

Received 12/17/18



Initial Application Date: 12/13/18

Application # BRES 1812-0019

CU#

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION
Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7625 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

\*A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION\*

LANDOWNER: Judy Lucas Mailing Address: 61 Farmers Ln, Erwin NC Zip: 28339 Contact No: 919 735 6100 Email: NA

APPLICANT: Heavenly Homes Mailing Address: 4629 US Hwy. 70 W Princeton NC Zip: 27569 Contact No: 919-735-4400

CONTACT NAME APPLYING IN OFFICE: Bob Jett Phone # 919-735-4400 ADDRESS: 55 Spencer Leo Ln. Erwin, NC PIN: 0587-79-9984.000 DEED OR OTP: Attached

PROPOSED USE:

SFD: (Size x ) # Bedrooms: # Baths: Basement (w/wo bath): Garage: Deck: Crawl Space: Slab: Monolithic Slab: (Is the bonus room finished? ) yes ( ) no w/ a closet? ( ) yes ( ) no (If yes add in with # bedrooms)

Mod: (Size x ) # Bedrooms: # Baths: Basement (w/wo bath): Garage: Site Built Deck: On Frame Off Frame (Is the second floor finished? ) yes ( ) no Any other site built additions? ( ) yes ( ) no

Manufactured Home: SW DW TW (Size 28 x 68 ) # Bedrooms: 4 Garage: Deck: (site built?) (site built?)

Duplex: (Size x ) No. Buildings: No. Bedrooms Per Unit:

Home Occupation: # Rooms: Use: Hours of Operation: #Employees:

Addition/Accessory/Other: (Size x ) Use: Closets in addition? ( ) yes ( ) no

Water Supply: County Existing Well New Well (# of dwellings using well ) \*Must have operable water before final (Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: New Septic Tank Expansion Relocation Existing Septic Tank County Sewer (Complete Environmental Health Checklist on other side of application if Septic)

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? ( ) yes ( ) no

Does the property contain any easements whether underground or overhead ( ) yes (X) no

Structures (existing or proposed) Single family dwellings: Manufactured Homes: 1 Other (specify):

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Signature of Owner or Owner's Agent Date 12/13/18

It is the owner/applicants responsibility to provide the County with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications. This application expires 6 months from the initial date if permits have not been issued.

APPLICATION CONTINUES ON BACK

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~~This application expires 6 months from the initial date if permits have not been issued.~~

~~This application to be filled out when applying for a septic system inspection.~~

**County Health Department Application for Improvement Permit and/or Authorization to Construct**

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

**Environmental Health New Septic System**

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**

**Environmental Health Existing Tank Inspections**

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then put it back in place. (Unless inspection is for a septic tank in a mobile home park)

~~DO NOT LEAVE LIDS OFF OF SEPTIC TANK~~

~~MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION~~

**SEPTIC**

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted     
  Innovative     
  Conventional     
  Any  
 Alternative     
  Other \_\_\_\_\_

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES     NO    Does the site contain any Jurisdictional Wetlands?  
 YES     NO    Do you plan to have an irrigation system now or in the future?  
 YES     NO    Does or will the building contain any drains? Please explain. \_\_\_\_\_  
 YES     NO    Are there any existing wells, springs, waterlines or Wastewater Systems on this property?  
 YES     NO    Is any wastewater going to be generated on the site other than domestic sewage?  
 YES     NO    Is the site subject to approval by any other Public Agency?  
 YES     NO    Are there any Easements or Right of Ways on this property?  
 YES     NO    Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

~~I have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.~~

strong roots • new growth

strong roots • new growth



Town of Erwin.  
**Zoning Application & Permit**  
 Planning & Inspections Department

Permit #

Rev 5ep1014

Each application should be submitted with an attached plot/site plan with the proposed use/structure showing lot shape, existing and proposed buildings, parking and loading areas, access drives and front, rear, and side yard dimensions.

