

Initial Application Date

5-11-11

Application #

10 500 23 806 RR

CU#

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E Front Street Lillington NC 27546 Phone (910) 893 7525 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

Richard Berent

Mailing Address

7729 NC Hwy 42

City

Holly Springs

State

NC

Zip

27540

Contact No

Email

-

APPLICANT

PARADISE HOMES

Mailing Address

8087 NC 222 W

City

KENVY

State

NC

Zip

27

Contact No

919-284-5206

Email

paradise-homes@ncrr.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE

KEVIN HINTON

Phone #

919-284-5206

PROPERTY LOCATION

Subdivision

N/A

Lot #

N/A

Lot Size

2.10

State Road #

1407

State Road Name

WADE-STEPHENSON

Map Book & Page

2007, 411

Parcel

05 0635 0069

PIN

0635-15-8811, 000

Zoning

BA 30

Flood Zone

X

Watershed

N/A

Deed Book & Page

OTP

Power Company

New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy

PROPOSED USE

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

☒ Mod (Size 26'8" x 66') # Bedrooms 3 # Baths 2 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 _____ x _____) # Bedrooms _____ Garage _____ (site built? _____) Deck _____ (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

Sewage Supply ☒ New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) _____ County Sewer

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 () no

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

Required Residential Property Line Setbacks

Front Minimum 35 Actual 188

Rear 25 100+

Closest Side 10 50

Sidestreet/corner lot _____

Nearest Building on same lot _____

Comments

Per Changing from SFD to MOP
 Change size

BOUNDARY SURVEY FOR
RICHARD & JEANNE BERENT

DEED BOOK 2535 PAGE 718

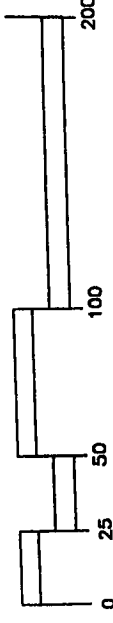
MAP # 2007-411

PIN # 0635-16-8811

BUCKHORN TOWNSHIP

HARNETT COUNTY - NORTH CAROLINA

SCALE 1" = 100' - FEB 10, 2010



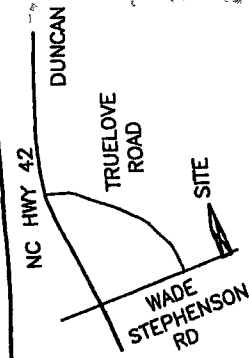
BENTON DEWAR & ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5920 HONEYCUTT ROAD
HOLLY SPRINGS NC 27540
(919)-552-9813

Revised RR
SITE PLAN APPROVAL
DISTRICT RA 30 USE MOP
#BEDROOMS 3
Date 5-11-11
Zoning Administrator V.C. Baker

10-14S
BERENT\10\600

NOTES
AREA BY COORDINATES
THIS LOT IS NOT LOCATED IN A FEMA MAPPED
FLOOD HAZARD AREA. FEMA MAP #
3720062400J ZONE X EFF DATE 10/3/06
LOT SUBJECT TO ABOVE AND OR UNDER
GROUND UTILITIES AND OR EASEMENTS

LEGEND
EIP - EXISTING IRON PIPE
EIS - EXISTING IRON STAKE
ISS - IRON STAKE SET
R/W - RIGHT OF WAY
CL - CENTERLINE
SB - SETBACK
DB - DEED BOOK



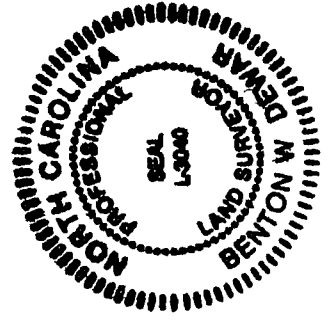
VICINITY MAP (no scale)

