

4-3-09

Initial Application Date: 7/24/06

Application # 0650015432R

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Teal Brown Mailing Address: 2927 Hillman Grove Rd  
City: Cameron State: NC Zip: 28320 Phone #:

APPLICANT: Antonia Baker Mailing Address: 2453 Jackson King Rd  
City: Wilder Springs State: N.C. Zip: 27592 Phone #: 919-285-9604

PROPERTY LOCATION: SR #: 1258 SR Name: Joe Collins Rd

Parcel: 13 0630 076 02 PIN: 0631-40-3203.000

Zoning: RA30 Subdivision: Teal Brown OTP Lot #: 1 Lot Size: 4.57 AC

Flood Plain: X Panel: 80 Watershed: NA Deed Book/Page: 11031/898 Plat Book/Page: 2006/13

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 421 Toward Sanford Approx. 3 miles past  
Public home park, take right on Joe Collins Rd., Go approx. 1 mile  
take right just after Michelle Ponds on right.

PROPOSED USE: 30 x 60 3 2  
 SFD (Size 30 x 60) # Bedrooms 3 # Baths 2 Basement (w/wo bath)  Garage  Deck  Crawl Space / Slab

Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_

Manufactured Home (Size 30 x 60) # of Bedrooms 3 Garage  Deck Yes 4x5s

Number of persons per household 4 2

Business Sq. Ft. Retail Space \_\_\_\_\_ Type \_\_\_\_\_

Industry Sq. Ft. \_\_\_\_\_ Type \_\_\_\_\_

Church Seating Capacity \_\_\_\_\_ Kitchen \_\_\_\_\_

Home Occupation (Size \_\_\_\_\_ x \_\_\_\_\_) # Rooms \_\_\_\_\_ Use \_\_\_\_\_

Additional Information: \_\_\_\_\_

Accessory Building (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_

Addition to Existing Building (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_

Other \_\_\_\_\_

Additional Information: \_\_\_\_\_

Water Supply:  County  Well (No. dwellings \_\_\_\_\_)  Other \_\_\_\_\_ Environmental Health Site Visit Date: \_\_\_\_\_

Sewage Supply:  New Septic Tank  Existing Septic Tank  County Sewer  Other \_\_\_\_\_

Erosion & Sedimentation Control Plan Required? YES  NO

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  NO

Structures on this tract of land: Single family dwellings  Proposed SFD Manufactured homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Required Residential Property Line Setbacks:

4-3-09 DA by EH Rev  
submittal. VCB

	Minimum	Actual
Front	35	70
Rear	25	460
Side	10	45
Corner	20	0
Nearest Building	10	0

(27 from water)

