Minutes

Sawmills Town Council Meeting
Sawmills Town Hall

August 18, 2026
6:00 PM

Council Attendees:
Mayor Keith Warren
Mayor Pro-Tem Clay Wilson
Councilwoman Melissa Curtis
Councilwoman Rebecca Johnson
Councilman Bobby Mosteller

Absent:
Councilman Joe Wesson

Staff Attendance:
Chase Winebarger, Town Manager
Kelly Melton, Finance Officer
Terry Taylor, Town Attorney
Abby Rich, Town Clerk

1. **Call to Order**
   Mayor Keith Warren called the meeting to order at 6:03 PM.

2. **Invocation**
   Councilman Mosteller led the invocation for those in attendance.

3. **Pledge of Allegiance**
   Sawmills SRO Chris Anders led the Pledge of Allegiance for those in attendance.

4. **Adopt Agenda**
   Clerk Abby Rich informed the Board of one addition to the agenda, an offer to purchase a parcel on Sigmon Drive. This addition was Item
   5(d). Councilman Mosteller made a motion to adopt the agenda. After a second from Councilman Wilson, the motion carried unanimously.

5. **Approval of Meeting Minutes**

   a. **July 21, 2026, Regular Meeting Minutes**
      Councilman Wilson made a motion to approve the July 21, 2026, Meeting Minutes. After a second from Councilwoman Johnson, the motion carried unanimously.

   b. **July 21, 2026, Closed Session Meeting Minutes**

Councilwoman Curtis made a motion to approve the July 21, 2026, Closed Session Meeting Minutes. After a second from Councilman Wilson, the motion carried unanimously.

6. Public Comment

There were no individuals signed up for Public Comment.

7. Action Items

a. Ordinance to Vacate and Close 4330 Joplin Rd

Councilman Mosteller made a motion to approve the Ordinance to Vacate and Close 4330 Joplin Rd as attached hereto. After a second from Councilman Wilson, the motion carried unanimously.

b. 10 Year Capital Improvement Plan (CIP)

Finance Officer Kelly Melton came to the podium to present the 10-year Capital Improvement Plan to Council.

Councilman Wilson made a motion to approve the 10-year Capital Improvement Plan. After a second from Councilwoman Johnson, the motion carried unanimously.

c. Text Amendment for Residential Living in the Highway Business District

Councilman Wilson made a motion to open the Public Hearing. After a second from Councilwoman Curtis, the motion carried unanimously.

With there being no individuals signed up to speak, Councilman Wilson made a motion to close the Public Hearing. After a second from Councilwoman Curtis, the motion carried unanimously.

Councilman Wilson made a motion to approve the Text Amendment for Residential Living in the Highway Business District as attached hereto. After a second from Councilwoman Curtis, the motion carried unanimously.

d. Offer to Purchase a Parcel on Sigmon Drive

Town Manager Chase Winebarger informed the Council that Gary Johnson made a $2,000 offer to purchase the town-owned parcel located on Sigmon Drive on the terms of the contract attached hereto.

Due to Councilwoman Johnson having a familial relationship with the potential buyer, Councilwoman Curtis made the motion to recuse Councilwoman Johnson from voting on this matter. After a second from Councilman Wilson, the motion carried unanimously.

Councilman Wilson made a motion to accept the initial offer of $2,000 and requested the Town Clerk to proceed with advertising for upset bids as required. After a second from Councilwoman Curtis, the motion carried unanimously.

8. Informational Items

9. Public Comment

10. Manager Updates/ Recommendations

Manager Winebarger provided the following updates to Council:

Fall Ball registration is up over 21% from previous years. This year there are two 15u teams as well.
There were almost 4,000 people at State Legion Tournament.
Town Staff and Code Enforcement cleaned a property in Doe Run.

