Initial Application Date: 3/2 U/18	

Nearest Building on same lot

Residential Land Use Application

Application #	1850043441

itial Application Batto.	CU#_	
COUNTY OF HARNETT RESIDENTIAL LAND USE APP Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2	LICATION	www.harnett.org/permits
"A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIR		ND USE APPLICATION**
ANDOWNER: Lockamy grading inc	80× 2135	
ity: AVAILEY State: NC zip: 2750 Contact No:	Email:	
PPLICANT*: Brittany Lee Mailing Address: 1418 morris chapel rd		
ity: Lillington State: NC Zip: 27546 Contact No: 910-890-7313	Email:	
Please fill out applicant information if different than landowner		
ONTACT NAME APPLYING IN OFFICE: Brittany Lee	_Phone #	
PROPERTY LOCATION: Subdivision: Hwy 27 W NC	Lot #:	_ Lot Size: 1, 26
State Road # State Road Name: NC AN NC	Map Book & P	age: (5FS) (5LS)
PIN: 0528-53-7302.000		
Zoning: RA 30 Flood Zone: Watershed: No Deed Book & Page 2049, 90	Power Company*:	
New structures with Progress Energy as service provider need to supply premise number	from	n Progress Energy.
PROPOSED USE:	010	Monolithic
SFD: (Sizex) # Bedrooms: # Baths: Basement(w/wo bath): Garage: (Is the bonus room finished? () yes () no w/ a closet? () yes ()	_ Deck: Crawl Space.) no (if yes add in with #	bedrooms)
Mod: (Size 32 x 64) # Bedrooms 3 # Baths 2 Basement (w/wo bath) Garage:		
☐ Manufactured Home:SWDWTW (Sizex) # Bedrooms: Garage	:(site built?) Deck	c:(site built?)
□ Duplex: (Sizex) No. Buildings: No. Bedrooms Per Unit:		
☐ Home Occupation: # Rooms: Use: Hours of Operation:		#Employees:
Addition/Accessory/Other: (Sizex) Use:	Closets in	addition? () yes () no
Water Supply: County Existing Well New Well (# of dwellings using well) *Must have operab	ele water before final
Sewage Supply: New Septic Tank (Complete Checklist) Existing Septic Tank (Complete	e Checklist) Coun	ty Sewer
Does owner of this tract of land, own land that contains a manufactured home within five hundred feet		
Does the property contain any easements whether underground or overhead () yes (_v) no		
Structures (existing or proposed): Single family dwellings: Manufactured Homes:	Other (s	pecify):
Required Residential Property Line Setbacks: Comments:		
Front Minimum Actual		
Rear		
Closest Side 35		
Sidestreet/corner lot		

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Travel Highway 27 W towards Western Harnett High School. (20 about & miles paper of the property is on left after Tim Currin/Highway 27 W Intersection	
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided. Signature of Owner or Owner's Agent Date	∍d.
It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limit 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.	ed

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

NAME:	APPLICATION #: 43641
	This application to be filled out when applying for a septic system inspection. epartment 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 AUTHORIZA	TION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration
depending upon documentat	ion submitted. (Complete site plan = 60 months; Complete plat = without expiration) option 1 CONFIRMATION #
Fnvironmental He	ealth New Septic SystemCode 800
	rons must be made visible. Place "pink property flags" on each corner iron of lot. All property
lines must be c	learly flagged approximately every 50 feet between corners.
	house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, wimming pools, etc. Place flags per site plan developed at/for Central Permitting.
	Environmental Health card in location that is easily viewed from road to assist in locating property.
	nickly wooded, Environmental Health requires that you clean out the <u>undergrowth</u> to allow the soil
	e performed. Inspectors should be able to walk freely around site. <i>Do not grade property.</i> Addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred
	incover 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 cting notification permit if multiple permits exist) for Environmental Health inspection. Please note
	umber given at end of recording for proof of request.
	or IVR to verify results. Once approved, proceed to Central Permitting for permits.
	ealth Existing Tank Inspections Code 800 Instructions for placing flags and card on property.
 Prepare for ins 	spection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if
	hen put lid back in place. (Unless inspection is for a septic tank in a mobile home park)
 After uncovering 	ng outlet end call the voice permitting system at 910-893-7525 option 1 & select notification permit mits, then use code 800 for Environmental Health inspection. Please note confirmation number
	recording for proof of request.
	or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.
SEPTIC If applying for authorization	on 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 local health department upon submittal of this application if any of the following apply to the property in "yes", applicant MUST ATTACH SUPPORTING DOCUMENTATION:
{}}YES	Does the site contain any Jurisdictional Wetlands?
{}}YES	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
{}}YES	Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
()VES () NO	Is any west awater asing to be generated on the site of her than demostic saveges?

I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

The Site Accessible So That A Complete Site Evaluation Can Be Performed.