Name of Applicant	Heavenly Homes	Property Owner	Judy Lucas
Home Address	4629 US Hwy 70	Home Address	61 Farmers Ln
City, State, Zip	Princeton, NC 27899	City, State, Zip	Erwin, NC
Telephone	919-735-4400	Telephone	919-735-6100
Email	robjett@AOL.com	Email	

Address of Proposed Property	55 Spencer Lee Ln, Erwin, NC		
Parcel Identification Number(s) (PIN)	0587-79-9984, 0587	Estimated Project Cost	\$103K
What is the applicant requesting to build / what is the proposed use of the subject property? Be specific.	Install a new double-wide 28x68 (1u) A Home		
Description of any proposed improvements to the building or property			
What was the Previous Use of the subject property?	Vacant		
Does the Property Access DOT road?	Yes		
Number of dwelling/structures on the property already	0	Property/Parcel size	.75
Floodplain SPHA	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Watershed	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Wetlands	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
MUST circle one that applies to property	Existing/Proposed Septic System Or Existing/Proposed County/City Sewer		

**Owner/Applicant Must Read and Sign**

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. Upon issuance of this permit, the undersigning party agrees to conform to all applicable town ordinances, zoning regulations, and the laws of the State of North Carolina regulating such work and to the specifications of plans herein submitted. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

Print Name	Robert Jett	Signature of Owner or Representative	[Signature]	Date	12/13/18
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**For Office Use**

Zoning District	RD
Front Yard Setback	40'
Side Yard Setback	10'
Rear Yard Setback	40'

Existing Nonconforming Uses or Features	
Other Permits Required	Conditional Use <input type="checkbox"/> Building <input type="checkbox"/> Fire Marshal <input checked="" type="checkbox"/> Other <input type="checkbox"/>
Requires Town Zoning Inspection(s)	Foundation <input checked="" type="checkbox"/> Prior to C. of O. <input checked="" type="checkbox"/>
Zoning Permit Status	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>
Fee Paid: \$0	Date Paid: Staff Initials: <input type="text"/>

Comments	New Manufactured (1u) A Home on individual lot
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Signature of Town Representative:	Simon Brubaker	Date Approved/Denied:	12/13/18
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0002/0004

12/13/2018 12:31PM FAX

0004/0022

12/13/2018 4:59PM FAX

APPROVED

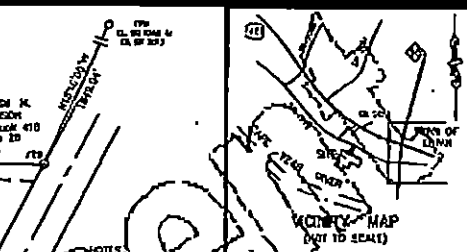
NUMBER OF LOTS CREATED: 30  
TOTAL SUBDIVISION AREA: 1770 AC.  
AREA OF SMALLEST LOT:  
0.68 AC. (24 of 30)

NOTE:  
All interior lot lines will have a 10' utility easement, except for 15' at each side of property lines.

DEED REFERENCE:  
Deed Book 412, Page 356

Surveyed and Platted by  
JOYNER PIEDMONT SURVEYING  
P.O. BOX 1128  
MORRISVILLE, NC 27554

Tract Surveyed Being a Portion of that West Parcel Located in Deed Book 1610, Page 179 of the Morris County Register of Deeds.



- LEGEND:
- 17.....Easement
  - 18.....Easement
  - 19.....Easement
  - 20.....Easement
  - 21.....Easement
  - 22.....Easement
  - 23.....Easement
  - 24.....Easement
  - 25.....Easement
  - 26.....Easement
  - 27.....Easement
  - 28.....Easement
  - 29.....Easement
  - 30.....Easement