Upcoming Dates:
Sept 5th- Sawmills Cruisers
Oct 24- Autumn in the Park
Nov 21- Tree Lighting
Oct 31- Halloween Trunk or Treat
Nov 7- Veterans Celebration

11. Finance Updates

a. BRIC Update
Finance Officer Kelly Melton informed Council the BRIC Grant has been extended another year to July 2027. There are currently outstanding reimbursements the Town is expecting to receive.

b. Helene Update
Finance Officer Kelly Melton informed Council that FEMA has moved the Town's project back to "pending scope and cost review" as of last Friday.

c. OSBM Update
Finance Officer Kelly Melton informed Council that the Town received a quote for the seeding for erosion control costs.

d. Quarterly Financial Report as of 6/30/2026
Finance Officer Kelly Melton presented the Quarterly Financial Report to Council. Mrs. Melton also informed Council that she is reviewing what steps the Town will need to take in order to begin collecting taxes. The Council asked for an estimate of the potential cost to the Town for the collection. Mrs. Melton stated it would be approximately $6,600 this year for software and training, but moving forward, the Town will have a savings of $20,200 from the amount normally paid to the County to collect the taxes. Other costs include: the annual software fee, the bond for the Tax Administrator, costs to print and mail bills, and additional "people" costs. Mrs. Melton stated these costs will be at the cost, or slightly less than the cost the Town currently pays the County.

12. Mayor Updates/Recommendations
Mayor Keith Warren reminded everyone that local schools are back in session next week.

13. Clerk Updates/Recommendations
Town Clerk Abby Rich informed Council that minutes are now backlogged onto the website portal.

14. Council Updates/Recommendations

The Town Council thanked those in attendance for coming.

15. **Closed Session §143-318.ll(a)(3)**
Councilman Wilson made a motion to enter Closed Session pursuant to§143-318.ll(a)(3). After a second from Councilwoman Curtis, the motion carried unanimously.

Councilman Wilson made a motion to return to regular session. After a second from Councilwoman Johnson, the motion carried unanimously.

After discussion in Closed Session, Councilman Wilson made a motion to authorize the Town Manager's authorization to provide a concession in an employment offer for emergency personnel. After a second from Councilman Mosteller, the motion carried unanimously.

16. **Adjourn**
With there being no more business to attend to, Councilwoman Johnson made the motion to adjourn at 6:47 PM. After a second from Councilman Wilson, the motion passed unanimously.

Approved on _____day of _____, 2026.

_____

Keith Warren, Mayor

_____

Abby Rich, Town Clerk

Prepared by and Return to: Terry M. Taylor, Attorney at Law
P.O. Drawer 2428, Hickory, NC 28603

CALDWELL COUNTY

TOWN OF SAWMILLS

Minimum Housing Code Enforcement Action concerning property of Bobby Dean Bowlin and Timothy Shawn Byrd, heirs of Olivia Byrd Stanley (collectively "Property Owner") Deed Book 1291, Page 1666, Caldwell County Registry, recording of Ordinance Pursuant to NCGS 160D-1203(5). Ordinance to be recorded in the name of the Property Owner in the Grantor Index.

Ordinance Passed:

Date: August 18, **2026**

By Action of Town Council

NORTH CAROLINA

CALDWELL COUNTY

AN ORDINANCE DIRECTING TOWN OFFICIALS TO VACATE AND CLOSE THE PROPERTY HEREIN DESCRIBED AS AN IMMINENT DANGER TO THE PUBLIC AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED
File No. 2026-05

WHEREAS, N.C. Gen Stat. § 160D-1201, et seq. authorizes any local government by ordinance to provide for the repair, closing or demolition of Dwelling, as defined by N.C. Gen. Stat. § 160D-1203, found unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, or other conditions rendering the Dwelling unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government; and

WHEREAS, the Town has adopted by ordinance in Chapter 154 of the Town of Sawmills Code of Ordinances ("Minimum Housing Ordinance") to provide for the repair, closing, or demolition of Dwellings found unfit for human habitation; and

WHEREAS, on or about February 4, 2026, the Code Enforcement Officer, as defined in Chapter 154 of the Minimum Housing Standards, found that the Dwelling located at 4330 Joplin Rd., Hudson, North Carolina, Parcel ID: 2756-74-3788 (the "Dwelling"), was unfit for human habitation; and

WHEREAS, on February 4, 2026, the Code Enforcement Officer, after conducting a preliminary investigation disclosing a basis for such charges, issued and caused to be served on the heirs and tenants of the property owned by Jerry and Olivia Byrd (deceased), the Owners of the dwelling, as defined by N.C. Gen. Stat. § 160D-1202(1), and parties in interest of such Dwelling, a complaint stating the charges in that respect and containing a notice that an administrative hearing would be held before the Code Enforcement Officer, or the designated agent, at a place within Town of Sawmills; and