943 TO THE
CENTERLINE INTERSECTION
OF SR 1407 &
SR 1451

CDB & SONS INC
D B 2375 PG 900

CARROLL D BROWN
D B 2375 PG 927

BOBBY L BAKER
D B 2375 PG 927



WADE STEPHENSON ROAD
NCSR # 1407
60 PUBLIC R/W

I, BENTON W DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER
MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION THAT THE RATIO OF PRECISION IS 1:125,000
THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES
PLOTTED FROM INFORMATION FOUND IN BOOK
PAGE 171 THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS
FOR RECORDING IN THE REGISTER OF DEEDS PER G S 47-30 AS AMENDED
LICENCE NUMBER AND SEAL THIS 11th DAY OF FEB 20 10

Benton W. Dewar
PROFESSIONAL LAND SURVEYOR L-3040
THIS PLAT IS OF A BOUNDARY SURVEY OF AN EXISTING
PARCEL OF LAND THAT IS REGULATED BY A COUNTY OR
MUNICIPALITY ORDINANCE THAT REGULATES PARCELS OF LAND

NAME _____

APPLICATION # 10500 23806R

*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)

910-893-7525 option 1

CONFIRMATION # _____

☐ **Environmental Health New Septic System** Code 800

- **All property lines 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**
- After preparing proposed site call the voice permitting system at 910 893 7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection Please note confirmation number given at end of recording for proof of request
- Use Click2Gov or IVR to verify results Once approved proceed to Central Permitting for permits

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

- 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 lid back in place** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering outlet end call the voice permitting system at 910-893 7525 option 1 & select notification permit if multiple permits then use code 800 for Environmental Health inspection 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

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

 PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

5/11/11
 DATE

Frances Barbour Realty
213 S Second St
Smithfield, NC 27577
Phone 919 614 2238 Agent Fax 919 989 6643
fbarbour4@ncrr.com

OFFER TO PURCHASE AND CONTRACT VACANT LOT AND

[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 800-1) or if the construction is completed use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A-3-T).

For valuable consideration the receipt and legal sufficiency of which we 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.

(i) Seller
RICHARD G BERENT
IFANNE D BERENT

(b) Buyer
PARADISE HOMES
of Johnston County of North Carolina, Inc

(c) **Property** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

Street Address n/a Harnett County does not address until building permit issued

City Holly Springs Zip 27540

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)

Plot Reference Lot/Unit n/a Block/Section n/a Subdivision/Condominium n/a

as shown on Plat Book/Slide n/a at Page(s) n/a

The PIN/PTD or other identification number of the Property is 0506350069 13

Other description

2.10 acres Jackson L Parrish

Some or all of the Property may be described in Deed Book 02724 at Page 0228

(d) Purchase Price

\$ 34,000 00

\$ 1,000 00

\$ n/a

\$ n/a

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FFE made payable to Seller

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer by cash personal check official bank check other

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than n/a **TIME BEING OF THE ESSENCE** with regard to said date



North Carolina Association of REALTORS®, Inc

Buyer initials OA Seller initials _____

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STANDARD FORM 12-1

Revised 1/2011

© 1/2011

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4 33,000 00

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

(c) "Finest Money Deposit" The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction hereinafter collectively referred to as 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) condition of any resulting contract is not satisfied then the Finest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Finest 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 upon Seller's request as liquidated damages and a Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to return the Due Diligence Fee. It is acknowledged by the parties that payment of the Finest 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 Finest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss. Both parties acknowledge 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 Finest 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.

(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 return 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 is holding the Earnest Money Deposit, 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.)

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNST MONEY 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, is the case may be

(h) **Due Diligence.** Buyer's opportunity during the Due Diligence Period 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 conduct Due Diligence 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(l) or Paragraph 9, or is 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.

