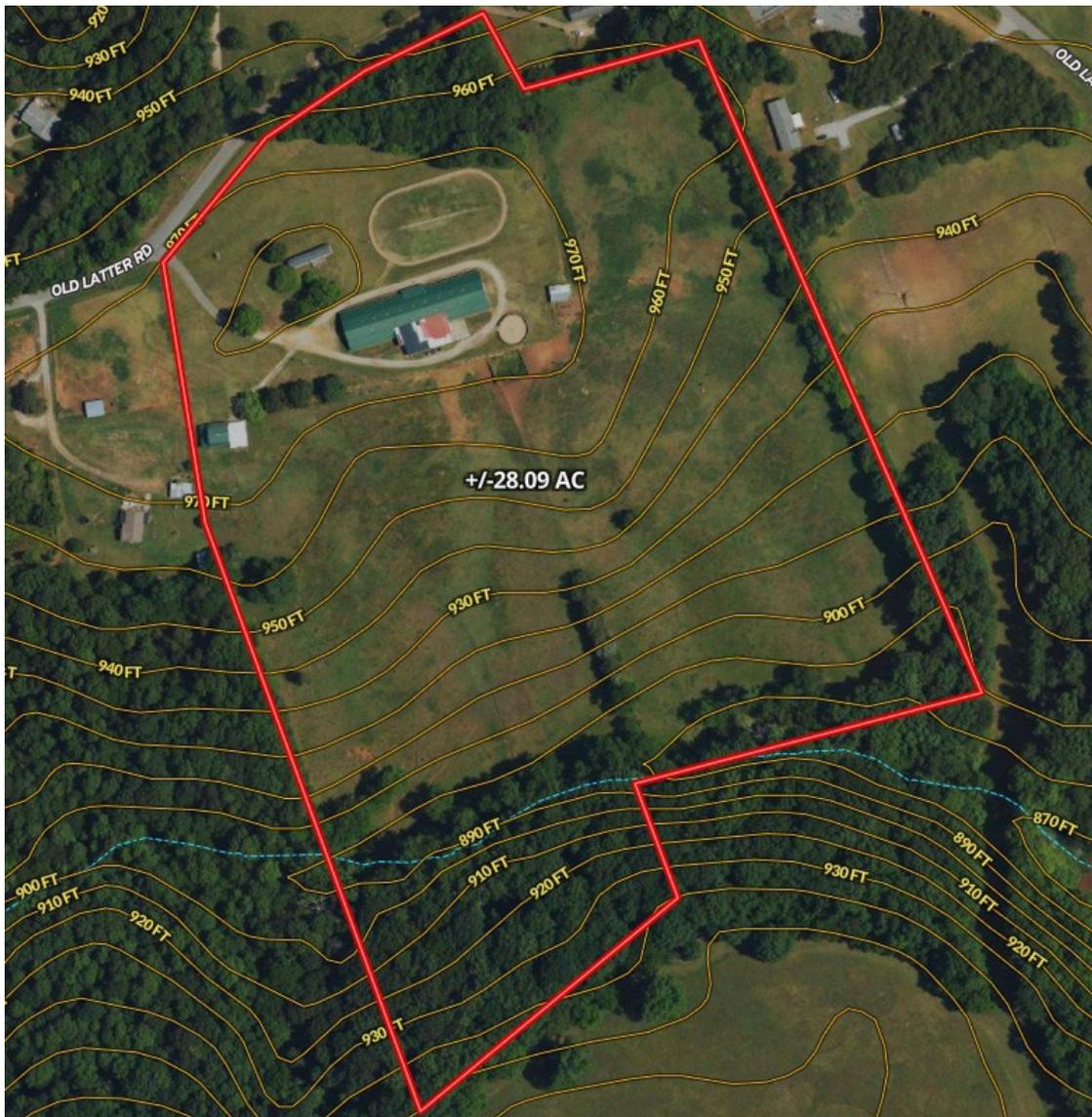
Aerial

Auction Services



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****



Neighborhood

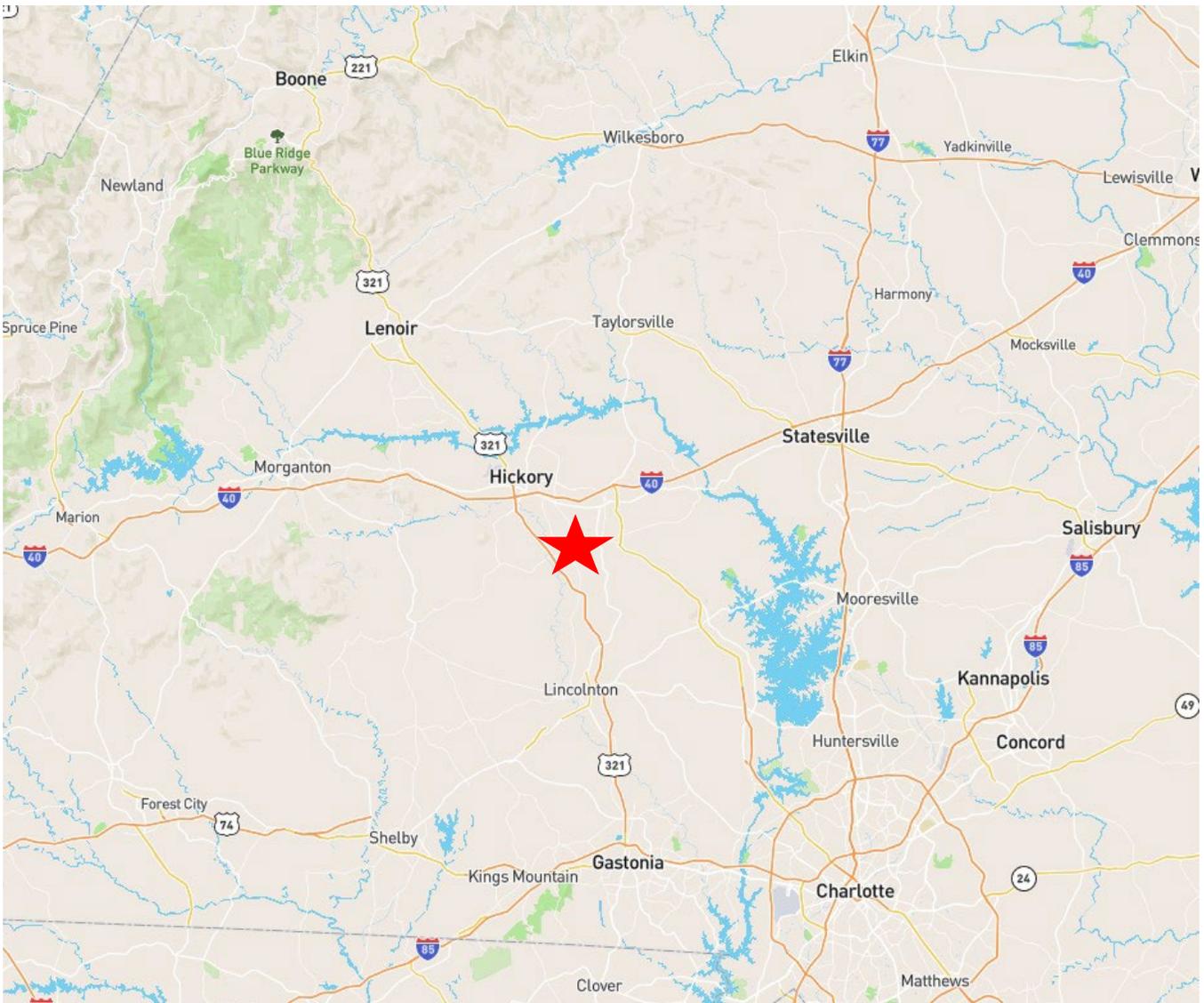
2137 Old Latter Rd.
Newton, NC 28658





Location

2137 Old Latter Rd.
Newton, NC 28658



Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **372020826321**
Parcel Address: OLD LATTER RD
City: NEWTON, 28658
LRK(REID): 903496
Deed Book/Page: 3275/0074
Subdivision:
Lots/Block: 1/
Last Valid Sale:
Plat Book/Page: 58/161
Legal: LOT 1 PLAT 58-161
Calculated Acreage: 1.000
Tax Map:
Township: NEWTON
State Road #: 1150

Owner Information:

Owner: YOUNG DOUGLAS EDWARD LIVING TRUST
Owner2: YOUNG MARIA EUGENIA LIVING TRUST
Address: SITE 1 BOX 19 R.R#4
Address2: TOFIELD ALBERTA CANADA TOB4JO
City:
State/Zip:
Update owner mailing address

School Information:

School District: COUNTY
Elementary School: STARTOWN
Middle School: MAIDEN
High School: MAIDEN