WHEREAS, after notice and an administrative hearing on Februruy 25. 2026, the Code Enforcement Officer determined that the Dwelling was unfit for human habitation and the repair costs exceeds fifty percent (50%) of the value of the Dwelling. The Code Enforcement Officer determined the fact that the Dwelling was unsafe, dangerous and in non-compliance with Town ordinance and had inadequate egress, unsanitary living conditions and fire hazards and stated, in writing, findings of fact to support those determinations; and

WHEREAS, the repairs to the Dwelling can be made at a reasonable cost in relation to the value of the Dwelling; and

WHEREAS, on February 25, 2026, the Code Enforcement Officer issued and caused to be served on the Owner/Parties of Interest, an order requiring the Owners/Parties of Interest to vacate and close the Dwelling by not later than May 26, 2026; and

WHEREAS, the Owner of the Dwelling has been given a reasonable opportunity (exceeding ninety (90) days) to bring the Dwelling into conformity with the Minimum Housing Ordinance, but has failed to comply; and

WHEREAS, N.C. Gen Stat. § 160D-1203(4) provides and if the Owner fails to comply with an order to vacate, close and/or remove the Dwelling, the Code Enforcement Officer may, following ordinance adopted by the governing board, cause the Dwelling to be vacated, closed, posted with a placard on the main entrance of the Dwelling the following words: "This Dwelling is unfit for human habitation; the use or occupation of this Dwelling for human habitation is prohibited and unlawful," and occupants may be removed; and

WHEREAS, the Town Council has determined that the Dwelling is unfit for human habitation due to unsanitary living conditions, lack of utilities, inadequate egress and fire hazards rendering the Dwelling unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals or otherwise inimical to the welfare of the residents of the Town of Sawmills; and

WHEREAS, based on the foregoing, the Town Council finds that the Dwelling should be vacated, closed to meet the requirements of the Minimum Housing Ordinance and should be placarded by placing thereon a notice prohibiting use for human habitation until repaired; and

WHEREAS, the Town Council finds that all of the provisions of the Minimum Housing Ordinance have been complied with as a condition of the adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Sawmills, that:

SECTION 1. The Owner of the Dwelling, having been notified in accordance with Chapter 160D of the North Carolina General Statutes, is hereby ordered to vacate the Dwelling on or before September 18, 2026.

SECTION 2. The real property upon which the Dwelling is situated is more particularly described as follows:

BEGINNING on a stake, William Daniel Tolbert's corner in Ralph L. Tolbert's and Cora Greene's line, said stake being located at a point South 6° 30' West 100 feet from a large Hickory tree, said Tolbert's and Cora Greene's corner, and runs with William Daniel Tolbert's line North 89° 00' West 292.50 feet to a stake in the center of County Road No. 1128, William Daniel Tolbert's corner in Ralph L. Tolbert's line; thence with the center of said road and with Ralph L. Tolbert's line as follows: South 47° 30' East 150 feet; South 49° 00' East 100 feet, South 44° 00' East 25 feet; South 40° 00' East 25 feet; South 33° 00' East 25 feet; South 25° 00' East 25 feet; South 15° 00' East 25 feet, in all 375 feet, to a point in the center of said road, Ralph L. Tolbert's corner; thence still with said line North 50° 00' East 19 feet to a stake and chestnut oak tree, Ralph L. Tolbert's corner in Cora Greene's line; thence with said line North 6° 30' East 255 feet to the point of BEGINNING, containing 92/100ths of an acre, more or less.

BEING the same property conveyed by Ralph L. Tolbert, Jr. and wife, Annette P. Tolbert, to David Lee Tolbert and wife, Patricia P. Tolbert, by deed dated September 7, 1973, and recorded in Book 663, at Page 1178, Caldwell County Registry.

SECTION 3. That the Owners/Parties of Interest of the real property described herein are heirs of Jerry and Olivia Byrd.

SECTION 4. On September 19, 2026, the Code Enforcement Officer or his designee, is hereby authorized and directed to place a placard on the main entrance of the Dwelling containing the legend:

"THIS DWELLING IS UNFIT FOR HUMAN HABITATION. THE USE OR OCCUPATION OF THIS DWELLING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL. ANYONE FOUND TRESPASSING ON THE PROPERTY CAN BE CHARGED WITH A CLASS 1 MISDEMEANOR."