Conf # 098878

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

ARB  
Signature of Owner or Owner's Agent

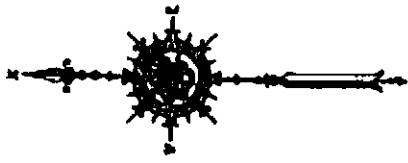
7-24-06  
Date

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE APPLICATION

Please use Blue or Black Ink ONLY

REFERENCE: MAP # 2006 PG 13

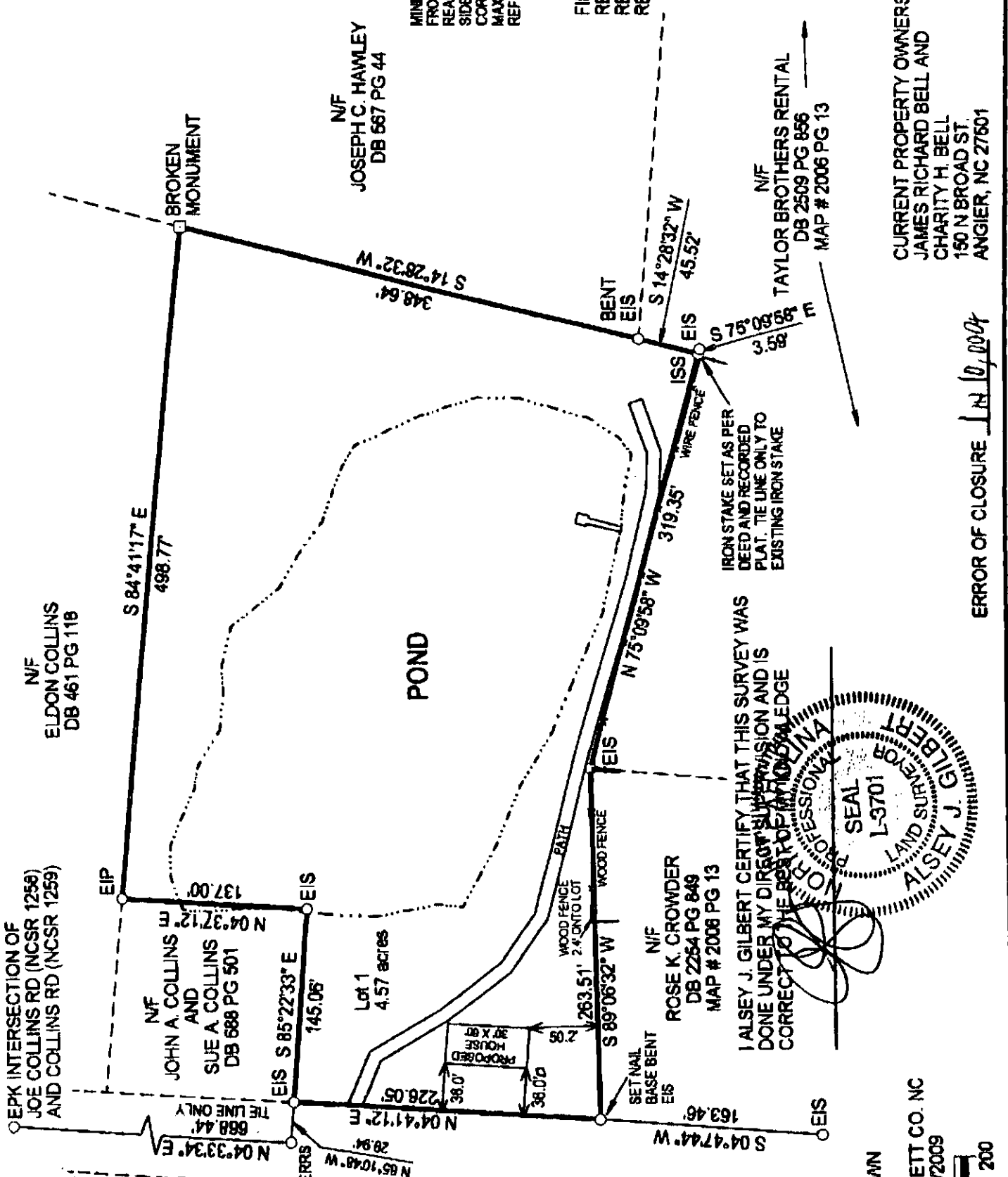


MINIMUM BUILDING SETBACKS  
 FRONT YARD 30'  
 REAR YARD 25'  
 SIDE YARD 10'  
 CORNER LOT SIDE YARD 20'  
 MAXIMUM HEIGHT 30'  
 REF. MAP # 2006 PG 13

FILE NAME PHARNETTLOTTI  
 REF. DB Z277 PG 789  
 REF. MAP # 2006 PG 13  
 REF. MB 17 PG 16



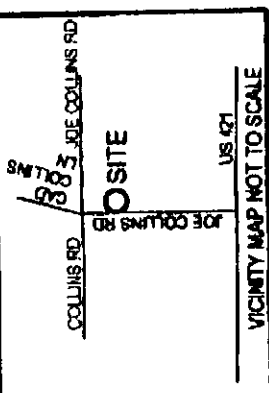
ALBEY J. GILBERT PL8  
 112 NORTH CHURCH ST.  
 CLAYTON NC 27602  
 PHONE 818-883-0104  
 FAX 818-883-3888



CURRENT PROPERTY OWNERS:  
 JAMES RICHARD BELL AND  
 CHARITY H. BELL  
 150 N BROAD ST.  
 ANGIER, NC 27601

ERROR OF CLOSURE  $\frac{1}{10,000}$

I ALSEY J. GILBERT CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE



LEGEND:  
 EIP... EXISTING IRON PIPE  
 IPS... IRON PIPE SET  
 EIS... EXISTING IRON STAKE  
 ISS... IRON STAKE SET  
 RW... RIGHT OF WAY  
 PK... PARKER MALLON MAIL  
 SCM... EXISTING CONC. MONUMENT  
 CMB... CONCRETE MONUMENT SET  
 AREA BY COORDINATE METHOD  
 TITLE BY LAWYER  
 PROPERTY SUBJECT TO EASEMENT OF RECORD

JOE COLLINS RD  
 (NCSR 1258)  
 60' PUBLIC R/W

SURVEY FOR:  
**TONY BAKER**  
 SURVEY OF: LOT 1 TED D. BROWN  
 MAP # 2006 PG 13  
 UPPER LITTLE RIVER TWP. HARNETT CO. NC  
 SCALE 1"=100' DATE 3/20/2009



# 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 (Form 2-T) with the New Construction Addendum (Form 2A3-T).

ANTONIO BAKER, as Buyer,  
BELL, as Seller,  
hereby offers to purchase and upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in HARNETT County, State of North Carolina, being known as and more particularly described as:

Address: Street 0 JOE COLLINS RD  
City: WILLINGTON Zip 27546

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

Legal Description: LOT 1 TED D BRPWM  
Subdivision Name: NA  
Plat Reference: Lot          Block or Section          as shown on  
Plat Book or Slide 02277 at Page(s) 0789 (Property acquired by Seller in Deed Book          at Page         ).

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 2A (2-T)) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is \$ 40,000.00 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:

(a) \$ 500.00 EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  
 certified check  other: Credit Union Bank Triangle South to be deposited and held in escrow by Thomas Southland ("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.