Tax/Value Information: Tax Rates

City Tax District: NEWTON
County Fire District: All in City
Building(s) Value: \$0
Land Value: \$13,000
Assessed Total Value: \$13,000
Year Built/Remodeled: /
Tax Revaluation 2023: Info, COMPER
You can contact the Real Property division of the
Tax Office at: 828.465.8436
Tax Bill

Zoning Information:

Zoning District: NEWTON
Zoning1: R-20
Zoning2: R-11
Zoning3:
Zoning Overlay:
Small Area:
Split Zoning Districts: /
Zoning Agency Phone Numbers

Miscellaneous:

Current: If available, Building Permits for this parcel.
Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits.
Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P34

Parcel Report Data Descriptions

List all Owners

Deed History Report

Firm Panel Date: 2007-09-05

Firm Panel #: 3710372000J

2010 Census Block: 2006

2010 Census Tract: 011701

Agricultural District:

Assessment Report

Parcel Report - Catawba County NC

Parcel Information:

Parcel ID: **372020819973**
 Parcel Address: 2137 OLD LATTER RD
 City: NEWTON, 28658
 LRK(REID): 30983
 Deed Book/Page: 3275/0074
 Subdivision:
 Lots/Block: /
 Last Valid Sale:
 Plat Book/Page:
 Legal:
 Calculated Acreage: 27.090
 Tax Map: 048N 02001
 Township: NEWTON
 State Road #: 1150

Tax/Value Information: Tax Rates

City Tax District: NEWTON
 County Fire District: All in City
 Building(s) Value: \$46,600
 Land Value: \$166,500
 Assessed Total Value: \$213,100
 Year Built/Remodeled: /
 Tax Revaluation 2023: Info, COMPER
 Online Appeals
 Valid Sales (COMPER) for this parcel
 Contact Tax Dept. at 828-465-8436
 Current Tax Bill

Miscellaneous:

Current: If available, Building Permits for this parcel.
 Before 12/4/23: Building Permit Address Search for this parcel.

If available, Building Permits for this parcel. Septic links are not permits.
 Septic Final Permits prior to 08/2018, contact Environmental Health.

Building Details

WaterShed:

Voter Precinct: P34/ Voting Map

Parcel Report Data Descriptions

Owner Information:

Owner: YOUNG DOUGLAS EDWARD LIVING TRUST
 Owner2: YOUNG MARIA EUGENIA LIVING TRUST
 Address: SITE 1 BOX 19 R.R#4
 Address2: TOFIELD ALBERTA CANADA TOB4JO
 City:
 State/Zip:
 Update owner mailing address

School Information:

School District: COUNTY
 Elementary School: STARTOWN
 Middle School: MAIDEN
 High School: MAIDEN
 School Map

Zoning Information:

Zoning District: NEWTON
 Zoning1: R-20
 Zoning2: R-11
 Zoning3:
 Zoning Overlay:
 Small Area:
 Split Zoning Districts: /
 Zoning Agency Phone Numbers

Firm Panel Date: 2007-09-05

Firm Panel #: 3710372000J

2010 Census Block: 2006

2010 Census Tract: 011701

Agricultural District:

FILED Catawba County

on Jan 28, 2015 at 02:24:00 pm

Excise Tax \$380.00 (MC)

INST. # 01386

DONNA NICKS SPENCER,
Register of Deeds

BR 03275 Pg 0074-0076

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$380.00

Parcel Identifier No. 3720-20-81-9973 and 3720-20-82-6321; Verified by _____ County on the ____ day of _____, 20____

By: _____

Mail/Box to: M. Elizabeth Williams, The Williams Law Firm, Attorneys at Law, PLLC, PO Box 3739, Hickory, NC 28603

This instrument was prepared by: Susan W. Matthews, Patrick, Harper & Dixon LLP, PO Box 218, Hickory, NC 28603

Brief description for the Index: Two parcels located on Old Latter Road, Newton, NC 28658

THIS DEED made this 27th day of January, 2015, by and between

GRANTOR	GRANTEE
<p>ALVARO V. IRIARTE, unmarried 2137 Old Latter Road Newton NC 28658</p>	<p>DOUGLAS EDWARD YOUNG and MARIA EUGENIA YOUNG, as Trustees of The Douglas Edward Young Living Trust dated January 26, 2015,</p>
<p>and</p>	<p>and</p>
<p>JILL M. GRAFF, unmarried 1230 Security Street Newton NC 28658</p>	<p>MARIA EUGENIA YOUNG and DOUGLAS EDWARD YOUNG, as Trustees of The Maria Eugenia Young Living Trust dated January 26, 2015, as Tenants in Common, Site 4, Box 19, R.R#4, Tofield, Alberta, Canada, T0B 4J0</p>

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantee in fee simple, as tenants in common, all that certain lot or parcel of land situated in Newton Township, Catawba County, North Carolina and more particularly described as follows:

Tract I: PIN- 3720-20-81-9973 (27.090 Acre Tract)

BEGINNING at an iron pin set in the center of Old Latter Road (SR 1150), the northwest corner of Paul Guthrie (Book 611, Page 65); and running thence with two lines of Guthrie, South 27° 31' East and passing an iron pin at 23.0 feet, a total distance of 150.0 feet to an iron pin, Guthrie's southwest corner; thence continuing with a line of Guthrie, North 76° 05' East, and passing an iron pin at 5.67 feet, a total distance of 279.5 feet to an iron pin, Guthrie's southeast corner in the line of Donald Propst; thence with eastern lines of property of Donald Propst and Wayne Propst, South 22° 24' East 1103.36 feet to an old iron pin, corner of Wayne Propst; thence South 77° 08' West 247.72 feet to an iron pin on the south side of a branch; thence continuing down the branch, South 77° 08' West 289.28 feet to an iron pin by a poplar stump on the south side of the branch; thence South 18° 59' East 187.49 feet to an iron pin, a corner in Holly Farms property; thence with Holly Farms, South 53° 17' West 528.0 feet to an iron pin an old corner of Holly Farms and Homer Bumgardner (Book 372, Page 132); thence with an eastern line of Homer Bumgardner and re-crossing the branch, North 18° 10' West 477.73 feet to an iron pin, corner of Melvin Bumgardner; thence with his eastern line North 18° 10' West 214.8 feet to an iron pin, corner of Dale Bumgardner; thence with his eastern line North 18° 10' West 210.0 feet to an iron pin, corner of Mary B. Tyree; thence with her eastern line North 18° 10' West 60.0 feet to an iron pin; thence continuing with her line North 7° 00' West 150.0 feet to an iron pin, a corner of Homer Bumgardner; thence with his eastern line North 7° 00' West 250.0 feet to an old iron pin just west of a gravel drive; thence North 25° 30' East 200.0 feet, crossing Old Latter Road to an iron pin on the northern side of the road bed in the southern line of Whitener; thence with the State Road and a southern line of Whitener, North 52° 30' East 115.8 feet to a corner in the State Road; thence continuing with said road North 65° 21' East 325.18 feet to the point of BEGINNING, containing 28.43 acres, more or less, according to a survey done by G. Sam Rowe, Surveyor, entitled "Property of Juan Carlos Iriarte and wife, Aleida A. Iriarte", dated November 19, 1971 and re-checked December 30, 1986.

Less and Except: BEING all of Lot No. 1 of a plat entitled "Minor Property Division for: JILL M. GRAFF" and recorded in Plat Book 58, Page 161, Catawba County Registry.

Tract II: PIN- 3720-20-82-6321 (1.00 Acre Tract)

BEING all of Lot No. 1 of a plat entitled "Minor Property Division for: JILL M. GRAFF" and recorded in Plat Book 58, Page 161, Catawba County Registry.

For partial chain of title, see deeds recorded in Book 2831 at Page 1745, Book 2566 at Page 1285, Book 2831 at Page 1743, Book 1483 at Page 706, Book 986 at Page 585, Book 1062 at Page 826, Book 1288 at Page 311, Catawba County Registry.

All of the property herein conveyed does NOT include the primary residence of Grantors.

THE PREPARER OF THIS INSTRUMENT DID NOT SEARCH OR CERTIFY TITLE.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantors covenant with the Grantee, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. All easements, exceptions, and rights-of-way of record;
2. Ad valorem taxes for 2015 to be prorated as of the closing date; and

- 3. Any local, county, state or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

IN WITNESS WHEREOF, the Grantors have duly executed the foregoing as of the day and year first above written.

Alvaro V. Iriarte (SEAL)
 Alvaro V. Iriarte

Jill M. Graff (SEAL)
 Jill M. Graff

State of North Carolina

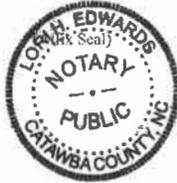
County of Catawba

I, Lori H. Edwards, a Notary Public for Catawba County, North Carolina, do hereby certify that Alvaro V. Iriarte and Jill M. Graff, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and official seal, this the 27th day of January 2015.