SECTION 5. It shall be unlawful for any person to remove, or cause to be removed, the placard from Dwelling to which it is affixed thereto pursuant to this Ordinance. It shall likewise be unlawful for any person to occupy or to permit the occupancy of Dwelling having been declared to be unfit for human habitation. Occupation of a Dwelling so posted shall constitute a Class 1 misdemeanor.

SECTION 6. That Owner and parties in interest of the Dwelling are hereby ordered to vacate and close the Dwelling found by the Code Enforcement Officer and Town Council to be unfit for human habitation within thirty (30) days from the date of adoption of this Ordinance. If the Owner or parties in interest fail to have the Dwelling vacated within thirty (30) days from the adoption of this Ordinance, the Code Enforcement Officer is hereby authorized to commence summary ejectment proceedings pursuant to N.C. Gen. Stat. § 160D-1203(4).

If the Owners or parties of interest fail or refuse to vacate and close the Dwelling within the time allowed, then the Code Enforcement Officer is hereby authorized to proceed to vacate, close and secure the Dwelling in accordance with this Ordinance pursuant to the Minimum Housing Ordinance and N.C. Gen Stat. § 160D-1203(4). The cost of vacating and closing by the Code Enforcement Officer shall be a lien against the real property upon which the cost was incurred as provided in the Town Code and Statues authorizing the repair, closing and demolishing of residential dwellings or structures by order of the Code Enforcement Officer N.C. Gen. Stat. § 160D-1203(4).

SECTION 7. The Code Enforcement Officer or his designee is further directed and authorized to take such other and further action and exercise such other powers with respect to said Dwelling as may be necessary or convenient to carry out and effectuate the provisions of the Minimum Housing Ordinance of the Town of Sawmills.

SECTION 8. That any person violating the provision of this Ordinance of the Minimum Housing Ordinance shall be subject to the penalties and fines set forth in Section 4-219. If the violation is continued, each day's violation shall be a separate offense. In addition, this

Ordinance may be enforced by an appropriate equitable remedy such as an injunction or order of abatement issued from any court or competent jurisdiction pursuant to N.C. Gen. Stat. § 160D-1208 and by any, all or a combination of the remedies as authorized and prescribed by law or under Chapter 154 of the Town of Sawmills Code of Ordinances.

SECTION 9. That the Town Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Caldwell County Register of Deeds and see that it is properly indexed in the name of the Owner in the grantor index.

SECTION 10. That all ordinances, or parts of ordinances in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

SECTION 11. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 12. That the Town Attorney is authorized to proceed with in rem foreclosure proceedings to collect taxes and liens owed for the property, if any.

SECTION 13. This Ordinance shall become effective upon its adoption.

ORDAINED by Town Council for the Town of Sawmills, North Carolina, this 18th day of August, 2026.

THE TOWN OF SAWMILLS,
a North Carolina Municipal Corporation

Keith Warren, Mayor

ATTEST:

Abby Rich, Town Clerk

ORDINANCE AMENDMENT
NONCONFORMING USES

§153.130 NONCONFORMING USES

(A) After the effective date of the ordinance upon which this chapter is based, existing structures, or the uses of land or structures which could be prohibited under the regulations for the district in which it is located (if they existed on the adoption date of the ordinance upon which this Zoning Code is based), shall be considered as nonconforming.

(B) Nonconforming structures or uses may be continued provided they conform to the following provisions:

(1) A nonconforming use of any building or land shall not be enlarged or extended, provided that a nonconforming use of any building may be extended to any portion of such building which was, at the time such use became nonconforming, manifestly arranged or designed for such use.

(2) A nonconforming use shall not be changed to any but a conforming use. When a nonconforming use has been changed to a conforming use, the premises shall not thereafter be used for any nonconforming use.

(3) No structural alterations shall be made in a building housing a nonconforming use, except those required by law or ordinance or ordered by an authorized officer to secure the safety of the building.

(4) A nonconforming use of any building or structure which is damaged to an extent exceeding 50% of its reproduction value, exclusive of foundations, by fire, flood, explosion, earthquake, war, riot, or act of God, shall be discontinued, and such building or structure shall thereafter be used only in compliance with the provisions of the district in which it is located.

(5) If a nonconforming use is discontinued for a continuous period of more than 120 days, any future use of the land or building shall be in conformity with the provisions of this chapter.