(f) **Due Diligence Period** The period beginning on the Effective Date and extending through 5:00 p.m. on

Seller mit als

May 25, 2011

TIME BEING OF THE ESSENCE with regard to said date

(k) **Settlement** The proper execution and delivery to the settlement agent 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 settlement agent's receipt of all funds necessary to complete such transaction

(l) **Settlement Date** The parties agree that Settlement will take place on May 25, 2011 (the Settlement Date) unless otherwise agreed in writing at a time and place designated by Buyer

(m) **Closing** The legal process which results in the transfer of title to the Property from Seller to Buyer. Closing 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 settlement agent's receipt of authorization to disburse all necessary funds and (4) recordation 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 settlement agent after Settlement. Upon such recordation of the deed(s) and deed(s) of trust if any Closing shall be deemed completed and the proceeds of sale shall be disbursed by the settlement agent 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 settlement agent 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)

(n) **Special Assessments** A charge against the Property by a governmental authority in addition to ad valorem 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 or not it is fully payable at time of Settlement

2. BUYER'S DUE DILIGENCE PROCESS

(a) **Time** During the Due Diligence Period Buyer at Buyer's expense shall be entitled to pursue qualification for and approval of the Loan if any

NOTE: 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** During the Due Diligence Period 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

(i) **Soil, Utilities 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 sewer 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 sewerage 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 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 Disclosure And Addendum (Standard Form 2A12.7) provided by Seller prior to signing this offer

(v) **Appraisals** An appraisal of the Property

(vi) **Survey** A survey to determine whether there are any encroachments on the Property from adjacent properties (fences driveways etc.) encroachments from the Property onto adjacent properties road or utility easements crossing the Property lack of legal access to a public right of way or indefinite or erroneous legal descriptions in previous deeds to the Property

(vii) **Zoning and Governmental Regulation** Investigation of current or proposed zoning or other governmental

Buyer initials

Seller initials

Page 3 of 10

PREPARED BY: Form 12-1, Buyer/Broker/Owner 4/22/2011 11:41:46 AM
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STANDARD FORM 12-1
Revised 1/2011
© 1/2011

regulation that may affect Buyer's intended use of the Property adjacent land uses planned or proposed to include 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

(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 act 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.

WARNING: 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.** Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence.

NOTE: Following the Due Diligence Period, Buyer may still exercise a right to terminate this Contract for any other reason permitted under the terms of this Contract or North Carolina law.

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

3. BUYER REPRESENTATIONS

(i) **Loan** Buyer ☒ does ☐ does not have 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 _____
loan at a ☐ 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: If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, 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-F) 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

(i) **Owners' Association Fees/Charges** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or prepayment 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. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum (Standard Form 2A12-1).

(b) **Responsibility for Proposed Special Assessments** Buyer shall take title subject to all Proposed Special Assessments disclosed by Seller in Paragraph 5(b) if any.

(c) **Responsibility for Certain Costs** Buyer shall be responsible for all costs with respect to any loan obtained by

Buyer initials DA Seller initials _____
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Printed in: Charlotte, NC / Reg. / Off. / M. / 11:14 AM / 11:14 AM / 11:14 AM

5. SELLER REPRESENTATIONS

- (b) **Assessments** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert None or the identification of such assessments if any)
- None Known or indicated by the seller**

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert None or the identification of such assessments if any)

None Known or Indicated by the Seller

(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 Addendum (Standard Form 2A12.1) shall be completed by Seller at Seller's expense and must be attached as an addendum to this Contract.

- (c) **Private Drinking Water Well Permit** (Applicable v. 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)

(1) **Evidence of Title** Seller agrees to use best efforts to deliver to Buyer 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 and encumbrances 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.

- (c) **Removal of Seller's Property** Seller shall remove by the due possession is made available to Buyer all personal property which is not a part of the purchase and all garbage and debris from the Property

- (c) **Payment and Satisfaction of Liens** 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 Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

- Buyer initials Seller initials
 PREPARED BY: Frances Butcher Broker/Owner 4/22/2011 11:44:47 A.M.
 R: H St Inc © 2011 RealEstate Software R: Enter 1 to Call or Manager Frances Butcher Realty

encumbrances except ad valorem taxes for the current year (prior to the date of Settlement) 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 in writing. The Property must have legal access to a public right of way.

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.

(g) **Deed, Tax 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 required by law. The deed is to be made to Paradise Homes of Johnston County of North Carolina, Inc.

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a toward any of Buyer's expenses associated with the purchase of the Property less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fee, and pre-pays (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

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

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

(l) **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.

