

Initial Application Date: 6/10/09

Application # 0950022276

COUNTY OF HARNETT LAND USE APPLICATION

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

LANDOWNER: Weaver Development Co. Inc Mailing Address: P.O. Box 53786

City: Fayetteville State: NC Zip: 28305 Home #: 910 630 2100 Contact #: 910 578 3424

APPLICANT: Bain Edgar R & David F McRae Mailing Address: 65 Bain St

City: Lillington State: NC Zip: 27546 Home #: _____ Contact #: _____

PROPERTY LOCATION: State Road #: old 421 State Road Name: Brace ~~DRIVE~~ DRIVE

Parcel: 130630001421 PIN: 063084-4151-000

Zoning: RA30 Subdivision: Ross McCrae Brae Lot #: 20 Lot Size: 1.62 AC.

Flood Plain: X Panel: _____ Watershed: X/IV Deed Book/Page: OTF Plat Book/Page: 2007/72

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: old 421 to Brace ~~DRIVE~~ DRIVE

PROPOSED USE:

- SFD (Size 10x53) # Bedrooms 4 # Baths 2.5 Basement (w/wo bath) _____ Garage 120 ^{sq. ft.} Deck _____ Crawl Space / Slab
- Modular: On frame Off frame (Size x) # Bedrooms # Baths Garage (site built?) Deck (site built?)
- Multi-Family Dwelling No. Units No. Bedrooms/Unit
- Manufactured Home: SW DW TW (Size x) # Bedrooms Garage (site built?) Deck (site built?)
- Business Sq. Ft. Retail Space Type # Employees Hours of Operation:
- Industry Sq. Ft. Type # Employees Hours of Operation:
- Church Seating Capacity # Bathrooms Kitchen
- Home Occupation (Size x) # Rooms Use Hours of Operation:
- Accessory/Other (Size x) Use
- Addition to Existing Building (Size x) Use Closets in addition () yes () no

Water Supply: County () Well (No. dwellings) () Other

Sewage Supply: New Septic Tank (Must fill out New Tank Checklist) () Existing Septic Tank () County Sewer () Other

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) Future Pool

Required Residential Property Line Setbacks: Comments:

Front	Minimum	35	Actual	<u>76</u>
Rear	25			<u>37.6</u>
Side	10			<u>32.8</u>
Sidestreet/corner lot	20			
Nearest Building on same lot	10			

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 of plans submitted. I hereby state that the foregoing statements are accurate and correct to the best of my knowledge. This permit is subject to revocation if false information is provided on this form.

[Signature]
Signature of Owner or Owner's Agent

6/10/09
Date

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

OWNER NAME: Weaver Development Co. Inc APPLICATION #: 22276

This application to be filled out only when applying for a new septic system.

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)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes no unknown

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
- Alternative Other
- Conventional Any

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 Does the site contain any existing Wastewater Systems?
- 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? (Sign Easement)
- 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.

[Signature]
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6/10/09
DATE

Jun. 11. 2009 2:27PM

C-21 Weaver & Associates #1
3811 Sycamore Dairy Road
Fayetteville, NC, 28303
Phone: 910-433-0777, Fax: 910-433-0977

No. 6140 P. 1

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 120) 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).

Weaver Development Company INC.

as Buyer hereby offers to purchase and
DAVID F MERRAE
EDGAR BAIN AND FAYE BAIN.

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 (Lillington) Harnett County, State of North Carolina, being known as and more particularly described as:
Address: Street LOT 20 (ROSS MERRAE BRAE) Brae Drive
City: LILLINGTON Zip 27546

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

Legal Description: LOT 20
Subdivision Name ROSS MERRAE BRAE
Plat Reference: Lot 20, Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____ (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 hereto.

2. **PURCHASE PRICE:** The purchase price is \$ 40000. 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) \$ 1000, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other Cashier's Check to be deposited and held in escrow by BAIN BUZZARD & MERRAE ("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, a licensed



Buyer Initials DMF

Page 1 of 1
Seller Initials EB

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- (a) There must be no ordinance, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for single family residential purposes ("Intended Use").
- (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 JA

- (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 as follows: at Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be the 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 levied by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable as of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governmental 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, Buyer 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. PROBATION AND PRORATIONS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid by Buyer at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All 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 association dues, if any, are \$ JA per N/A. Unless otherwise agreed, Buyer shall pay any fee 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 by 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; recording the deed and for preparation and recording of all instruments required to secure the balance of the loan. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ N/A associated with the purchase of the Property, including any FHA/VA lender and inspection costs that 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 policy, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes and previously representing Seller to release and disclose any title insurance policy in such attorney's file and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all records in the 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 MATERIALS: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials furnished to the Property within 120 days prior to the date of Closing have been paid for and are not the responsibility of 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 20 JUNE 09. Seller shall prepare and execute any and all documents and papers necessary in connection with Closing and transfer of the Property at the time and time designated by Buyer. The deed is to be made to Development Company, Inc.