(C) Existing Single-Family Residential Dwellings in the Highway Business District (H-B). Notwithstanding any other provision of this Ordinance governing nonconforming uses or structures, an existing residential principal dwelling may be extended or enlarged, provided that all of the following requirements are satisfied:

(1) The dwelling was constructed before July 1, 1988;

(2) The dwelling has been continuously used for residential purposes since before July 1, 1988;

(3) The dwelling is located on a lot or parcel containing at least two acres;

(4) The extension or enlargement remains part of the existing principal dwelling and does not create an additional dwelling unit or change the property to a different residential or nonresidential use, unless otherwise permitted by this Ordinance; and

(5) The extension or enlargement complies with all applicable building codes, permitting requirements, setbacks, height limitations, lot-coverage requirements, floodplain regulations, wastewater or septic requirements, and other development standards.

A temporary vacancy resulting from a change in ownership, renovation, repair, or casualty damage shall not, by itself, constitute a discontinuance of residential use. Any abandonment or discontinuance of the residential use shall be governed by the applicable provisions of this Ordinance. If the residential use is abandoned or discontinued for a period of 180 days or more, then the nonconforming use can no longer be expanded. (Ord. §90D, passed 2-19-2008) (Ord. Passed 8-18-2026)

TOWN OF SAWMILLS
OFFER TO PURCHASE AND CONTRACT
(OFFER SUBJECT TO UPSET BID PROCEDURE)

Gary W. Johnson (the "Buyer"), with an address of 2520 Sigmon Drive, Granite Falls, NC 28630, hereby offers to purchase and the Town of Sawmills, a North Carolina Municipal corporation (the "Seller"), upon the execution hereof as authorized by action of the Town of Sawmills Town Council, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with improvements, if any, located thereon (the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY**: Located in the Town of Sawmills, County of Caldwell, State of North Carolina, being known and more particularly described as:

Street Address: 2520 Sigmon Drive
Legal Description: See Exhibit "A"

2. **OFFER/PURCHASE PRICE**: The purchase price offered is $2,000 (the "Purchase Price") and shall be paid as follows:

(a) $100, representing a five percent (5%) deposit paid by [check one] (bank official check ___; wire or money order __) with the delivery of this Offer to Purchase and Contract (the "Contract"), to be held by the Town of Sawmills, until the sale is closed, as which time it will be credited to Buyer, or until this Contract is otherwise terminated and it is disbursed to Buyer.

(b) $1,900, the balance of the Purchase Price in cash at closing. **At closing, Buyer agrees to pay for all advertising costs incurred by the Seller during the upset bid process in addition to the Purchase Price offered in Section 2 above.**

3. **CONDITIONS**: All the Standard Provisions INCORPORATED HEREIN shall apply to the Contract, unless expressly modified by Addendum to this instrument.

4. **DURATION OF OFFER**: This Contract shall be effective for sixty (60) days from the date hereof. Following acceptance of this offer and execution by Seller of the Contract, the parties shall remain bound hereby for an additional forty-five (45) days and closing shall occur before the expiration of such period.

5. **CLOSING**: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title at a place designated by **the Seller**.

The Deed is to be made to Gary W. Johnson and will be a **NON-WARRANTY DEED**.

6. **POSSESSION**. Possession shall be delivered **immediately upon closing.**

(Signatures Appear on the Following Page)

This offer shall become a binding Contract when signed by both Buyer and Seller.

Date of Offer: _____	**Date of Seller Execution & Acceptance:** 9/4/26
Buyer: Gary W. Johnson (SEAL)	**Seller:** Town of Sawmills
Address: P.O. Box 404	**By:** Keith Warren
Granite Falls, NC 28630	Keith Warren, Mayor
Phone: 336-757-6210	**Council Resolution Date:** 8/18/26
Email: gary.johnson@ncfbins.com	

Town of Sawmills' Receipt of Bid Deposit:

I hereby acknowledge receipt of the Earnest Money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: 8-4-2026

TOWN OF SAWMILLS

By: Kelly Melton

Kelly Melton, Finance Officer

STANDARD PROVISIONS

1. **DEPOSIT WITH OFFER:** This offer and the deposit sum paid by Buyer is expressly conditioned upon the provisions for upset bidding set forth in the N.C. General Statute 160A-269. In the event this offer is not accepted as a result of a qualifying upset bid being received, the Seller's rejection of any or all offers, the failure to satisfy any of the conditions hereof, or in the event of any breach of this Contract by the Seller, then the deposit shall be returned to Buyer.

