

Initial Application Date: 1/11/08

Application # 0850019174

CU \_\_\_\_\_

**COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION**

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: James Lyman Hayter Mailing Address: 351 Mallard Road  
City: Sanford State: NC Zip: 27332 Home #: (919) 499-5859 Contact #: (919) 775-8000 Alexander Cox

APPLICANT: Sam and Sandra Wornom Mailing Address: PO Box 1248  
City: Sanford State: NC Zip: 27331 Home #: (919) 776-7006 Contact #: (919) 777-8820

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: William U. Wornom / Alexander Cox Phone #: (919) 775-9285 / 775-8000

PROPERTY LOCATION: Subdivision: Buffalo Lake Lot #: 244 Lot Size: .36 acres per survey  
State Road #: 1115 State Road Name: Buffalo Lake Map Book & Page: 443, 130

PEN Parcel: 9586-50-7851.000 Parcel PIN: 03958612D134  
Zoning: R120R Flood Zone: none Watershed: N/A Deed Book & Page: OTP Power Company: Central Electric

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Go 27 WEST - Turn Left onto Buffalo Lake Road - Turn Left onto Mallard Road in Buffalo Lake Sub'd - Home # 351 on the left.

PROPOSED USE: (Include Bonus room as a bedroom if it has a closet) Circle:  
 SFD (Size 55.28 6.35) # Bedrooms 3 # Baths 4.5 Basement (w/wo bath) 1 Garage N/A Deck 1 Crawl Space / Slab  
 Mod (Size x) # Bedrooms     # Baths     Basement (w/wo bath)     Garage     Site Built Deck     ON Frame / OFF  
 Manufactured Home: SW DW TW (Size x) # Bedrooms     Garage     (site built?)     Deck     (site built?)      
 Duplex (Size x) No. Buildings     No. Bedrooms/Unit      
 Home Occupation # Rooms     Use     Hours of Operation:     #Employees      
 Addition/Accessory/Other (Size x) Use     Closets in addition ( )yes ( )no

Water Supply:  County ( ) Well (No. dwellings 1) **MUST** have operable water before final  
Sewage Supply:  New Septic Tank (Complete New Tank Checklist)  Existing Septic Tank ( ) County Sewer

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? ( )YES (X)NO  
Structures (existing or proposed): Single family dwellings 1/prop Manufactured Homes     Other (specify)    

Comments: \_\_\_\_\_

Required Residential Property Line Setbacks:

Front	Minimum <u>35 ft</u>	Actual <u>42'</u>
Rear	<u>25 ft</u>	<u>62'</u>
Closest Side	<u>10 ft</u>	<u>10'</u>
Sidestreet/corner lot	<u>20 ft</u>	<u>   </u>
Nearest Building on same lot	<u>6 ft</u>	<u>   </u>

1) All decks and porches are included in the dimensions of proposed dwelling  
2) Owner desires new septic system (conventional)  
demolish existing & rebuild

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.

Samuel J. Wornom  
Signature of Owner or Owner's Agent

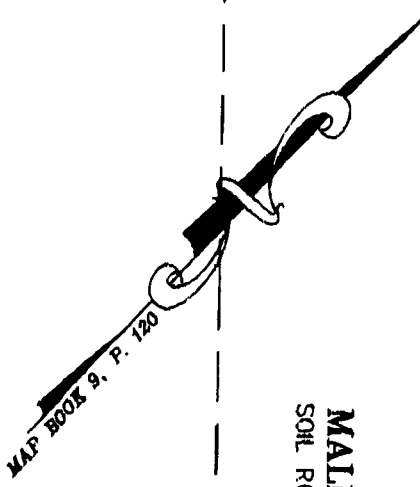
1/11/08  
Date

\*\*This application expires 6 months from the initial date if no permits have been issued\*\*

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION  
Please use Blue or Black Ink ONLY

NOTE:  
 AC. CAL. BY COMPUTER  
 WATER.....PUBLIC  
 SEWER.....SEPTIC TANK  
 MIN. BUILDING SETBACK LINES  
 35' FRONT  
 25' BACK  
 10' SIDE

LEGEND  
 CL - CENTERLINE  
 ECM - EXISTING CONCRETE MONUMENT  
 EIP - EXISTING IRON PIPE  
 ERRS - EXISTING RAILROAD SPIKE  
 ESI - EXISTING SOLID IRON  
 SIS - SOLID IRON SET  
 SRRS - SET RAILROAD SPIKE  
 T.D. TOTAL DISTANCE  
 E.G. - EXISTING GROUND  
 WM - WATER METER  
 PB - POWER BOX

