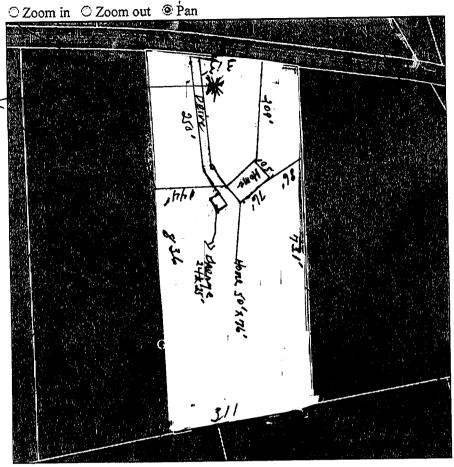
€ ,	17/-00 20 05
nitial Application Date: 5-29-2012	Application # 12900270
	T RESIDENTIAL LAND USE APPLICATION Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits
"A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO P	URCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION**
•	Mailing Address: 3912 Fayetteville Road
Raleigh State: NC Zip: 27603	Contact No: Maynard Wilkins Email: r781@claytonhomes.com
Gity: PALUGA Information if different than landowner	ddress: 40 Genald Abach 2300 Wills Maga Capital Contel 150 h Contact No: 2.760 1 Email: 920Acheconth law, 10 m
CONTACT NAME APPLYING IN OFFICE: Maynard Wilkins	Phone # 919.772.5013 CELL- 9/9-422-6666
11/0	Lot #: 12 Lot Size: 10.100 aci
State Road #State Road Name: mclean chape Parcel: 12 05 46 9060 11 Zoning: AA 201 Flood Zone: Watershed: III Deed	Plis. 05 46 - 14 - 8 /84,000
*New structures with Progress Energy as service provider need to su	pply premise number from Progress Energy.
(Is the bonus room finished? () yes Mod: (Size 49 x 76) # Bedrooms 4 # Baths 3 Basem	ent(w/wo bath): Garage: Deck: Crawl Space: Slab: S
☐ Manufactured Home:SWDWTW (Sizex_) # Bedrooms: Garage:(site built?) Deck:(site built?)
□ Duplex: (Sizex) No. Buildings:N	o. Bedrooms Per Unit:
☐ Home Occupation: # Rooms: Use:	Hours of Operation:#Employees:
□ Addition/Accessory/Other: (Sizex) Use:	Closets in addition? () yes () no
	Il (# of dwellings using well) *Must have operable water before final Existing Septic Tank (Complete Checklist) County Sewer
Does owner of this tract of land, own land that contains a manufactu	red home within five hundred feet (500') of tract listed above? () yes (✔) no
Does the property contain any easements whether underground or o	verhead () yes (verhead () yes ()
Structures (existing or proposed): Single family dwellings:	Manufactured Homes: Other (specify): garage
Required Residential Property Line Setbacks: Comm	ients: MUN + Showing tuture Gar
Front Minimum 3.5 Actual 250	Deck, Deck fits in 50x76 Box
Rear 25 300+	,
Closest Side 10	
Sidestreet/corner lot	
Nearest Building	
on same lot Residential Land Use Application APPLICA	Frage 1 of 2 03/11 ATION CONTINUES ON BACK

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Start at going East on W Fronts
US421. / NC 27/NC 210. Cartinue to follow US401.
Right into melean Chapel Ch Rd.
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. hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.
Signature of Owner's Agent Date

It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.