My Commission Expires: 6-29-2018

Lori H. Edwards
 Notary Public

Lori H. Edwards
 Notary's Printed or Typed Name



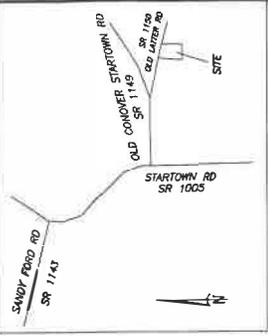
WEB

SURVEY OF 1 ACRE TRACT

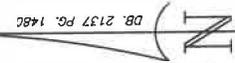
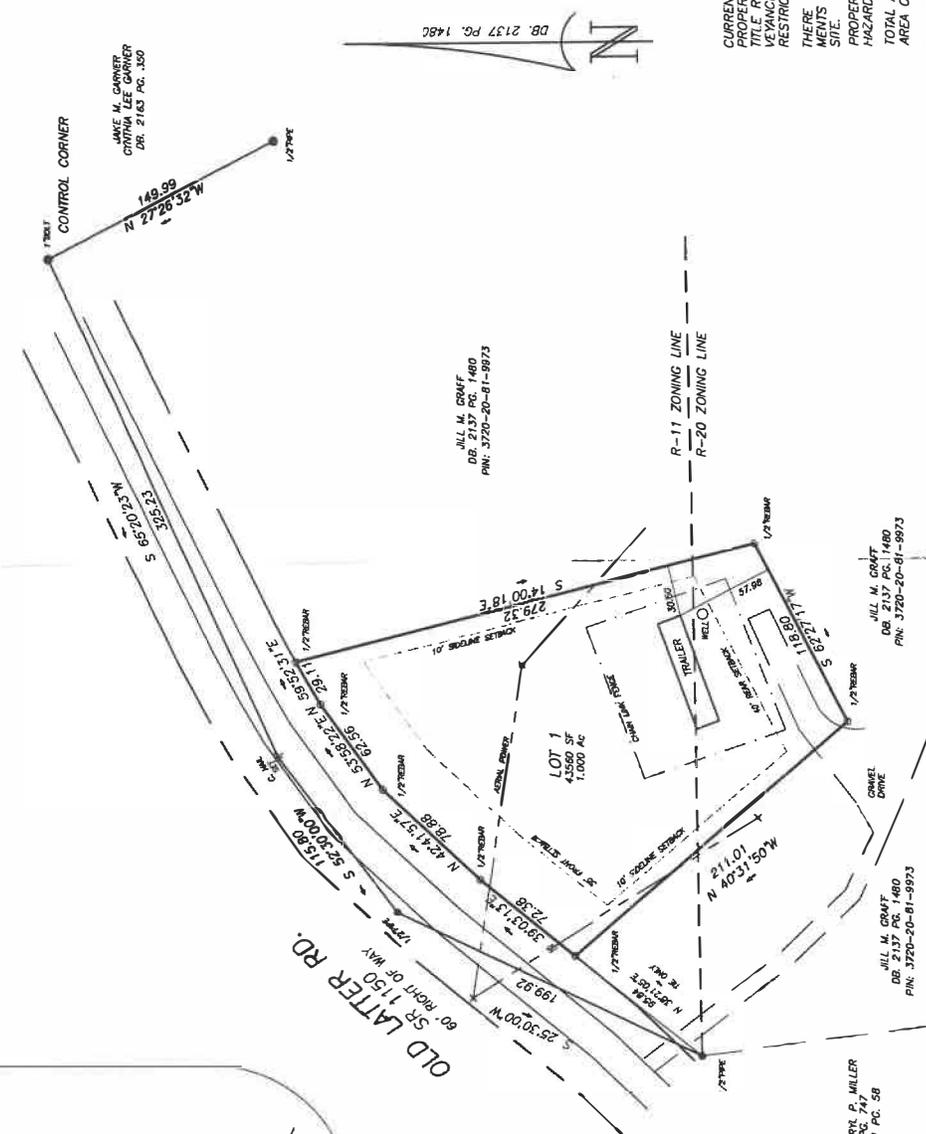
INSET OF AFFECTED PARCEL
PIN: 3720-20-81-9973



VICINITY MAP
(NO SCALE)



- LEGEND**
- = IRON SET (TYPE NOTED)
 - = IRON POUND (TYPE NOTED)
 - * = PK NAIL OR RR SPIKE (NOTED)
 - ⊙ = AERIAL UTILITIES
 - ⊖ = SEWER MAIN HOLE
 - ⊕ = WATER METER
 - ⊗ = UTILITY POLE
 - CP = CALCULATED POINT



CURRENT TAX RECORDS USED TO IDENTIFY ADJOINING PROPERTY OWNERS. SURVEY PERFORMED WITHOUT A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, RIGHT OF WAY, EASEMENTS OR OTHER RESTRICTIONS NOT SHOWN.

THERE WERE NO NCGS HORIZONTAL CONTROL MONUMENTS FOUND TO EXIST WITHIN 2000' OF THIS SURVEY SITE.

PROPERTY DOGS () DOES NOT (x) LIE IN A FLOOD HAZARD AREA AS DEFINED BY THE F.E.M.A.

TOTAL AREA = 1.00 ACRES (43,560 SQ. FT.) AREA COMPUTATION BY COORDINATE METHOD.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THE SURVEYED PROPERTY IS ZONED R-11 AND R-20.



041015

MINOR PROPERTY DIVISION FOR:

JILL M. GRAFT
2137 OLD LATTER RD. NEWTON, N.C. 28659
NEWTON TOWNSHIP CATAWBA COUNTY NC

SCALE: 1" = 50'
DRAWN BY: GCG
FILED: 7/23/18
ZONED: R-11
BLOCK: 2
PLAT MAP: 45N
SURVEY BY: GCG/W
DATE: AUG. 4TH 2003
DRAWING No.: H3B-3404

MILLER SURVEYING, INC.
255 8TH AVENUE, URVE, N.C. 28785 (607-329-4074)

CERTIFICATE OF APPROVAL FOR MAJOR PROPERTY DIVISION

I, DONALD B. MILLER, COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE PROPERTY DIVISION HAS BEEN FILED TO THE REGISTER OF DEEDS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA AND A COPY OF THE SAME HAS BEEN FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

Donald B. Miller
COUNTY CLERK

CERTIFICATE OF OWNERSHIP

I, JILL M. GRAFT, DO HEREBY CERTIFY THAT I AM THE OWNER (S) OF THE PROPERTY DESCRIBED IN THE ABOVE SURVEY AND THAT THE SAME IS BEING DIVIDED INTO THE PARCELS SHOWN THEREON. I HEREBY CERTIFY THAT THE PARCELS SHOWN THEREON ARE BEING DIVIDED INTO THE PARCELS SHOWN THEREON IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA AND A COPY OF THE SAME HAS BEEN FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

Jill M. Graft
OWNER

CERTIFICATE OF NOTARIZATION

I, DONALD B. MILLER, COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE PROPERTY DIVISION HAS BEEN FILED TO THE REGISTER OF DEEDS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA AND A COPY OF THE SAME HAS BEEN FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 40A, ARTICLE 1, SECTION 10.1 OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

Donald B. Miller
COUNTY CLERK

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

Alisa Falkenberry
RECORDS OFFICER OF CATAWBA COUNTY
COUNTY CLERK'S OFFICE
DATE: October 2023

FILED FOR REGISTRATION AT 10:13 O'CLOCK ON THE 30 DAY OF October, 2023, IN THE OFFICE OF THE REGISTER OF DEEDS AND RECORDED IN PLAT BOOK 53 PAGE 161

BY: Ruth Mackie
RUTH MACKIE - REGISTER OF DEEDS

58-161

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by United Country Blue Ridge Land & Auction ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

(a) "Seller": DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST, DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST

(b) "Buyer": _____

(c) "Property": Street Address: 2137 Old Latter Rd
City: Newton Zip: 28658 County: Catawba, NC
Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____
Other description: _____

Some or all of the Property may be described in Deed Book _____ at Page _____
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

ADDITIONAL PARCELS. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property will will not include a manufactured (mobile) home(s).

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) "Purchase Price": \$ _____ paid in U.S. Dollars upon the following terms:

\$ 20,000 EARNEST MONEY DEPOSIT as cash personal check official bank check
 wire transfer electronic transfer

\$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to _____ ("Escrow Agent") either on the Effective Date or within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) "Closing Date" (See paragraph 8 for details): 05/27/2025

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.



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.

