

Initial Application Date: 12-10-09

Application # 0950023413

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION  
Central Permitting 108 E. Front Street, Lillington, NC 27548 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: Michael L. Davis Mailing Address: 2103 Stone Wall Farms Drive  
City: Fuquay-Varina State: NC Zip: 27526 Home #: N/A Contact #: (919)896-1246

APPLICANT: Barbara McNair Mailing Address: 5117 Briton Place  
City: Fuquay-Varina State: NC Zip: 27526 Home #: (919)567-9988 Contact #: (919)567-9988  
\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Barbara McNair Phone #: (c) (919)649-5604

PROPERTY LOCATION: Subdivision w/phase or section: Lois S Wood Lot #: 5R Lot Acreage: 9.13  
State Road #: 1419 State Road Name: Avery Spence Rd Map Book & Page: 2004, 740  
Parcel: 05 0644 02 01 17 PIN: 0634-97-7249.000  
Zoning: RA20M Flood Zone: X Watershed: III Deed Book & Page: OTP Power Company: UK

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

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: take 401N toward Fuquay. Take (L) onto Christian Light Rd. Take (L) onto Avery Spence Rd. (NCSR # 1419). Take a (L) onto Walter Allen Lane (private lane). Go approx. 200ft. Property entrance is on your (R) (dirt/gravel path)

PROPOSED USE:  
 SFD (Size 70' x 35', # Bedrooms 3, # Baths 2 1/2, Basement (w/wo bath) , Garage , Deck  Circle: N/A  
(Is the bonus room finished? no w/ a closet no if so add in with # bedrooms)  
 Mod (Size \_\_\_\_\_ # 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 \_\_\_\_\_ # Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ (site built? \_\_\_\_\_) Deck \_\_\_\_\_ (site built? \_\_\_\_\_)  
 Duplex (Size \_\_\_\_\_) No. Buildings \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_  
 Home Occupation # Rooms \_\_\_\_\_ Use \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees \_\_\_\_\_  
 Addition/Accessory/Other (Size \_\_\_\_\_) 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 per septic Manufactured Homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Required Residential Property Line Setbacks: Comments: \_\_\_\_\_

	Minimum	Actual
Front	<u>35</u>	<u>395</u>
Rear	<u>25</u>	<u>250</u>
Closest Side	<u>10</u>	<u>20</u>
Sidestreet/corner lot	<u>20</u>	
Nearest Building on same lot	<u>6</u>	

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.