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





Map Scale = One Inch = 209 feet

Owner Information:

PID	120546 0060 11
NAME	MCLEAN CHAPEL PARTNERS LLC
ADDRESS	PO BOX 2611
CITYST	RALEIGH. NC 0
ACRES	9.755147

Driveway 20' x 250'

Download Results: SoilsPolygon 12054

ID	Soil Name	Hvdric	Description	Acres
	BnB		Blaney loamy sand, 2 to 8 percent slopes	1.51
1	GaB	£. ₽ .	Gilead loamy sand, 2 to 8 percent slopes	5.20
3	Ro		Roanoke loam, occasionally flooded	3.05

SITE PLAN APPROVAL

DISTRICT 1A 70 \(\text{ USE} \)

WOD

WHEDROOMS \(\text{ Mannett.org/giswebsiteutils/SoilsOverlay.aspx?PID=120546 0060 11} \)

http://gistools.harnett.org/giswebsiteutils/SoilsOverlay.aspx?PID=120546 0060 11 10/7/2011

NAME:		APPLICATION #:								
	*	This application to be filled out when applying for a septic system inspection.*	to Construct							
IF THE INFO PERMIT OR depending up	RMATION IN AUTHORIZAT on documentation	THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE FIGURE TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months on submitted. (Complete site plan = 60 months; Complete plat = without expiration)	IVII ICO I BILLERIA							
\ \ 910)-893-7525 o	ption 1 CONFIRMATION #								
• <u>All</u>	property iro	hith New Septic System Code 800 ons must be made visible. Place "pink property flags" on each corner iron cearly flagged approximately every 50 feet between corners.								
	ووالمستلمان بما	iouse corner flags" at each corner of the proposed structure. Also flag driveway wimming pools, etc. Place flags per site plan developed at/for Central Permitting	j.							
• Pla	ce orange E	nvironmental Health card in location that is easily viewed from road to assist in to	th to allow the soil							
		parformed. Inexpectors should be able to Walk treely around site. Do not grade	property.							
	AUL II. II. II. II. II. II. II. III. III.									
• Aft	er preparing O (after selec	proposed site call the voice permitting system at 910-893-7525 option 1 to sche ting notification permit if multiple permits exist) for Environmental Health inspe-	dule and use code							
	nfirmation nu	mber given at end of recording for proof of request.								
• Us	e Click2Gov	or IVR to verify results. Once approved, proceed to Central Permitting for permit								
	O transaction		st lid atmaight up /if							
• Pr	epare for ins ssible) and th	pection by removing soil over outlet end of tank as diagram indicates, and in then put lid back in place . (Unless inspection is for a septic tank in a mobile hon	ne park)							
• Af	ter uncoverin	g outlet end call the voice permitting system at 910-893-7525 option 1 & selec nits, then use code 800 for Environmental Health inspection. <u>Please note co</u>	t notification permit onfirmation number							
<u>gi</u> \ • Us	<u>ven at end of</u> se Click2Gov	recording for proof of request. or IVR to hear results. Once approved, proceed to Central Permitting for remain	ing permits.							
		on to construct please indicate desired system type(s): can be ranked in order of preference,								
{}} Acce		{} Innovative {} Conventional {} Any								
{_}} Alte	rnative	{}} Other	mly to the property in							
The application. I	ant shall notify f the answer is	the local health department upon submittal of this application if any of the following aps "yes", applicant MUST ATTACH SUPPORTING DOCUMENTATION:	pry to the property in							
{}}YES	{ ∑ } №	Does the site contain any Jurisdictional Wetlands?								
{}}YES	{ X } №	Do you plan to have an <u>irrigation system</u> now or in the future?								
{}}YES	{ ∑ } №	Does or will the building contain any drains? Please explain.	. 0							
{}}YES	{ X } NO	Are there any existing wells, springs, waterlines or Wastewater Systems on this proper	ty?							
{}}YES	{ X } №	Is any wastewater going to be generated on the site other than domestic sewage?								
{}}YES	{ X } NO	Is the site subject to approval by any other Public Agency?								
{}}YES	{ <u>X</u> } №	Are there any Easements or Right of Ways on this property?								
{}}YES	{Д}} №	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.	atherinal County And							
I Have Rea	d This Applica	tion And Certify That The Information Provided Herein Is True, Complete And Correct. A	athorized County And							
State Offic	ials Are Grante	ed Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applie	Caple Laws And Rules.							
I Understa	nd That I Am S	Solely Responsible For The Proper Identification And Labeling Of All Property Lines And C								
The Site A	// ****/	at A Complete Site Evaluation Can Be Performed.	6-1-2012 DATE							
PROPER	TX OWNER	S OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)	DALD							

10 For well + Septic Department



FRED D. SMITH SOIL CONSULTING, INC.

