

Initial Application Date 10-27-11 B

Application # 1150027795
CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION
Central Permitting 108 E Front Street Lillington NC 27546 Phone (910) 893 7525 ext 2 Fax (910) 893 2793 www.harnett.org/permits

A RECORDED SURVEY MAP RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION

LANDOWNER Bridgette Bush Mailing Address PO Box 8
City Flynn State NC Zip _____ Contact No _____ Email _____

APPLICANT* SRINIVASA BADARINARAYANA Mailing Address 341, MELVIN JACKSON DR,
City CARY State NC Zip 27519 Contact No 571-214-5418 Email SRIKANTH2055@YAHOO.COM
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE _____ Phone # _____

PROPERTY LOCATION Subdivision Jac Langley Lot # 3 Lot Size 38+
State Road # 1574 State Road Name Kirk Adam Map Book & Page 2011, 155
Parcel 04 0693 0099 03 PIN 0692-67-0515000
Zoning R130 Flood Zone X Watershed NA Deed Book & Page 2011, 155 Power Company _____

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

PROPOSED USE

- SFD (Size _____) # Bedroom _____ # Bath _____ Basement(w/wo bath) NO Garage NO Deck NO Crawl Space NO Slab Y Monolithic Slab _____
(Is the bonus room finished? () yes (L) no w/ a closet? (L) yes (L) no (if yes add in with # bedrooms)
- Mod (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage _____ Site Built Deck _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes () no Any other site built additions? () yes () no
- Manufactured Home _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms _____ Garage _____ (site built?) _____ Deck _____ (site built?) _____
- Duplex (Size _____ x _____) No Buildings _____ No Bedrooms Per Unit _____
- Home Occupation # Rooms _____ Use _____ Hours of Operation _____ #Employees _____

Addition/Accessory/Other (Size 40 x 40) Use Moved House 3BR Closets in addition? () yes () no

Water Supply _____ County _____ Existing Well New Well (# of dwellings using well 2) *Must have operable water before final

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

Does owner of this tract of land own land that contains a manufactured home within five hundred feet (500) of tract listed above? () yes (L) no

Does the property contain any easements whether underground or overhead (L) yes () no

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

Required Residential Property Line Setbacks

Front	Minimum <u>35</u>	Actual <u>100+</u>
Rear	<u>25</u>	<u>100</u>
Closest Side	<u>10</u>	<u>35</u>
Sidestreet/corner lot	_____	_____
Nearest Building on same lot	_____	_____

Comments 40x40 Moved House

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON _____

Head west on E Front St

Take 2nd Right to NC 210 N/S main St (11.2 miles)

Turn Right onto Peasridge Rd (1.0 mi)

Take the 1st Right onto ~~Reyn~~ old stage Rd N

Take the 1st ~~right~~ Left onto Benson Rd.

Turn Right onto Kirk Adams Rd.

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

Srinivasa B

Signature of Owner or Owner s Agent

10/27/2011

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

B

NAME _____

APPLICATION # 1150027795

***This application to be filled out when applying for a septic system inspection ***

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED CHANGED OR THE SITE IS ALTERED THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID The permit is valid for either 60 months or without expiration depending upon documentation submitted (Complete site plan = 60 months Complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # 119859

Environmental Health New Septic System Code 800

- **All property irons must be made visible** Place pink property flags on each corner iron of lot All property lines must be clearly flagged approximately every 50 feet between corners
- Place orange house corner flags at each corner of the proposed structure Also flag driveways garages, decks out buildings, swimming pools, etc Place flags per site plan developed at/for Central Permitting
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed Inspectors should be able to walk freely around site **Do not grade property**
- **All lots to be addressed within 10 business days after confirmation \$25 00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc once lot confirmed ready**
- After preparing proposed site call the voice permitting system at 910 893 7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection Please note confirmation number given at end of recording for proof of request
- Use Click2Gov or IVR to verify results Once approved, proceed to Central Permitting for permits

Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property
- Prepare for inspection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then put lid back in place (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering outlet end call the voice permitting system at 910 893 7525 option 1 & select notification permit if multiple permits then use code 800 for Environmental Health inspection Please note confirmation number given at end of recording for proof of request
- Use Click2Gov or IVR to hear results Once approved, proceed to Central Permitting for remaining permits

SEPTIC

If applying for authorization to construct please indicate desired system type(s) can be ranked in order of preference must choose one

- Accepted Innovative Conventional Any
 Alternative Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question If the answer is 'yes', applicant **MUST ATTACH SUPPORTING DOCUMENTATION**

- YES NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future?
 YES NO Does or will the building contain any drains? Please explain _____
 YES NO Are there any existing wells springs waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any Easements or Right of Ways on this property?
 YES NO Does the site contain any existing water cable phone or underground electric lines?
 If yes please call No Cuts at 800 632-4949 to locate the lines This is a free service

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED) Squicivala B

DATE 10/27/11

DEPARTMENT OF TRANSPORTATION
 STATE OF NORTH CAROLINA
 L.P. HINES, P.E.
 3/1/11

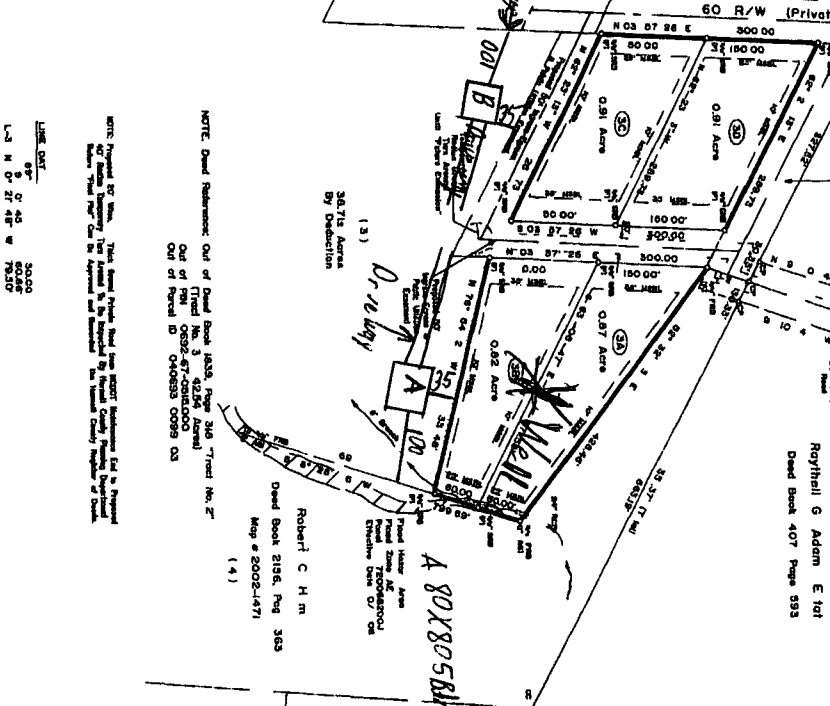
DEAD BOOK 1993 PAGE 945
 DEED C L&S gd
 DEAD BOOK 1993 PAGE 945

DEAD BOOK 1989 PAGE 167
 DEED B&K 2802
 MAP # 2002-1471
 (11)

DEAD BOOK 1989 PAGE 318
 DEED J PH M PRODUCE
 MAP # 2002-1471
 (12)

DEAD BOOK 407 PAGE 593
 DEED ROYHALL G ADAM E 1st

DEAD BOOK 2156 PAGE 363
 DEED ROBERT C H M
 MAP # 2002-1471
 (14)



NOTE: Dead Reference: Out of Dead Book 1438, Page 316 "Tract No. 2"
 (Tract No. 3 4234 Acre)
 Out of Plat OS22-47-0218-000
 Out of Plat ID 04-0653-0093 03

