

SCANNED

5-27-09
DATE

Initial Application Date: 05-26-09

Application # 0950022161

CU#

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: Tommy L & V STAMBRO Mailing Address: P.O. Box 655

City: SNEADS FERRY State: NC Zip: 28460 Home #: Contact #:

APPLICANT: BENNY JOE SEARS JR. Mailing Address: 5951 COXESBURY RD

City: FLOQUAY-VARINA State: NC Zip: 27526 Home #: 919 557 2207 Contact #: 919 449 7389

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: BENNY JOE SEARS JR Phone #: 919 449 7389

PROPERTY LOCATION: Subdivision w/phase or section: Captain's Landing Lot #: 17 Lot Acreage: 1

State Road #: 1418 State Road Name: River Rd Map Book & Page: 615

Parcel: 05 0613 0024 PIN: 0613-42-8163.000

Zoning: RA 30 Flood Zone: AE Watershed: N/A Deed Book & Page: 0TP Power Company: Prog Energy

*New homes with Progress Energy as service provider need to supply premise number from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 401 N to Christian Light Rd
Left on ~~Coxesbury~~ COXESBURY RD LEFT ON RIVER RD
RIGHT INTO CAPTAIN'S LANDING SUBDIVISION
END OF NATCHEZ TRACE CORNER OF NATCHEZ & BAY ST LOT ON RIGHT

PROPOSED USE:

- SFD (Size 30 x 60) # Bedrooms 3 # Baths 2 Basement (w/wo bath) Garage Deck Circle: Crawl Space / Slab
(Is the bonus room finished? ___ w/ a closet ___ if so add in with # bedrooms)
- Mod (Size ___ x ___) # Bedrooms ___ # Baths ___ Basement (w/wo bath) ___ Garage ___ Site Built Deck ___ ON Frame / OFF
(Is the second floor finished? ___ Any other site built additions? ___)
- Manufactured Home: ___ SW ___ DW ___ TW (Size ___ x ___) # Bedrooms ___ Garage ___ (site built? ___) Deck ___ (site built? ___)
- Duplex (Size ___ x ___) No. Buildings ___ No. Bedrooms/Unit ___
- Home Occupation # Rooms ___ Use ___ Hours of Operation: ___ #Employees ___
- Addition/Accessory/Other (Size ___ x ___) Use ___ Closets in addition (___)yes (___)no

Water Supply: County Well (No. dwellings ___) MUST have operable water before final

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

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 (existing & proposed): Stick Built/Modular Manufactured Homes Other (specify) ___

Required Residential Property Line Setbacks:

	Minimum	Actual
Front	35	35
Rear	25	33
Closest Side	10	56

Comments: *Before Build Permits Under Must Submit Flood Elevation Cert 5-26-09 VOB
* Engineer Study *

Sidestreet/corner lot _____
Nearest Building _____ on same lot _____

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.

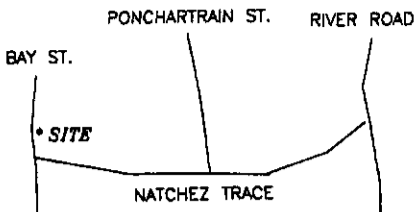
Signature of Owner or Owner's Agent

Date 05/26/09

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

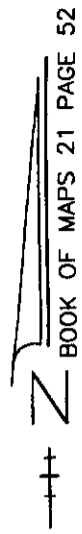
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Please use Blue or Black Ink ONLY