10/10

03/26/2018 DATE

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

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon or n

(c) Troperty	BRITTANY SIMONE			
				appurtenances thereto including the
Street Address:	NC 27 W NC	onal Provisions Addendu	ome(s), Buyer and Seller should m (Standard Form 2A11-T) with	consider including the Manufactured this offer.
City: LILLIN				
County: HARN		· ·	NI ALC II	Zip: 27546
NOTE: Gover	nmental authority over t	axes zoning school dist	, North Carolina	
Legal Descripti	on: (Complete at t	daes, zonnig, school distr	icts, utilities and mail delivery m	ay differ from address shown.
That recreate lice.	LOVONII	, Block/Section	, Subdivision/Condomin	ium NONE
The PIN/PID or	other id vice vi	, as	shown on Plat Book/Slide 1	V/A at Page(s) N/A
Other description	other identification nur	nber of the Property is: 0	shown on Plat Book/Slide 1528-53-7302.000; PID -	130528 0072
Some or all of the	n: Legal Descript	ion - 1.26 ACRES	528-53-7302.000; PID - FRED MCDONALD	20020 0072
	be desc	ribed in Deed Book	PRED MCDONALD 2649 at P	age0090
(d) "Purchase	Price":			0030
\$	18,000.00	paid in TLC Dall.		
\$		DV DUE DU LORSIO	oon the following terms:	
\$	200.00	BY DUE DILIGENCE	E FEE made payable and delivere	ed to Seller by the Effective Date.
	200.00	BY INITIAL EARNI	EST MONEY DEPOSIT made	payable and delivered to Escrow
				with this offer OR within
S				
	PARTY OF THE PARTY	DI (ADDITIONAL)	EARNEST MONEY DEPOSIT	made payable and delivered to
		The state of the s	ater than	cial bank check, wire transfer or
S		BEING OF THE ESS.	ENCE with regard to said date.	, IIME
		BY ASSUMPTION of	the unnaid principal balance	nd all obligations of Seller on the
				ty in accordance with the attached
S				
-		DI SELLEK FINANC	ING in accordance with the atte	ched Seller Financing Addendum
\$	17,800.00			
	17,800.00	BALANCE of the Purc	hase Price in cash at Settlement	(some or all of which may be paid
		with the proceeds of a n	ew loan).	de me or an or which may be paid
This form is	pintly approved by:	D1		
North Caro	line Per Asset di	Page 1 o	ř []	STANDARD FORMA
North Caro	lina Bar Association		(=)	STANDARD FORM 12-T
RE THOILII CATO	lina Association of RE	ALTORS®, Inc.	EQUAL HOUSING	Revised 7/2017
Buyer initials	120.	^	OPPORTUNITY	© 7/2017
		Seller initials _ 💆		
Duyer minal		OCHEL IDILIATE		
ignature Realty 1209 N Main		m® by zipLogix 18070 Fifteen Mile Ro	Phone: (910)890-2521 Fa	

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(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
	The state of the s	Carlo		MENTIL

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having this Agreement.
- (h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.
- (i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) 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 to amount of any Due Diligence Fee.

amount of any Due Dingence F	ee.			or the 1	roperty with	out regard to th	e existence
(j) "Due Diligence Period":	The period beginning February 6, 2018	on the	Effective Date	te and	extending	through 5:00	n.m. on
said date.	Pag	e 2 of 11		-	_ TIME BE	ING OF THE L	SSENCE
Buyer initials BSL	Seller initial	s Bot			S	TANDARD FO Revis	ORM 12-T

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- (k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.
- (m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) 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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

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

- (n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.
- "Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.
- "Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. BUYER'S DUE DILIGENCE PROCESS:

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

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

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

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

Buyer initials BSL Saller initials RL

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- Soil And Environmental: Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- Septic/Sewer System: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) Water: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- Review of Documents: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- Appraisals: An appraisal of the Property.

3.

- (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.
- Utilities and Access: Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- Streets/Roads: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

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

- (c) Buyer's Obligation to Repair Damage: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.
- (d) Indemnity: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.
- (e) Buyer's Right to Terminate: Buyer shall have the right to terminate this Contract for

Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (extension of the Due Diligence Period), TIME BEING OF THE ESSENCE. If Buyer timely delivers Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.	or any agreed-upon writter the Termination Notice, this
(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN UNLESS PROVISION IS OTHERWISE MADE IN WRITING.	EXISTING CONDITION
BUYER REPRESENTATIONS: (a) Loan: Buyer does does does not intend to obtain a new loan in order to purchase the Property. loan, Buyer intends to obtain a loan as follows: Conventional Other:	
Buyer initials Buyer initials Buyer	STANDARD FORM 12-T Revised 7/2017 © 7/2017
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yer initials

