

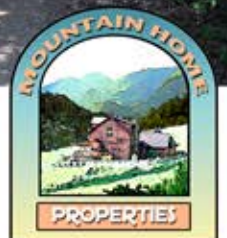
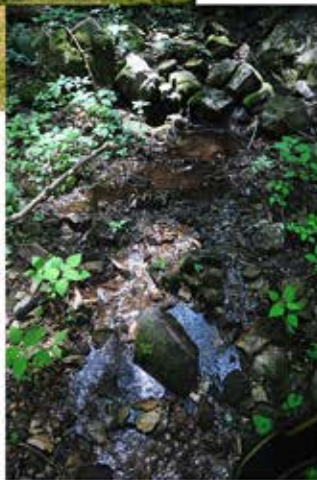
**43 Acre Farm Adjoining National Forest**  
**Minutes to the town of Hot Springs**



**Offered for \$399,500**  
**MLS#3510474**



- 43-acre farm adjoining 7,000+ acres of National Forest
- Gentle, rolling pastures
- 2 BR cottage is solid but needs finishing work, sold "as is"
- Springs, creek, pond
- Woods with trail
- South facing, with sweeping mountain views
- Large barn, plenty of room for gardens & orchard
- Ultimate privacy, but just outside of the town limits of Hot Springs
- Easy paved state road access



**Mountain Home Properties** [www.mountaindream.com](http://www.mountaindream.com)  
**Contact: Steve DuBose - [sdubose@mountaindream.com](mailto:sdubose@mountaindream.com) 828-622-3222**  
**Cindy DuBose - [cdubose@mountaindream.com](mailto:cdubose@mountaindream.com) cell 828-734-9158**

## Residential Property Client Full

**1831 US 25 70 Highway, Hot Springs NC 28743-9667**

MLS#: **3510006**  
 Status: **Active**  
 Subdivision: **none**  
 Zoning Desc:  
 Legal Desc: **PIN# 8850-93-4574**  
 Approx Acres: **43.58**  
 Lot Desc:

Category: **Single Family**  
 Tax Location: **Madison**  
 Tax Value: **\$183,186**

Approx Lot Dim:

Parcel ID **8850-93-4574**  
 County: **Madison**  
 Zoning: **R-A**  
 Deed Ref **398/481**  
 Lot/Unit :

List Price: **\$399,500**

Elevation **2000-2500 ft. Elev.**



### General Information

Type: **1 Story**  
 Style: **Cottage/Bungalow**  
 Construction Type: **Site Built**

### HLA

Main: **945**  
 Upper: **0**  
 Third: **0**  
 Lower: **0**  
 Bsmnt: **0**  
 Above Grade: **945**  
 Total: **945**

### Unheated Sqft

Main: **0**  
 Upper: **0**  
 Third: **0**  
 Lower: **0**  
 Bsmnt: **0**  
 Total: **0**

### School Information

Elem: **Hot Springs**  
 Middle: **Madison**  
 High: **Madison**

### Bldg Information

Beds: **2**  
 Baths: **1/0**  
 Year Built: **1962**  
 New Const: **No**  
 Construct Status:  
 Builder:  
 Model:

### Additional Information

Prop Fin: **Cash, Conventional**  
 Assumable: **No**  
 Ownership: **Seller owned for at least one year**  
 Special Conditions: **None**  
 Road Responsibility: **Privately Maintained Road or Maintenance Agreement**

Recent: **06/05/2019 : NEWS : ->ACT**

### Room Information

| Room Level | Beds | Baths | Room Type                                                 |
|------------|------|-------|-----------------------------------------------------------|
| Main       | 2    | 1/    | Bathroom(s), Bedroom(s), Dining Area, Great Room, Kitchen |

