

Initial Application Date: 7/14/06

Application # 0650015365

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Robert Sapp Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

APPLICANT: Brian Johnson Builders Inc Mailing Address: 635 Chisenhall

City: Angier State: NC Zip: 27501 Phone #: 639 3714

PROPERTY LOCATION: SR #: 1450 SR Name: Hidden Valley Drive

Address: 49 Hidden Valley Dr Holly Springs NC 27540

Parcel: 050626 0038 09 PIN: 0625 33 7551 000

Zoning: RA 30 Subdivision: Hidden Valley OTD #: 4 Lot Size: 1.019c

Flood Plain: X Panel: 10 Watershed: NA Deed Book/Page: 021430938 Plat Book/Page: F/467C

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: From Lillington take 401 to Esquey Varina I/E on Piny Grove/Pawls Rd go to 42 Hwy. T/k on Hwy 42 go 5 miles T/k on Ball Rd go 1/4 mile Sub down on Right T/R into Sud lot 4 is First one on left.

PROPOSED USE:

SFD (Size 35x40) # Bedrooms 3 # Baths 2 Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_ Crawl Space / Slab \_\_\_\_\_

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

Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_

Number of persons per household Spec

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

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

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

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

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

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

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

Other \_\_\_\_\_

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

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

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

Erosion & Sedimentation Control Plan Required? YES  NO

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES  NO

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

Required Residential Property Line Setbacks:	Minimum	Actual
Front	<u>35</u>	<u>40</u>
Rear	<u>25</u>	<u>50</u>
Side	<u>10</u>	<u>150</u>
Corner	<u>20</u>	_____
Nearest Building	<u>10</u>	_____

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

Brian Johnson  
Signature of Owner or Owner's Agent

7/14/06  
Date

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

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

S.R. 1450 Ball Road

SITE PLAN APPROVAL

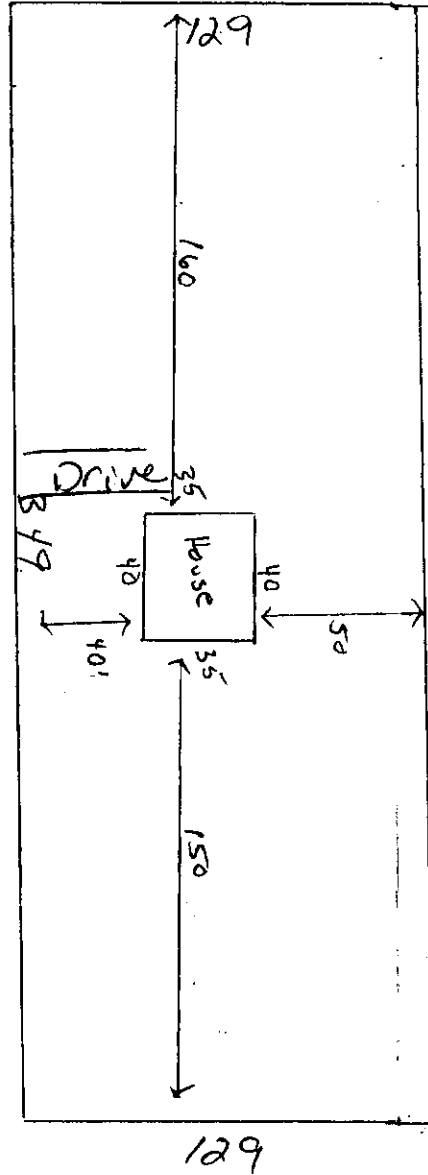
DISTRICT RA30 USE SFD

#BEDROOMS 3

Date 7/14/06

  
Zoning Administrator

Hidden Valley Drive



9=66

**Harnett County Planning Department**PO Box 65, Lillington, NC 27546  
910-893-75270650015366 Environmental Health New Septic Systems Test**Environmental Health Code** 800

- Place "property flags" in each corner of lot. All property lines must be clearly flagged.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- *No grading of property should be done.* Undergrowth should be cleaned out to allow soil evaluation to be performed. Inspectors should be able to walk freely.
- After preparing proposed site call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

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

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

 Health and Sanitation Inspections**Health and Sanitation Plan Review** **826**

- After submitting plans for food and lodging, call the voice permitting system at 910-893-7527 and give code **826** for Health and Sanitation confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

 Fire Marshal Inspections**Fire Marshall Plan Review Code** **804**

- Call the voice permitting system at 910-893-7527 and give code **804** for plan review. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx 7-10 working days. Once approved, proceed to Central Permitting for permits.
- Pick up Fire Marshal's letter and place on job site until work is completed.

 Public Utilities

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

 Building Inspections

- Call the voice permitting system at 910-893-7527 to schedule inspections. Please note confirmation number given at end of recording for proof of request.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to calling for final inspection.
- To hear results of inspections, call IVR after scheduled inspection is done.

 E911 Addressing**Addressing Confirmation Code** **814**

- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7527 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation.

 **Customers can view all inspection results online at [www.harnett.org](http://www.harnett.org).**Applicant Signature:  Date: 7/14/06

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

Brian Johnson Builder, Inc., as Buyer,  
 hereby offers to purchase and Robert Sapp, as Seller,  
 upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of Holly Springs, County of Harnett, State of North Carolina, being known as and more particularly described as:  
 Street Address 49 Hidden Valley Dr. Zip 27540  
 Subdivision Name Hidden Valley  
 Plat Reference: Lot 4, Block or Section \_\_\_\_\_ as shown on  
 Plat Book or Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_ (Property acquired by Seller in Deed Book 2005 at Page 10/12).

