AGENDA
BREVARD BOARD OF ADJUSTMENT - REGULAR MEETING
Tuesday, May 5, 2026 - 3:00 PM
City Council Chambers

I. Welcome

II. Introduction of Board Members

III. Certification of Quorum

IV. Approval of Agenda

V. Approval of Orders

VI. Approval of Minutes

VII. Unfinished Business

a. VAR - 26-0001 - 775 Camptown Rd.

VIII. New Business

a. SUP-26-0003 - 21 Upper Glade Creek Rd.

IX. Remarks

X. Adjourn

_____
Agenda Posted, Website (04/28/2026)
V. Gass, Clerk to the Board

To review Agenda materials, go to the City's website www.cityofbrevard.com. Select "Your Government" tab followed by "Agenda Packet" tab. Agenda packet materials are posted on Friday afternoon prior to the meeting.

STAFF REPORT
Board of Adjustment, Tuesday, May 5, 2026

Title:	VAR - 26-0001 - 775 Camptown Rd.
Speaker:	Katherine Poe
Prepared by:	Katherine Poe, Planner/Assistant Zoning Administrator
Approved by:	Paul Ray, Planning Director

Continuation of Hearing from March 13, 2026

Attachments:
1. VAR-26-0001 Final Staff Report

STAFF REPORT
Board of Adjustment, Tuesday, March 3, 2026

Title: VAR-26-0001 - 775 Camptown Rd.

Speaker: Katherine Poe
Prepared by: Katherine Poe, Planner/Assistant Zoning Administrator
Approved by: Paul Ray, Planning Director

Background
The applicant, Connie Mields-Perry, owns property at 775 Camptown Rd, which is located in the General Residential-8 (GR-8) zoning district and in the City's municipal limits. The parcel identification number is 8597-90-2186-000.

The applicant is requesting a variance from UDO Chapter 2.8.D(1), to allow a chain link fence in their front yard. The ordinance language states that fences must be made of "brick, stone stucco, wrought iron, wood, or other materials similar in appearance and durability." It further states that chain link fences may only be used in the side and rear yard.

*"**D.** Fence and wall materials shall conform to the following requirements:*

1. *GR and RMX districts:*
    1. *All fences and walls must be of **brick, stone, stucco, wrought iron, wood, or other materials similar in appearance and durability,** except that **chain link or woven wire may be used in the side and rear yards**.*
    2. *All other wire fences, including barbed wire or concertina wire, are prohibited.*
    3. *Nothing in this chapter shall prevent the administrator from approving architecturally variant uses of material to allow creative fence design, such as the contemporary look of heavy-gauged welded wire panels framed in timber.*
    4. *The use of plastic plumbing pipe is a prohibited fence material."*

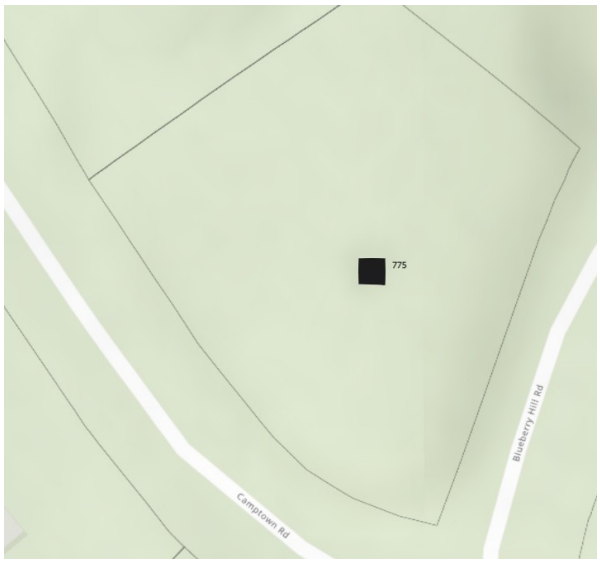
The ordinance defines the front, side, and rear yards based on the location of the public right-of-way, not the direction the structure is facing. The applicant's property fronts city streets - Camptown Road and Blueberry Hill Road - on two property lines. Per the ordinance, this property is a multi-frontage lot with two front yards (defined as the portion of the lot between the front building line and the right-of-way). The applicant's fence is currently positioned along the entire frontage of Blueberry Hill Road and the majority of the frontage along Camptown Road.

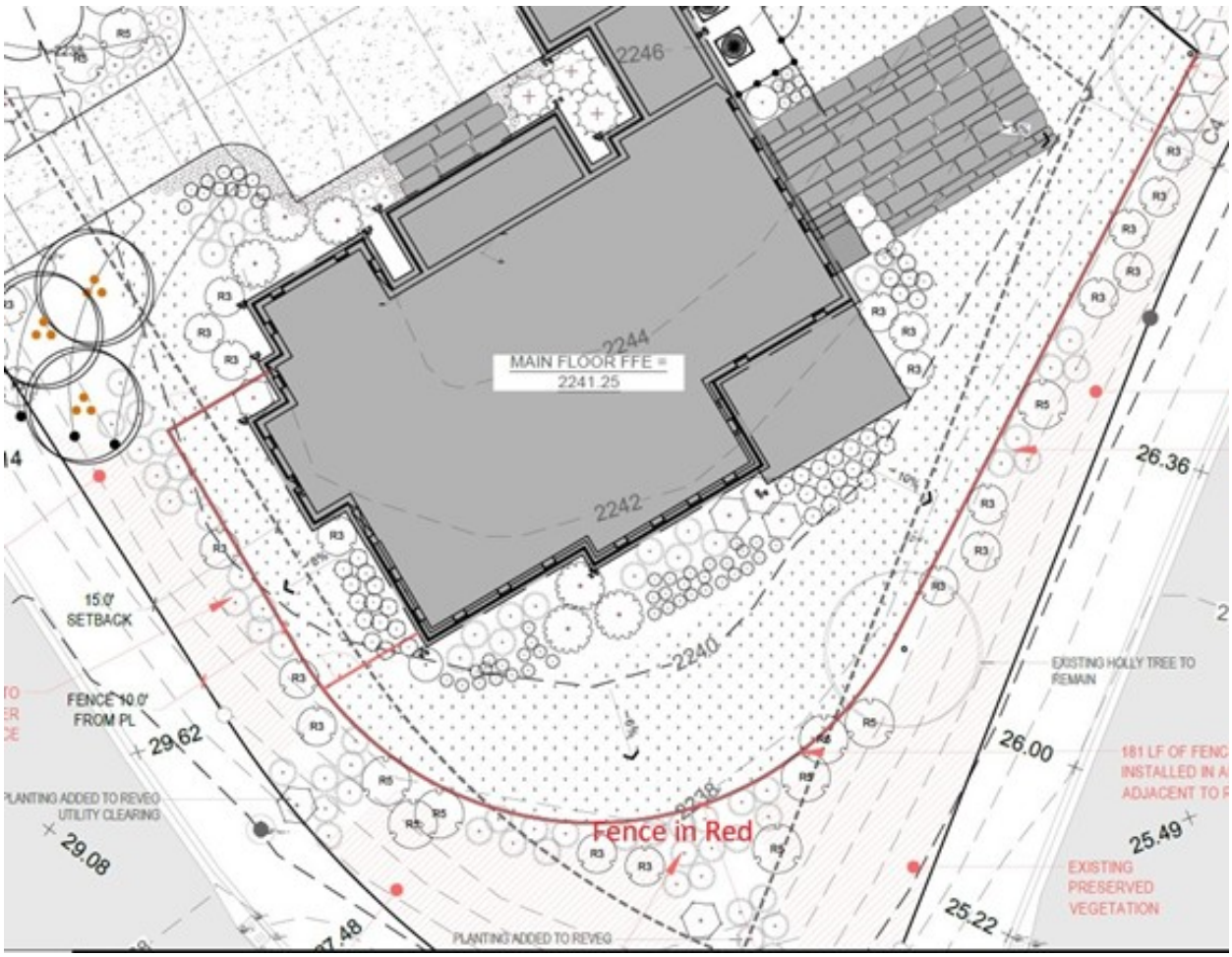
If the variance is not granted, the applicant will need to remove the fence or replace the fence with approved materials (brick, stone, wood, etc.).

Notice of the hearing was advertised and posted on the property in accordance with North Carolina General Statute §160D-406.

Discussion
In January 2026, the City received a complaint that the property owners had erected a black chain link fence without a permit. The City verified the complaint and contacted the owner of the property. The owner inquired about obtaining a fence permit and started the online application, but the City was unable to approve the application as chain link fences are not allowed in any front yard in the GR districts.

The applicant's property has street frontage along two City Streets, Camptown Rd and Blueberry Hill Rd. This lot is considered double-fronted per the UDO, and the new fence is along both streets.





The applicant did go through the approval process with Straus Park's Environmental Control Committee (ECC), and the fence was approved by this committee; however, the owner was unaware of the City's requirements.

The owner states that black chain link fencing is a requirement by the ECC and will discuss this at the hearing.

Investigation

Upon inspection, the fence has been erected and is currently along both street frontages.



Standards for the Granting of Variances
In order to grant the variance *all* of the conditions below must be met:

1. Unnecessary hardship would result from the strict application of the regulations. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

4. The requested variance is consistent with the spirit, purpose, and intent of the regulations, such that public safety is secured, and substantial justice achieved. Substantial justice is not achieved when granting the variance would be injurious to the neighborhood or to the general welfare.

Economic hardship or the fact that property may be utilized more profitably with a variance shall not constitute an unnecessary hardship. In its motion the Board should include Findings of Fact to support each of the items listed above.