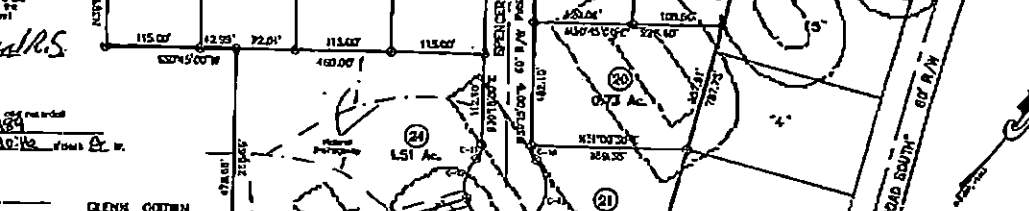
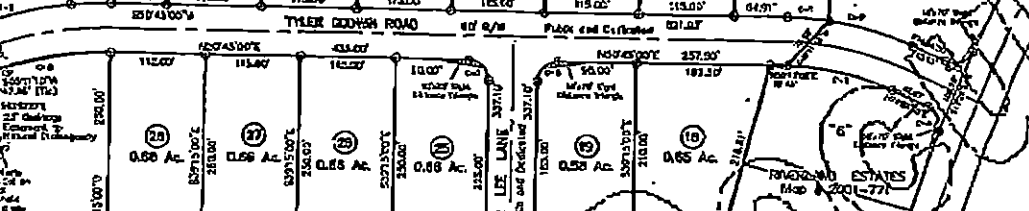
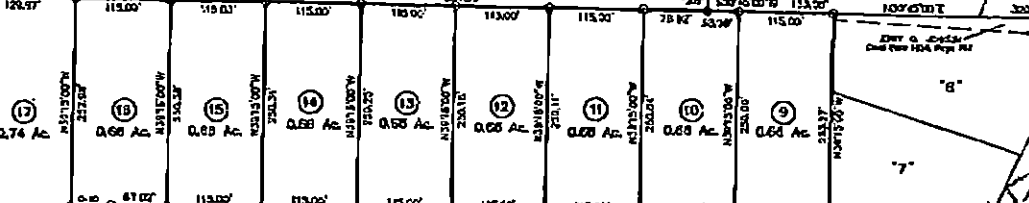
GLENN GODWIN  
JUDY M. LUCAS  
Deed Book 1610  
Page 179  
340 AC. Remaining  
(By Deduction)

Use Allowed  
Controlled  
A = 24/1/27  
B = 24/1/27  
C = 24/1/27  
D = 24/1/27

Not less than 50% of the lot must be used for a primary residence. This subdivision is subject to the provisions of the Morris County Zoning Ordinance, which may be amended from time to time. The Morris County Board of Commissioners is authorized to amend the Zoning Ordinance and to change the zoning classification of any lot in this subdivision.

NORTH CAROLINA  
HARNETT COUNTY  
This plat was prepared for registration and recording in the office of the Register of Deeds on this day of October, 2002.

REGISTERED BY  
Sharon H. Tinn  
Register of Deeds



NOTES:  
This property does not appear to be covered by any other deed or other instrument.  
All measurements shown are distances ground measurements unless otherwise noted.  
All measurements are to be taken from the center of all corners unless otherwise indicated.  
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All measurements are to be taken from the center of all corners unless otherwise indicated.

State of North Carolina  
County of Harnett  
I, Christina L. Walker, Register of Deeds of Harnett County, do hereby certify that this plat of land is a true and correct copy of the original as recorded in the office of the Register of Deeds.

CLASS	RADIUS	LENGTH	CURVATURE	CHORD	STANDARD	DELTA
C-1	30.00	30.00	2.50	30.00	654.7017	60.0000
C-2	30.00	45.00	3.75	30.00	1047.0175	90.0000
C-3	30.00	60.00	5.00	30.00	1449.3343	120.0000
C-4	30.00	75.00	6.25	30.00	1851.6511	150.0000
C-5	30.00	90.00	7.50	30.00	2253.9679	180.0000
C-6	30.00	105.00	8.75	30.00	2656.2847	210.0000
C-7	30.00	120.00	10.00	30.00	3058.6015	240.0000
C-8	30.00	135.00	11.25	30.00	3460.9183	270.0000
C-9	30.00	150.00	12.50	30.00	3863.2351	300.0000
C-10	30.00	165.00	13.75	30.00	4265.5519	330.0000
C-11	30.00	180.00	15.00	30.00	4667.8687	360.0000
C-12	30.00	195.00	16.25	30.00	5070.1855	390.0000
C-13	30.00	210.00	17.50	30.00	5472.5023	420.0000
C-14	30.00	225.00	18.75	30.00	5874.8191	450.0000
C-15	30.00	240.00	20.00	30.00	6277.1359	480.0000
C-16	30.00	255.00	21.25	30.00	6679.4527	510.0000

DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
PROJECT NUMBER: 04-100  
CONSTRUCTION STANDARD SPECIFICATIONS  
APPROVED BY  
R.R. Smith, Jr.  
October 10, 2002

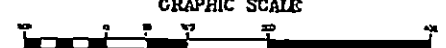
### RIVERLAND ESTATES

(RESIDENTIAL HOME SITE)  
PHASE II  
PROPERTY OF:

GLENN GODWIN and JUDY M. LUCAS  
Route 1, Box 97, Erwin, NC 28538

GROVE TWP., HARNETT CO., N.C.  
SURVEY BY: JOYNER PIEDMONT SURVEYING  
P.O. Box 115, Erwin, NC 28534  
Phone (910) 622-2511

SEPTEMBER 9, 2002  
GRAPHIC SCALE



(1 IN THIS) = 100 FT.

ZONED: RA Parcel ID #: 07-0588-0140  
REVISION: SEPTEMBER 30, 2002

Surveyed by  
J. Scott Walker, P.L.S.  
1115  
6334 Piedmont Road  
Greenville, NC 27631  
5756 (910) 627-2720



map#2003-989

12/13/2018 4:57PM FAX 0022/0022

# **HEAVENLY HOMES**

**919-735-4400. 919-735-4494 fax**

**T0: Harnett County/Central permitting (fax 910-893-2793)**

**FM: Bob Jett**

**Date: December 13, 2018**

**Sub: Septic permit/55 Spencer Lee rd, Erwin**

**Behind this Fax cover page you will find the following documents. Call should you have questions. Also, I want to pay via a credit card,**

- 1. Land use app**
- 2. Zoning permit from town of Erwin**
- 3. Offer to purchase**
- 4. Site plan**
- 5. Survey map**
- 6. Deed**

**21 pages including cover**

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
(Consult "Guidelines" (Form 12G) for guidance in completing this form)

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Seller": Judy Lucas
- (b) "Buyer": Heavenly Homes LLC
- (c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

**NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 55 Spencer Lee Ln  
 City: Erwin Zip: 28339  
 County: Harnett, North Carolina

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

Legal Description: (Complete ALL applicable)  
 Plat Reference: Lot/Unit 20, Block/Section Phase II, Subdivision/Condominium RiverLand  
 as shown on Plat Book/Slide 2003 at Page(s) 989  
 The PIN/PID or other identification number of the Property is: 070588 0140 20  
 Other description: 17H20 RIVERLAND 5555 II MAR2003-989  
 Some or all of the Property may be described in Deed Book 3094 at Page 159

(d) "Purchase Price":  
 \$ 16,500.00  
 \$ \_\_\_\_\_  
 \$ 500.00  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ 16,000.00

paid in U.S. Dollars upon the following terms:  
**BY DUE DILIGENCE FEE** made payable and delivered to Seller by the Effective Date.  
**BY INITIAL EARNEST MONEY DEPOSIT** made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
**BY (ADDITIONAL) EARNEST MONEY DEPOSIT** made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on \_\_\_\_\_, **TIME BEING OF THE ESSENCE.**  
**BY ASSUMPTION** of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
**BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
**BALANCE** of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



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



**STANDARD FORM 12-T**  
 Revised 7/2018  
 © 7/2018

Buyer Initials HEG Seller Initials JML

This form was last published 04/17/2018. Produced with MyForm9 by MyLegal 18070 E 121st Ave, Suite 100, Brighton, CO 80150 www.MyLegal.com

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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 Contract by Buyer, the Earnest Money Deposit 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 Paragraphs 2(a) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract 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 Deposit 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. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): House Law Office

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit 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 ("Attorney") is holding the Earnest Money Deposit, 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.