In the event this offer is accepted and the Buyer fails to close or otherwise breaches this Contract, then the deposit shall be forfeited, but such forfeiture shall not affect any other remedies available to the Seller for such breach.

2. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing:

(a) Ad valorem taxes on real property due for the next fiscal year period shall be paid by Buyer when closing is held between January 1 and June 30. (reference N.C.G.S. 105-285(d));

(b) Ad valorem taxes on personal property, if any, for the entire year shall be paid by Seller; and

(c) Rents, if any, for the Property shall be prorated to the date of closing.

3. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

4. **SOILS AND ENVIRONMENTAL CONDITIONS:** Buyer and Seller acknowledge that the Property is to be sold in "as is" condition; that no assurances or warranties are given by Seller as to the condition of the site, including any adverse conditions discoverable by soils studies or other subsurface investigations of the Property. Seller and Buyer expressly agree that no environmental studies or investigations have been performed by the Seller incidental to the sale of the Property; and that any such studies or investigations to be performed by the Buyer are the sole responsibility of the Buyer; and that the Buyer expressly releases and discharges the Seller from any and all responsibility and liability resulting from surface, soils, ground water or other contamination of adverse environmental condition of the site, whatsoever.

5. **CONDITIONS:**

(a) The Property must be substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(b) Title will be delivered at closing by **NON-WARRANTY DEED.**

(c) Property is being sold as-is, Buyer beware, and it is the duty if Buyer to research the Property on its own. The information posted on the Town of Sawmills' Real Estate website (notice, property characteristics, structures, pictures, etc.) is for assistance only in the Buyer's research process and cannot and should not be relied upon solely by Buyer.

6. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any charge in connection therewith unless specifically set forth in this Contract.

7. **CLOSING EXPENSES:** Seller agrees to prepare the proper deed. Buyer shall pay for recording the deed and for preparation and recording of all other instruments if any, incidental to closing. **The winning bidder will be responsible for all advertising costs incurred by the Town of Sawmills during the upset bid process.**

8. **EVIDENCE OF TITLE:** Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

9. **ASSIGNMENTS**: This Contract may not be assigned without the written agreement of all parties, but if assigned by agreements, then this Contract shall be binding on the assignee and his heirs and successors.

10. **PARTIES**: This Contract shall be binding upon and shall inure to the benefit of the parties 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.

11. **SURVIVAL**: If any provisions herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

12. **ENTIRE AGREEMENT**: Buyer acknowledges that he has inspected the Property. This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein in writing.

13. **RIGHT OF ENTRY/INDEMNIFICATION**: Upon execution by both parties, Buyer and its employees, agents, contractors, and consultants are granted a Right of Entry over the Property for a period not to exceed forty-five (45) days from the date of this Contract (which is the date of the last signature above). The Right of Entry granted herein is for the purpose of allowing the Buyer, its employees, agents, contractors and consultants to perform site evaluations of the Property, which site evaluations may include the performance of boundary surveys and environmental assessments such as a Phase I Environmental assessment provided there shall be no soil borings or placement or any groundwater monitoring wells associated with any such environmental assessments without the Town of Sawmills' express written permission. Buyer shall provide Seller with reasonable notice before Buyer or any of its employees, agents, contractors and/or consultants enters onto the Property pursuant to this Right of Entry. Such notice shall be delivered by U.S. mail, to the attention of the Town of Sawmills' Manager or his/her designee, at the following address:

Town of Sawmills
4076 US Highway 321-A
Sawmills, NC 28630.

Buyer agrees to defend, indemnify and hold harmless the Town of Sawmills against any and all claims, demands, actions, losses, damages, liabilities, fines and expenses (including reasonable attorneys' fees actually incurred) arising out of, or in any way related to, Buyer or its employees', agents', contractors' and/or consultants' entry onto the Property pursuant to this Right of Entry, including, but not limited to, any and all damages and injuries (including death) to person and property (personal and real) resulting from such entry onto the Property. This indemnification obligation shall survive the expiration of termination of this Contract.

14. **IRAN DIVESTMENT ACT COMPLIANCE**. Seller certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq.

15. **COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION**. Seller certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

16. **NONDISCRIMINATION**. To the extent permitted by North Carolina law, the Seller and Town of Sawmills, for themselves, their agents, officials, directors, officers, members, representatives, employees and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contractor its performance.