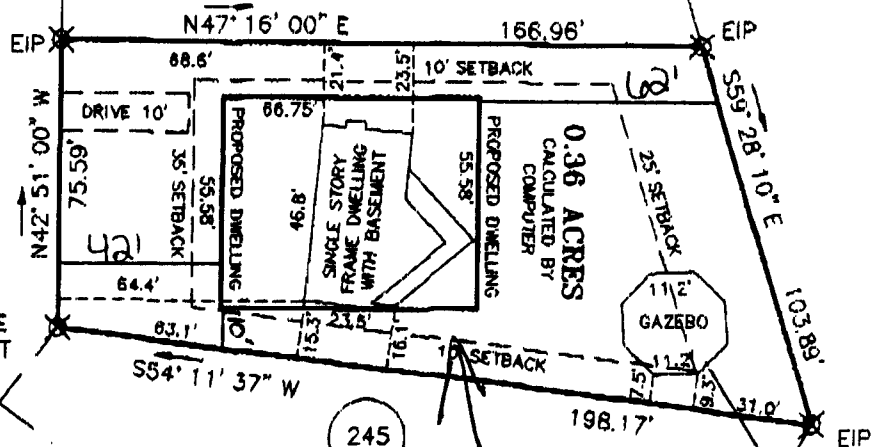


MAP BOOK 9, P. 120

MALLARD RD  
 SOIL ROAD 60' R/W

BUFFALO LAKE  
 EDGE OF LAKE

CHARLES ROBERT YOW, JR.  
 AND WIFE  
 WANDA Y. YOW  
 DB 2413 P. 358



CITE PLANNING APPROVAL  
 DISTRICT #BEDROOMS  
 ZONING ADMINISTRATOR

ROY MARKHAM STEWART  
 AND WIFE  
 RUTH B. STEWART  
 DB 1054 P. 811

*demolish existing & rebuild*  
*to be removed*

GRAPHIC SCALE



( IN FEET )  
 1 inch = 50 ft

REFERENCE:

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

I further certify that the property is not located in a special flood hazard area as determined by the Dept. of Housing and

OWNER NAME: Sam and Sandra Wornom

APPLICATION #: 0850019174

**\*This application to be filled out only when applying for a new septic system.\***

**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)

**DEVELOPMENT INFORMATION**

- New single family residence \*
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

*\*New owner plans to demolish existing home and gazebo to construct new single family residence.*

**WATER SUPPLY**

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes     no     unknown

**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
- Alternative                       Other \_\_\_\_\_
- Conventional                       Any

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    Does the site contain any existing Wastewater Systems?
- 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? *\* building permits*
- 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.**

*Sam and Sandra Wornom*  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

1/11/08  
DATE

**Harnett County Central Permitting Department**

PO Box 65, Lillington, NC 27546  
910-893-7525

*Notification*

*Conf#* \_\_\_\_\_

**Environmental Health New Septic Systems Test**  
**Environmental Health Code 800**

*#1 #1*

- Place "property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- 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. *No grading of property should be done.*
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for permits.

**Environmental Health Existing Tank Inspections**  
**Environmental Health Code 800**

- Place Environmental Health "orange" card in location that is easily viewed from road. Follow above instructions for placing flags on property.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

**Health and Sanitation Inspections**

- After submitting plans for food and lodging to Central Permitting, please allow approximately 7-10 working days for plan status. Use Click2Gov or IVR to hear results.
- Once all plans are approved, proceed to Central Permitting for remaining permits.

**Fire Marshal Inspections**

- After submitting plans for Fire Marshal review to Central Permitting, please allow approximately 7-10 working days for approval. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- Fire Marshal's letter must be placed on job site until work is completed.

**Public Utilities**

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

**Building Inspections**

- After submitting plans for Building Inspections, please allow approximately 3 working days for review. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to scheduling final inspection.
- Use Click2Gov or IVR to hear results.

**E911 Addressing**

- **Addressing Confirmation Code 814**
- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7525 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation. Check Click2Gov for results and address.

• **Inspection results can be viewed online at <http://www.harnett.org/services-213.asp> then select Click2Gov**

Applicant/Owner Signature *WACox*

Date *1-11-2008*

OFFER TO PURCHASE AND CONTRACT

Samuel J. Wornom III or Assignee

hereby offers to purchase and James L. Hayter as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: located in the City of Sanford mailing address, County of Haywood, State of North Carolina, being known as and more particularly described as: Street Address 351 Mallard Rd, Zip 27332

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown. Legal Description: Buffalo Lakes Subd. Lot 244 Map # 6

(X) All ( ) A portion of the property in Deed Reference: Book 443, Page No. 130, Reg of Deeds Haywood County. NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision. if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. FIXTURES: The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property, EXCEPT any such items leased by the Seller and the following items: None

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: Appliances

4. PURCHASE PRICE: The purchase price is \$ 365,000.00 and shall be paid in U.S. Dollars. 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 good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows: \$ 5,000.00

(a) \$ 5,000.00, EARNEST MONEY DEPOSIT with this offer by ( ) cash (X) personal check ( ) bank check ( ) certified check ( ) other: to be deposited and held in escrow by Check Associates ("Escrow Agent") until the sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies 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, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money 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 said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.



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



STANDARD FORM 2-T Revised 7/2007 © 7/2007

Buyer initials [Signature] Seller initials [Signature]

7. OTHER CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single Family Residence purposes.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.  
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): None Known

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. 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 shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$200 per year. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the following:  Buyer may obtain a one-year home warranty at a cost not to exceed \$ N/A and Seller agrees to pay for it at Closing.  Seller has obtained and will provide a one-year home warranty from N/A at a cost of \$ N/A and will pay for it at Closing.

12. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

Buyer initials X [Signature] Seller initials X [Signature]

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ N/A. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

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

**ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)**

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on \_\_\_\_\_, 20\_\_\_\_, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

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

17. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

Buyer initials X [Signature] Seller initials X [Signature]

24. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. **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.

26. **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.

27. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. **COMPUTATION OF DAYS:** 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 purposes 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.

Buyer  has  has not made an on-site personal examination of the Property prior to the making of this offer.

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

Date: 12-19-2007  
Buyer: [Signature] (SEAL)

Date: 12-19-2007  
Seller: X James Z Hayles (SEAL)

Date: \_\_\_\_\_  
Buyer \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_  
Seller \_\_\_\_\_ (SEAL)

NOTE: INSERT THE 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:**

**SELLER NOTICE ADDRESS:**

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

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

Buyer Fax#: \_\_\_\_\_

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

Buyer E-mail Address: \_\_\_\_\_

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