NOTE: Proposed 10' Easement - This Easement Shall Run 1000' Westward Line to be Proposed
 for the Proposed 10' Easement to be Proposed by the Proposed County Planning Department
 Subject to the Proposed 10' Easement to be Proposed by the Proposed County Planning Department
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MINOR SUBDIVISION
 (2433 Acres Total)
 PROPERTY OF
**JOSEPH MICHAEL PEARCE and wife,
 KIMBERLY P. PEARCE**
 GROVE TWP HARNETT COUNTY NC
 SURVEY BY JOYNER PIEDMONT SURVEYING
 105 East Caldwell Street, Suite 101, Raleigh, NC 27603
 Phone: (919) 877-1111
 FAX: (919) 877-1112
 REVISED MARCH 16, 2011

SCALE 1" = 100'
 MARCH 07 2011
 ZONE RA-30 CONSERVATION
 REVISOR MARCH 16, 2011

SITE PLAN APPROVAL **B** 40X410 3bed Moved Hous
 DISTRICT **R-30** USE
 #BEDROOMS **3** #BATHS **1** Septic Tank
 10-27-11 **J.L. Brown**
 Zoning Administrator

J. Quinn
 Title

New Well
A 80X805 Bldg STD



JOYNER PIEDMONT SURVEYING
 105 East Caldwell Street, Suite 101
 Raleigh, NC 27603
 Phone: (919) 877-1111
 FAX: (919) 877-1112

Lateral Class
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D a C L ngdon
Dead Book 1933 Page 648

Kevin Powers
Dead Book 2602
Page 117
Map # 2002-1471
(11)

Royhall G Adams E 741
Dead Book 407 Page 593

D C L ngdon
Dead Book 1933 Page 648

Japh M Pearce
Dead Book 1839
Page 318
Map # 2002-1471
(12)

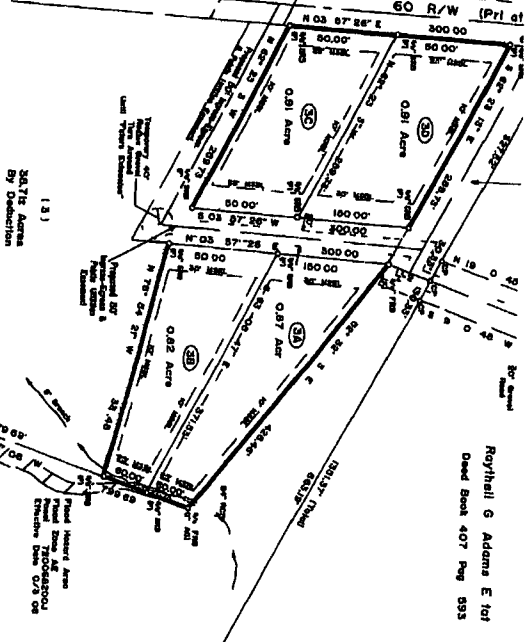
MINOR SUBDIVISION
PROPERTY OF

**JOSEPH MICHAEL PEARCE
and wife,
KIMBERLY P. PEARCE**

GROVE TWP HARNETT COUNTY NC
SURVEY BY JOYNER PIEDMONT SURVEYING

ZONE RA 30 MARCH 07 2011 SCALE 1 100
CONSENT TON

REVISION MARCH 18 2011



NOTE: Dead Reference: Out of Dead Book 1839 Page 318 (Tract No. 2)
Out of FN # 0092-47-000000
Out of Parcel ID # 040833 0039 03

Robert C Hume
Dead Book 2166 Page 383
Map # 2002-1471
(14)

NOTE: Prepared for Zone RA 30, Harnett County, North Carolina, by Joyner Piedmont Surveying, Inc. on March 07, 2011. This survey was prepared in accordance with the provisions of the North Carolina Surveying Act of 1973, as amended. The survey was prepared by a Licensed Professional Surveyor, and the accuracy of the survey is guaranteed by the Surveyor's seal and signature.



THE REGISTRAR OF DEEDS
 HARNETT COUNTY, NORTH CAROLINA
 DEED # 2011-000181-0001
 REGISTERED 12/18/2011

11
 This is to certify that the above described land is the property of Joseph Michael Pearce and Kimberly P. Pearce, as shown on the attached plat. The survey was prepared by Joyner Piedmont Surveying, Inc., a Licensed Professional Surveyor, and the accuracy of the survey is guaranteed by the Surveyor's seal and signature. The survey was prepared in accordance with the provisions of the North Carolina Surveying Act of 1973, as amended. The survey was prepared by a Licensed Professional Surveyor, and the accuracy of the survey is guaranteed by the Surveyor's seal and signature.