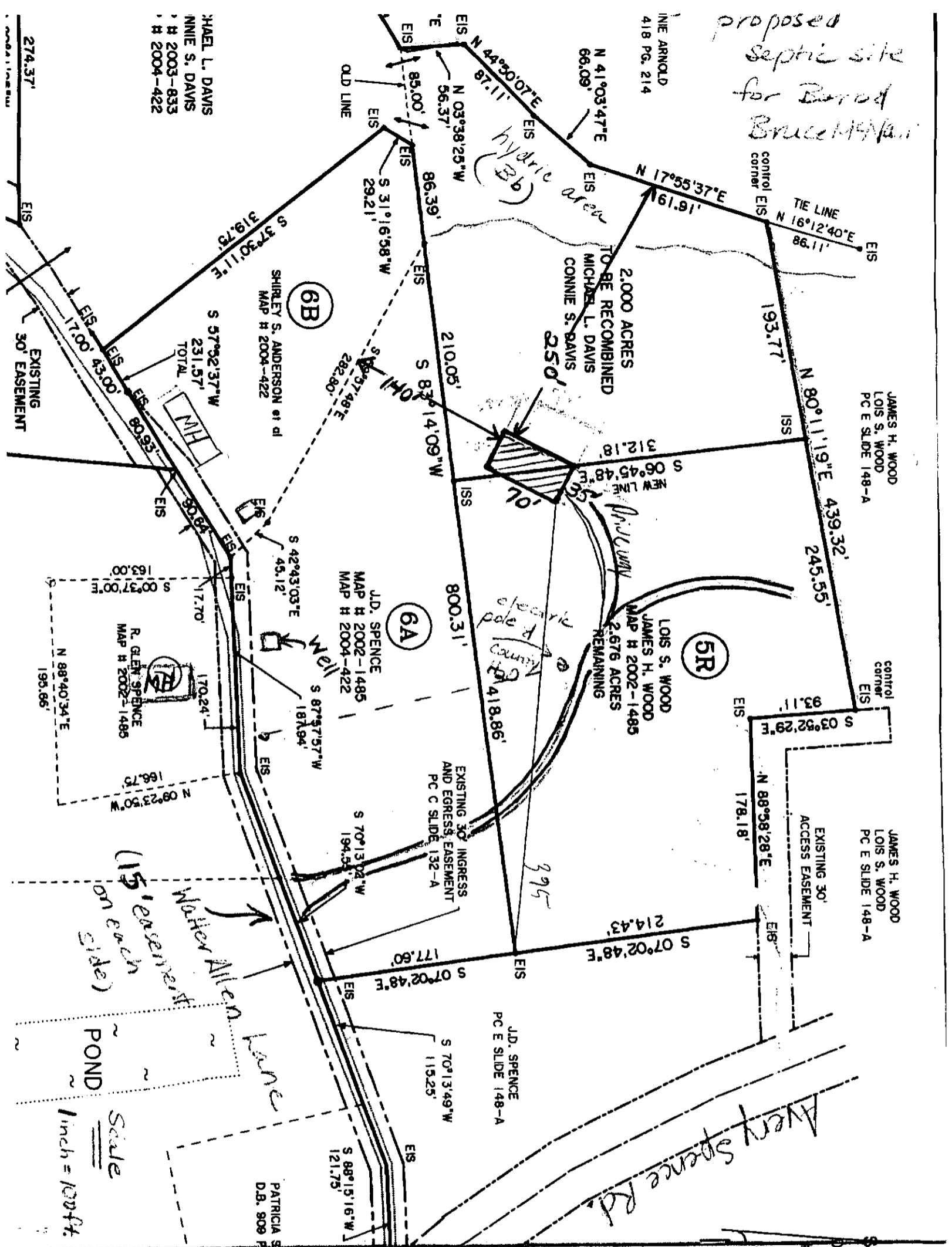
Barbara McNair Signature of Owner or Owner's Agent Date: 12/10/09

\*\*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

proposed  
septic site  
for Barrad  
Bruce H. Hall



HAEL L. DAVIS  
ANNIE S. DAVIS  
# 2003-833  
# 2004-422

LINE ARNOLD  
418 PG. 214

N 41°03'47"E  
66.09'  
EIS  
2,000 ACRES  
TO BE RECOMBINED  
MICHAEL L. DAVIS  
CONNIE S. DAVIS

JAMES H. WOOD  
LOIS S. WOOD  
PC E SLIDE 148-A

LOIS S. WOOD  
JAMES H. WOOD  
MAP H 2002-1485  
2,676 ACRES  
REMAINING

JAMES H. WOOD  
LOIS S. WOOD  
PC E SLIDE 148-A

SHIRLEY S. ANDERSON et al  
MAP H 2004-422

J.D. SPENCE  
MAP H 2002-1485  
MAP H 2004-422

R. GLEN SPENCE  
MAP H 2002-1485

PATRICIA S.  
D.B. 808 P

30' EXISTING  
EASEMENT

EXISTING 30'  
ACCESS EASEMENT

EXISTING 30'  
INGRESS  
AND EGRESS  
EASEMENT  
PC C SLIDE 132-A

J.D. SPENCE  
PC E SLIDE 148-A

Avery Spence Rd.

Water Allen Lane  
(15' easement  
on each  
side)

POND

Scale  
1 inch = 100 ft.