Attachments:

1. Application Files
2. UDO 2.8 fences and walls
3. Parcel Map

Record Report for Variance #VAR-26-0001

Record Overview

Record Number: VAR-26-0001

Record Type: Variance

Record Status: In Progress

Record Submitted At: Friday January 9, 2026

Record Address: 775 Camptown Rd, Brevard NC 28712

Record Owner: Katherine Poe

Record Applicant: Connie Mields-Perry

Form Submission

Applicant:
Connie Mields-Perry
connie.mieldsperry@gmail.com, (954) 553-8308

Property Owner (if different):
Connie Mields-Perry
connie.mieldsperry@gmail.com, (954) 553-8308

Property Address: 775 Camptown Rd, Brevard NC 28712

Parcel Identification Number (PIN): 8587-90-2186-000

Zoning District: General Residential - 8 (GR8)

Overlay District: None

Description of Variance Request:

Regulations:
Chain Link or woven wire fencing is allowed in the side and rear yards behind the front building line.
Chain link is not allowed as a primary front yard fence material on residential lots.

Request: Use of black chain link fence on back and side of house (181 linear feet), which is technically considered front yard in both cases according to zoning map. Our lot faces two streets, but the house was built so the actual front of the house does not face either street.

Reasons for Variance Request:

Request: Use of black chain link fence on back and side of house, which is technically considered front yard in both cases according to zoning map. Our lot faces two streets, but the house was built so the actual front of the house does not face either street.
See attached supplemental document responding to the four hardship criteria.

Signature: 

Signed in GovWell: Friday January 9, 2026, 1:13pm

Details of Hardships that Compliance with Brevard Fence Regulations would Cause

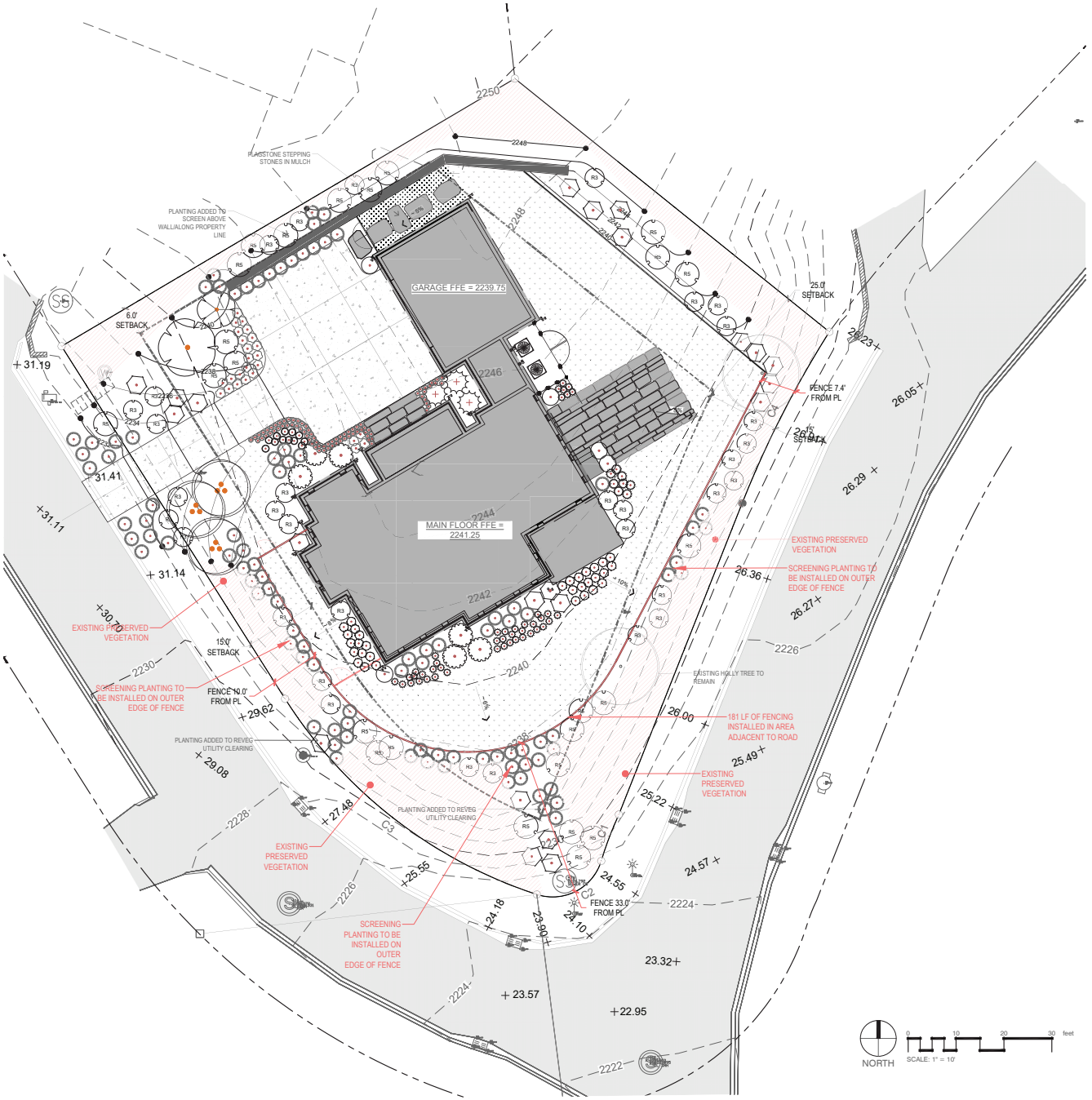
1) The overriding goal of the Straus Park Environmental Control Committee (ECC) is to maintain to the greatest extent possible the 'Natural', undisturbed aspects of each individual property within the community. To this end, it is only permitted to use 4', black, vinyl coated fencing because it is the least obtrusive fencing option, being the building material that is most easily buffered with vegetative screening, to preserve the natural appearance of the site. Use of other materials, ornamental or prominent architectural designs, are prohibited. None of the City of Brevard's approved fencing materials for use in front yards (wood, brick, stucco, etc.), which border street fronting side and rear yards are permitted.
2) There is no other suitable orientation of the house on the lot, due to its size, configuration and topography, resulting in the side and rear yards both facing streets, triggering the city's prohibition of chain link fencing in these areas: The orientation of the house is the only possible way to incorporate a garage. Plus, any other orientation would have caused significant disturbance to the site, which is discouraged by the Straus Park ECC. Any other orientation of the house would have also either required substantial "cutting in" for a driveway, which is also discouraged, or constructing a driveway that would be unreasonably steep and unsafe.
3) The only possible design/orientation of the house could not have been anticipated prior to purchasing the lot and was only discovered during the Preliminary Plan Review with the ECC and not caused by any actions taken by the owner/applicants. No other site plans were deemed possible during this approval phase, as they would have substantially disturbed the site, contrary to the overarching building precepts of the Straus Park ECC.
4) The requested variance is consistent with the spirit, purpose and intent of both the City of Brevard and the community of Straus Park. Both entities are pursuing the same goal of preserving the city's natural beauty, by only allowing less obtrusive, visually appealing fence designs, in keeping with the environment of the greater rural mountain community. The only disagreement is over what materials best achieve this objective and whether a variance should be granted to be consistent with the community's guidelines, or whether the city's permitted materials should supersede those of the community. We believe that there are also a couple other factors that should be considered that may help mitigate the conflict between the two sets of requirements. First: When approaching the house from either of the two streets it faces, whether by car or foot, there is a berm around the property, bordering the frontage streets, ranging approximately 12-18 feet in height, so not in

direct line of sight. Second: There is already considerable vegetation on the front face of the berm (excluding areas where utilities were installed during construction and will be re-vegetated as part of the landscape installation). In addition, we went through a very rigorous approval process for the landscape design with the community, requiring substantial screening around the fencing. Aside from the community's requirement, there was considerable effort on our part to source the most mature plant material possible, to minimize the time for the landscaping to "grow in". These measures were not only a requirement, but also our preference, to provide us with the maximum enjoyment of the property from the beginning. We believe that all the above will contribute to the fence being barely visible from the street.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY
TREES			
	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry	6' Ht.	3
	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	12' Ht.	1
	Ilex x 'Nellie R. Stevens' / Nellie R. Stevens Holly	6' Ht.	1
SHRUBS			
	Athyrium filix-femina / Common Lady Fern	3 gal.	25
	Cornus sericea / Red Twig Dogwood	7 gal.	3
	Dennstaedtia punctilobula / Hay-scented Fern	3 gal.	8
	Dryopteris erythrosora / Autumn Fern	3 gal.	31
	Echinacea purpurea / Coneflower	1 gal.	12
	Hydrangea paniculata 'Limelight' / Limelight Panicle Hydrangea	5 gal.	6
	Hydrangea quercifolia / Oakleaf Hydrangea	3 gal.	22
	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	5 gal.	5
	Pachysandra terminalis / Japanese Pachysandra	4"	79
	Panicum virgatum 'Heavy Metal' / Heavy Metal Switch Grass	3 gal.	97
R3	Rhododendron maximum / Rosebay Rhododendron	3` Ht.	33
R5	Rhododendron maximum / Rosebay Rhododendron	5` Ht.	25
	Rudbeckia hirta / Black-eyed Susan	1 gal.	44

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
GROUND COVERS				
	Festuca arundinacea 'Black Beauty' / Black Beauty Tall Fescue	sod		3,121 sf



PROGRESS PRINT - NOT FOR CONSTRUCTION

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PERRY RESIDENCE

HALLORAN design studio
Asheville, NC
p: 413.244.0661
e: kyle@hallorandesignstudio.com