Adams Soil Consulting

1676 Mitchell Road
Angier, NC 27501
919-414-6761

March 11 2011
Project # 112

Mike Pearce
702 Kirk Adams Road
Angier NC 27501

RE Limited Preliminary Soil/Site evaluation for Michael Pearce (Parcel# 0692-67-0515 000)
adjacent to Kirk Adams Road in Harnett County

Mr Pearce

Adams Soil Consulting completed a soils evaluation per your request for the minor subdivision of lot #3A #3B, #3C and lot #3D adjacent to Kirk Adams Road in Harnett County. The soil/site evaluation was performed using hand auger borings, under moist soil conditions based on the criteria found in the State Subsurface Rules "15ANCAC 18A 1900 'Laws and Rules for Sewage Treatment and Disposal Systems'". The soils shown on the accompanying map for lots #3A #3B #3C & #3D are suitable for a 3-bedroom conventional type septic system and repair area for each lot. Each lot has suitable soils that consist of a sandy loam and sandy clay subsoil that can support a daily loading rate of 0.3-0.4 gallons/day/ft². The specific septic system and loading rates for each lot will be permitted by the Harnett County Health Department. Once the Harnett County Environmental Health establishes a soil loading rate for each lot, a septic system design may be required to determine the number of bedrooms and system type each lot could support. The area for the proposed septic fields shall not be impacted by home sites, pools, garages and shall not be mechanically altered from the natural lay of the land.

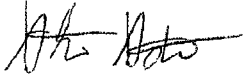
The lots will require a detailed soils evaluation by the Harnett County Health Department prior to issuance of any permits. Depending on the location and size of the proposed home, garage, pool area, etc., a septic system layout/design may be required before a permit can be issued on the above referenced lots demonstrating available space for a septic system and repair area. The accompanying soil map is preliminary in nature; no further assumptions or subdivision should be made without a more detailed evaluation.

This report discusses the location of suitable soils for subsurface wastewater disposal systems and does not guarantee any permits or approval required by the local health department. Adams Soil Consulting is a professional consulting firm specializing in soil delineations and design for on-site wastewater disposal systems. The rules governing on-site wastewater disposal systems are complex and the interpretation of the rules is based upon the judgment of regulators (state and county level). Due to the subjective nature of the permitting process and the variability of naturally occurring soils, Adams Soil Consulting cannot guarantee that areas delineated as suitable for on-site wastewater disposal systems will be permitted by the governing agencies.

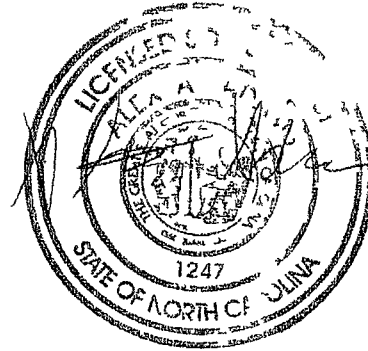
These permitting considerations should be taken into account before a financial commitment is made on a tract of land