1 = 100  
SITE PLAN APPROVAL SFD  
DISTRICT RA 20 M USE  
BEDROOMS 3 g/c Bed  
Date 12-18-09 Zoning Adminis.  
Map 2004-740

- 1 - CONCRETE FOUNDATION
- 2 - CONCRETE WALL
- 3 - CONCRETE SLAB
- 4 - CONCRETE CURB
- 5 - CONCRETE DRIVE
- 6 - CONCRETE DRIVE
- 7 - CONCRETE DRIVE
- 8 - CONCRETE DRIVE
- 9 - CONCRETE DRIVE
- 10 - CONCRETE DRIVE
- 11 - CONCRETE DRIVE
- 12 - CONCRETE DRIVE
- 13 - CONCRETE DRIVE
- 14 - CONCRETE DRIVE
- 15 - CONCRETE DRIVE
- 16 - CONCRETE DRIVE
- 17 - CONCRETE DRIVE
- 18 - CONCRETE DRIVE
- 19 - CONCRETE DRIVE
- 20 - CONCRETE DRIVE
- 21 - CONCRETE DRIVE
- 22 - CONCRETE DRIVE
- 23 - CONCRETE DRIVE
- 24 - CONCRETE DRIVE
- 25 - CONCRETE DRIVE
- 26 - CONCRETE DRIVE
- 27 - CONCRETE DRIVE
- 28 - CONCRETE DRIVE
- 29 - CONCRETE DRIVE
- 30 - CONCRETE DRIVE
- 31 - CONCRETE DRIVE
- 32 - CONCRETE DRIVE
- 33 - CONCRETE DRIVE
- 34 - CONCRETE DRIVE
- 35 - CONCRETE DRIVE
- 36 - CONCRETE DRIVE
- 37 - CONCRETE DRIVE
- 38 - CONCRETE DRIVE
- 39 - CONCRETE DRIVE
- 40 - CONCRETE DRIVE
- 41 - CONCRETE DRIVE
- 42 - CONCRETE DRIVE
- 43 - CONCRETE DRIVE
- 44 - CONCRETE DRIVE
- 45 - CONCRETE DRIVE
- 46 - CONCRETE DRIVE
- 47 - CONCRETE DRIVE
- 48 - CONCRETE DRIVE
- 49 - CONCRETE DRIVE
- 50 - CONCRETE DRIVE
- 51 - CONCRETE DRIVE
- 52 - CONCRETE DRIVE
- 53 - CONCRETE DRIVE
- 54 - CONCRETE DRIVE
- 55 - CONCRETE DRIVE
- 56 - CONCRETE DRIVE
- 57 - CONCRETE DRIVE
- 58 - CONCRETE DRIVE
- 59 - CONCRETE DRIVE
- 60 - CONCRETE DRIVE
- 61 - CONCRETE DRIVE
- 62 - CONCRETE DRIVE
- 63 - CONCRETE DRIVE
- 64 - CONCRETE DRIVE
- 65 - CONCRETE DRIVE
- 66 - CONCRETE DRIVE
- 67 - CONCRETE DRIVE
- 68 - CONCRETE DRIVE
- 69 - CONCRETE DRIVE
- 70 - CONCRETE DRIVE
- 71 - CONCRETE DRIVE
- 72 - CONCRETE DRIVE
- 73 - CONCRETE DRIVE
- 74 - CONCRETE DRIVE
- 75 - CONCRETE DRIVE
- 76 - CONCRETE DRIVE
- 77 - CONCRETE DRIVE
- 78 - CONCRETE DRIVE
- 79 - CONCRETE DRIVE
- 80 - CONCRETE DRIVE
- 81 - CONCRETE DRIVE
- 82 - CONCRETE DRIVE
- 83 - CONCRETE DRIVE
- 84 - CONCRETE DRIVE
- 85 - CONCRETE DRIVE
- 86 - CONCRETE DRIVE
- 87 - CONCRETE DRIVE
- 88 - CONCRETE DRIVE
- 89 - CONCRETE DRIVE
- 90 - CONCRETE DRIVE
- 91 - CONCRETE DRIVE
- 92 - CONCRETE DRIVE
- 93 - CONCRETE DRIVE
- 94 - CONCRETE DRIVE
- 95 - CONCRETE DRIVE
- 96 - CONCRETE DRIVE
- 97 - CONCRETE DRIVE
- 98 - CONCRETE DRIVE
- 99 - CONCRETE DRIVE
- 100 - CONCRETE DRIVE

NOTES  
 1. USE BY COORDINATES  
 2. NO HORIZONTAL CONTROL FOUND WITHIN 2000'  
 3. PROPERTY SUBJECT TO ABOVE AND ON UNDER  
 4. GROUND UTILITIES AND ON EXISTING  
 5. WATERED DISTRICT 4

1. STATE OF NORTH CAROLINA  
 COUNTY OF HARNETT  
 I, Shirley A. Wood, Surveyor of Harnett County, certify that the map on plat to which this certification is affixed meets all statutory requirements for recording.