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 on real property shall be prorated on a calendar year basis.

(b) **Rent:** Rents, if any, for the Property.

(c) **Dues:** Owners' association regular assessments (dues) and other life charges.

8 CONDITION OF PROPERTY AT CLOSING: 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.

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 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 settlement agent 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 or to further 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 shall be delivered at Closing. No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12 OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDUMS THAT MAY BE A PART OF THIS CONTRACT IF ANY AND ATTACH HERETO REMITT ALL OTHER ADDENDUMS TO THIS CONTRACT IF ANY AND ATTACH HERETO.

Buyer initials

Seller initials

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PREPARED BY: Paradise Homes of Johnston County, Inc. 1/22/2011 11:41:46 AM
Revised: 1/2011
Software: RLS 1.0
Printed: 1/22/2011 11:41:46 AM
Printed: 1/22/2011 11:41:46 AM

STANDARD FORM 12-1
Revised 1/2011
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NOTE: UNDER NORTH CAROLINA LAW REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT

- ✓ Additional Provision Addendum (Form 2A11 T)
- Buyer's Up Contract Addendum (Form 2A1 T)
- Contingent Sale Addendum (Form 2A2 T)

- Loan Assumption Addendum (Form 2A6 T)
- Owner's Association Disclosure And Addendum (Form 2A12 T)
- Seller's Financing Addendum (Form 2A5 T)
- Short Sale Addendum (Form 2A14 T)

OTHER

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 assigner 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 **NOTICE** 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 Information section below Seller and Buyer agree that the Notice Information and Escrow Acknowledgment 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 and the parties adopt as their seals the word "SFAI" beside their signatures below

20 **COMPUTATION OF DAYS** Unless otherwise provided for purposes of this Contract the term "days" shall mean consecutive calendar days including 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

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 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

Buyer initials _____ Seller initials _____
PREPARED BY: _____
Printed in 67011 Real Estate School Registration Office, Manager, Trices Balem Realty

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STANDARD FORM 12-1
Revised 1/2011
© 1/2011

PARADISE HOMES
of Johnston County of North Carolina, Inc

Buyer _____ (SEAL) Date _____
By KEVIN HINTON or Danny Hinton

Seller _____ (SEAL) Date _____
RICHARD G BERENT

Seller _____ (SEAL) Date _____
JEANNE D BERENT

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONFIRMATED BY THIS CONTRACT INSERT N/A FOR ANY WHICH ARE NOT APPROVED

BUYER NOTICE ADDRESS

Mailing Address

8087 NC Hwy 222, Kenly, NC 27542

Buyer Fax # 919 284 6042

Buyer E-mail paradise_homes@bellsouth.com

SELLER NOTICE ADDRESS

Mailing Address

7779 NC Hwy 42 Holly Springs, NC 27540 7779

Seller Fax #

Seller E-mail

SELLING AGENT NOTICE ADDRESS

Firm Name Frances Barbour Realty

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

Mailing Address

213 S Second St, Smithfield, NC, 27577

Individual Selling Agent Frances Barbour

Acting as a Designated Dual Agent (check only if applicable)

License # 196559

Selling Agent Phone # 919 614 2238

Selling Agent Fax # 919 989 6643

Selling Agent E-mail fbarbour4@ncrr.com

LISTING AGENT NOTICE ADDRESS

Firm Name Century 21, Becky Medlin Realty,

Acting as ☒ Seller's Agent ☐ Dual Agent

Mailing Address

407 N Judd Street NE, Fuquay Varina, NC 27526

Individual Listing Agent Denise Baker

Acting as a Designated Dual Agent (check only if applicable)

License #

Listing Agent Phone # 919 795 1608

Listing Agent Fax #

Listing Agent E-mail dbaker@beckymedlinrealty.com

FISCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Fiscrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof

Date n/a

Firm n/a

By

(Signature)

Buyer initials

Seller initials

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PREPARED BY: Fran Barbour, Broker, 4/27/2011 11:44 AM
Registered Office: Frances Barbour Realty

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Revised 1/2011
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n/a

(Print name)