2. FIXTURES:

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

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: _____

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:

4. RESTRICTIVE COVENANTS: Prior to signing this 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 Contract and include it as an addendum hereto.

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 05/27/2025 (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 _____. 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 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): _____.

(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.

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 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: _____

Owners' association website address, if any: _____

(f) **Other:**

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 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]

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 (“Effective Date”). 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:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

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.

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: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: Matthew Gallimore Real Estate License #: 311692
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: (540) 239-2585 Fax #: (540) 745-4401 Email: gallimore.matt@gmail.com

Firm Name: United Country Blue Ridge Land & Auction
Acting as Seller's (sub)Agent Buyer's Agent Dual Agent

Firm Mailing Address: 102 S Locust Street, Floyd, VA, 24091

NCAL Firm License #: C35716

LISTING AGENT INFORMATION:

Individual Listing Agent: Sharon C. Roseman Real Estate License #: 229274
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828) 320-4726 Fax #: (828) 635-7363 Email: sharoncroseman@gmail.com

Firm Name: Big 6 Properties
Acting as Seller's (sub)Agent Dual Agent

Firm Mailing Address: PO Box 99 Taylorsville NC 28681

NCAL Firm License #: _____

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matthew Gallimore/Sharon Roseman NCAL License #: _____

BUYER'S PREMIUM AGREEMENT AUCTION SALES

THIS AGREEMENT, between United Country Blue Ridge Land & Auction, Firm, and _____, Bidder, entered into this 16 day of February, 2025, pursuant to the laws of the State of North Carolina, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property: 2137 Old Latter Rd, Newton, NC 28658 ("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of Ten Percent upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

_____ (initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

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.

Bidder Date

Bidder Date

Entity Bidder:

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

By: _____ Date: _____

Name: _____ Title: _____

United Country Blue Ridge Land & Auction
Firm

By: _____ Date: _____





NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 2137 Old Latter Rd, Newton, NC 28658

Owner's Name(s): DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST, DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST

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 DEY
Buyer Initials _____ Owner Initials MEY

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

	Yes	No	NR																																																																																						
A1. Is the property currently owner-occupied? Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? <u>Tenant Occupied</u>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																																						
A2. In what year was the dwelling constructed? _____			<input checked="" type="radio"/>																																																																																						
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																																																																																						
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="radio"/> Brick Veneer <input type="radio"/> Vinyl <input type="radio"/> Stone <input type="radio"/> Fiber Cement <input type="radio"/> Synthetic Stucco <input type="radio"/> Composition/Hardboard <input checked="" type="radio"/> Concrete <input type="radio"/> Aluminum <input type="radio"/> Wood <input type="radio"/> Asbestos <input checked="" type="radio"/> Other: _____			<input type="radio"/>																																																																																						
A5. In what year was the dwelling's roof covering installed? _____			<input checked="" type="radio"/>																																																																																						
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																																						
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																																						
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?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																																						
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																																									
<table border="0" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="text-align: center;">NA</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">NR</td> <td style="width:25%;"></td> <td style="text-align: center;">NA</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">NR</td> <td style="width:25%;"></td> <td style="text-align: center;">NA</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">NR</td> </tr> <tr> <td>Foundation</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Windows</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Attached Garage</td> <td align="center"><input checked="" type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> </tr> <tr> <td>Slab</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Doors</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Fireplace/Chimney</td> <td align="center"><input checked="" type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> </tr> <tr> <td>Patio</td> <td align="center"><input checked="" type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td>Ceilings</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Interior/Exterior Walls</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> </tr> <tr> <td>Floors</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input checked="" type="radio"/></td> <td>Deck</td> <td align="center"><input checked="" type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td>Other: _____</td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> <td align="center"><input type="radio"/></td> </tr> </table>		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	Foundation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Attached Garage	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Slab	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Fireplace/Chimney	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Patio	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Floors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Deck	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Other: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>														
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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.)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) <input type="radio"/> Furnace [___ # of units] Year: _____ <input type="radio"/> Baseboard [___ # of bedrooms with units] Year: _____ <input checked="" type="radio"/> Heat Pump [___ # of units] Year: _____ <input type="radio"/> Other: _____ Year: _____			<input type="radio"/>

Buyer Initials _____ Owner Initials DEY
 Buyer Initials _____ Owner Initials MEY

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

Central Forced Air: _____ Year: _____ Wall/Windows Unit(s): _____ Year: _____
 Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

Electricity Natural Gas Solar Propane 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)

City/County Shared well Community System Private well Other: _____

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 Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

Copper Galvanized Plastic Polybutylene Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: _____ Electric: _____ Solar: _____ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

Septic tank with pump Community system Septic tank Drip system
 Connected to City/County System City/County system available Other: _____
 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? _____ No 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water supply (water quality, quantity, or pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials DEY
Buyer Initials _____ Owner Initials MEY

**SECTION D.
FIXTURES/APPLIANCES**

	Yes	No	NR																
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>																
D2. Is there a problem, malfunction, or defect with the dwelling's:																			
	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR					
Attic fan, exhaust fan, ceiling fan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Irrigation system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Sump pump	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Garage door system	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Elevator system or component	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Pool/hot tub /spa	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Gas logs	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Security system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Appliances to be conveyed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	TV cable wiring or satellite dish	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Central vacuum	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Other:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Explanations for questions in Section D (identify the specific question for each explanation):

**SECTION E.
LAND/ZONING**

	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E5. Does the property abut or adjoin any private road(s) or street(s)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? <input type="radio"/> NA	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations for questions in Section E (identify the specific question for each explanation):

**SECTION F.
ENVIRONMENTAL/FLOODING**

	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Buyer Initials _____ Owner Initials DEY
 Buyer Initials _____ Owner Initials MEY

- | | Yes | No | NR |
|--|-----------------------|-----------------------|----------------------------------|
| F2. Is there an environmental monitoring or mitigation device or system located on the property? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| 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? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F5. Is the property located in a federal or other designated flood hazard zone? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| 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? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F8. Is there a current flood insurance policy covering the property? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| 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? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F10. Is there a flood or FEMA elevation certificate for the property? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

**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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| G2. Is the property subject to a lease or rental agreement? | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| 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? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

Explanations for question in Section G (identify the specific question for each explanation):

Month to month lease agreement

Buyer Initials _____ Owner Initials *DEY*
 Buyer Initials _____ Owner Initials *MEY*

**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

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: DOUGLAS EDWARD YOUNG Date 02/18/2025

Owner Signature: MARIA EUGENIA YOUNG Date 02/18/2025

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

	Yes	No	No Representation
<u> </u> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u> </u> Buyer Initials 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u> </u> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u> </u> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u> </u> Buyer Initials 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u> </u> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 2137 Old Letter Rd, Newton, NC 28658

Owner's Name(s): DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST, DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LI

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: DOUGLAS EDWARD YOUNG Date 02/18/2025

Owner Signature: MARIA EUGENIA YOUNG Date 02/18/2025

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 _____

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 2137 Old Letter Rd, Newton, NC 28658

Seller: DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST, DOUGLAS EDWARD YOUNG LIVING TRUST & MARIA EUGENIA YOUNG LIVING TRUST

Buyer:

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

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

DEY MEY

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

DEY MEY

- (b) Records and reports available to the Seller (check one)
[] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer (check one below):
[] Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A9-T Revised 7/2021 © 7/2024

Buyer Initials _____ Seller Initials DEY MEY

Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Date: 02/18/2025

Buyer: _____

Seller: DOUGLAS EDWARD YOUNG

Date: _____

Date: _____

Buyer: _____

Seller: MARIA EUGENIA YOUNG 02/18/2025

Entity Buyer:

Entity Seller

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

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

By: _____

By: _____

Name: _____

Name: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

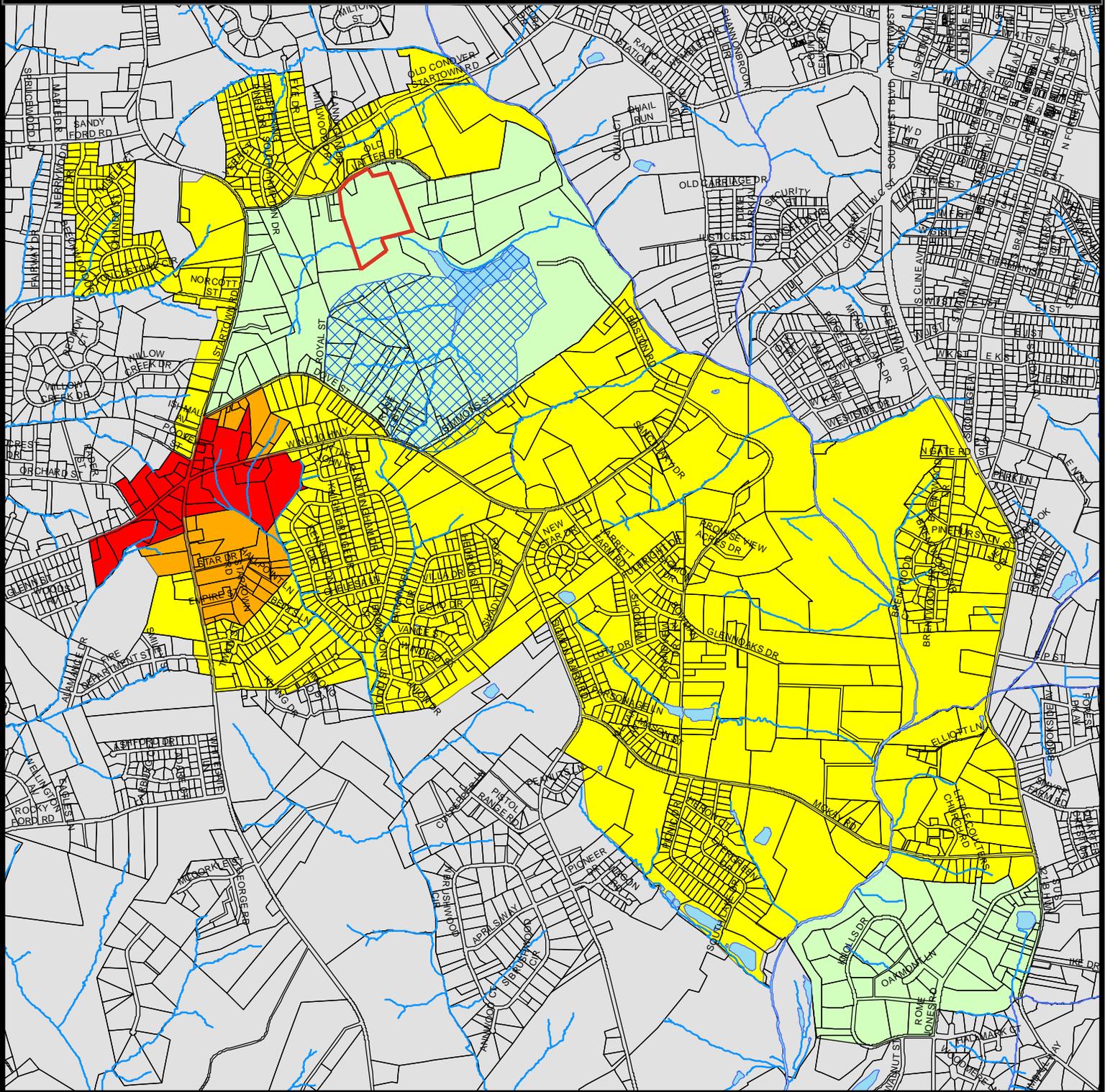
Selling Agent: _____

Listing Agent: Shanon C. Roseman

Date: _____

Date: Matthew Gallimore

Southwest Area Future Land Use

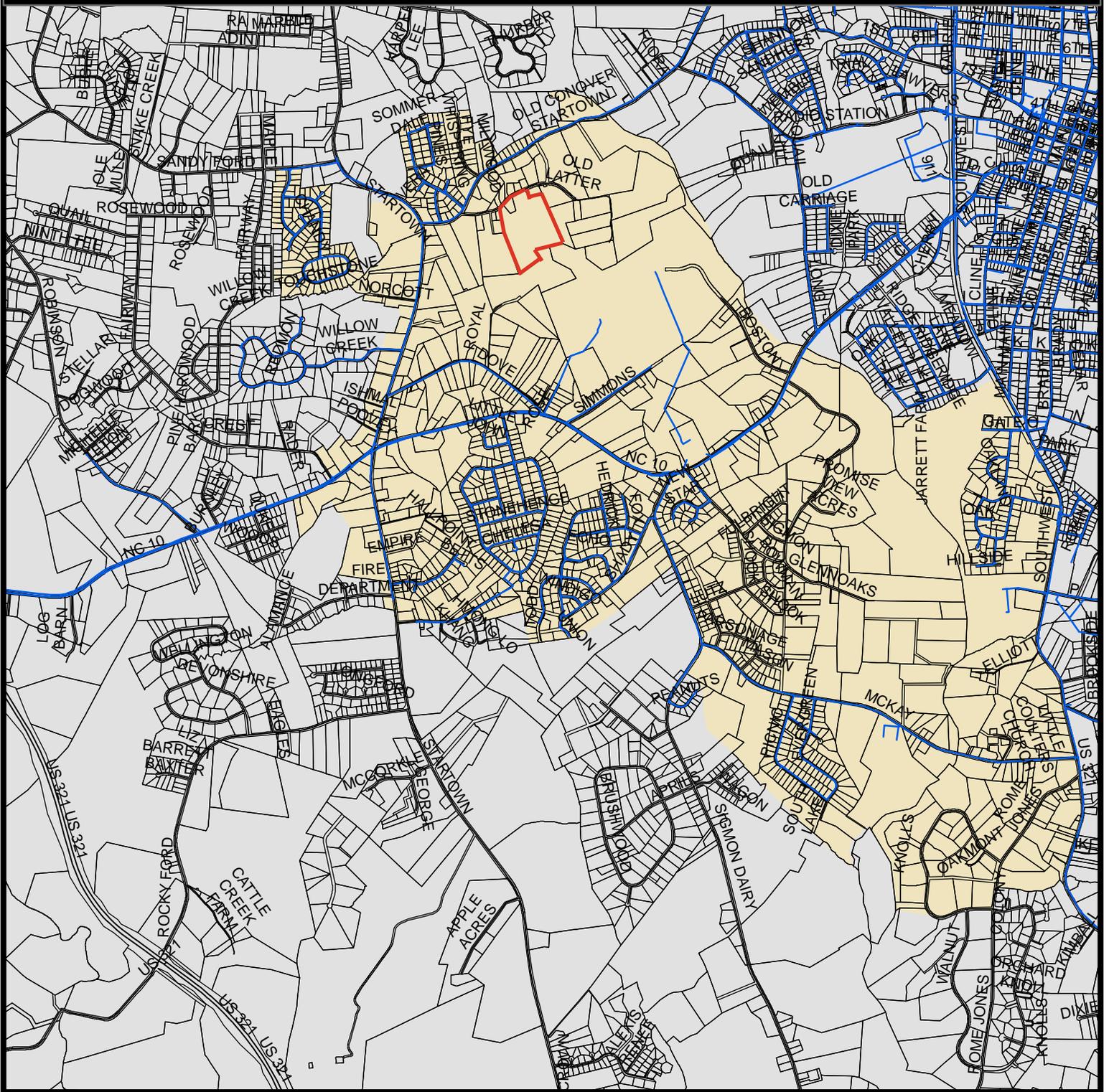


Legend

-  City Lake Watershed
-  COMMERCIAL/MIXED USE
-  RESIDENTIAL GREATER THAN 5 UNITS PER ACRE
-  RESIDENTIAL 2 TO 5 UNITS PER ACRE
-  RESIDENTIAL LESS THAN 2 UNITS PER ACRE