Shirley A. Wood  
 Surveyor of Harnett County

I HEREBY CERTIFY THAT THIS RECORD PLAT COMPLIES WITH THE PROVISIONS OF THE HARNETT COUNTY RECORDING ACT AND THAT THE SAME IS SUBJECT TO THE RECORDING ACT OF THE STATE OF NORTH CAROLINA.

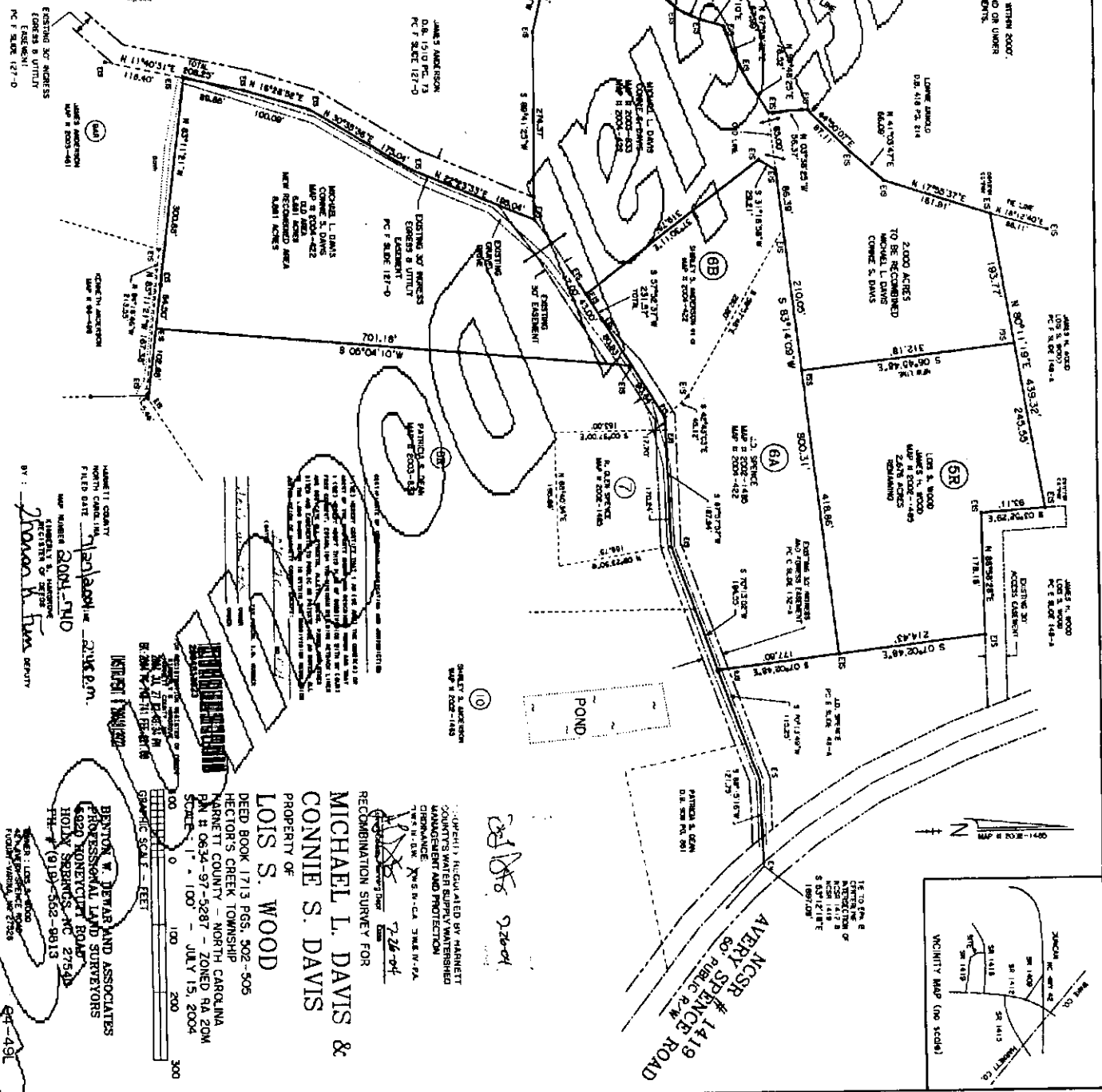
DATE: \_\_\_\_\_  
 FILING DIRECTOR

1. STATE OF NORTH CAROLINA  
 COUNTY OF HARNETT  
 I, Shirley A. Wood, Surveyor of Harnett County, certify that the map on plat to which this certification is affixed meets all statutory requirements for recording.

Shirley A. Wood  
 Surveyor of Harnett County

I HEREBY CERTIFY THAT THIS RECORD PLAT COMPLIES WITH THE PROVISIONS OF THE HARNETT COUNTY RECORDING ACT AND THAT THE SAME IS SUBJECT TO THE RECORDING ACT OF THE STATE OF NORTH CAROLINA.

DATE: \_\_\_\_\_  
 FILING DIRECTOR



RECORDED IN MAP # 2004-714D HARNETT CO. REG.

BY: Shirley A. Wood  
 Surveyor of Harnett County

DATE: \_\_\_\_\_

1. STATE OF NORTH CAROLINA  
 COUNTY OF HARNETT  
 I, Shirley A. Wood, Surveyor of Harnett County, certify that the map on plat to which this certification is affixed meets all statutory requirements for recording.

Shirley A. Wood  
 Surveyor of Harnett County

I HEREBY CERTIFY THAT THIS RECORD PLAT COMPLIES WITH THE PROVISIONS OF THE HARNETT COUNTY RECORDING ACT AND THAT THE SAME IS SUBJECT TO THE RECORDING ACT OF THE STATE OF NORTH CAROLINA.

DATE: \_\_\_\_\_  
 FILING DIRECTOR

PROPERTY OF  
**LOIS S. WOOD**  
 DEED BOOK 1713 P.55, 502-505  
 HECTOR'S CREEK TOWNSHIP  
 HARNETT COUNTY - NORTH CAROLINA  
 PLAN # 0634-97-5287 - ZONED RA 20M  
 SCALE: 1" = 100' - JULY 15, 2004

RECOMBINATION SURVEY FOR  
**MICHAEL L. DAVIS & CONNIE S. DAVIS**

1. STATE OF NORTH CAROLINA  
 COUNTY OF HARNETT  
 I, Shirley A. Wood, Surveyor of Harnett County, certify that the map on plat to which this certification is affixed meets all statutory requirements for recording.