### Features

|                 |                                                                                  |                                  |
|-----------------|----------------------------------------------------------------------------------|----------------------------------|
| Parking:        | <b>Driveway</b>                                                                  | Main Level Garage: <b>No</b>     |
| Driveway:       | <b>Asphalt, Earth, Gravel</b>                                                    |                                  |
| Laundry:        | <b>None</b>                                                                      | Doors/Windows:                   |
| Foundation:     | <b>Block, Crawl Space</b>                                                        | Fixtures Exceptions: <b>No</b>   |
| Fireplaces:     | <b>No</b>                                                                        |                                  |
| Floors:         | <b>Laminate Wood, Wood</b>                                                       |                                  |
| Equip:          | <b>Gas Range/Electric Oven, Refrigerator</b>                                     |                                  |
| Exterior Feat:  | <b>Barn(s), Deck, Hay Shed, Storage Shed/Outbuilding, Tractor Shed, Workshop</b> |                                  |
| Exterior Const: | <b>Wood</b>                                                                      |                                  |
| Porch:          | <b>Back</b>                                                                      | Roof: <b>Composition Shingle</b> |

### Utilities

|        |                                   |                      |                          |
|--------|-----------------------------------|----------------------|--------------------------|
| Sewer: | <b>Septic Installed</b>           | Water: <b>Spring</b> | Wtr Htr: <b>Electric</b> |
| HVAC:  | <b>Ductless/Mini-Split System</b> |                      |                          |

### Association Information

Subject To HOA: **None** Subj to CCRs: **No** HOA Subj Dues:

### Remarks

Public Remarks: **43 acre farm joining National Forest. Gentle, rolling pastures with big views! Springs, creek, pond, and beautiful woods. Very private but close to the town of Hot Springs. 2 BR cottage is solid but needs finishing work- sold "As is". Big, old barn, a pond, easy paved access off of Hwy 25/70.**

Directions: **From Hot Springs, follow 25/70 towards Newport just past Fairview Loop to 1831 on the left**

### Listing Information

|               |                  |              |            |
|---------------|------------------|--------------|------------|
| DOM: <b>2</b> | CDOM: <b>136</b> | Closed Dt:   | Slr Contr: |
| UC Dt:        | DDP-End Date:    | Close Price: | LTC:       |

Prepared By: Jill Warner

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## Residential Property Photo Gallery

MLS: [3510006](#)

1831 US 25 70 Highway, Hot Springs NC 28743-9667

List Price: \$399,500











# French Broad River

7000+ acres of National Forest

National Forest

French Broad  
& Downtown  
Hot Springs







**LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM**Property: **1831 NW US 25 70 Hwy, Hot Springs, NC 28743-9667**Seller: **Ivan Bukolsky**

Buyer: \_\_\_\_\_

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

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

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

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards****Lead Warning Statement**

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

<sup>DS</sup>  
**Seller's Disclosure (initial)**  
*IA 7/6/15*

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

<sup>DS</sup>  
**(b) Records and reports available to the Seller (check one)**  
*IA 7/6/15*

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

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

**Buyer's Acknowledgement (initial)**

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check one below):

☐ Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Page 1 of 2



This form jointly approved by:  
**North Carolina Bar Association**  
**North Carolina Association of REALTORS®, Inc.**

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_



**STANDARD FORM 2A9-T**  
**Revised 7/2015**  
**© 7/2018**

**Agent's Acknowledgement (initial)**

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

**Certification of Accuracy**

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

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

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

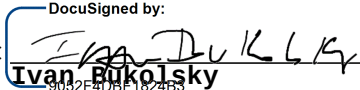
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Seller:  \_\_\_\_\_ Date: 5/18/2019

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: **May 17, 2019**  
**Steve & Cindy DuBose**



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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

## Note to Purchasers

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

Property Address: **1831 NW US 25 70 Hwy, Hot Springs, NC 28743-9667**

Owner's Name(s): **Ivan Bukolsky**

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

DocuSigned by:  
Owner Signature: Ivan Bukolsky Ivan Bukolsky Date 5/18/2019  
9052F4DBF1824B3...  
Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_