Preliminary
For Review Purposes Only
Not for Construction

PERRY RESIDENCE

Camptown Road, Lot M102
Brevard, NC 28712
Transylvania County

NO.	DATE	REVISION
1	11/13/24	PRELIM ECC
2	12/9/24	FINAL ECC
3	1/29/25	FINAL ECC REV 1
4	10/13/25	FINAL ECC REV 2
5	10/27/25	FINAL ECC REV 3
6	1/9/26	FENCE NOTES

DATE: January 9, 2026

PLANTING PLAN

SHEET TITLE

L 1.04

SHEET NUMBER

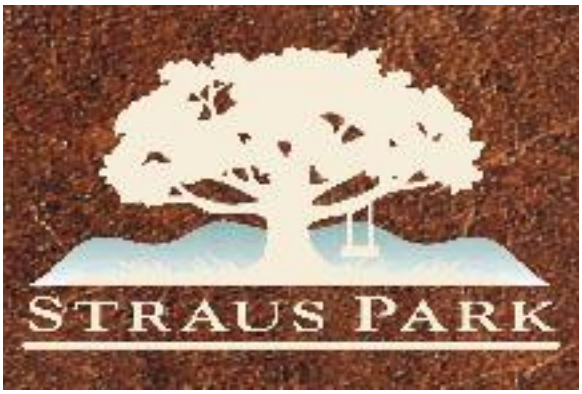


Image courtesy of the Straus Park Development Corp.

Straus Park
Environmental Control Committee

PO Box 580
Arden, NC 28704

Design Manual

Guidelines
Including Application and Approval Procedures, Construction Aspects,
And General Policies

May 2023 Edition

5.6 Permanent Fences

The ECC requires that above ground fences shall be reviewed on a case-by-case basis. Each site is unique and requests for approval of fences shall be reviewed based on the project's site-specific conditions and its compliance with general objectives and site planning concepts and goals of Straus Park. Approval of any fence does not establish precedent or have bearing on future requests. Generally, Straus Park is intended to be a natural, open landscape, emphasizing the natural over the manmade.

a. Fences shall not be permitted in front yards or side yards, except for small wooden fences serving to obscure HVAC equipment. These fences require ECC authorization.

b. Functional fences shall be as unobtrusive as possible and shall be allowed only when they are not visually prominent. Setbacks for fences are equal to the required building setbacks.

c. Maximum fence height shall be sixty (60) inches.

d. Functional fences shall be black or bronze vinyl-coated steel chain link. Generally, no other materials will be allowed. Decorative fences are discouraged but may be considered as part of an overall landscape plan. Materials shall be natural and shall blend with the natural landscape and the overall architecture of the house. Overly formal or grand fences are prohibited.

The presence and maintenance of existing vegetation visually screening the fence is strongly encouraged and will be considered in the review of any request. Maintenance of such landscape buffers is an on-going condition for fence approval. Removal of landscape buffers will revoke approval of a fence and the ECC may require the Owner to remove the fence.

5.7 Landscape Structures and Site Amenities

According to the original Straus Park Design Manual paragraph 1.3.1, Planning, "Preservation of Straus Park's existing natural beauty and heritage was the design team's first priority". The current amendment to the covenants for Straus Park recorded on November 14, 2012, paragraph 5.4 states:

> "Proper Condition. No part of Straus Park shall be used in a manner, nor shall any condition be allowed to exist thereon, which would constitute a fire hazard, a nuisance or which would produce or allow emanating therefrom noxious odors or fumes, excessive noise or vibrations."

A goal of Straus Park is to promote and protect the subtle sounds of the outdoors, such as birdsong, the rustling of wind through the trees, and the trickle of flowing streams. This is in keeping with the overall intent of the Design Guidelines to create and maintain a Mountain Park Architecture evocative of the natural environment.

In accordance with Straus Park's covenants regarding lessening noise while enhancing our natural environment, permanent private basketball courts, platform tennis courts, one-wall paddleball courts, or the like are prohibited. Permanent or temporary basketball, soccer, or football goal posts (or similar) within public view are prohibited on private property. Likewise, amenities not deemed by the ECC to blend-in with our natural setting, such as putting greens or synthetic turf dog runs, etc., may be prohibited at the sole and absolute discretion of the ECC. See also paragraphs 6.1.10 and 6.2.10, Landscape Structures and Site Amenities.

2.8. Fences and walls.

A. All fences and walls shall be constructed so that the best face faces outward from the parcel upon which it is constructed and towards adjacent properties. The "best face" shall generally mean the side opposite to framing members.

B. Fences and walls shall not be placed within public utility easements or public right-of-way without first securing an encroachment agreement from the City of Brevard, the North Carolina Department of Transportation, or other appropriate entity.

C. Fence or wall height shall be measured from the side of the fence or wall that is exterior to the property as the vertical distance between the lowest adjacent ground level, natural or filled, and the top of the fence material. Fence heights are restricted as follows:

1. In the General Industrial district, and public safety and other critical facilities. Fences or walls shall be no greater than six feet in height in the front yard(s) and no greater than eight feet in height in the side and rear yards.
2. All other districts and uses. Fences or walls shall be no greater than four feet in height in the front yard(s) and no more than eight feet in the side and rear yards.
3. No closed fence or wall shall be greater than two-and-a-half feet in height when placed within the sight triangle of any intersection as specified in Section 9.5 of this ordinance. Open fences are exempt from this provision.

D. Fence and wall materials shall conform to the following requirements:

1. *GR and RMX districts:*
   a. All fences and walls must be of brick, stone, stucco, wrought iron, wood, or other materials similar in appearance and durability, except that chain link or woven wire may be used in the side and rear yards.
   b. All other wire fences, including barbed wire or concertina wire, are prohibited.
   c. Nothing in this chapter shall prevent the administrator from approving architecturally variant uses of material to allow creative fence design, such as the contemporary look of heavy-gauged welded wire panels framed in timber.
   d. The use of plastic plumbing pipe is a prohibited fence material.
2. *CMX, DMX, PGX, NMX, and IC districts:*
   a. All fences and walls must be of brick, stone, stucco, wrought iron, wood, or other materials similar in appearance and durability.
   b. Chain link wire fences may be used as secure enclosures internal to the property or site subject to the following requirements:
      i. Chain link fences shall not be visible from a public right-of-way,
      ii. Chain link fences shall not serve as a perimeter fence or property line fence unless buffered by a type A buffer yard on all sides, and then only in the side or rear yard behind the front building line.
   c. All other wire fences, including barbed wire or concertina wire, are prohibited.
   d. All walls and fences shall be materially similar to other walls and fences in the same block or general vicinity.
3. *General Industrial district~~s~~, public safety facilities, and other critical facilities:*
   a. All fences and walls must be of brick, stone, stucco, wrought iron, wood, or other materials similar in appearance and durability, and shall be materially similar to other walls and fences on the same block or general vicinity.
   b. Vinyl coated, chain link fencing may be approved by the administrator as perimeter fencing with additional filtering through openings using opaque or semi opaque slats or screening or by installing a type A landscaping buffer between incompatible uses, between different zoning districts or where visible from a public street.
4. *Barbed wire:* Barbed wire may be permitted within agricultural operations with livestock and any bona-fide agricultural operations within any zoning district.

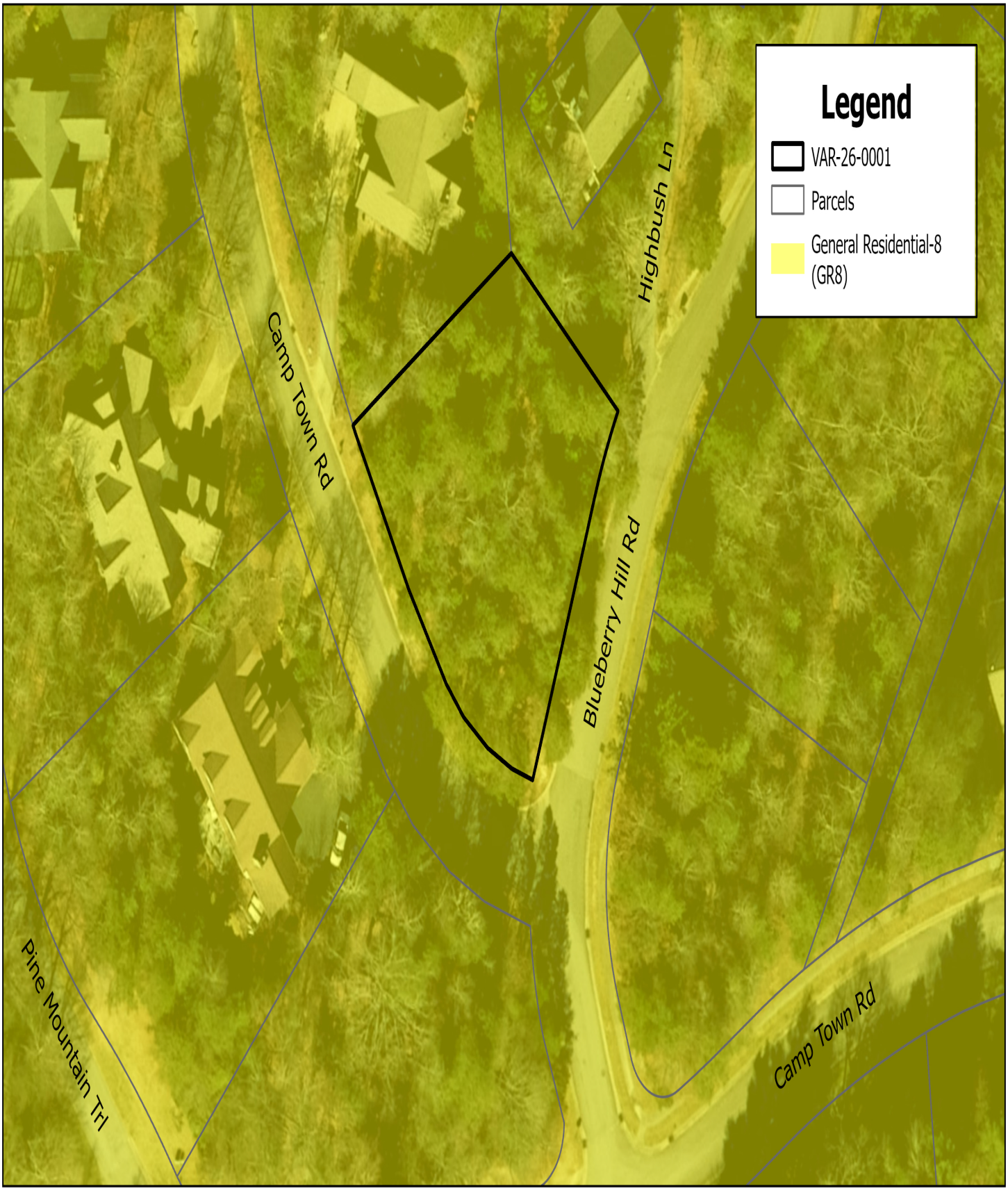
E. Retaining walls shall also conform to the following requirements:

1. Retaining walls should minimize the impacts of cut and fill on a site.
2. The height of any retaining wall should not exceed five feet unless required to be higher for engineering reasons.
    a. An increase in retaining wall height may be allowed if the proposed design minimizes the cut and fill impacts and enhances the existing landscape.
3. In areas where cuts are steeper, a stepped or terraced wall should be used. Large, unbroken retaining walls in a uniform plane should be avoided.

(Ord. No. 2022-76, § 1(Exh. A), 12-5-22; Ord. No. 2023-22, § 1(Exh. A), 6-4-23; Ord. No. 2023-61, § 1(Exh. A), 12-18-23; Ord. No. 2024-23, § 1(Exh. A), 6-3-24; Ord. No. 2024-46, § 1(Exh. A), 12-2-24; Ord. No. 2025-39, § 1 (Exh. A), 8-4-25)

Effective on: 8/4/2025

VAR-26-0001: 775 Camptown Rd



0 0.01 0.01 0.02 Miles

Prepared by City of Brevard Planning Department using Transylvania County parcel data.

STAFF REPORT
Board of Adjustment, Tuesday, May 5, 2026

Title:	SUP-26-0003 - 21 Upper Glade Creek Rd.
Speaker:	Katherine Poe
Prepared by:	Katherine Poe, Planner/Assistant Zoning Administrator
Approved by:	Paul Ray, Planning Director

Background
Jeff Martens, of Light in the Attic Estates, submitted an application to the City on March 10, 2026, for a Special Use Permit (SUP) to operate an Estate Liquidation Business (which is defined as a *Storage* use) at 21 Upper Glade Creek Rd in Pisgah Forest. The property is zoned Corridor Mixed-Use (CMX) and in the City's Extra Territorial Jurisdiction (ETJ). The proposed use requires a SUP from the Board of Adjustment per the Unified Development Ordinance (UDO) Chapter 2.2 Use Matrix.

Storage is defined in the UDO Chapter 19.3 as follows:

"Storage and disposal uses: Facilities for the storage or subsequent disposal of furniture, household goods, or other commercial goods of any nature. This includes: chemical storage facilities; mini-warehouses and self-storage facilities; junk yards / salvage yards; solid waste disposal; outdoor storage yards; and warehouses and indoor storage."

Light in the Attic Estates buys and sells household items online through an auction. The building at the property will be used to house the items until they are sold. The entire business will be conducted internally, including the storage of items and merchandise. The owner will discuss more details of the business at the hearing.

The Special Use Permit (SUP) does not have any additional standards or requirements in the UDO under Chapter 3.11.3 since the business is household items and the storage is inside the building.

The 2030 Comprehensive Land Use Plan (CLUP) has a future land use as *"Activity Center-Minor: provide a setting for services and activities that are supportive of surrounding residential neighborhoods. This character area may center around a community anchor, such as a school, park, library, or small commercial district. Uses and design considerations call for context-sensitive solutions, fostering community identity and a sense of shared ownership of neighborhood resources. Typical Uses: Institutional; small-scale commercial; single- and multi-family residential; public gathering space ."*

A Notice of Hearing was mailed to adjacent property owners, the property was posted, and the meeting was advertised per General Statue 160D-406(b).

Investigation

The property is a warehouse type building that fronts Hendersonville Hwy but is located far back on the property. The properties surrounding the proposed use are of a similar nature; a cabinet business is directly across Hendersonville Hwy, and a self-storage facility is adjacent the property to the west.

Special Use Permits
Special uses are generally compatible with the land uses permitted by right in a zoning district, but require individual review of their location, design, and configuration so as to evaluate the potential for adverse impacts on adjacent property and uses. Special uses ensure the appropriateness of the use at a particular location within a given zoning district. Only those uses enumerated as Special Uses in a zoning district, including but not limited to hours of operation, height, bulk, mass, intensity of use, etc. shall be authorized by the BOA.

The evaluation and approval of the Special Use Permit shall be based upon the sworn testimony and evidence presented at the hearing relevant to the following findings of fact:

a) The use meets all requirements and specifications of the Ordinance and any adopted land use plans and is in harmony with the general purpose and intent and preserves its spirit; and

b) The proposed use or structure will, if developed according to the plan submitted and approved, be visually and functionally compatible to the surrounding area; and

c) The proposed use or structure will not be injurious to the public health, safety, and welfare, and will not be detrimental to the value of adjoining property and associated uses.

In approving an application for a Special Use Permit, the BOA may attach fair and reasonable conditions which support the required Findings of Fact; however, the Board may not require the landowner to waive a vested right. The burden of proof of producing evidence to support these Findings and to overcome any challenges that approval of the plan would be contrary to one or more of these Findings rests entirely with the applicant.

Attachments:
1. Application Materials

Record Report for Special Use Permit #SUP-26-0003

Record Overview

Record Number: SUP-26-0003
Record Type: Special Use Permit
Record Status: In Progress
Record Submitted At: Tuesday March 10, 2026
Record Address: 21 Upper Glade Creek Rd, Pisgah Forest NC 28768
Record Owner: Katherine Poe
Record Applicant User: Jeff Martens
Record Applicant Company: Light in the Attic Estates

Form Submission

Applicant:
Jeff Martens
info@lightintheatticestates.com, (828) 301-1909

Property Owner (if different):

Property Address: 21 Upper Glade Creek Rd, Pisgah Forest NC 28768

Parcel Identification Number (PIN): 8597747291000

Zoning District: Corridor Mixed Use (CMX)

Overlay District: Manufacture Home Overlay District

Requested Use:
Estate Liquidation

Case for Requested Special Use Permit:
Special use permit case for Light in the Attic Estates at 21 Upper Glade Creek Rd

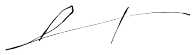
1. The use meets all requirements and specifications of the ordinance and any adopted land use plans and is in harmony with the general purpose and intent and preserves its spirit.
Light in the Attic Estates is an estate liquidation company based in Pisgah Forest for the last approximately six years. We help elderly members of the community who often times are unable to help themselves by clearing out homes of unwanted debris and selling items at auction with the majority of the proceeds going to our clients. The items we sell for our clients would be stored at the property address and then sold online to a majority local customers who then come to the office/ warehouse to pick up their purchases on designated pick-up days. We are effectively a retail establishment of various household goods who sell online.

2. The proposed use or structure will, if developed according to the plan submitted and approved, be visually and functionally compatible to the surrounding area; and
Yes, we are making no changes to the building other than basic repairs and upkeep.

3. The proposed use or structure will not be injurious to the public health, safety, and welfare, and will not be detrimental to the value of adjoining property and associated uses.
No. we will clean up the property and store no harmful materials or otherwise use the structure in a way that would diminish

the value of adjoining properties

Signature:



Signed in GovWell: Tuesday March 10, 2026, 3:11pm

Use Classification in Use Matrix: -

Special use permit case for Light in the Attic Estates at 21 Upper Glade Creek Rd

1. The use meets all requirements and specifications of the ordinance and any adopted land use plans and is in harmony with the general purpose and intent and preserves its spirit.

   Light in the Attic Estates is an estate liquidation company based in Pisgah Forest for the last approximately six years. We help elderly members of the community who often times are unable to help themselves by clearing out homes of unwanted debris and selling items at auction with the majority of the proceeds going to our clients. The items we sell for our clients would be stored at the property address and then sold online to a majority local customers who then come to the office/warehouse to pick up their purchases on designated pick-up days. We are effectively a retail establishment of various household goods who sell online.

2. The proposed use or structure will, if developed according to the plan submitted and approved, be visually and functionally compatible to the surrounding area; and

   Yes, we are making no changes to the building other than basic repairs and upkeep.

3. The proposed use or structure will not be injurious to the public health, safety, and welfare, and will not be detrimental to the value of adjoining property and associated uses.