Shirley A. Wood  
 Surveyor of Harnett County

I HEREBY CERTIFY THAT THIS RECORD PLAT COMPLIES WITH THE PROVISIONS OF THE HARNETT COUNTY RECORDING ACT AND THAT THE SAME IS SUBJECT TO THE RECORDING ACT OF THE STATE OF NORTH CAROLINA.

DATE: \_\_\_\_\_  
 FILING DIRECTOR

BEYTON W. DEWAR AND ASSOCIATES  
 PROFESSIONAL LAND SURVEYORS  
 6820 ROYALTY ROAD  
 HOLY SPRING, NC 27534  
 PH: (919) 552-8913  
 FAX: (919) 552-8913  
 WWW: WWW.BEYTONWDEWAR.COM

Map # 2004-714D

1

NAME: \_\_\_\_\_

APPLICATION #: 0950023413

\*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 # 105095

**Environmental Health New Septic System Code 800**

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

**Environmental Health Existing Tank Inspections Code 800**

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then close back down. (Unless inspection is for a septic tank in a mobile home park)
- After uncovering outlet end call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

**SEPTIC**

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

- Accepted       Innovative       Conventional       Any  
 Alternative       Other \_\_\_\_\_

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

- YES     NO    Does the site contain any Jurisdictional Wetlands?  
 YES     NO    Do you plan to have an irrigation system now or in the future?  
 YES     NO    Does or will the building contain any drains? Please explain. \_\_\_\_\_  
 YES     NO    Are there any existing wells, springs, waterlines or Wastewater Systems on this property?  
 YES     NO    Is any wastewater going to be generated on the site other than domestic sewage?  
 YES     NO    Is the site subject to approval by any other Public Agency?  
 YES     NO    Are there any easements or Right of Ways on this property?  
 YES     NO    Does the site contain any existing water, cable, phone or underground electric lines?