May 29, 2012

Mr. Maynard Wilkins Clayton Homes 3912 Fayetteville Rd Raleigh, NC 27603

Subject: Preliminary Soil Evaluation of Rhodon Tract

McLean Chapel Church Rd

Harnett County

Dear Mr. Wilkins,

As you requested, I visited the site to perform a preliminary soil evaluation to determine if suitable soils for conventional septic systems are present.

Clayton Homes provided me with copies of the soil map and possible clearing area for the house. The tract has been partially cleared for the house, yard and driveway. I understand a 3 bedroom home is planned.

The cleared area was traversed to observe soil properties, surface features, landscapes, and site parameters. Hand auger borings were advanced to evaluate soil characteristics in accordance with 15A NCAC 18A 1900 (Laws and Rules for Sewage Treatment and Disposal Systems). Soil characteristics were documented and grouped into soil areas that can be permitted for the various types of septic systems allowed by the rules in North Carolina and Wake County Environmental Health.

The soil map accompanies this report and shows the boundary between the types of soils that have different characteristics for septic systems.

This work was performed by pacing and estimating distances and reading landscape position to show where soil boundary lines change at the site. This is a preliminary soil and site evaluation that is intended for general planning purposes. Additional detailed soil evaluation or system design may be required to obtain a construction authorization permit from Harnett County.

Site Information

Landscape position: Ridge, shoulder, linear and convex side slope, footslope.

I observed no well located on the property and no well on adjacent property within 50 feet of this property.

Drawing 1 presents the approximate cleared area in relation to property lines and USDA Soil Mapping. Drawing 2 shows the approximate area of soil division in the cleared tract.

Office/Mobile (252) 908-4369 Post Office Box 1175 – Nashville, North Carolina 27856

Soil 1

These soils are found on slopes of 1% to 8% at the site. They will be classified as provisionally suitable for shallow conventional septic systems, low pressure systems, mound systems, and other high technology innovative systems. The loading rate will range from 0.3 to 0.6 gallons per day per square foot for conventional septic systems. Soil depth to parent material and seasonal high groundwater table is more than 48 inches below the surface.

This soil was mapped as Gilead. However, the soil described does not correspond to Gilead, in my opinion.

The soil encountered has about 3 or 4 inches of dark brown loamy sand topsoil. The 'E' horizon extends to about 35 to 38 inches below the surface. It is a light brown (7.5YR 6/4) loamy sand that is very friable with crumb structure. A few reddish yellow (7.5YR 6/8) mottles are present.

The 'B' horizon is a sandy clay loam or heavy sandy loam that has reddish yellow color (7.5YR 6/8). It is friable, sticky, and slightly plastic with subangular blocky structure.

Soil 2

These soils are found on foot slopes of 3 to 5% at the site. They will be classified as provisionally suitable for ultra shallow conventional trenches, shallow low pressure systems and other high technology innovative systems. The loading rate will range from 0.1 to 0.4 gallons per day per square foot for at-grade conventional septic systems. Soil depth to expansive clay and/or seasonal high groundwater table is 24 inches below the surface.

The soil has about 4 to 5 inches of dark brown topsoil that is loamy sand. The 'E' horizon extends to about 24 inches beneath the surface and is loamy sand with suitable consistency and structure.

The 'B' horizon consists of expansive clay with gray mottling in some pedons. Other pedons have sticky and firm clay loam or slightly expansive clay. Gray mottling is present from about 24 inches below the surface in these pedons.