Buyer initials ABL Seller initials JRB CB



STANDARD FORM 12-T  
Revised 7/2008  
© 7/2008

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER 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.

- (b) \$ \_\_\_\_\_, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than \_\_\_\_\_, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ \_\_\_\_\_, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ \_\_\_\_\_, 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.
- (e) \$ \_\_\_\_\_, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 39,500.00, BALANCE of the purchase price in cash at Closing.

3. LOAN CONDITION:

(a) Loan. Buyer's performance is contingent upon Buyer's ability to obtain a  Conventional  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of \$39,500.00 for a term of 30 year(s), at an initial interest rate not to exceed 7.000 % per annum, with mortgage loan discount points not to exceed 2.000 % and with loan origination fee not to exceed 2.000 % of the loan amount ("Loan").

(b) Loan Obligations: The Buyer agrees to:

(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 30 days after the Effective Date;

(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. Buyer further agrees to:

(iii) Pursue qualification for and approval of the Loan diligently and in good faith;

(iv) Continually and promptly provide requested documentation to lender.

(c) Buyer's Right to Terminate: If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within 10 days after the Effective Date (or any agreed-upon written extension of this deadline) TIME BEING OF THE ESSENCE, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

4. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

5. 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 RESIDENTIAL 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.

Buyer initials AB Seller initials JRB CB

NO. 514

MARK 10 2009 1:03PM TRIANGLE SOUTH

(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 3.

If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before March 11, 2009.

(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.

6. 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): NA

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.

7. 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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 \$ NA per \_\_\_\_\_. 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.

8. 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 \$ \_\_\_\_\_ 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.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

10. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

Buyer initials AB Seller initials JEB CB

JRB  
 7pm 10 of March 25, 2009 CB  
 11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to ANTONIO BAKER

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

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

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

**ALTERNATIVE 1:**

(a) Soil, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by March 25, 2009 that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

(b) Septic/Sewer System (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.  
 Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by \_\_\_\_\_ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.** JRB CB

This Contract is contingent upon  Buyer;  Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE)  conventional or  other \_\_\_\_\_ ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than March 13, 2009, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by March 13, 2009 (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

Buyer has investigated and approved the availability, costs and expenses to connect to a  public or  community sewer system.

(c) Water (check only ONE):

Buyer has investigated and approved the availability, costs and expenses to connect to a  public or  community water system or  shared private well.

Buyer has investigated the costs and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby approves and accepts said Construction Permit.

Buyer initials AB Seller initials JRB CB

Seller represents that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. With respect to wells installed after July 1, 2008, Buyer acknowledges receipt of the County Health Department's Certificate of Completion attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the well. If the well is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by \_\_\_\_\_ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

This Contract is contingent upon  Buyer  Seller ("Responsible Party") obtaining a Construction Permit from the County Health Department ("County") for a private drinking water well. All costs and expenses of obtaining such Permit, including but not limited to any required survey, shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than \_\_\_\_\_, shall be responsible for clearing that portion of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use best efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by \_\_\_\_\_ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

**(d) 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 2(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 \_\_\_\_\_, **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 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 3, 4 or 5 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.**

**14. RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** 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 Indemnity shall survive this contract and any termination hereof, but Buyer shall not be responsible 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.

**15. OTHER PROVISIONS AND CONDITIONS:** 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. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- FHA/VA Financing Addendum (Form 2A4-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- OTHER: If property does not Peak - Seller agrees to refund Buyer, not to exceed \$350 JRB AB CB

Buyer initials AB Seller Initials JRB CB

NO. 514 P. 6

TRIANGLE SOUTH

MAR 10 2009 11:05AM

16. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

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

18. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 15 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

19. 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.

20. 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.

21. 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.

22. 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. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and 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. 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.

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: February 26, 2009 Date: 3-10-09

Buyer ANTONIO BAKER (SEAL) Seller James Richard Bell (SEAL)

Date: 2/27/09 Date: 3-11-09

Buyer Antonio J. Baker (SEAL) Seller Charity Bell (SEAL)



NOTICE INFORMATION

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:

Mailing Address: 2453 JACKSON KING RD, WISSEW  
SPRING NC 27592

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

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

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: DONALD SATTERLY

License #: 233241

Firm Name: REMAX SOUTHLAND I

Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Mailing Address: 235 LASBITER FARM LANE

Selling Agent Fax#: (919) 300-1243

Selling Agent E-mail Address: DSATTERLY@NC.RR.COM

Selling Agent Phone#: (919) 809-2362

SELLER NOTICE ADDRESS:

Mailing Address: 89

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

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

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: Kathy A Wallat

License #: 156560

Firm Name: Coldwell Banker Triangle South

Acting as  Seller's (sub)Agent  Dual Agent

Mailing Address: 800 N. Raleigh St  
Suite A Angier, NC 27501

Listing Agent Fax#: 919-239-3290

Listing Agent E-mail Address: Kerwallat@cox.net

Listing Agent Phone#: 919-210-6111

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 2/25/09  
3/5/09

Firm: Remax Southland  
By: Antonio J Baker (Signature)

JPB CB