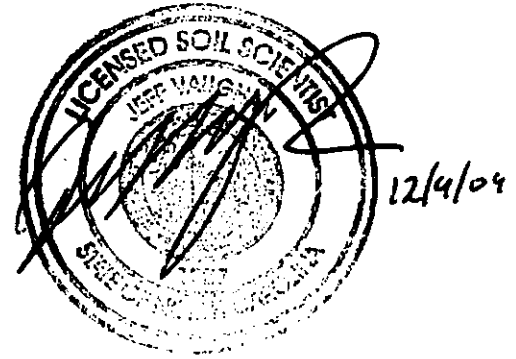
If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

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

Barbara McNeil  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

12/10/09  
DATE

**AWT**  
Engineering and Soil Consultants  
5400 Etta Burke Court, Suite 200  
Raleigh, North Carolina 27606  
919-858-0689  
www.agriwaste.com



***Soil Suitability for Domestic  
Sewage Treatment and  
Disposal Systems***

---

**56 Walter Allen Way,  
Fuquay-Varina, NC 27526  
Harnett County**

---

Prepared for: Mr. & Mrs. Bruce and Barbara McNair, Buyers

Prepared By: Derrick A. Smith  
Assistant Agronomist/Soil Scientist

---

Jeff Vaughan  
Senior Agronomist/Soil Scientist

Report Date: December 9, 2009



**Soil Suitability for Domestic Sewage Treatment and Disposal Systems  
For  
56 Walter Allen Way, Fuquay-Varina, NC 27526**

**PREPARED FOR:** Mr. & Mrs. Bruce and Barbara McNair, Clients

**PREPARED BY:** Derrick Smith, N.C. L.S.S.  
Soil Scientist

Jeff Vaughan, N.C. L.S.S.  
Senior Agronomist/Soil Scientist

**DATE:** December 9, 2009

Soil suitability for domestic sewage treatment and disposal systems was evaluated at 56 Walter Allen Way, Fuquay Varina, NC on December 3, 2009. Jeff Vaughan and Derrick Smith of Agri-Waste Technology, Inc. (AWT) conducted a preliminary soils evaluation on portions of four different parcels totaling ~15 acres. This report provides a preliminary description of a soil evaluation performed by AWT showing provisionally suitable soil areas on the 4 tracts for on-site septic systems. The soil areas are an approximation. A property reference map of the tracts is in Attachment 1. A review of the soil and landscape characteristics that dictate soil suitability for domestic sewage treatment and disposal systems can be found in Attachment 2.

There were no existing homes on the properties; however, prior human activity was noticed due to an old oil barrel sitting on site of one of the parcels. The vast majority of the land is open land with some of the land planted in wheat. It is our understanding that single-family homes will be built on the four tracts of land. The homes will vary in size from 2-4 bedrooms with a daily flow for design of 120 gallons/bedroom. The soil was moist to wet during the evaluation since it had rained heavily the day before. Each lot would be serviced by a septic system with water provided by Harnett County.

**Soil Suitability for Domestic Sewage Treatment and Disposal Systems**

The aerial map in Attachment 3 detail the property boundaries, drainage features, soil boring locations, off-site wells, topography, provisionally suitable soil areas for septic systems, and soil types. Soil borings were flagged in the field with blue ribbon (30"+ of

provisionally suitable). Approximately 24 soil borings were advanced within the areas of interest by the client on all tracts (Attachment 3). The overwhelming majority of the soil borings exhibited soil characteristics and soil depths (30" or greater) that are provisionally suitable for conventional, modified conventional, and/or ultra-shallow septic systems. Three separate areas (areas A, B, and C) were identified for the installation of septic systems as detailed on the map in Attachment 3.

Typical profile descriptions of the provisionally suitable soil for this property are in Attachment 4. The two soil profiles observed in the soil borings on the property either contained a deep yellow subsoil with a thick sandy surface or a deep yellow subsoil with a thinner sandy surface.