The Seller and Town of Sawmills agree to confirm with the provisions and intent of Town of Sawmills Code in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the Town of Sawmills and its residents and may be enforced by an action for specific performance, injunctive relief or any other remedy available at law or equity. This section shall be binding on the successors and permitted assigns of all parties with reference to the subject matter of the Contract.

NORTH CAROLINA
CALDWELL COUNTY

TOWN OF SAWMILLS
ADVERTISEMENT FOR UPSET BIDS

PURSUANT TO the terms and provisions of NCGS 160A-269, the Town of Sawmills received an offer for lands located in Caldwell County, North Carolina, more particularly described as follows:

THAT PROPERTY located at 2520 Sigmon Drive, Granite Falls, NC 28630, containing approximately 0.19720065 acres, being described within Deed Book 2102 Page 506, Caldwell County Registry, and being the same property as described in Exhibit A attached hereto.

WHEREAS, the property is offered for sale "AS IS" in its current condition. The Town of Sawmills makes no warranties, express or implied, as to the title, condition, or fitness for any particular purpose. Prospective bidders are responsible for conducting their own inspections and due diligence at their own expense. Prospective bidders must also assume all risks regarding the property's condition and title defects.

WHEREAS, the Town of Sawmills proposes to accept said offer, which said offer has been accompanied with a deposit of $100.00 which said deposit has been made with the Town of Sawmills. Pursuant to the above referenced statute, the Town of Sawmills is now publishing Notice of said offer.

WHEREAS, the highest qualifying bid will be presented to the Town of Sawmills for final approval during its next regularly scheduled meeting, or during a special meeting called for this purpose. The governing body reserves the right to reject any and all bids if the bid does not meet minimum statutory requirements or it is determined that accepting the bid is not in the public's best interest. If no further bids are received or qualified within the designated timeframes, this upset bid process will close, and the property will be conveyed to the final high bidder by **non-warranty deed**.

All upset bids must be submitted in person or by certified mail to the Municipal Clerk at 4076 US Highway 321-A, Sawmills, NC 28630. The bid must include the bidder's full legal name, mailing address, contact information, and the bid amount, which must be in writing and signed by the bidder. In addition, a deposit equal to 5% of the bid amount must be submitted as well.

The real property which is subject to the offer is that property more particularly described hereinabove.

PLEASE TAKE NOTICE that within ten (10) days of the date of this publication any person may raise the bid price by not less than ten percent (10%) of the first $1,000.00 of the original bid price of $2,000.00 and five percent (5%) of the remainder. If the bid is raised the bidder shall deposit with the Clerk to the Town Council of the City of Sawmills five percent (5%) of the increased bid and the said Clerk shall re-advertise the offer at the increased bid amount. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Town of Sawmills may accept the offer and sell the property to the highest bidder, or may at anytime reject any and all offers including this offer.

This the 18 day of August, 2026.

TOWN OF SAWMILLS

By: Keith Warren
Keith Warren, Mayor

EXHIBIT A

BEGINNING on an iron stake, John Burch's Northeast corner in Eugene J. Sigmon's line, and runs with said Burch's line South 4 deg. 00' East 117 feet to a stake in the center of a new road, said Burch's Southeast corner; thence a new line and with the center of said road South 83 deg. 00' East 100 feet to a stake in the center of said road, a new corner; thence still a new line and parallel to John Burch's line North 4 deg. 00' West 117 feet to an iron stake, a new corner, in Eugene J. Sigmon's line; thence with said line North 83 deg. 00' West 100 feet to the BEGINNING, containing 11,700 square feet, or .26/100 of an acre, more or less.

BEING a part of the property conveyed to Eugene J. Sigmon and wife, Rebecca C. Sigmon, by a deed from Johnson Lee Sigmon and wife, Frances Aline Clontz Sigmon, dated August 1, 1973 and recorded in Book 659 at Page 1282, Caldwell County Registry.

BEING the same property conveyed to Myrtle Holman, unmarried, by a deed from Eugene J. Sigmon, et al, dated January 15, 1974, and recorded in Book 663, Page 714, Caldwell County Registry and also the same property described in the Commissioner's Deed recorded in Book 2102 Page 506, Caldwell County Registry.

Property: 2520 Sigmon Drive, Granite Falls, North Carolina
Parcel ID Number: 08-41-1-16
NCPIN: 2765-78-9472.