Please give me a call if you have any questions

Sincerely,



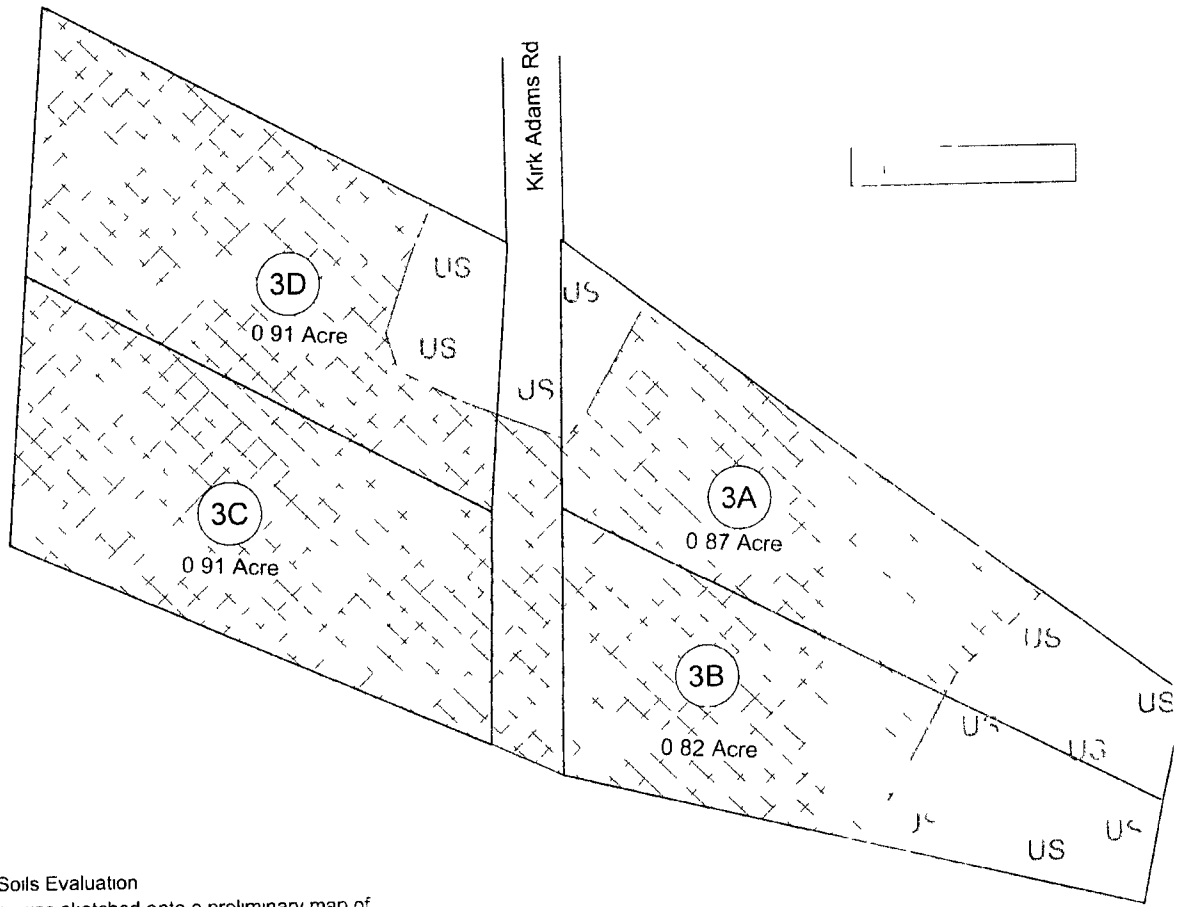
Alex Adams
NC Licensed Soil Scientist #1247
Encl Soils Map



13 MAR 11

Preliminary Soils Evaluation

Joseph Michael Pearce
 Approximately 3.6-acres
 Harnett County



Preliminary Soils Evaluation
 Soil boundary was sketched onto a preliminary map of
 the property supplied by the client's surveyor
 Not a Survey

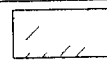
- Septic system setbacks listed below for new lots
- 1) 10' from property lines
 - 2) 100' from wells for primary and repair systems
 - 3) 50' from surface waters (streams ponds lakes)

Any mechanical disturbances such as grading cutting and filling
 of the suitable soil areas can render areas unsuitable for future septic systems

See accompanying report for additional information

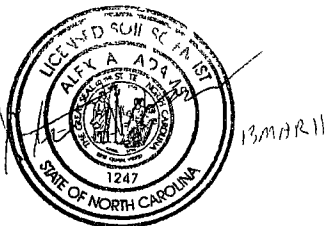
Due to Soil Variability Adams soil consulting cannot guarantee that the areas
 shown as suitable will be permitted by the local Health Department