**NOTE:** Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

**2. PURCHASE PRICE:** The purchase price is \$ 25,000.00 and shall be paid as follows:  
 (a) \$ \_\_\_\_\_, EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check

certified check  other: \_\_\_\_\_ to be deposited and held in escrow by \_\_\_\_\_ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ \_\_\_\_\_, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than \_\_\_\_\_, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ \_\_\_\_\_, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ \_\_\_\_\_, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ \_\_\_\_\_, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 25,000, BALANCE of the purchase price in cash at Closing.

**3. CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a  Conventional  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of Constr. Loan for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed 9.5% per annum, with mortgage loan discount points not to exceed \_\_\_\_\_% of the loan amount. Buyer shall apply for said loan within \_\_\_\_\_ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before July 31, 2006 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.



This form jointly approved by:  
 North Carolina Bar Association  
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12 - T  
 © 7/2005

Buyer Initials BJ Seller Initials RS

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes ("Intended Use").
- (c) 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.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: none, if any seller to pay

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none, if any seller to pay

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0 per 0.

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

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

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

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before Aug 15, 2006 at a place designated by Buyer. The deed is to be made to Brian Johnson, Builder, Inc

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

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

Buyer Initials ABS Seller Initials BJ

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

**ALTERNATIVE 1:**

(a) **Soil, Water, Utilities And Environmental Contingency:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by July 31, 2006 that this condition cannot be satisfied, time being of the essence.

(b) **Sewer System (check only ONE):**

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by \_\_\_\_\_ that this condition cannot be satisfied, time being of the essence.

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE)  conventional or  other gravity flow ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than N/A, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by July 31, 2006 that this condition cannot be satisfied, time being of the essence.

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

(c) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before July 31, 2006. The cost of the appraisal shall be borne by Buyer.

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

**ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)**

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on \_\_\_\_\_, 20\_\_\_\_, time being of the essence (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, time being of the essence, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

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

Buyer Initials BS \_\_\_\_\_ Seller Initials RJ \_\_\_\_\_

12. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

13. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) \* Josee Smith a developer approves the plan

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

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

16. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. **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.

18. **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.

19. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

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

Date: 7/9/06  
Buyer: [Signature] (SEAL)  
Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_ (SEAL)  
Date: 7-9-06  
Seller: [Signature] (SEAL)  
Date: \_\_\_\_\_  
Seller: \_\_\_\_\_ (SEAL)

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

Date: \_\_\_\_\_ Firm: \_\_\_\_\_  
By: \_\_\_\_\_ (Signature)

Selling Agent/Firm/Phone \_\_\_\_\_  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Listing Agent/Firm/Phone SA by owner & [Signature]  
Acting as  Seller's (sub)Agent  Dual Agent

FOR SALE BY OWNER DISCLOSURE AND FEE AGREEMENT  
(Selling Agent Represents the Buyer)

This Agreement is entered into on (Date) \_\_\_\_\_, by and between  
Robert Sapp as "Owner(s)", and  
C21 BMK (Firm Name)  
\_\_\_\_\_, (Associate) as "Broker".

RECITALS:  
A. Owner is the owner/seller of property commonly known as Robert represents himself,  
Lot 4 49 Hidden Valley  
#8 (the "Property").

B. Owner is endeavoring to sell the Property without the assistance of a licensed real estate agent; however, Broker has a Buyer/Client, \_\_\_\_\_ who would like to see the Property.

C. If Owner sells the Property to Broker's Buyer/Client, Owner agrees to pay Broker a fee of \_\_\_\_\_

D. THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

Accordingly, the parties agree as follows:

1. FEE. If Owner enters into a contract to sell the Property to Broker's Buyer/Client at any time within -0- from the date of Owner's signing this Agreement, Owner shall pay the fee to the Broker at closing. HOWEVER, if, prior to the expiration of this Agreement, Owner enters into a valid listing agreement with another real estate firm, Owner shall NOT be obligated to pay such fee if the listing firm offers compensation to Broker through a multiple listing service or otherwise.

2. BUYER AGENCY. Owner acknowledges that Broker is the agent representing Buyer/Client with respect to the Property. As the agent of Buyer/Client, the Broker has the duty to act on behalf of the Buyer/Client, and will not be acting on behalf of Owner. This duty requires that all information regarding this transaction given to the Broker by Owner be disclosed to Buyer/Client. For example, if Owner discloses to Broker that Owner is compelled by outside circumstances to sell by a certain date, or that Owner is prepared to lower the price, the Broker would be required to disclose this information to Buyer/Client. Please keep this in mind when communicating with Broker. By signing this Agreement, Owner acknowledges that this Buyer/Client agency relationship has been previously orally disclosed to Owner when Broker first discussed an appointment to show Property to Buyer/Client.

**DO NOT SIGN THIS FORM UNTIL YOU HAVE RECEIVED AND READ THE "WORKING WITH REAL ESTATE AGENTS" BROCHURE**

Owner and Broker each acknowledge receipt of a signed copy of this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

OWNER(S): [Signature]  
Date: 7-9-06

BROKER (FIRM): C21 BMK  
By: [Signature]  
Date: 7/9/06