   No. we will clean up the property and store no harmful materials or otherwise use the structure in a way that would diminish the value of adjoining properties

Docusign Envelope ID: 652AABA6-44DA-4F2E-AB10-44E200ABD7F0

The City of Brevard North Carolina

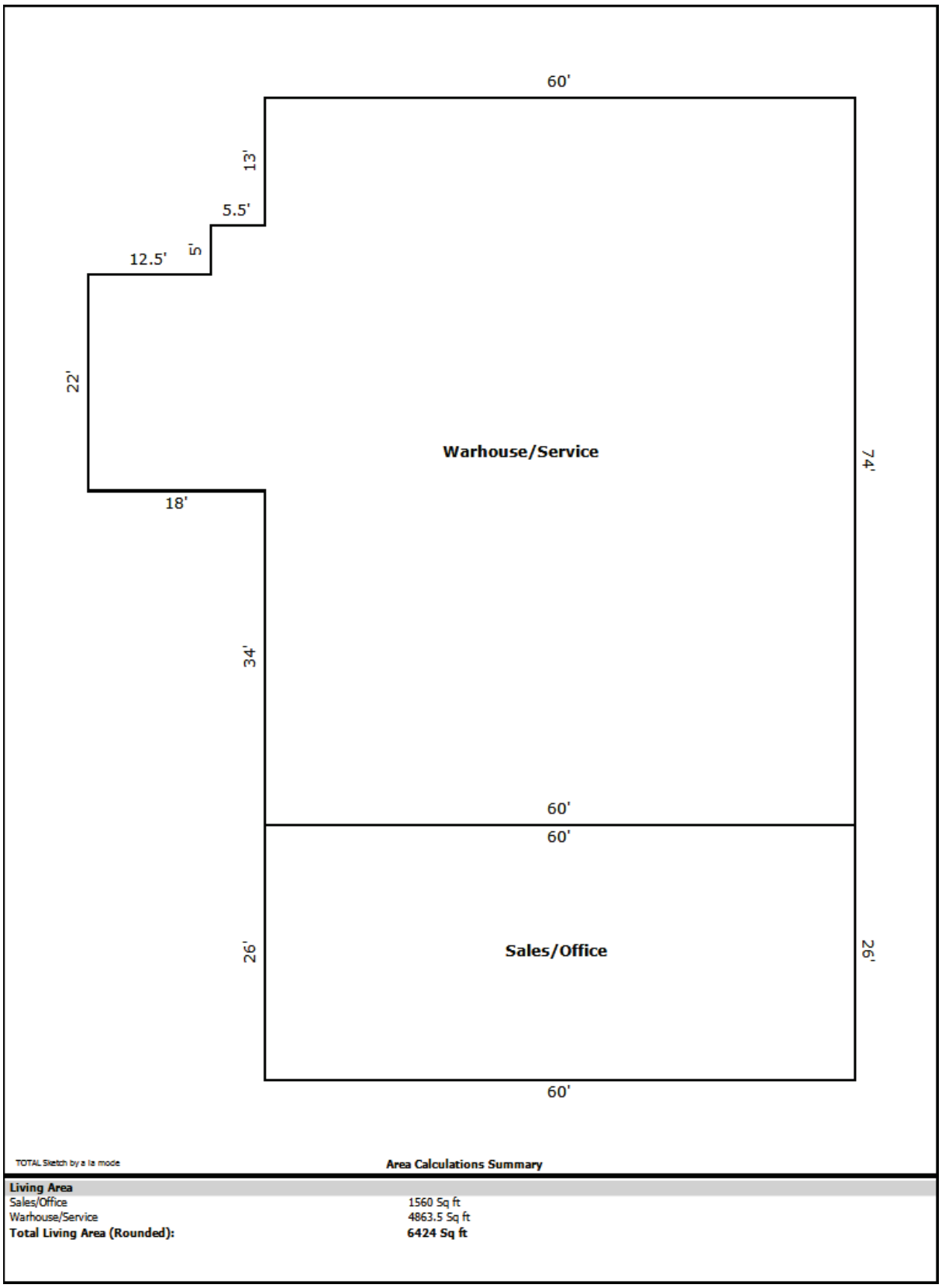
PROPERTY OWNER ACKNOWLEDGEMENTS

PROPERTY INFORMATION	
Property Address: 21 Upper Glade Creek Rd	Property PIN (Tax ID #): 8597-74-7291-000
APPLICANT/AGENT INFORMATION	
Name: Jeff Martens	Company / Organization: Light in the Attic Estates
Email: info@lightintheatticestates.com	Phone: 828-301-1909
APPLICATION / PETITION INFORMATION	
Nature of Approval(s) Requested (e.g., rezoning, variance, residential development, sign, change of use, subdivision): Special use permit	

The persons listed below do affirm that they are the legal owners of the above-reference property and:

- hereby give authorization and permission for the applicant to submit the application(s) or petition(s);
- authorize the applicant to act as my agent in all matters, formal and information, and to receive all official correspondence as it relates to the application(s) or petition(s);
- consent to all condition and/or stipulations that may be imposed or adopted by the City of Brevard as part of this petition / application approval; and
- grant permission to the Zoning Administrator, and designees thereof, to enter upon the property represented herein for the purpose of administering the application(s) or petition(s).

OWNER'S NAME (PRINT)	OWNER'S SIGNATURE	DATE
JJBLSB, Inc.	DocuSigned by: TRACY DYER CB9AD201A139406...	*3/11/2026 | 15:41 PDT*


60'
13'
5.5'
5'
12.5'
22'
Warhouse/Service
74'
18'
34'
60'
60'
26'
Sales/Office
26'
60'
TOTAL Sketch by a la mode
Area Calculations Summary
Living Area
Sales/Office 1560 Sq ft
Warhouse/Service 4863.5 Sq ft
Total Living Area (Rounded): 6424 Sq ft

Docusign Envelope ID: 03598FBA-A074-4B70-A1D5-2038BB449ED7

NC REALTORS® Commercial Forms

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions:

"**Seller**": JJBLSB, Inc.

"**Buyer**": ~~Light in the Attic, LLC~~ Jeff Martens aka Jeffrey Randall Martens and Casey Martens aka Casey Merrell Martins

"**Property**": Street Address: 19&21 Upper Glade Creek Road
City: Pisgah Forest Zip: 28712 County: Transylvania, NC
Lot/Unit N/A, Block/Section N/A, Subdivision/Condominium N/A
Plat Book/Slide N/A at Page(s) N/A PIN/PID: 8597-74-7291-000
Other description: Being all of the property located at 19&21 Upper Glade Creek Rd as described herein.
Some or all of the Property may be described in Deed Book 777 at Page 557-559
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.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated by reference. Any personal property should be included in **Exhibit A**.

NOTE: If the Buyer or Seller is an entity, then in order to form a binding agreement and complete a transaction the entity must be validly formed and in good standing with the Secretary of State in the State of formation of the entity.

"**Purchase Price**": $ 529,200.00 paid in U.S. Dollars upon the following terms:

$ SEE EXHIBIT B EARNEST MONEY as ❑ cash ❑ personal check ❑ official bank check ❑ wire transfer ❑ electronic transfer (details below)

$ 0 PROMISSORY NOTE (details below)

$ 502,740.00 BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

"**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

"**Examination Period**" will begin on the first day after the Contract Date and extend through 5:00pm (based upon time at the locale of the Property) on 3/23/2026. ***TIME BEING OF THE ESSENCE***.

"**Closing**" shall occur on or before: 03/26/2026 (See Section 11 for details).

This form jointly approved by:
North Carolina Bar Association
NC REALTORS®

STANDARD FORM 580-T
Revised 7/2025
© 7/2025

Buyer Initials _____ _____ Seller Initials _____ _____

"**Broker(s)**" shall mean: Keller Williams Elite Realty ("Listing Agency")

James Dager Lic. No. 331601 ("Listing Agent")

Acting as: ❑ Seller's Agent ☒ Dual Agent

Keller Williams Elite Realty ("Selling Agency")

James Dager Lic. No. 331601 ("Selling Agent")

Acting as: ❑ Buyer's Agent ❑ Seller's (Sub)Agent ☒ Dual Agent

"**Seller's Notice Address**" shall be as follows:

Po Box 1745, Etowah, NC 28729

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

"**Buyer's Notice Address**" shall be as follows:

691 Cherrywood Ln, Pisgah Forest, NC 28768

e-mail address: info@lightintheatricestates.com caseymerrellmartens@gmail.com fax number: _____

except as same may be changed pursuant to Section 12.

☒ If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

❑ If this block is marked, additional terms of this Agreement are in the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

❑ If this block is marked, additional terms of this Agreement are in the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Earnest Money Terms: The Earnest Money shall be deposited in escrow with Goosmann Rose Colvard & Cramer, P.A. ("Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST-BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

☒ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer ID Number is: _____.**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

Promissory Note Terms: Any promissory note must be secured by a deed of trust, said promissory note in the amount of N/A Dollars being payable over a term of N/A years, with an amortization period of N/A years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent (N/A %) per annum in the amount of $N/A, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following: N/A

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Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following: N/A

. Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C.** Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the

Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such

obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) 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 mail address or facsimile number, if any, provided in Section 1 as to Seller, and in Section 1 as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1 as to Seller, and in Section 1 as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): None.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if

any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. 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, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. 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 Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. 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.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1 of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

❑ **EIFS/SYNTHETIC STUCCO**: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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.