Legend



Areas containing soils with 30 inches or
 more of suitable material and have potential
 for conventional modified conventional LPP
 or ultra-shallow conventional septic systems.
 There may be inclusion of soils 24-29 inches
 a restricted horizon that will have potential for
 LPP septic systems

US Un suitable soil



GRAPHIC SCALE
 1" = 100'



Adam
 Soil Con
 919-414
 Project #

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 SRINIVASA BADARINARAYANA
Mailing Address 341 MELVIN JACKSON DR, CARY, NC-27519
Buyer Fax # Buyer E-mail

SELLER NOTICE ADDRESS
Mailing Address
Seller Fax # Seller E mail

SELLING AGENT NOTICE ADDRESS
Firm Name Estrem Properties, Inc
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address 205 Vista Grande Dr Morrisville NC-27560
Individual Selling Agent
 Acting as a Designated Dual Agent (check only if applicable)
License # 231461
Selling Agent Phone # 919 332 6991
Selling Agent Fax #
Selling Agent E mail dca321@hotmail.com

LISTING AGENT NOTICE ADDRESS
Firm Name
Acting as Seller's Agent Dual Agent
Mailing Address
Individual Listing Agent
 Acting as a Designated Dual Agent (check only if applicable)
License #
Listing Agent Phone #
Listing Agent Fax #
Listing Agent E mail

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

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

Date 9-27-11 Firm Johnson Properties
By [Signature] (Signature)
(Print name)

appropriate

16 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed

17 **ENTIRE AGREEMENT** This Contract contains the entire agreement of the parties and there are no representations inducements or other provisions other than those expressed herein. All changes additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement buyer agency agreement, or any other agency agreement between them.

18 **NOTICE** Any notice or communication to be given to a party herein may be given to the party or to such party's agent Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address e mail address or fax number set forth in the "Notice Information" section below Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer

19 **EXECUTION** This Contract may be signed in multiple originals or counterparts all of which together constitute one and the same instrument and the parties adopt as their seals the word "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

This offer shall become a binding contract on the effective Date

BUYER *[Signature]* DATE 9/26/2011 (SEAL)

SELLER *Fidelity Bank*
By: [Signature], SVP DATE 9/26/11 (SEAL)

(l) **Seller's Failure to Comply or Breach** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract and Buyer elects to terminate this Contract as a result of such failure or breach then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. 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 proceeding.

7 PRORATIONS AND ADJUSTMENTS Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement

- (a) **Taxes on Real Property** Ad valorem taxes 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
- (c) **Dues:** Owners association regular assessments (dues) and other like charges

8 CONDITION OF PROPERTY AT CLOSING The Property must be in substantially the same or better condition at Closing as on the date of this offer reasonable wear and tear excepted

9 RISK OF LOSS The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract Buyer shall be entitled to receive in addition to the Property any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10 DELAY IN SETTLEMENT/CLOSING Absent agreement to the contrary in this Contract or any subsequent modification thereto if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party ") and if the other party is ready willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party ") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and settlement agent and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date or to further extend the Settlement Date by written agreement then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11 POSSESSION Unless otherwise provided herein possession shall be delivered at Closing. No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12 OTHER PROVISIONS AND CONDITIONS CHECK ALL STANDARD 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 OR CONTINGENCIES TO THIS CONTRACT

- Additional Provisions Addendum (Form 2A11 T)
- Back Up Contract Addendum (Form 2A1 T)
- Contingent Sale Addendum (Form 2A2 T)
- OTHER
- Loan Assumption Addendum (Form 2A6 T)
- Owners' Association Disclosure And Addendum (Form 2A12 T)
- Seller Financing Addendum (Form 2A5 T)
- Short Sale Addendum (Form 2A14 T)

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.

TAX DEFERRED EXCHANGE In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property Buyer and Seller agree to cooperate in effecting such exchange provided however that the exchanging party shall be responsible for all additional costs associated with such exchange and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents including assignment of this Contract in connection therewith, at no cost to the non-exchanging party as shall be required to give effect to this provision.

15 PARTIES This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein words in the singular include the plural and the masculine includes the feminine and neuter genders as

Improvement Permit attached hereto has been installed which representation survives Closing, but makes no further representations as to the system.