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	(d) Sewage System Permit: (Applicable Not Applicable) Seller warrants that the sewage system described in the 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
6.	SELLER OBLIGATIONS: (a) Evidence of Title, Payoff Statement(s) and Non Foreign Status: (i) Seller agrees to use best efforts to provide to the closing offernous as

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.
- (b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).
- (c) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

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

- (d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.
- (e) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
- (f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

Page 6 of 11	d be revealed by a current and accurate survey
Seller initials	STANDARD FORM 12- Revised 7/201 © 7/201 Brittan

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

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

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

- (h) Deed, Taxes, and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: BRITTANY SIIMONE LEE and PHILLIP RISHAUN LEE
- (i) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$ expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.
- (j) Owners' Association Fees/Charges: Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those ees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the
- (k) 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. The payment of such estimated amount shall be the final payment
- (l) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.
- (m) Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or
- (n) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the
- 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 (b) Rents: Rents, if any, for the Property;

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

	bingence ree shall be refu	nded to Buyer. In the event Buyer does
DS	Page 7 of 11	STANDARD FORM 12-T
Buyer initials BS	Seller initials BL	Revised 7/2017
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NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds 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 Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.
- ii. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.
- 12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

Additional Provisions Addendum (Form 2A11-T) Additional Signatures Addendum (Form 3-T) Back-Up Contract Addendum (Form 2A1-T) Contingent Sale Addendum (Form 2A2-T) Loan Assumption Addendum (Form 2A6-T) Identify other attorney or party drafted addenda:	Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) Seller Financing Addendum (Form 2A5-T) Short Sale Addendum (Form 2A14-T)

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

- 13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, to this provision.
- 15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or

	on the signing of this Contract by que	e or more of them and any notice or
	Page 8 of 11	
Buyer initials	Seller initials B Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipl.orgin	STANDARD FORM 12-T Revised 7/2017 © 7/2017
	3) 2000 Fitteen Mile Road, Fraser, Michigan 48026 worw zipLogis	k.com

Brittany

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

- 19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the
- 20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall of calculating days, the count of "days" shall begin on the day following the day upon which any act Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in

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

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

Buyer 3 with 9 19 BRITTANY SIMONE LEE	Date: 1-8-18 Seller Bohn GRADING INC.
Date:	Date:
Entity Buyer:	SellerEntity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.) By:	(Name of LLC/Corporation/Partnership/Trust/etc.) By:
Name:	Name:
Title:	_ Title:
Date:	Date:

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Brittany

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH BUYER NOTICE ADDRESS: SELLER NOTICE ADDRESS: Mailing Address: __ Mailing Address: ___ Buver Fax#: Seller Fax#: Buyer E-mail: 1brittany0326@gmail.com Seller E-mail: SELLING AGENT NOTICE ADDRESS: LISTING AGENT NOTICE ADDRESS: Firm Name: REMAX SIGNASTURE REALTY Acting as Buyer's Agent Seller's (sub)Agent □Dual Agent Firm Name: REMAX SOUTHLAND Acting as X Seller's Agent Dual Agent Firm License #: C17891 Mailing Address: 1209 N. MAIN STREET, LILLINGTON, Firm License #: C8503 Mailing Address: NC 27546 Individual Selling Agent: TERESA SUITT ☐ Acting as a Designated Dual Agent (check only if applicable) Individual Listing Agent: DEFF SMITH Acting as a Designated Dual Agent (check only if applicable) Selling Agent License #: 249503 Listing Agent License #: 225071 Selling Agent Phone#: 910 890-2521 Listing Agent Phone#: 891-8709 Selling Agent Fax#: __ Listing Agent Fax#:___ Selling Agent E-mail: teummings222@aol.com Listing Agent E-mail:

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Brittany

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Property Address: No. 2 7 W NC, LILLINGTON, NC 27546 LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of S SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of S SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of S Seller: Seller: Seller: Seller: (Signature) Date: Seller: (Signature) Date: Seller: (Signature) Date: Seller: (Signature) Differ to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of the Seller for Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of the Seller in Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of Seller in Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Paragraph I(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of Seller S	Seller: LOCKAMY GRADING INC.			
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Britt	,	Road, Fraser, Michigan	48026 www.zipl.boix.com	Brittany

HARNETT COUNTY CASH RECEIPTS *** CUSTOMER RECEIPT ***

Oper: LLUCAS Type: CP Drawer: 1 Date: 3/26/18 53 Receipt no: 299231

Year Number Amount 2018 50043641 91750 TECH 3 LILLINGTON, NC 27546 B4 BP - ENV HEALTH FEES

\$750.00

NEW SEPTIC

BRITTANY LEE

Tender detail
CP CREDIT CARD \$750.00
Total tendered \$750.00
Total payment \$750.00

Trans date: 3/26/18 Time: 14:48:36

** THANK YOU FOR YOUR PAYMENT **