BUYER:

Individual

Signed by:
Jeff Martens
22224B99084747F...
Date: 3/3/2026 | 10:06 PST

DocuSigned by:
Casey Martens
C53AA71D0059451...
Date: 3/4/2026 | 07:25 MST

SELLER:

Individual

_____
Date: _____

_____
Date: _____

Business Entity

~~Light in the Attic, LLC~~
(Name of Entity)
By: ~~Signed by: Jeff Martens~~
22224B99084747F...
Name: ~~Jeff Martens~~
Title: ~~Owner~~
Date: ~~1/22/2026 | 07:30 PST~~

Business Entity

JJBLSB, Inc.
(Name of Entity)
By: DocuSigned by: TRACY DYER
CB9AD201A139406...
Name: Tracy Dyer
Title: Receiver
Date: 1/22/2026 | 09:09 PST

STANDARD FORM 580-T
Revised 7/2025
© 7/2025

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WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent'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 agent'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 closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent'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 agent'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 agent'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 agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Goosmann Rose Colvard & Cramer, P.A.
(Name of Escrow Agent)

Date:_____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address:_____ fax number:_____

except as same may be changed pursuant to Section 13.

STANDARD FORM 580-T
Revised 7/2025
© 7/2025

Docusign Envelope ID: 03598FBA-A074-4B70-A1D5-2038BB449ED7

Addendum
to
Offer to Purchase and Contract
by and between
JJBLSB, Inc., as Seller
and
Jeff Martens aka Jeffrey Randall Martens and Casey Martens aka Casey Merrell Martins
~~Light in the Attic, LLC~~ as Buyer for that Property known as 19 & 21 Upper Glade Creek Road, Pisgah Forest, NC 28768, Transylvania County and further described as that property described in the attached Exhibit A and as further shown on those Surveys by Douglas A. Garber, PLS dated February 4, 2022 bearing Job #G21041 and Drawing NO. G210419C (Survey #1), Douglas A. Garber, PLS dated September 15, 2021 bearing Job #G21041 and Drawing No. G2104___ (Survey #2), and Douglas A. Garber, PLS bearing Job #G21041 dated August 10, 2022 bearing Drawing No. G21041-1 (Survey #3) all attached as Exhibit 1, 2 and 3 (hereinafter, "Surveys") and that GIS Tax Map Aerial for PIN 8597-74-7291-000 of the Tax Office for the County of Transylvania ("Tax Map Aerial").

Initial JM DS CM

Whereas Buyer and Seller have entered into the attached Offer to Purchase for the Property described herein and as may be shown further in the attached Exhibit A, Tax Map Aerial and Surveys 1, 2 and 3; and

Whereas, Seller has provided Buyer with copies of the Vesting Deed recorded in Book 777 at Page 557 of the Transylvania County, NC Registry, the Tax Map Aerial and Surveys described as Surveys 1, 2 and 3 herein; and

Whereas, Buyer acknowledges that Seller has advised Buyer prior to entering the Offer to Purchase of any and all encroachments or other matters potentially revealed by the Tax Map Aerial and the attached Surveys 1, 2 and 3; and

Whereas, the attached Offer to Purchase and Contract is hereby amended to reflect that Buyer agrees to accept title subject to any and all encroachments, defects, easements, rights of way or other matters revealed by the attached Tax Map Aerial, and Surveys 1, 2 and 3 notwithstanding anything to the contrary contained in the attached Offer to Purchase and Contract including but not limited to Paragraph 8 such that Seller shall not be required to provide title free of any encroachment and Buyer agrees to accept title in its AS IS condition as of the date of this Offer to Purchase and Contract; and

Now, therefore, the undersigned Parties hereby agree to amend the attached Offer to Purchase and Contract to reflect the agreements contained herein..

Conflict. In the event of a conflict between the terms of the Contract and this Addendum then the terms of this Addendum shall control. Except as modified or amended herein the Contract remains in full force and effect.

Date: 1/22/2026 | 09:09 PST

Seller:
JJBLSB, Inc. DocuSigned by: TRACY DYER CB9AD201A139406...

By:_____
Sharon E. Brown

_____
Linda B. Thomas

Buyer: Signed by: Jeff Martens
22224B99084747F...

1/22/2026 | 07:30 PST

Buyer: DocuSigned by: Casey Martens
C53AA71D0059451...

3/4/2026 | 07:25 MST

Exhibit A

Exclusive Right to Sell Listing Agreement between JJBLSB, Inc., a North Carolina Corporation & Keller Williams Elite Realty for 21 & 19 Upper Glade Creek Rd, Pisgah Forest, NC 28768, also includes the following additional parcels as referenced in the agreement:

1. PIN: 8597-74-7290-000, Deed Book/Page: 00777/0557

DocuSigned by:
TRACY DYER 1/22/2026 | 09:09 PST
CB9AD201A139406...
Seller Signature

Signed by:
Jeff Martens 1/22/2026 | 07:30 PST
22224B99084747F...
Buyer Signature

DocuSigned by:
Casey Martens 3/4/2026 | 07:25 MST
C53AD71D0B594C1...
Buyer Signature

Exhibit B
AMENDMENT TO
OFFER TO PURCHASE AND CONTRACT

Initial JM DS CM

Jeff Martens aka Jeffrey Randall Martens and Casey Martens aka Casey Merrell Martins

JJBLSB, Inc. as "Seller", and ~~Light in the Attic, LLC,~~ as "Buyer", have entered into a Contract on the Offer to Purchase and Contract (form 2-T), including any previous amendments or supplemental addendum(s) ("Contract") regarding the purchase and sale of the Property located at 19 & 21 Upper Glade Creek Road, Pisgah Forest, NC 28712 and being described in Record Book 777 at Page 557 of the Transylvania County, NC Registry and shown as PIN 8597-74-7291 of the Transylvania County Tax Records ("Property").

THE PARTIES HAVE AGREED TO AMEND THE OFFER TO PURCHASE AND CONTRACT (Contract) AS SET FORTH BELOW:

1. **Earnest Money**: Sellers and Buyer have agreed, that, as a condition of the sale of this Property that the Buyer has deposited the sum of Twenty Six Thousand Four Hundred Sixty Dollars ($26,460.00) as a Deposit in the Action entitled 22 CVS 000456-870 in the Office of the Clerk of Superior Court for Transylvania County, NC (hereinafter, "CLERK DEPOSIT") and that the Earnest Money Deposit reflected in Paragraph 1 (d) of the Contract shall be the CLERK DEPOSIT paid to the Clerk of Court as reflected herein. All other terms in this Contract regarding said Earnest Money shall be such CLERK DEPOSIT reflected herein.

2. **Conflict**: In the event of any direct conflict between the terms of the Contract and this Addendum, then this Addendum shall control.

BUYER:
Initial JM DS CM
~~Light in the Attic, LLC~~

Signed by:
By: Jeff Martens
22224B9908474 7F...
Jeff Martens, Date: 1/22/2026 | 07:30 PST

DocuSigned by:
By: Casey Martens
C5AA01D0059451...
Casey Martens, Date: 3/4/2026 | 07:25 MST

SELLER:
JJBLSB, Inc.

DocuSigned by:
By: TRACY DYER
CB9AD201A139406...
Tracy Dyer, Commissioner, Date: 1/22/2026 | 09:09 PST

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": JJBLSB, Inc.
"Buyer": ~~Light in the Attic, LLC~~ Jeff Martens aka Jeffrey Randall Martens and Casey Martens aka Casey Merrell Martins
"Property": 19&21 Upper Glade Creek Road Pisgah Forest NC 28712

1. **FEE**: (Check Only One) ❑ Seller or ☒ Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: ☒ 5 % of the gross sales price; ❑ A flat fee of $_____; or, ❑ Other: _____.

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

3. **TERM, EFFECTIVENESS, AND EXPIRATION**: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or July 21, 2026, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.

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

DO NOT UPLOAD FORM 220 TO THE MLS. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Listing Firm: Keller Williams Elite Realty Agent Name (Print): James Dager By: James Dager (DocuSigned by: AF325DBE979A450...) (Agent Signature) Date: 1/22/2026 | 12:23 EST	Selling Firm: Keller Williams Elite Realty Agent Name (Print): James Dager By: James Dager (DocuSigned by: AF325DBE979A450...) (Agent Signature) Date: 1/22/2026 | 10:33 EST
Seller: _____ (Signature) Date: _____ Seller: _____ (Signature) Date: _____ Entity Seller: JJBLSB, Inc. (Name of LLC/Corporation/Partnership/Trust/Etc.) By: TRACY DYER (DocuSigned by: D59A0201A739406...) Name (Print): Tracy Dyer Title: Receiver Date: 1/22/2026 | 09:09 PST	Buyer: Jeff Martens (Signed by: 3224B90084727F...) (Signature) Date: 3/3/2026 | 10:06 PST Buyer: Casey Martens (DocuSigned by: C53AA71D0059451...) (Signature) Date: 3/4/2026 | 07:25 MST Entity Buyer: ~~Light in the Attic, LLC~~ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: ~~Jeff Martens~~ (Signed by: 3224B90084727F...) Name (Print): ~~Jeff Martens~~ Title: ~~Owner~~ Date: ~~1/22/2026 | 07:30 PST~~

REALTOR®
NC REALTORS®
EQUAL HOUSING OPPORTUNITY

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Docusign Envelope ID: 4E8BF2D2-87FA-425A-B8F7-E6AD8195BAD2