MAP
LU-3

Southwest Area Water Lines



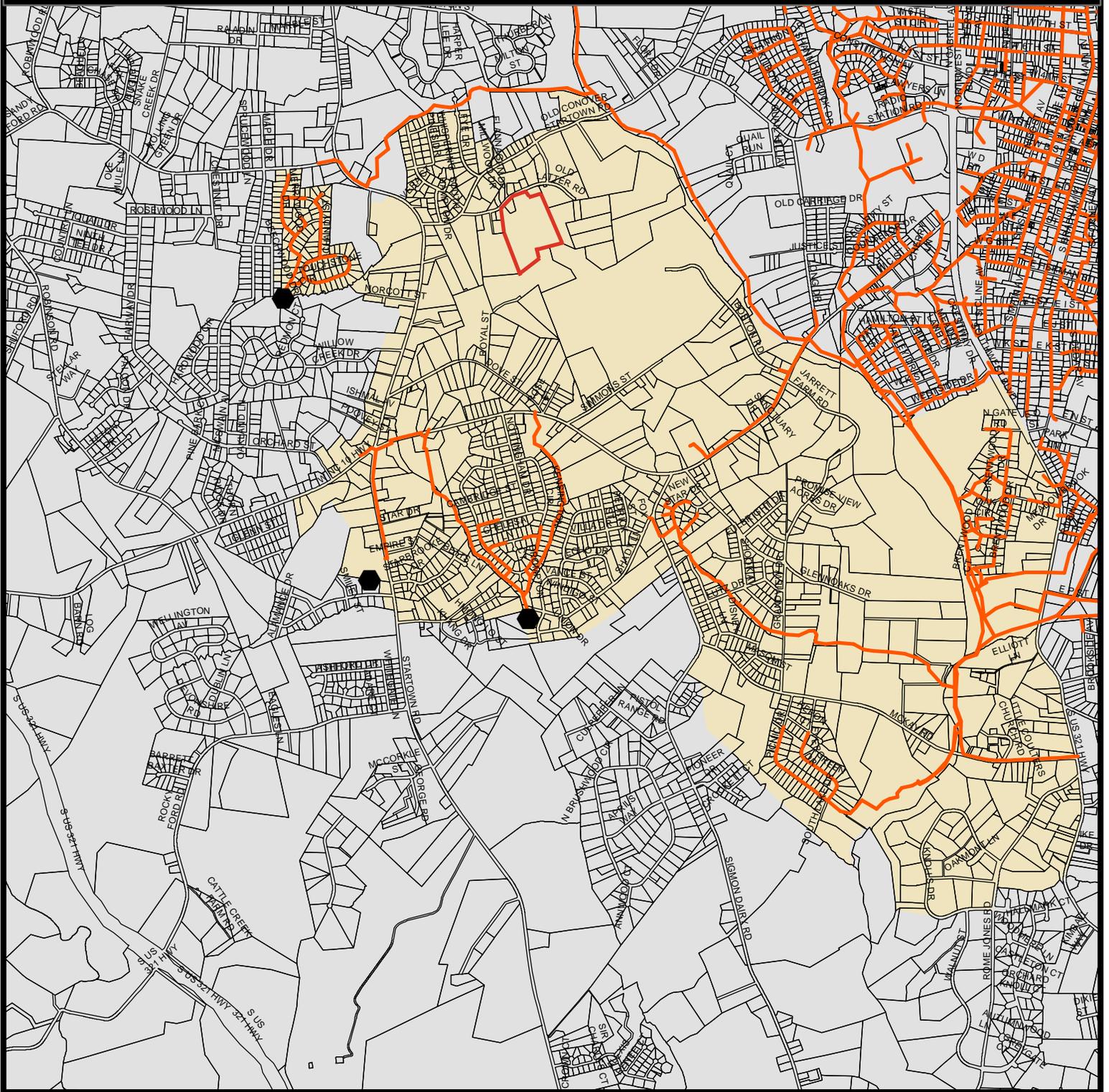
Legend

-  Water Lines
-  Southwest Area Boundary
-  0.5 Miles



**MAP
U-1**

Southwest Area Sewer Lines



Legend

- ◆ Sewer Pump Stations
- Gravity Sewer
- Southwest Area Boundary

0.5

0.5 Miles



MAP
U-2

ZONING

ARTICLE IV. - SCHEDULES OF DISTRICT REGULATIONS

Sec. 102-191. - Adoption.

A substantial part of the regulations applying in many of the districts established by this chapter has been set out in tabular form in a series of sheets identified as the official schedules of district regulations which, together with all lawfully adopted explanatory material shown therein, is hereby adopted and declared to be part of this chapter.

(Code 1972, § 26-5.1; Ord. No. 91.53, 10-16-1991)

Sec. 102-192. - Authentication.

Each sheet of the official schedules of district regulations shall be authenticated by the signature of the city clerk and shall bear the seal of the city under the following words: "This is to certify that this is page _____ of the Official Schedule of District Regulations referred to and adopted by reference by Ordinance No. 91.53 of the Council approved October 16, 1991."

(Code 1972, § 26-5.2; Ord. No. 91.53, 10-16-1991)

Sec. 102-193. - Location.

The official schedules of district regulations shall be located in the office of the planning department.

(Code 1972, § 26-5.3; Ord. No. 91.53, 10-16-1991)

Sec. 102-194. - Amendment.

The official schedules of district regulations are subject to amendment by ordinance as set out in article II, division 3 of this chapter; any proposed amendment shall be identified by the sheet number, district, columns, and, if applicable, paragraph or subparagraph numbers or letters.

(Code 1972, § 26-5.4; Ord. No. 91.53, 10-16-1991)

Sec. 102-195. - Recording of nature and dates of amendments; authentication.

Amendments shall be authenticated by entries on schedule sheets affected and a record of the nature and date thereof maintained. Such entries shall indicate the date the amendment was made, the date the change became effective (if other than the date of the actual approval), the number of the amending ordinance, and an indication of the nature of the change sufficient to facilitate specific identification.

(Code 1972, § 26-5.5; Ord. No. 91.53, 10-16-1991)

Sec. 102-196. - Updating required.

Amendments to the official schedules of district regulations shall be updated by the planning director or his designee within ten working days of the effective date of the amendatory ordinance.

(Code 1972, § 26-5.6; Ord. No. 91.53, 10-16-1991)

Sec. 102-197. - Unauthorized changes prohibited.

No changes of any nature shall be made in the official schedules of district regulations, or any matter shown thereon, except in conformity with the requirements and procedures set forth in this chapter. Any unauthorized changes, of whatever kind, by any person or persons, shall be considered a violation of this chapter and punishable as provided by law; provided, this provision shall not be held to foreclose action under other applicable criminal statutes of the state against any person or persons alleged to have made unauthorized changes in this chapter.

(Code 1972, § 26-5.7; Ord. No. 91.53, 10-16-1991)

Sec. 102-198. - Final authority as to district regulations.

Regardless of the existence of purported copies of all or part of the official schedules of district regulations which may from time to time be made, published or reproduced, the official schedules of district regulations and amendments thereto in the office of the planning department shall be the final authority as to regulations set forth therein as applying to such districts.

(Code 1972, § 26-5.8; Ord. No. 91.53, 10-16-1991)

Sec. 102-199. - Retention of earlier schedules.

At least one copy of all schedules of district regulations, or remaining portions thereof, which have had the force and effect of official schedules for the city prior to the effective date of adoption or amendment of this chapter shall be retained by the city clerk and preserved as a public record and as a guide to the zoning status of lands and waters prior to such dates.

(Code 1972, § 26-5.9; Ord. No. 91.53, 10-16-1991)

Sec. 102-200. - Schedule of statements of intent.

The following array presents for the several districts the schedule of statements of intent applicable to each district:

(1)

R-20 single-family residential district. The R-20 districts are established to provide reasonable safeguards for areas which are in the process of low to moderate intensity development with single-family dwellings under conventional or planned development controls. Provision is made for reduction of the minimum lot size where services of public or community sewerage and water systems are available.

- (2) *R-20A single-family and manufactured home residential district.* The R-20A districts are established to accommodate low to moderate intensity residential uses, including single-family, two-family, multifamily, and mobile home dwelling types under conventional or planned development controls. Provision is made for reduction of the minimum lot size where services of public or community sewerage and water systems are available.
- (3) *R-11 single- and two-family residential districts.* The R-11 districts are intended to accommodate moderate intensity residential uses, consisting of one- and two-family dwellings under conventional or planned development controls. R-11 districts shall be served by public water and sewer services.
- (4) *R-9 multifamily residential districts.* The R-9 districts are intended to accommodate moderate intensity residential uses, including single-family, two-family and multiple family dwelling types, under conventional or planned development controls. R-9 districts shall be served by public water and sewer systems.
- (5) *R-7 multifamily residential districts.* The R-7 districts are intended to accommodate a variety of high intensity residential uses, including single-family, two-family and multiple family dwelling types, under conventional or planned development controls. R-7 districts shall be served with public water and sewer services.
- (6) *R-7A multifamily and manufactured home residential districts.* The R-7A districts are intended to accommodate a variety of high intensity residential uses, including single-family, manufactured homes, two-family and multiple family dwelling types, under conventional or planned development controls. R-7A districts shall be served with public water and sewer services.
- (7) *P-1 office and institutional districts.* The P-1 district is intended to provide a transition zone between residential and business or industrial districts and to accommodate a moderate to high intensity mixture of residential, office and institutional uses. Within this district, regulations shall provide for lower intensities of development in the areas in closest proximity to low and moderate intensity residential districts. Land designated P-1 shall normally be served with public water and sewer services and be located with access to arterial or collector thoroughfares with access through local residential streets discouraged.
- (8) *B-1 neighborhood shopping districts.* The B-1 district is intended to provide for the sale of convenience goods and a limited number of personal services to the residents of the surrounding neighborhood. These districts shall normally be located at intervals along arterials

or collector thoroughfares, and these regulations shall provide standards for development of such retail and service uses on either free-standing parcels or in small commercial centers which shall be designed to protect the integrity of the surrounding residential neighborhood.