Conclusions

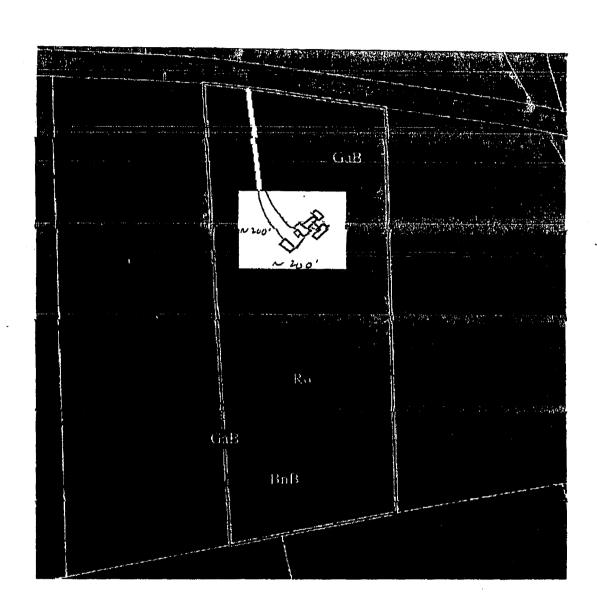
Only the cleared area was evaluated for septic systems. Soil types 1 and 2 are considered provisionally suitable for several types of septic systems as described above. Pump stations for conventional septic systems may be required depending on home and system placement.

Drawing 2 presents the proposed conventional septic system and repair area beside the house. I suggest a 25% reduction system using a loading rate of 0.5 gpd/ ft² for the underlying sandy clay loam horizon. I suggest trench depth be installed at 18 inches beneath the surface. One hundred eighty feet (180 ft) of trench will be required at that LTAR for a 3 bedroom house.

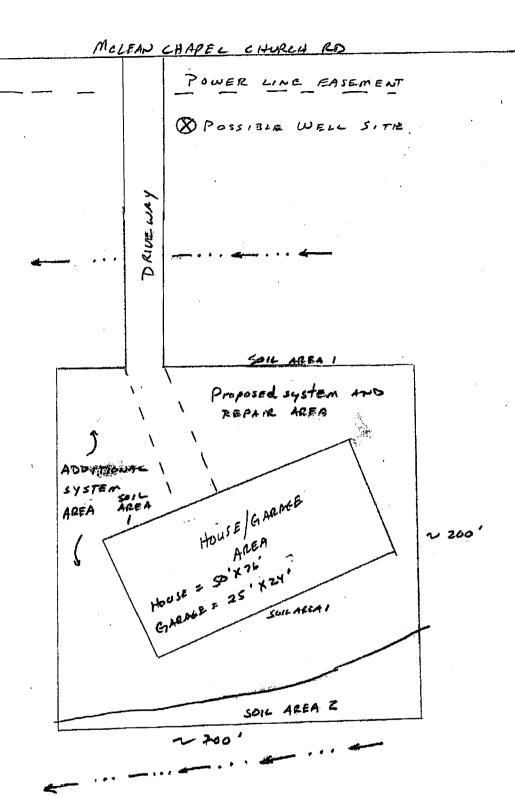
Office/Mobile (252) 908-4369 Post Office Box 1175 – Nashville, North Carolina 27856 A private well can be placed at least 50 feet from the house foundation and trench area to comply with setback requirements. I suggest that the well be installed at least 100 feet from the drainfield, if possible.

Please contact me if you, or if Harnett County, have questions about this preliminary soil report.