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

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(a) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on January 10, 2019 **TIME BEING OF THE ESSENCE.**

Page 2 of 11

STANDARD FORM 12-C

Revised 7/2019

© 7/2019

X Buyer Initials EQ Seller Initials J.M.C.

Produced with eForms by eForms 16070 Plaza Hill Road, Foster, Michigan 48024 [www.eforms.com](http://www.eforms.com)

Heavenly Homes

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on January 25, 2019 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recording in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": 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 proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 3(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

## 2. BUYER'S DUE DILIGENCE PROCESS:

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(n) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

Buyer Initials RJ Seller Initials JMK



- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's Intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's Intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's Intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's Intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**3. BUYER REPRESENTATIONS:**

(a) **Loans:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  Conventional  Other: Cash/Certified Check loan of a

X Buyer Initials EQ Seller Initials JMK

Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

**NOTE:** If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) Other Property: Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

**NOTE:** If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

**4. BUYER OBLIGATIONS:**

(a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(b) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to:  
(i) any loan obtained by Buyer, including charges by an owners' association and/or management company as agent of an owners' association for providing information required by Buyer's lender;  
(ii) 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, such as "move-in fees";  
(iii) determining restrictive covenant compliance;  
(iv) appraisal;  
(v) title search;  
(vi) title insurance;  
(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;  
(viii) recording the deed; and  
(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**5. SELLER REPRESENTATIONS:**

(a) Ownership: Seller represents that Seller:  
 has owned the Property for at least one year.  
 has owned the Property for less than one year.  
 does not yet own the Property.

(b) Assessments: To the best of Seller's knowledge there  are  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and

X Buyer Initials EQ Seller Initials SMZ

Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) Sewage System Permit: ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) Private Drinking Water Well Permit: ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: 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; (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, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.**

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

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

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

(g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

\* Buyer Initials EG Seller Initials SM

the Property, except ad valorem taxes for the current year (prompted through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(j) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Heavenly Homes LLC

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any PHAVA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

**7. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental services fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

**8. CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

**9. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does

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X Buyer Initials

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Heavenly Homes

NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**10. DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

**11. POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

**12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.**

- |   |   |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt From Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)    | <input type="checkbox"/> Seller Financing Addendum (Form 2AS-T)   |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)        |   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)        |   |
- Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.**

**13. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

**14. 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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**15. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

**16. SURVIVAL:** If any provision 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.

**17. ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

**18. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or

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Buyer Initials EG Seller Initials GMD

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communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purpose of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

**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.**

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: <u>12/12/18</u>	Date: <u>12-12-18</u>
Buyer: <u>Robert Jett</u> <u>Heavenly Homes LLC</u>	Seller: <u>Judy Lucas</u> <u>Judy Lucas</u>
Date: _____	Date: _____
Buyer: _____	Seller: _____
Entity Buyer: <input checked="" type="checkbox"/> <u>Heavenly Homes LLC</u> (Name of LLC/Corporation/Partnership/Trust/etc.)	Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/etc.)
By: <u>Robert Jett</u>	By: _____
Name: <u>Robert Jett</u>	Name: _____
Title: <u>Owner/Member</u>	Title: _____
Date: <u>12/12/18</u>	Date: _____

**WIRE FRAUD WARNING**

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

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

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

**NOTICE INFORMATION**

**NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.**

**BUYER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

Buyer Fax#: 919-735-4494

Buyer E-mail: buyhagw@vhomeaa@gmail.com

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**CONFIRMATION OF AGENCY/NOTICE ADDRESSES**

Selling Firm Name: HomeTowne Realty 4042 Cleveland  
 Acting as  Buyer's Agent  Seller's (sub) Agent  Dual Agent  
 Firm License #: C26390  
 Mailing Address: 201 Glen Road, Garner, NC 27529

Listing Firm Name: Ann Gurkin Realty INC  
 Acting as  Seller's Agent  Dual Agent  
 Firm License #: C7317  
 Mailing Address: 10385 Ramsey Street, Linden, NC 28356

Individual Selling Agent: Edward Steven Carlton  
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent: Lucas Jackson  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 302981

Listing Agent License #: 208675

Selling Agent Phone#: (819) 987-0910

Listing Agent Phone#: (910) 897-2461

Selling Agent Fax#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: zerltonce@estate@mail.com

Listing Agent E-mail: lucascjackson@yahoo.com

X Buyer Initials eg Seller Initials gmd

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Judy Lucas ("Seller")
Buyer: Heavenly Homes LLC ("Buyer")
Property Address: 25 Spencer Lee Ln, Erwin, NC 28339 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(f) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0, receipt of which Listing Agent hereby acknowledges.