SHARON E BROWN & LINDA B. THOMAS

CITY OF BREVARD BREVARD COUNTY NORTH CAROLINA



Line	Bearing	Distance
L1	N 51° 17' 33" E	72.42'
L2	N 31° 41' 01" E	57.24'
L3	N 8° 47' 43" E	62.34'
L4	N 10° 12' 19" W	40.01'
L5	N 31° 29' 25" W	88.43'
L6	N 8° 21' 25" W	38.91'
L7	N 11° 50' 14" E	70.04'
L8	N 25° 32' 34" E	34.10'
L9	N 49° 15' 41" W	70.05'
L10	S 71° 10' 47" W	12.20'
L11	N 18° 18' 52" E	46.08'
L12	S 4° 45' 53" W	112.65'
L13	S 9° 14' 09" W	66.07'
L14	S 20° 11' 04" W	69.00'
L15	N 18° 02' 50" E	18.82'
L16	N 51° 16' 35" E	67.03'
L17	S 4° 15' 02" W	30.98'
L18	N 6° 14' 05" E	125.92'
L19	N 22° 49' 25" W	104.49'
L20	S 7° 43' 42" E	38.50'
L21	S 30° 47' 32" E	88.22'
L22	S 27° 55' 36" E	35.26'
L23	S 21° 39' 34" E	97.70'
L24	S 11° 57' 08" E	21.81'
L25	S 5° 03' 56" W	38.56'
L26	S 11° 07' 39" W	36.68'

LEGEND TO SYMBOLS

- = EXISTING IRON ROD
- = EXISTING IRON PIPE
- = IRON ROD SET
- = EXISTING AXLE
- = EXISTING CONC. MONUMENT
- = WATER METER
- = UTILITY POLE
- = MANHOLE
- = ELECTRIC METER
- = CATV RISER
- = TELEPHONE RISER
- = SANITARY SEWER CLEAN-OUT
- = UNMARKED POINT

100 50 0 100 200

SCALE OF DRAWING IS 1 INCH = 100 FEET

NO NCGS HORIZONTAL CONTROL MONUMENTS WERE FOUND WITHIN 2000' FEET OF THE PROPERTY

I, Douglas A. Garber, certify that this plat was drawn by me from an actual field survey made under my direct supervision; that the boundaries shown are from the record information noted hereon; that the actual ratio of precision exceeds 1:10,000; and that this survey is of an EXISTING PARCEL of LAND; and that this plat conforms with N.C. Gen. Stat. 47-30 as amended.
Witness my original signature, seal and registration number this the 1st day of April, 2022.

Douglas A. Garber, PLS

NORTH CAROLINA PROFESSIONAL SEAL L-3823 LAND SURVEYOR DOUGLAS A. GARBER

DOUGLAS A. GARBER, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3823
406 TALLEY ROAD
HENDERSONVILLE, NORTH CAROLINA 28739
Phone: (828) 442-8676

Job# 021041 Survey Date: 3/10/2022 Dwg.# 021041-1

SURVEY FOR

SHARON E BROWN & LINDA B. THOMAS

A BOUNDARY AND IMPROVEMENT LOCATION SURVEY OF PROPERTY DESCRIBED IN D.B. 102 Pg. 315 OF THE OF THE TRANSYLVANIA COUNTY REGISTER OF DEEDS
200 RILEY LANE PIN: 8579746578

CITY OF BREVARD TRANSYLVANIA COUNTY NORTH CAROLINA

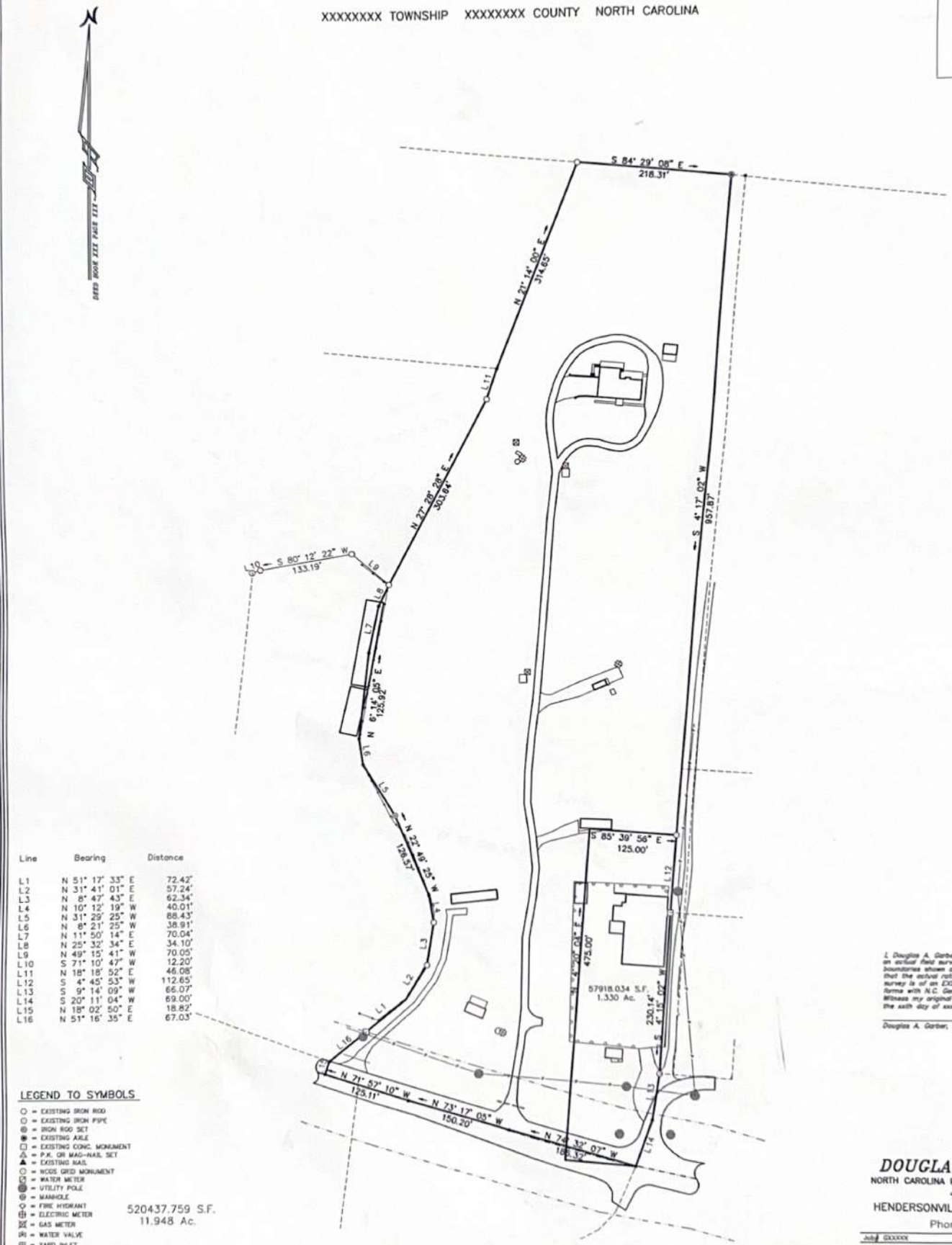
Docusign Envelope ID: 03598FBA-A074-4B70-A1D5-2038BB449ED7

Docusign Envelope ID: 4E6BF202-87FA-425A-B8F7-EBAD81696AD2

XXXXXXXXXXXXXXXXXXX

XXXXXXXX TOWNSHIP XXXXXXXX COUNTY NORTH CAROLINA

VICINITY MAP NTS



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L11	N 18° 18' 52" E	46.08'
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L13	S 9° 14' 09" W	66.07'
L14	S 20° 11' 04" W	69.00'
L15	N 18° 02' 50" E	18.82'
L16	N 51° 16' 35" E	67.03'

LEGEND TO SYMBOLS

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- = IRON ROD SET
- = EXISTING AXLE
- = EXISTING CONC. MONUMENT
- = P.K. OR MAG-NAIL SET
- = EXISTING NAIL
- = NCGS GRID MONUMENT
- = WATER METER
- = UTILITY POLE
- = MANHOLE
- = FIRE HYDRANT
- = ELECTRIC METER
- = GAS METER
- = WATER VALVE
- = YARD INLET
- = CATV RISER
- = TELEPHONE RISER
- = SANITARY SEWER CLEAN-OUT
- = UNMARKED POINT

100 50 0 100 200

SCALE OF DRAWING IS 1 INCH = 100 FEET

I, Douglas A. Garber, certify that this plat was drawn by me from an actual field survey made under my direct supervision; that the boundaries shown are from the record information noted hereon; that the actual ratio of precision exceeds 1:10,000; and that this survey is of an EXISTING PARCEL of LAND; and that this plat conforms with N.C. Gen. Stat. 47-30 as amended.
Witness my original signature, seal and registration number this the xxth day of xxxxx, 2021.