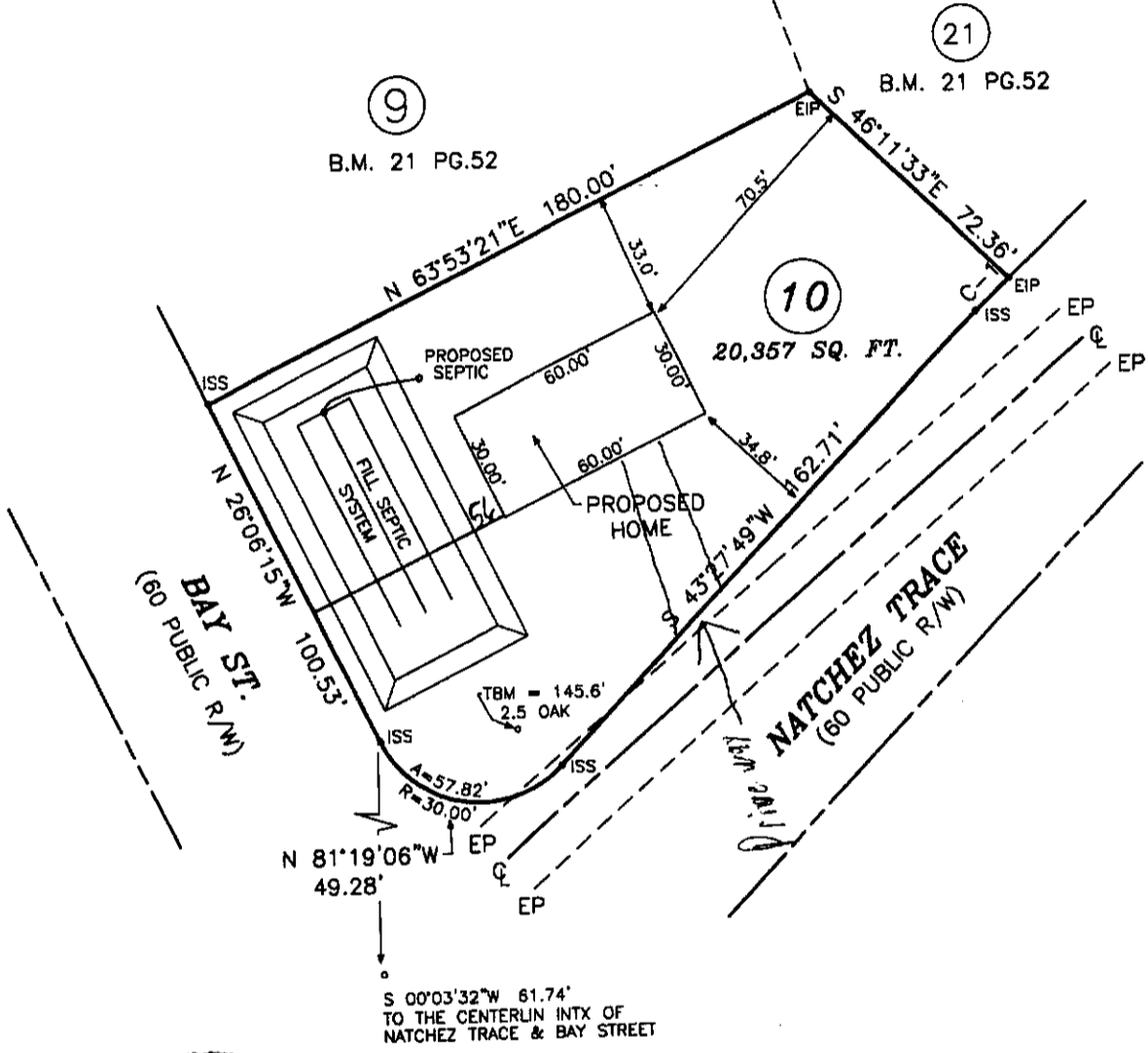


VICINITY MAP (NTS)

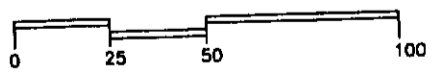
NOTES/LEGEND
 THIS LOT DOES LIE IN A FLOODWAY AREA, ZONE AE, PER FEMA MAP #3720060200J, EFFECTIVE DATE OCTOBER 3, 2006
 EIP = EXISTING IRON PIPE
 ISS = IRON STAKE SET
 CL = CENTERLINE
 EP = EDGE OF PAVEMENT AREA BY COORDINATES
 BFE - ELEV. - 145.6'



CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C-1	2084.96'	12.53'	0°20'40"	12.53'	S 45°44'42"W



PROPOSED PLOT PLAN FOR:
JOE SEARS
 LOT 10 CAPTAINS LANDING BLK 5
 HARNETT COUNTY NORTH CAROLINA
 BOOK OF MAP 21 PAGE 52
 PIN #0613-42-8163
 SCLAE: 1" = 50' MAT 19, 2009



I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1: 10,000± THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK MAP 21 PAGE 52; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS. PER G.S. 47-30 AS AMMENDED. LICENCE NUMBER AND SIGN THIS 22ND DAY OF MAY 2009.

Benton W. Dewar
 PROFESSIONAL LAND SURVEYOR L-3040

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

THIS PLAT IS OF A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND THAT IS REGULATED BY A COUNTY OR MUNICIPALITY ORDINANCE THAT REGULATES PARCELS OF LAND.

09-57s
 10CAPTLN\09\650

NAME: _____

APPLICATION #: 0950022160

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 # 100031

- (1) **Environmental Health New Septic System** Code 800
 - 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.**
 - Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
 - 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.
- (1) **Environmental Health Existing Tank Inspections** Code 800
 - Follow above instructions for placing flags and card on property.
 - 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 910-893-7525 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)

05/26/09
DATE

C-21 Becky Medlin Realty
407 N Judd Parkway NE
Fuquay-Varina, NC 27526
Phone: 919-552-4517, Fax: 919-552-7800

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 (Form 2-T) with the New Construction Addendum (Form 2A3-T).