(c) 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)

6 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 to Buyer a Special 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

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 Sam Baker and/or assignee

(h) Agreement to Pay Buyer Expenses Seller shall pay at Settlement \$ NA 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, origination fees appraisal fees, attorney's fees inspection fees and pre-paid (taxes insurance owners association dues etc)

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

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

(k) Owners Association Disclosure and Addendum (Standard Form 2A12 T) If applicable Seller shall provide the completed Owners Association Disclosure and Addendum to Buyer on or before the Effective Date

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 shall 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 terms of this Contract or North Carolina law

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

3 BUYER REPRESENTATIONS

(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: Conventional Other NA loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s) at an initial interest rate not to exceed _____ % per annum (the Loan)

NOTE 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 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 (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 has owned the Property for at least one year has owned the Property for less than one year does not yet own the Property

Sold "As Is" "No Warranty" AW

(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) _____

(c) Owners Association(s) and Dues To best of Seller knowledge ownership of the Property subjects does not subject Buyer to regulation by one or more owners association(s) and governing documents which impose various mandatory covenants conditions and restrictions upon the Property and Buyer's enjoyment thereof including but not limited to obligations to pay regular assessments (dues) and Special Assessments If there is an owners' association then an Owners Association Disclosure and Addendum (Standard Form 2A12 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

the settlement agent is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing)

(n) **Special Assessments** A charge against the Property by a governmental authority in addition to ad valorem taxes 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.

Sold "As Is" No Warranty *Jan*

2. **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:

- (i) **Soil Utilities And Environmental** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System** Any applicable investigation(s) to determine: (1) the condition of an existing 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.
- (iv) **Review of Documents** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association Disclosure And Addendum (Standard Form 2A12 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.

(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 the 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.

(c) **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 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) Johnson Properties

(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 is holding the Earnest Money Deposit the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.)

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE 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 Sep 30th 2011 **TIME BEING OF THE ESSENCE** with regard to said date.

(k) **Settlement** The proper execution and delivery to the settlement agent of all documents necessary to complete the transaction contemplated by this Contract including the deed, settlement statement, deed of trust and other loan or conveyance documents and the settlement agent's receipt of all funds necessary to complete such transaction.

(l) **Settlement Date** The parties agree that Settlement will take place on Oct 31 2011 (the Settlement Date) unless otherwise agreed in writing at a time and place designated by Buyer.

(m) **Closing** The legal process which results in the transfer of title to the Property from Seller to Buyer. Closing includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the settlement agent's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust if any which shall take place as soon as reasonably possible for the settlement agent after Settlement. Upon such recordation of the deed(s) and deed(s) of trust if any Closing shall be deemed completed and the proceeds of sale shall be disbursed by the settlement agent in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects or if

Johnson Prop Realtors & Auct
PO Box 310
Angier, NC 27501
Phone 919 639 2231, Fax 919-639 6981

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

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

1 TERMS AND DEFINITIONS The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) Seller Efidelity Bank

(b) Buyer Saim Badasi

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

Street Address _____ Zip _____
 City _____ North Carolina
 County _____
 (NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description (Complete ALL applicable)
 Plat Reference Lot/Unit _____ Block/Section _____ Subdivision/Condominium 2002 at Page(s) 1471
 as shown on Plat Book/Slide 0692-62-0515 000

The PIN/PID or other identification number of the Property is _____
 Other description Truck 3 - 38.71 Acres also containing Trucks 3A-2D

Some or all of the Property may be described in Deed Book 1439 at Page 318
containing 3.49 Acres Total 42.2 Acres

[Handwritten initials]

(d) Purchase Price
 \$ 125,000.00 paid in U.S. Dollars upon the following terms
 \$ 3,000.00 BY DUE DILIGENCE FEE made payable to Seller by the Effective Date
 \$ _____ BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer
 \$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than 9-20-09 **TIME BEING OF THE ESSENCE** with regard to said date
 \$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T)
 \$ 122,000.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

[Handwritten initials]

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 good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.