Licensed Soil Scientist



DRAWING 1 Rhodow TRAIT FDS, INC



SKETCH
NOT TO SCALE

FOS, INC.
252-908-4369
fds 44440 gahoo.com
TRAUNAS P

3177384

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

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

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

term.		ms listed below shall have the respective meaning g	
(a)	"Seller":	McLean Chapel Partners, L	·LC
(b)	"Buyer":	CMH Homes INC,	
(c)	"Property": The Property shall inch	ude all that real estate described below together with	all appurtenances thereto including the
Stre	et Address: Tract 12 McLean C	Chapel Church Road	Zip:
City	Bunnlevel	North Carolina	
(NC	OTE: Governmental authority over ta	, North Carolina xes, zoning, school districts, utilities and mail deliver	y may differ from address shown.)
T	al Description: (Complete ALL appli	rable)	
Plat	Reference: Lot/Unit12	cable) , Block/Section, as shown on Plat Book/Slide ber of the Property is: 0546-74-8784.000	ominium <u>n/a</u> at Page(s) <u>n/a</u>
The	PIN/PID or other identification num	ber of the Property is: 0546-74-8784.000	
Oth	er description: TR# 12 Robert V	Vinston ETAL ibed in Deed Book	-/s
Son	ne or all of the Property may be descri	ibed in Deed Bookn/a	at Pagen/a
(d)	"Purchase Price": \$	regard to said date. BY ASSUMPTION of the unpaid principal bala existing loan(s) secured by a deed of trust on the Loan Assumption Addendum (Standard Form 2A: BY SELLER FINANCING in accordance with t (Standard Form 2A5-T). BALANCE of the Purchase Price in cash at Settle	ered within five (5) days of the personal check official bank check official bank check official bank check available funds such as official bank to Escrow Agent no later than the time and all obligations of Seller on the Property in accordance with the attached 6-T).
che	eck or other funds paid by Buyer be	with the proceeds of a new loan). Due Diligence Fee or any Initial Earnest Money D dishonored, for any reason, by the institution upon v notice to deliver good funds to the payee. In the eninate this Contract upon written notice to Buyer.	went Buyer does not timely deliver good
	This form jointly approved by:	Page 1 of 9	STANDARD FORM 12-T
	North Carolina Bar Association		Revised 1/2012
REALTOR		THE TOTAL CONTRACTOR OF THE PARTY OF THE PAR	EQUAL HOUSING OPPORTUNITY © 1/2012
Deter Of	Buyer initials	Seller initials MAT	
Re/Max Sig	200 0000	Phone: (919)210-3541 Promited by zipLogix 18070 Fitteen Mile Road, Fraser, Michigan 48028 <u>www.</u> 3	Fax: clayton homes

(e) "Earnest 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated amages and as 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 retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Remax Signature Realty II

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST 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, as 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(1) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.
- (j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on April 13, 2012 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.
- (I) "Settlement Date": The parties agree that Settlement will take place on unless otherwise agreed in writing, at a time and place designated by Buyer.

 April 27, 2012 (the "Settlement Date"),

Page 2 of 9

Buyer initials 8

Caller in iti-1-

STANDARD FORM 12-T Revised 1/2012

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- (m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. (m) "Closing": The completion of 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 Closing, 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)) Settlement/Closing).
- (n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levided with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.
- "Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.
- "Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.
- BUYER'S DUE DILIGENCE PROCESS:
 - (a) Loan: 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 since the Loan is not a condition of the Contract.)

(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:

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.

Septic/Sewer System: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

Water: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

Review of Decements: Review of the Declaration of Restrictive Covenants. Bylaws. Articles of Incorporation. Rules and

- 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 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-T) provided by Seller prior to signing this offer.

 (v) Appraisals: An appraisal of the Property.

 (vi) Survey: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements,

setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) Zoning and Governmental Regulation: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones. (viii) Flood Hazard: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood

insurance in order to obtain the Loan.

(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.

Page 3 of 9 STANDARD FORM 12-T Revised 1/2012 Buyer initials © 1/2012

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- (d) Indemnity: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.
- (e) Buyer's Right to Terminate: Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME BEING OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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. Althought Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Sellers fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