Jun. 11. 2009 2:28PM

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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 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 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 substantial work may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY 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 Best Effort 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 N/A that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

ALTERNATIVE 2

(b) Septic Sewer System: Buyer has investigated and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby accepts said improvement Permit. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the condition of the system. Buyer shall have the option of inspecting or obtaining a written evaluation, 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 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 N/A that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

ALTERNATIVE 3

(c) Water Well: Buyer has investigated and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby accepts said Construction Permit. Seller represents that the drinking water well has been installed, which representation survives Closing, but makes no further representations as to the condition of the well. Buyer shall have the option of inspecting or obtaining a written evaluation, 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 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 N/A that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

ALTERNATIVE 4

(d) Sewer and Water Connections: Buyer has investigated and expenses to connect to a public or community sewer system. Seller represents that the availability, costs and expenses to connect to a public or community water system or

ALTERNATIVE 5

(e) Drinking Water Well: Buyer has investigated and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby accepts said Construction Permit. Seller represents that the drinking water well has been installed, which representation survives Closing, but makes no further representations as to the condition of the well. Buyer shall have the option of inspecting or obtaining a written evaluation, 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 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 N/A that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

ALTERNATIVE 6

(f) Drinking Water Well: Buyer has investigated and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby accepts said Construction Permit. Seller represents that the drinking water well has been installed, which representation survives Closing, but makes no further representations as to the condition of the well. Buyer shall have the option of inspecting or obtaining a written evaluation, 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 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 N/A that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

This form jointly prepared by
PREPARED BY:
STANDARD FORM 107
RealPACTS
Buyer Initials: [Signature]

North Carolina Association of REALTORS®, Inc.
Registered Office Manager, C-21 Weaver & Associates #1

Seller Initials: [Signature]

required survey, shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____, shall be responsible for clearing the title of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use _____ efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by _____ (his), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

(d) CLOSING SHALL BE THE 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 Investigator (not Escrow Agent) and other persons shall have the right to terminate this Contract by delivering to Seller written notice (the "Termination Notice") by 5:00 p.m. on _____, TIME BEING OF THE ESSENCE (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property and be advised to have all inspections of the Property, including but not limited to those listed on the Option Termination Data.

(b) Exercise of Option: If Buyer exercises the Option, this contract shall be binding and void and all earnest monies received in connection herewith shall be refunded to Buyer; if Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, TIME BEING OF THE ESSENCE, Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date. Such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 3, 4 or 5 above. The Option Fee shall not be part of any earnest monies, and will be credited to the purchase price at Closing.

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

14. RIGHT OF ENTRY: Seller and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, which shall arise out of the exercise of this right. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or expenses, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors. This indemnity shall survive this contract and any termination hereof, but Buyer shall not be liable for any loss or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful or wanton conduct.

15. OTHER PROVISIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (IN NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.)

- Additional Provisions (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A13-T)
- Contingent Sale Addendum (Form 2A14-T)
- FHA/VA Financing Addendum (Form 2A15-T)
- OTHER: _____
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)

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

17. ASSIGNMENT: This contract shall not be assigned without the written consent of all parties, but if assigned by agreement, then the assignee shall be bound by the terms hereof and his heirs and successors.

18. TAX-DEFERRED EXCHANGE: If in any 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 be liable with respect to such tax-deferred exchange. Seller and Buyer shall execute all documents required to effect such exchange, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under Paragraph 15 is checked, this provision will apply, Seller should seek advice concerning the taxation of the Option Fee.)

19. PARTIES: The singular and plural shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, and the singular includes the plural and the masculine includes the feminine and neuter.

This form jointly approved by the REALTOR® Association of North Carolina
PREPARED BY:
STANDARD FORM 104
REALTOR® SOCIETY OF NORTH CAROLINA
Buyer Initials: *[Signature]*

North Carolina Association of REALTORS®, Inc.
Office Manager, C-21 Wheeler & Associates P1

Seller Initials: *[Signature]*

Jun. 11. 2009

No. 6140 P. 6

genders, as appropriate.

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

21. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions of any kind set forth herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall constitute any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, purchase agreement, or any other agency agreement between them.

22. **NOTICE AND COMMUNICATION:** Notice or communication to be given to a party herein may be given to the party or to such party's agent or to the party's attorney. Any communication in connection with the transaction contemplated by this contract may be given by or transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Address" section hereof. Buyer agrees that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a modification of the Purchase and Contract, and that the addition or modification of any information therein shall constitute the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same agreement, 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 day on which any act or notice as provided in this contract was required to be performed or made shall not be counted.

Buyer has had a professional 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 INTERESTS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER [Signature] DATE 5/29/09 (SEAL)

BUYER _____ DATE _____ (SEAL)

SELLER [Signature] DATE 6-3-09 (SEAL)

SELLER [Signature] DATE 6-3-09 (SEAL)

NOTICE INFORMATION

NOTE: INSERT BUYER'S AND SELLER'S BASIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE DELIVERY OF THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPLICABLE.

BUYER NOTICE:
Mailing Address: _____

SELLER NOTICE ADDRESS:
Mailing Address: _____

This form is prepared by
PREPARED BY
STANDARD CONTRACT
Real Estate

North Carolina Association of REALTORS®, Inc.

Manager, C-21 Weaver & Associates #1

Jun. 11. 2009 2:45 PM

No. 6140 P. 7

Buyer Fax: _____
Buyer E-Mail Address: _____

Seller Fax: _____
Seller E-Mail Address: _____

SELLING AGENT NOTICE ADDRESS:

LISTING AGENT NOTICE ADDRESS:

Individual Selling Agent: Estilbo
License #: 1042
Firm Name: C21
Acting as Buyer's Agent Agent Dual Agent
Mailing Address: _____

Individual Listing Agent: _____
License #: _____
Firm Name: _____
Acting as Seller's (sub) Agent Dual Agent
Mailing Address: _____

Selling Agent Fax: _____
Selling Agent E-mail Address: _____
Selling Agent Phone: _____

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: _____

Firm: _____

By: _____
(Signature)

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

PREPARED BY:
STANDARD FORM 10-7 Revised
REALFATS® September 2008
Buyer Initial: [Signature]

Registered to: Office Manager, C-21 Weaver & Associates #1

Seller Initial: [Signature]