Douglas A. Garber, PLS

NORTH CAROLINA PROFESSIONAL SEAL L-3823 LAND SURVEYOR DOUGLAS A. GARBER

DOUGLAS A. GARBER, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3823
406 TALLEY ROAD
HENDERSONVILLE, NORTH CAROLINA 28739
Phone: (828) 442-8676

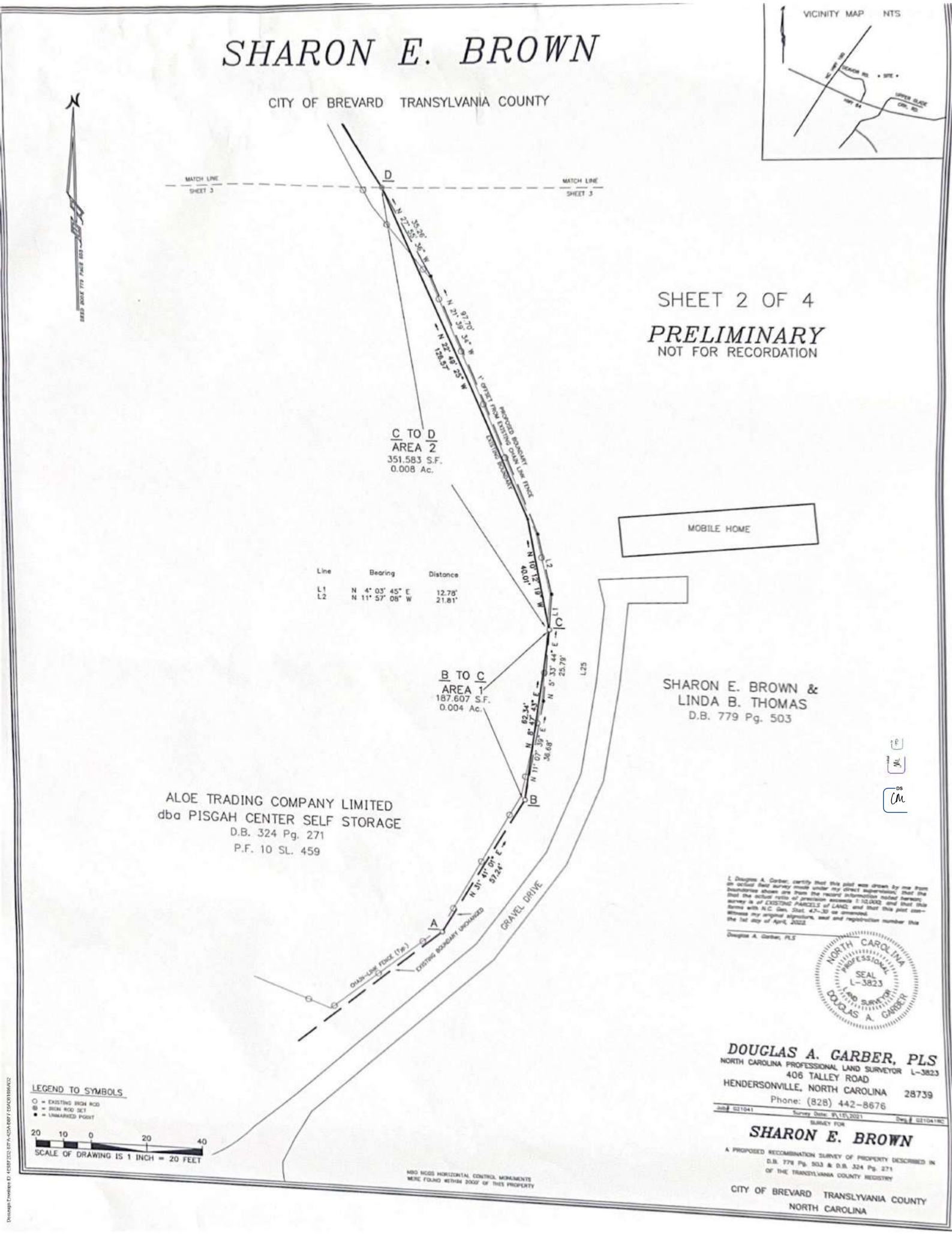
Job # XXXXX Survey Date: XX\XX\2021 Dwg # XXXXX-X

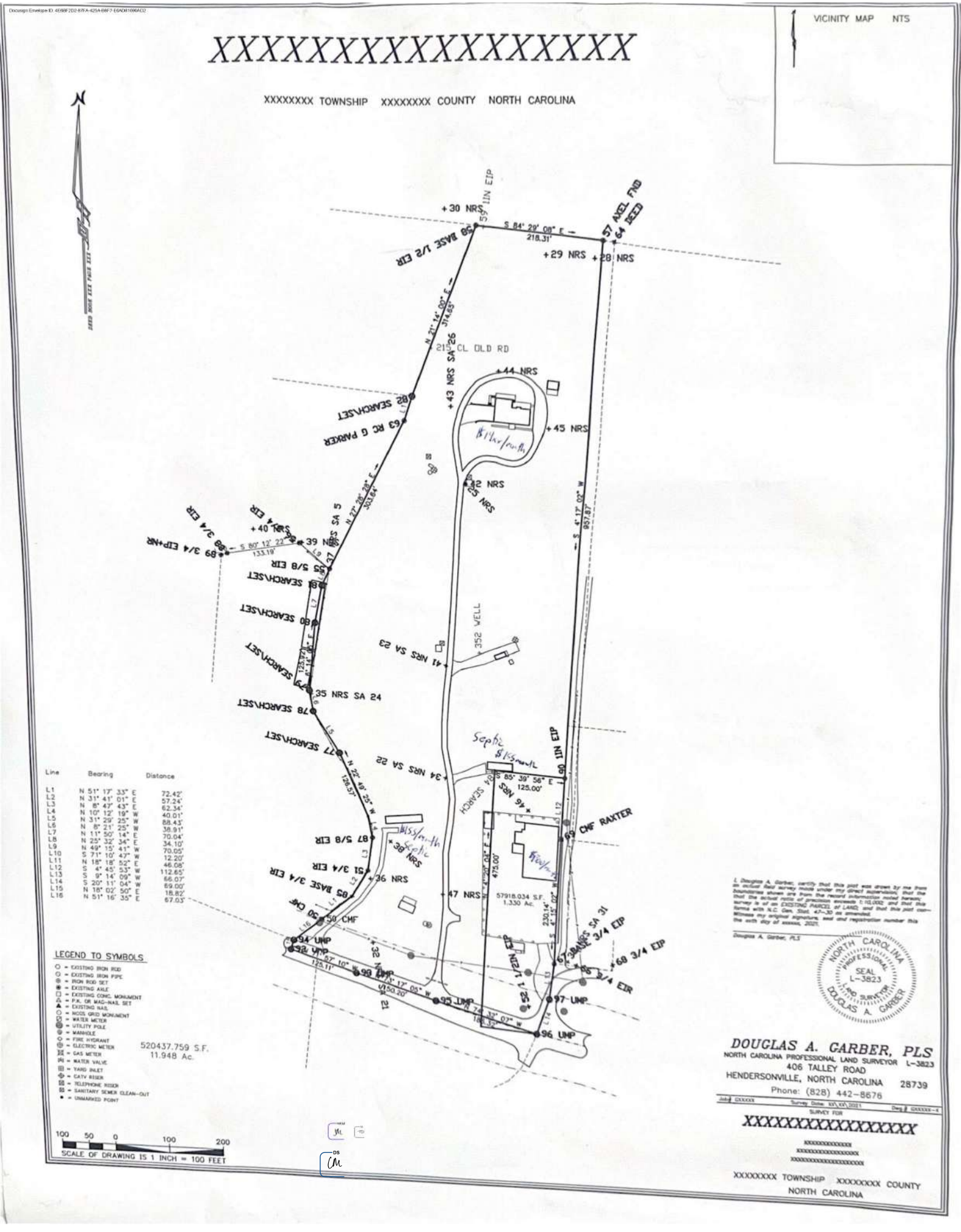
SURVEY FOR

XXXXXXXXXXXXXXXXX

XXXXXXXXXXXX
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

XXXXXXXX TOWNSHIP XXXXXXXX COUNTY
NORTH CAROLINA


SHARON E. BROWN
CITY OF BREVARD TRANSYLVANIA COUNTY
VICINITY MAP NTS
SHEET 2 OF 4
PRELIMINARY
NOT FOR RECORDATION
MATCH LINE SHEET 3
MATCH LINE SHEET 3
D
C TO D
AREA 2
351.583 S.F.
0.008 Ac.
MOBILE HOME
Line Bearing Distance
L1 N 4° 03' 45" E 12.78'
L2 N 11° 57' 08" W 21.81'
C
B TO C
AREA 1
187.607 S.F.
0.004 Ac.
SHARON E. BROWN &
LINDA B. THOMAS
D.B. 779 Pg. 503
ALOE TRADING COMPANY LIMITED
dba PISGAH CENTER SELF STORAGE
D.B. 324 Pg. 271
P.F. 10 SL. 459
B
A
GRAVEL DRIVE
CHAIN-LINK FENCE (Typ.)
EXISTING BOUNDARY UNCHANGED
LEGEND TO SYMBOLS
○ = EXISTING IRON ROD
⊕ = IRON ROD SET
● = UNMARKED POINT
20 10 0 20 40
SCALE OF DRAWING IS 1 INCH = 20 FEET
NBO NGGS HORIZONTAL CONTROL MONUMENTS WERE FOUND WITHIN 2000' OF THIS PROPERTY
NORTH CAROLINA PROFESSIONAL SEAL L-3823 LAND SURVEYOR DOUGLAS A. GARBER
DOUGLAS A. GARBER, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR L-3823
406 TALLEY ROAD
HENDERSONVILLE, NORTH CAROLINA 28739
Phone: (828) 442-8676
SURVEY FOR
SHARON E. BROWN
A PROPOSED RECOMBINATION SURVEY OF PROPERTY DESCRIBED IN D.B. 779 Pg. 503 & D.B. 324 Pg. 271 OF THE TRANSYLVANIA COUNTY REGISTRY
CITY OF BREVARD TRANSLYVANIA COUNTY
NORTH CAROLINA



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L10	S 71° 10' 47" W	12.20'
L11	N 18° 18' 52" E	46.08'
L12	S 4° 45' 53" W	112.65'
L13	S 9° 14' 09" W	66.07'
L14	S 20° 11' 04" W	69.00'
L15	N 18° 02' 50" E	18.82'
L16	N 51° 16' 35" E	67.03'