Date: NA Firm: Ann Gurkin Realty INC
By: NA (Signature)
Lucretia Jackson (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(f) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0, receipt of which Seller hereby acknowledges.

Date: NA Seller: NA (Signature)
Judy Lucas (Print name)
Date: \_\_\_\_\_ Seller: \_\_\_\_\_ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(g) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500, Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: Rouse Law Office
By: \_\_\_\_\_ (Signature)
(Print name)

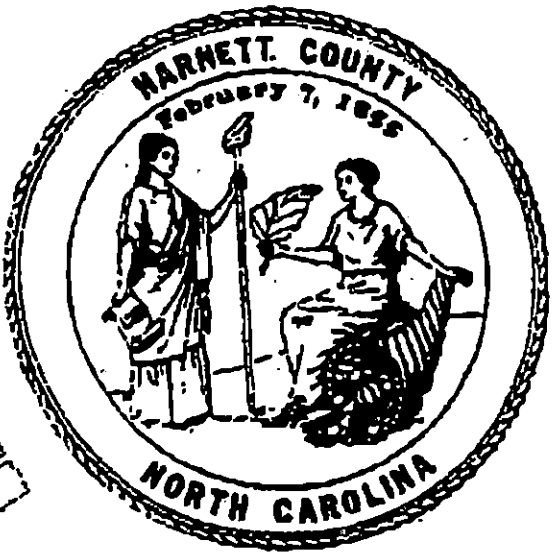
ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(g) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_, Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: NA Firm: Rouse Law Office
Time: \_\_\_\_\_ AM PM By: NA (Signature)
(Print name)



UNOFFICIAL



KIMBERLY S. HARGROVE  
REGISTER OF DEEDS, HARNETT  
305 W CORNELIUS HARNETT BLVD  
SUITE 200  
LILLINGTON, NC 27546



Filed For Registration: 10/17/2003 10:16:55 AM

Book: PLAT 2803 Page: 988-990

Document No.: 2003021548

MAP 2 PGS \$21.00

Recorder: SHARON K FURR

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE, REGISTER OF DEEDS

By: Sharon K. Furr  
Deputy/Assistant Register of Deeds

**DO NOT DISCARD**



2003021548

UNOFFICIAL DOCUMENT

UNRECORDED

HARNETT COUNTY TAX ID#

09-0588-0140-28

auto

3-11-13 BY SB

FOR REGISTRATION  
Kimberly S. Hargrave  
REGISTER OF DEEDS  
Harnett County, NC  
2013 MAR 12 12:13:37  
BK:3094 PG:158-162  
FEE:\$28.00  
INSTRUMENT # 2013004095

TWESTER



\*\*\*NO TITLE SEARCH REQUESTED OR PERFORMED\*\*\*

Prepared by: Rebecca J. Davidson, Attorney at Law, P. O. Box 69, Lillington, NC 27546

NORTH CAROLINA,

HARNETT COUNTY.