- (9) *B-2 highway business districts.* The B-2 district is intended to establish suitable development standards for the provision of convenience goods, shoppers goods and services at locations along major transportation routes to the motoring public, both local and transient. The B-2 district should always be located with access directly from arterial or collector thoroughfares, never local residential streets.
- (10) *B-3 central business districts.* The B-3 district is intended to be applied to the traditional commercial, financial, governmental and administrative core area of city, commonly known as the central business district. The B-3 district is further intended to establish regulations that provide and preserve this area as a center for commercial, financial, professional, governmental and cultural activities.
- (11) *B-4 general business districts.* The B-4 districts are intended to provide for a mixture of retail, service, transportation, storage and related activities which do not require a central location.
- (12) *M-1 general manufacturing districts.* The M-1 districts provide a place for the location of manufacturing and other uses which would be incompatible with general business areas. It is intended to permit in these districts any use which is inherently obnoxious to urban areas because of noise, odors, smoke, light, dust or the use of dangerous material.
- (13) *EM-1 exclusive manufacturing districts.* The EM-1 districts are intended to accommodate the exclusive use of land and structures for manufacturing purposes. The districts are established to provide for and maintain manufacturing areas and to prohibit the intrusion of incompatible uses. It is not intended to permit in these districts any use which is inherently obnoxious to urban areas, because of noise, odors, smoke, light, dust or the use of dangerous materials.

(Code 1972, § 26-5.11; Ord. No. 91.53, 10-16-1991)

Sec. 102-201. - Schedule of permitted and permissible special uses by districts.

- (a) Except as specifically provided in this chapter, regulations governing the use of land, water and structures within the various districts within the zoning jurisdiction of the city shall be as shown in the schedule of permitted and permissible uses by district (Table 4-1).
- (b) Use of land or structures which are not expressly listed in this schedule as permitted principal uses, permitted accessory uses or permissible special uses are prohibited uses and shall not be established in that district.
- (c) Uses listed as permissible special uses may be established in that district only after approval of an application for a special use permit in accord with the procedures and requirements in article X of this chapter.

(d) Table 4-1 indicates the permitted and permissible uses for the regular zoning districts. The uses permitted or permissible in the planned development districts are listed in article XI of this chapter.

TABLE 4-1. SCHEDULE OF PERMITTED AND PERMISSIBLE SPECIAL USES BY DISTRICT

Use	R-20	R-20A	R-11	R-9	R-7	R-7A	P-1	B-1	B-2	B-3	B-4	M-1	EM1
AGRICULTURE													
Animal husbandry	X	X										X	
Commercial greenhouses								X	X	X	X	X	
Commercial nurseries								X	X	X	X	X	
Forestry	X	X	X	X	X	X	X	X	X	X	X	X	
Hatcheries												X	
Livestock sales												X	
Pasturage	X	X	X	X	X	X			X		X	X	
Poultry	X	X											
Private greenhouses	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Roadside stand									X		X	X	
Stable, commercial	X	X										X	
Stable, residential	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Truck farming and crop production	X	X	X	X	X	X	X	X	X	X	X	X	X
COMMUNICATIONS FACILITY													
Alternative tower structure	X ⁹												
Ham radio antenna	B	B	B	B	B	B	B	B	X	X	X	X	
Radio and TV receiving antenna and dish, accessory	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Radio and TV studio	B	B					X		X	X	X	X	
Telecommunications tower alternative	A	A	A	A	A	A	X ⁹						
COMMUNITY RECREATION													
Community centers	A	A	A	A	A	A	X	X	A	A	A	A	A
Country clubs	A	A	A	A	A	A	X	X					
Golf courses (18 holes)	X	X	X	X	X	X	X						
Greenways	X	X	X	X	X	X	X	X	X	X	X	X	X
Park and playground	X	X	X	X	X	X	X	X	X	X	X	X	X
Recreation clubs	X	X	X	X	X	X	X	X					
CULTURE FACILITIES													
Art galleries							X		X	X	X	X	
Libraries	A	A	A	A	A	A	X	X	X	X			

Monument wks. and sales													X	
Paint/varnish/finish													X	
Paper goods													X	X
Pharmaceuticals													X	X
Pillow mfg.													X	X
Planing mills													X	X
Plastic products													X	X
Precision instruments													X	X
Processing plants													X	X
Refineries													X	
Rubber products													X	
Sawmills													X	
Sheetmetal shops													X	
Springs mfg.													X	X
Stone and clay products													X	X
Tobacco products													X	
Trans. and heavy eq./mfg.													X	X
Upholstering shops													X	
Wooden box factories													X	X
Woodworking shops													X	
MEMBERSHIP ORGANIZATIONS	A	A	A	A	A	A	X	X	X	X	X	X	X	
MISCELLANEOUS														
Amusement park										X			X	
Armories										X		X	X	
Auction house											X	X		
Bakeries (wholesale)													X	
Bingo										A		A		
Circus/carnival/fair	A	A	A	A	A	A	A	A	A	A	A	A	A	
Crematorium							A		A		A	X		
Customary access uses	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Elec. equip. sales										X	X	X	X	
Food packing and mfg.													X	
Garbage disposal serv.													X	
Heating and refrig. shops												X	X	
Housemovers													X	
Ind. supp. and equip.												X	X	
Kennel	A	A										A	A	
Livestock sale barns													X	
Lounge												X		
Lumberyards													X	
Municipal garages	A	A	A	A	A	A	A	A	A	X	X	X		

Class C		X											
RETAIL SERVICES													
Bakeries								X	X	X	X	X	
Candy/nut/confection stores								X	X	X	X		
Convenience stores								X	X	X	X		
Dairy/meat/seafood								X	X	X	X		
Delicatessens								X	X	X	X		
Drug stores (under 3,000 sq. ft.)								X	X	X	X		
Food stores (under 10,000 sq. ft.)								X	X	X	X		
Newsstands								X	X	X	X		
Tobacco shops													
EATING ESTABLISHMENTS													
Sit down								X	X	X	X		
Walk-in/drive-in								X	X	X	X		
SHOPPERS GOODS													
Antique shops	A	A							X	X	X	X	
Apparel and footwear									X	X	X		
Appliances										X	X		
Art supplies									X	X	X		
Auto supplies									X	X	X		
Auto, truck, boat, motorcycle sales									X		X		
Bicycle sales and serv.									X	X	X		
Books/stationery store									X	X	X		
Camera and photography supplies									X	X	X		
Department stores									X	X	X		
Discount stores									X	X	X		
Drinking establishments									X	X	X		
Drug stores (over 3,000 sq. ft.)									X	X	X		
Fabric stores									X	X	X		
Farm and heavy equip. sales/rental									X		X	X	
Farm supplies									X	X	X	X	
Floor covering supp.									X	X	X		
Florist								X	X	X	X		
Furn./home furnishings									X	X	X		
Furriers									X	X	X		
Gas station								X	X	X	X		

Sports and entertainment facility													B	
Martial arts schools and studios							X	X	X	X				
Dance schools and studios							X	X	X	X				
Modeling schools and studios							X	X	X	X				
Bowling lanes								X		X				
Baseball hitting range								X		X				
Fairgrounds													A	
Health clubs						B		X	X	X				
Gymnasiums								X	X	X				
Discotheques								X	X	X				
Billiards/pool halls								X	X	X				
Golf driving ranges								X		X				
Miniature golf								X		X				
Real estate services							X							
Skating rinks								X		X				
Movie theaters (indoors)								X	X	X				
Movie theaters (drive-in)								X		X				
Par 3 golf								X		X				
Shuffleboard courts								X		X				
Automatic bank teller						X		X	X	X				
Banks and finance cos.						X		X	X	X				
Indoor shooting range													X	
BUSINESS SERVICE OFFICE														
Advertising agency						X		X	X	X				
Arts/graphics service						X		X	X	X				
Blueprinters/drafting supplies						X		X	X	X				
Building cleaning and maintenance service						X		X	X	X	X			
Business office						X	X		X	X				
Computer and data processing service						X		X	X	X	X			
Detective agencies						X		X	X	X				
Employment agencies						X		X	X	X				
Insurance agencies						X		X	X	X				
Linen/uniform supply										X				
Management consultants						X		X	X	X				
News syndicates						X		X	X	X				

Personnel services								X		X	X	X		
Photocopying services								X		X	X	X		
Photo finishing labs.								X		X	X	X	X	
Photography services and studio								X		X	X	X	X ⁵	X ⁵
Public relations services								X		X	X	X		
Real estate services								X		X	X	X		
HEALTH SERVICES														
Animal hosp./vet. clinic										X		X		
Health practitioner								X		X	X	X		
HOSPITAL														
Labs/medical								X				X		
Medical and dental clinics								X	X	X	X	X		
Nursing/conval./extended care								X						
Rehabilitation center										X		X		
LODGING PLACES														
Bed and breakfast	A	A	A	A	A	A	A	A				A		
Hotels and motels										X	X	X		
MISCELLANEOUS SERVICES														
Car wash										X		X	X	
Contractor's office								X		X		X	X	
Dry cleaners										X	X	X	X	
Dry cleaning plants										X		X	X	
Dry cleaning plants										X		X	X	
Exterminators												X	X	
Food catering										X	X	X	X	
Funeral parlor	A							X		X		X		
Landscapers												X	X	
Lawn/garden care												X	X	
Machine/welding shops													X	
Mail order office											X	X	X	
Pet grooming										X	X	X		
Photography studio								X		X	X	X	X	
Sign shop												X	X	
Tattoo parlor											X	X		
Truck/farm equip. and heavy equipment sales and service												X	X	
HOME OFFICE	X ¹⁰													
PERSONAL SERVICE OFFICE														
Barber shop								X	X	X	X	X		
Beauty salon								X	X	X	X	X		

WAREHOUSING														
Mini-warehouse									X		X	X		
Warehouse									X	X ⁸	X	X	X	
Enclosed compartmentalized storage								X	X	X	X			
Distribution center													X	X

NOTES ON PERMITTED USE SCHEDULES

X = Permitted principal use

Y = Permitted accessory use

A = Special use approved by council

B = Special use approved by board of adjustment

Blank = Prohibited use

*Does not include abattoirs in EM-1 zones.