Bennig Joe Sears, Jr.

as Buyer, hereby offers to purchase and

Jemmy L. Stambro
Stambro

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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Harnett County, State of North Carolina, being

known as and more particularly described as:

Address: Street Bay Street

City: Fuquay-Varina Zip 27526

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Local Description: Lot 10 Block 5 Captains Landing

Subdivision Name Captains Landing

Plat Reference: Lot 10, Block or Section 5 as shown on

Plat Book or Slide 21 at Page(s) 52 (Property acquired by Seller in Deed Book _____ at Page _____).

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. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract and include it as an addendum herein.

2. PURCHASE PRICE: The purchase price is \$ 4,500 and shall be paid in U.S. Dollars. 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, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 100.00 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check

certified check other: None to be deposited and held in escrow by Realty World - J.E. Winters & Associates ("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 herein 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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest

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PREPARED BY: Becky Medlin, Broker in Charge
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Buyer Initial: JS

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Seller Initial: JS

money 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, 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 ANY EARNEST MONIES DEPOSITED BY BUYER 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.

- (b) \$ N/A, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ N/A, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ N/A, 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) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 3900 4,400 BALANCE of the purchase price in cash at Closing.

3. LOAN CONDITION:

(a) Loan. Buyer's performance is contingent upon Buyer's ability to obtain a Conventional Other: N/A loan at a Fixed Rate Adjustable Rate in the principal amount of N/A for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed 0.125 % and with loan origination fee not to exceed N/A % of the loan amount ("Loan").

(b) Loan Obligations: The Buyer agrees to:
(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within N/A days after the Effective Date;

(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.
If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received other written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. Buyer further agrees to:

(iii) Pursue qualification for and approval of the Loan diligently and in good faith;
(iv) Continually and promptly provide requested documentation to lender.

(c) Buyer's Right to Terminate: If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within N/A days after the Effective Date (or any agreed-upon written extension of this deadline) TIME BEING OF THE ESSENCE, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

4. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

- To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
- To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

5. OTHER CONDITIONS:

(a) 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").

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Buyer Initials: [Signature]

Seller Initials: [Signature] Page 2 of 7

- (b) 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.
- (c) 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, even if the Loan Condition has been waived as provided in paragraph 3.

If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before Closing.

- (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.

6. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. 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: (insert "None" or the identification of such assessments, if any): none

Unless otherwise agreed, 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 disclosed by Seller herein, if any.

7. 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 \$ 30.00 per year. Unless otherwise agreed, Buyer shall pay any fees required for obtaining 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.

8. EXPENSES: Unless otherwise agreed, 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 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 \$ none 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.

9. 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.

10. 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.

11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before June 19, 2009 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Benny Joe Sears, Jr.

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to

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PREPARED BY: Bucky Medlin, Broker in Charge

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Buyer Initials [Signature]

Seller Initials [Signature]

the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

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

12. **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. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Soil, 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 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 _____ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

(b) **Septic/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 Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional ~~new~~ other Septic System ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than June 19, 2009, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by June 19, 2009 (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

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

(c) **Water (check only ONE):**

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community water system or shared private well.

Buyer has investigated the costs and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby approves and accepts said Construction Permit.

Seller represents that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. With respect to wells installed after July 1, 2008, Buyer acknowledges receipt of the County Health Department's Certificate of Completion 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 well. If the well 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 Seller ("Responsible Party") obtaining a Construction Permit from the County Health Department ("County") for a private drinking water well. All costs and expenses of obtaining such Permit, including but not limited to any required survey, shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use best efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to

21. 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.

22. 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. 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 Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and 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. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

23. 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.

Buyer has has not 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.

BUYER *Bonnie Seap* DATE 4/19/09 (SEAL)

BUYER _____ DATE _____ (SEAL)

SELLER *Jenny Steads* DATE 4/22/09 (SEAL)

SELLER *Kira Steads* DATE 4/22/09 (SEAL)

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS: Mailing Address: _____

Buyer Fax#: _____ Buyer E-Mail Address: _____

SELLER NOTICE ADDRESS: Mailing Address: _____

Seller Fax#: _____ Seller E-Mail Address: _____

SELLING AGENT NOTICE ADDRESS: Individual Selling Agent *Jenny Sears*

LISTING AGENT NOTICE ADDRESS: Individual Listing Agent *Ted Cummings*

License #: 137483
 Firm Name: Century 21 Becky Medlin Realty
 Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
 Mailing Address: 487 N. Judd Pkwy NE
Floyd - Davida NC 27526
 Selling Agent Fax#: 919-552-7800
 Selling Agent E-mail Address: cm21scars@aol.com
 Selling Agent Phone#: 919-552-4517

License #: _____
 Firm Name: _____
 Acting as Seller's (sub) Agent Dual Agent
 Mailing Address: _____
 Listing Agent Fax#: _____
 Listing Agent E-mail Address: _____
 Listing Agent Phone#: _____

ESCROW ACKNOWLEDGMENT

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

Date: 4-22-09

Firm: Realty World JE Worth & Sons
Fred Cummings
 By: Jonny Steuber Vice President
 (Signature)