DEED

THIS DEED is made and entered into this 18 day of February, 2013, by and between RILLA GODWIN, unmarried, 4187 Old Stage Road South, Erwin, NC 28339, grantor, and JUDY LUCAS, unmarried, 61 Farmer's Lane, Erwin, NC 28339, grantee;

WITNESSETH:

WHEREAS, grantor and grantee are the owners as tenants in common of certain tracts of land situate in Harnett County, North Carolina, each holding a one-half undivided interest therein, and

WHEREAS, grantor and grantee have agreed upon a division of certain of the lands owned by them as tenants in common so that each holds certain tracts in fee, and

WHEREAS, among the lands grantor and grantee own as tenants in common are the tracts described on Exhibit A attached hereto and incorporated by reference herein, and

WHEREAS, grantee desires to own the lands described on Exhibit A in fee and grantor has agreed to convey her interest in said lands to grantee;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to her in hand paid by the grantee, the receipt of which is hereby acknowledged, the said grantor has bargained and sold and by these presents does hereby give, grant, bargain, sell and convey unto the grantee, her heirs and assigns, her one-half (1/2) undivided interest in those certain tracts or parcels of land situate and being in Grove Township, Harnett County, North Carolina, and described on Exhibit A which is attached hereto and by reference incorporated in and made a part hereof.

TO HAVE AND TO HOLD said one-half (1/2) undivided interest in said lands and premises, together with all privileges and appurtenances thereunto belonging, unto the grantee, her heirs and assigns, to their only use and behoof forever.

And the grantor, for herself, her heirs, executors and administrators, covenants with the grantee, her heirs and assigns, that she is seized of said one-half (1/2) undivided interest in said premises in fee and has the right to convey the same in fee simple, that the same are free and clear from all encumbrances except as forth herein, and that she does hereby forever warrant and will forever defend the title to the same against the claims of all persons whomsoever, SUBJECT TO THE FOLLOWING EXCEPTIONS: Easements, reservations, encumbrances, covenants, restrictions and rights of way of record, including BUT NOT LIMITED TO, 1) the restrictive covenants recorded in Deed Book 2066, at Page 517; Deed Book 2488, at Page 381, and Deed Book 3093, at Page 53; the 60 ft. right-of-way of Tyler Godwin Road; 60 foot right-of-

way of Spencer Lee Lane; turnaround easement at the termination of Tyler Godwin Road as shown on plat recorded as Map No. 2003-989; 20 foot drainage easements shown on maps recorded as Map No. 2001-771 and Map No. 2003-989; and other matters shown on the Map No. 2001-771 and Map No. 2003-989, Harnett County Registry; 2) 2012 *ad valorem* taxes; and 3) 2013 *ad valorem* taxes.

IN WITNESS WHEREOF, the grantor has hereunto set her hand and seal the day and year first above written.

Rilla Godwin (SEAL)  
Rilla Godwin

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: RILLA GODWIN, unmarried.

Date: 2/18/13

Karen M. Byrd  
Official Signature of Notary Public

OFFICIAL SEAL

Karen M. Byrd  
Notary's printed or typed name, Notary Public

My Commission Expires: 4/12/2013

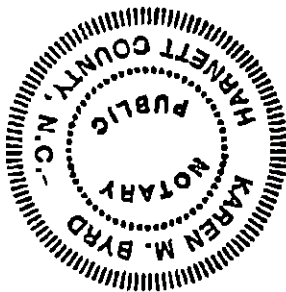


EXHIBIT A  
ATTACHED TO DEED FROM RILLA GODWIN TO JUDY LUCAS

Being all of Lots 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 23, 24, 25, 26, 27 and 28, Riverland Estates, Phase II, as shown on plat entitled "Riverland Estates, Phase II," dated September 9, 2002, and recorded as Map # 2003-989, Harnett County Registry, to which plat reference is hereby made for a more particular description thereof.

Said lots are conveyed subject to easements, reservations, encumbrances, covenants, restrictions and rights of way of record, including but not limited to restrictive covenants recorded in Deed Book 2066, at Page 517; Deed Book 2488, at Page 381, and Deed Book 3043, at Page 53; the 60 ft. right-of-way of Tyler Godwin Road; the 60 foot right-of-way of Spencer Lee Lane; the turnaround easement at the termination of Tyler Godwin Road as shown on plat recorded as Map No. 2003-989; the 20 foot drainage easements shown on maps recorded as Map No. 2001-771 and Map No. 2003-989; other matters shown on Map No. 2001-771 and Map No. 2003-989, Harnett County Registry; and such matters as would be shown by a current survey of the property.