**Does not include processing or storage of raw hides in EM-1 zones.

***Existing mfg. parks are exempt and will allow all classes of mfg. homes.

¹ Six or more nonresidents.

² Maximum number of residents is 12.

³ Maximum number of residents is five.

⁴ Only for uses permitted in the district.

⁵ When catering to industrial clients.

⁶ Excluding the open storage of wrecked cars.

⁷ May include open storage as permitted for junkyards.

⁸ When used and maintained by, and directly related to and associated with, businesses permitted, operated and located in the B-3 district.

⁹ Administrative approval subject to supplemental regulations in section 102-302(b).

¹⁰ Administrative approval subject to supplemental regulations in section 102-303(b).

¹¹ Administrative approval subject to supplemental regulations in section 102-304.

(Code 1972, § 26-5.12; Ord. No. 91.53, 10-16-1991; Ord. No. 92.48, § 1, 8-4-1992; Ord. No. 92.54, § 1, 10-21-1992; Ord. No. 94.51, § 2, 11-16-1994; Ord. No. 95.65, § 1, 12-13-1995; Ord. No. 97.4, § 2, 1-22-1997; Ord. No. 97.17, § 2, 3-19-1997; Ord. No. 97.19, § 1, 4-16-1997; Ord. No. 97.26, § 1, 5-21-1997; Ord. No. 98.18, § 2, 3-24-1998; Ord. No. 98.66, § 1, 11-18-1998; Ord. No. 2000.8, § 1, 2-16-2000; Ord. No. 2000.9, § 1, 4-4-2000; Ord. No.

2001.36, § 2, 9-19-2001; Ord. No. 2001.42, § 1, 10-17-2001; Ord. No. 2002.31, 8-21-2002; Ord. No. 2002.34, § 1, 8-21-2002; Ord. No. 2003.5, § 1, 2-4-2003; Ord. No. 2003.35, § 2, 8-20-2003; Ord. No. 2004.30, § 2, 6-23-2004; Ord. No. 2005.34, § 1, 12-14-2005; Ord. No. 2005.35, § 2, 12-14-2005; Ord. No. 2006.23, § 2, 10-17-2006; Ord. No. 2007.25, § 1, 8-7-2007; Ord. No. 2007.21, § 2, 6-19-2007; Ord. No. 2007.36, § 2, 11-20-2007; Ord. No. 2010-9, § 1, 4-20-2010; Ord. No. 2011-7, § 2, 3-15-2011; Ord. No. 2011-8, § 2, 3-15-2011; Ord. No. 2011-24, § 1, 10-4-2011; Ord. No. 2012-9, § 1, 3-20-2012; Ord. No. 2013-3, §§ 1, 2, 4, 2-15-2013; Ord. No. 2013-32, § 3, 9-3-2013; Ord. No. 2015-7, § 1, 3-17-2015; Ord. No. 2024-14, § 1, 3-5-2024)

Sec. 102-202. - Schedule of area, height, bulk, and placement regulations.

Except as specifically provided in this chapter, regulations governing the minimum lot width and area; required front, side and rear yards; maximum permitted floor area ratio; maximum permitted height of structures; maximum permitted lot coverage; and related matters shall be for the several regular districts as shown in Table 4-2, Schedule of Area, Height, Bulk and Placement Regulations, and as shown in Table 4-3, Schedule of Land Use Intensity Ratios.

TABLE 4-2. SCHEDULE OF AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS

			Required Yards (feet)						
District	Minimum Lot Area (square feet)	Minimum Lot Width at Setback (feet)	Front	Side	Rear	Res. LUI	Maximum FAR Nonres.	Maximum Height (feet)	Multifamily and PD-H ⁷ LUI
R-20	20,000 ¹	100 ¹⁰	40	10	40	NA	0.15	35	34
R-20A	20,000 ^{1,2}	100 ¹⁰	40	10	40	NA	0.15	35	34
R-11	11,000 ³	75 ¹⁰	35	10	30	NA	0.25 ⁸	35 ⁹	40
R-9	9,000 ⁴	75 ¹⁰	25	8	25	37	0.30	35	44
R-7	7,000 ⁴	60 ¹⁰	25	8	25	45	0.40	35	49
R-7A	7,000 ⁴	60 ¹⁰	25	8	25	45	0.40	35	49

P-1	7,000 ⁴	60	25	8	25	50	0.40	50 ⁶	54
B-1	7,000 ⁴	60	40	15	10	45	0.30	35	54
B-2	—	60	40	15	10	45	0.50	65 ⁶	62
B-3	—	—	—	—	—	45	3.00	80 ⁶	—
B-4	—	—	—	—	—	45	0.50	65 ⁶	—
M-1	—	—	30	10	15	45	0.70	65 ⁶	—
EM-1	—	—	50	25	25	—	0.70	80 ⁶	—

¹ ;hg;Minimum lot size may be reduced to 15,000 square feet when served by public water or sewer or both. Lots larger than 20,000 square feet may be required by county health department.

² Minimum lot size may be reduced to 15,000 square feet when served by a public or community water system and individual septic tank; minimum lot size may be reduced to 11,000 square feet when served by a public water and sewer system.

³ Minimum lot area shall be increased by 4,000 square feet for two-family.

⁴ Minimum lot size shall be increased by 50 percent for two-family and 100 percent for multifamily.

⁵ The minimum side yard set back requirement as measured from the street right-of-way for corner lots shall be one-half of the required front yard.

⁶ Required yards shall be increased by one foot for each foot or fraction thereof of structure height above 35 feet when adjoining a residential district.

⁷ For multifamily housing and planned development housing districts.

⁸ Nonresidential structures (excludes bed and breakfast establishments which, for the purposes of this footnote, are considered residential structures), which are listed on the National Register of Historic Places and which have been designated as pivotal structures in a National Register Historic District, which due to the era in which they were constructed typically have a relatively high floor area ratio (FAR), and the related structures attached and to be attached thereto may have a maximum permitted FAR of 0.70.

- ⁹ Not applicable to nonresidential structures (excludes bed and breakfast establishments which, for the purposes of this footnote, are considered residential structures), which are listed on the National Register of Historic Places and which have been designated as pivotal structures in a National Register of Historic District and the related structures attached and to be attached thereto, provided that the roof ridge of any new construction not be more than 20 feet higher than the highest roof ridge of existing construction.
- ¹⁰ May be reduced to a minimum 70 percent of required lot width where an existing lot of record which contains at least one dwelling unit is proposed for subdivision and each resultant lot contains the minimum lot area required for the district in which it is located and abuts a public street for a distance of at least 37.5 feet and where the resultant lots each have access to public water and sewer.

TABLE 4-3. SCHEDULE OF LAND USE INTENSITY (LUI) RATIOS

Land Use Intensity	Floor Area	Open Space	Livability Space	Recreation Space
34	0.132	0.78	0.53	0.029
37	0.162	0.77	0.53	0.032
40	0.200	0.76	0.52	0.036
44	0.264	0.74	0.48	0.042
45	0.283	0.74	0.48	0.042
49	0.373	0.72	0.45	0.052
50	0.400	0.72	0.44	0.052
54	0.528	0.71	0.41	0.062
60	0.800	0.68	0.40	0.080
62	0.919	0.68	0.40	0.083

(Code 1972, § 26-5.13; Ord. No. 91.53, 10-16-1991; Ord. No. 99.66, § 1, 9-7-1999; Ord. No. 2002.14, § 1, 5-22-2002)

Secs. 102-203—102-230. - Reserved.