	UNLESS PROVISION IS OTHERWISE MADE IN WRITING.
3.	BUYER REPRESENTATIONS: (a) 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: Onventional Other: loan at a l
	an initial interest rate not to exceed % per annum (the "Loan").
	NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. 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 to does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)
	(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.
4.	BUYER OBLIGATIONS: (a) Owners' Association Fees/Charges: Buyer shall pay any fees required for confirming 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. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).
	(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
	(c) Responsibility for Certain Costs: 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 Settlement.
5.	SELLER REPRESENTATIONS: (a) Ownership: Seller represents that Seller:
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	Buyer initials Seller initials MCP Revised 1/2012 © 1/2012
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has owned the Property for at least one year. has owned the Property for less than one year. does not yet own the Property.
(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): none
Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): none
(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 For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.
(d) Sewage System Permit: (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.
(e) Private Drinking Water Well Permit: (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.
SELLER OBLIGATIONS: (a) 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, leases, 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.
(b) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.
(c) Removal of Seller's Property: Seller shall remove, by the date 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.
(d) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
(e) Payment and Satisfaction of Liens: All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
(f) Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property; except: ad valorem taxes for the current year (prorated through 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: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.
Page 5 of 9
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6.

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, Excise Taxes: 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: CMH, INC

(h) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$ 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 fees, and "pre-paids" (taxes, insurance, owners' association dues,

- (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 For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.
- (1) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the
- PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property

shall be prorated on a calendar year basis;

(b) Rents: Rents, if any, for the Property;

- Dues: Owners' association regular assessments (dues) and other like charges.
- CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- 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 the etc., 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.

Buyer initials ##

Seller initials

STANDARD FORM 12-T

Revised 1/2012

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12. 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 BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OF CONTINGENCIES TO THIS CONTRACT.
Additional Provisions Addendum (Form 2A11-T) Back-Up Contract Addendum (Form 2A1-T) Contingent Sale Addendum (Form 2A2-T) Loan Assumption Addendum (Form 2A6-T) Owners' Association Disclosure And Addendum For Propertie Exempt from Residential Property Disclosure Statement (Form 2A12-T)
Seller 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 assignee and assignee's heirs and successors.
14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party sha not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional document 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 heir successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neutrogenders, 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 of performed.
17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representation inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing ar signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer 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. An written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party 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 material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an off or the creation of a counteroffer.
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Buyer initials Seller initials MCP STANDARD FORM 12-7 Seller initials MCP Control of the service of 1/2012

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11. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

- 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 "SEAL" 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 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.

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: $\frac{3/10/26/0}{2000}$	
Buyer CMH Homes INC (SEAL) Seller McJean Chapel Fartners LL	<u>w.U.C.</u> (SEAL)
Date: Date:	·
Buyer(SEAL) Seller	(SEAL)
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Buyer(SBAL) Seller	(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:	SELLER NOTICE ADDRESS:
Mailing Address: 3912 FAMETTEVINE Rel Releich NC 27003 Buyer Fax#: 919-772-8572 Buyer E-mail: 77810 Claylochones.com SELLING AGENT NOTICE ADDRESS:	Mailing Address: C/O Gerald Roach 2300 Well Farqu Camba Cruter, 150 Fare Health Street Seller Fax#: Paleigh NC 2760 Seller E-mail: Groach a cmithlaw. Com EX LISTING AGENT NOTICE ADDRESS:
Firm Name: Remax Signature Realty II Acting as Buyer's Agent Seller's (sub) Agent Dual Agent Mailing Address: 1170 N. Main Street, Lillington, NC 27546	Firm Name: Remax Signature Realty II Acting as Seller's Agent Dual Agent Mailing Address:
Individual Selling Agent: Laura Yarbrough Acting as a Designated Dual Agent (check only if applicable) License #: 200506 Selling Agent Phone#: (910) 814-0532 Selling Agent Fax#: (910) 814-0539 Selling Agent E-mail: Lauray@remax.net	Individual Listing Agent: Laura Yarbrough Acting as a Designated Dual Agent (check only if applicable) License #: 200506 Listing Agent Phone#: Listing Agent Fax#: Listing Agent E-mail:
ESCROW ACKNOWLEDGMENT OF IT	
Escrow Agent acknowledges receipt of the Initial Earnest Money with the terms hereof.	Deposit and agrees to hold and disburse the same in accordance
Date	Firm: Remax Signature Realty II
	By:(Signature)
	(Print name)

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