The provisionally suitable soil borings had the following characteristics. No restrictive horizons were found in any provisionally soil borings within 36" of the soil surface. Soil texture was provisionally suitable and was estimated to be loamy sand to sandy loam near the soil surface (A horizons) and sandy clay loam in the subsoil (B horizons). Soil structure was provisionally suitable and was estimated to be granular near the soil surface (A horizons) and subangular blocky in the subsoil (B horizons). Clay mineralogy was provisionally suitable with very friable to friable moist soil consistence and non-sticky to slightly sticky and non-plastic to slightly plastic wet soil consistence.

The major soil series on this property are Fuquay loamy sand (map symbol FaB) and Dothan loamy sand (map symbol DoA and DoB). The Harnett County Soil Survey indicates that severe limitations exist for septic systems installed in these soil types (Attachment 5). However, these soils are more than capable of supporting on-site sewage disposal systems. These soils are ideal for the treatment of wastewater. No unsuitable soil characteristics were observed within 36" in most of the soil borings.

The land area required for a conventional, modified conventional, and/or ultra-shallow septic system is calculated based on the size of the proposed home and the Long-Term Acceptance Rate (LTAR) of the soil. The LTAR range for the provisionally suitable soils on this property is 0.3 – 0.6 GPD/ft<sup>2</sup> based on the most restrictive soil texture in the subsoil. Table 1 below presents estimated conventional or shallow conventional septic system land area requirements for several home sizes and LTAR's on this property. The LTAR suggested by AWT for a majority of the provisionally suitable soil is 0.4 GPD/ft<sup>2</sup>, but the Harnett County Department of Environmental Services will set the final LTAR for specific septic system types. The detailed computations are in Attachment 5.

Table 1. Estimated Conventional Septic System Land Requirements (including repair area) for Several Home Sizes and Long-Term Acceptance Rates (LTAR) on this Property.

<b>House Size</b>	<b>Long-Term Acceptance Rate (LTAR)</b>	<b>Area Required for Conventional Septic System</b>	<b>Minimum Area Required for Innovative Conventional Septic System</b>
	-----GPD/ft <sup>2</sup> -----	-----ft <sup>2</sup> -----	-----ft <sup>2</sup> -----
2 bedrooms	0.3 – 0.6	3,600 – 7,200	2,700 – 5,400
2 bedrooms	0.4	~5,400	~4,050
3 bedrooms	0.3 – 0.6	5,400 – 10,800	4,050 – 8,100
3 bedrooms	0.4	~8,100	~6,075
4 bedrooms	0.3 – 0.6	7,200 – 14,400	5,400 – 10,800
4 bedrooms	0.4	~10,800	~8,100

Based on the results of this evaluation, the installation of conventional-type septic systems seems most probable on this property. We appreciate the opportunity to assist you in this matter. Please contact us with any questions, concerns, or comments.

mcnair





.1940 Landscape Pos/Slope %	- Suitable, < 15%	Profile LTAR	0.3 - 0.6 GPD/FT <sup>2</sup>
.1942 Wetness Condition	- Suitable	System Type	- Provisionally suitable for conventional septic systems.
.1943/1956 Saprolite	- Suitable		
.1944 Restrictive Horizon	- Suitable		
.1948 Profile Classification	- Suitable		

Comments: Soil profile representative of the Dothan Soil Series.

EVALUATED BY: Jeff Vaughan & Derrick A. Smith

COMMENTS: \_\_\_\_\_

**LEGEND OF ABBREVIATIONS FOR SITE EVALUATION FORM**

<u>LANDSCAPE POSITION</u>	<u>TEXTURE GROUP</u>	<u>TEXTURE CLASS</u>	<u>.1955 LTAR</u> (gal/day/sqft)
CC - Concave Slope CV - Convex Slope DS - Debris Slump D - Depression DW - Drainage Way FP - Flood Plain FS - Foot Slope H - Head Slope I - Interflueve Linear Slope N - Nose Slope P - Pocosin R - Ridge S - Shoulder T - Terrace	I  II  III  IV	S - Sand LS - Loamy Sand  SL - Sandy Loam L - Loam  SCL - Sandy Clay Loam CL - Clay Loam SiL - Silt Loam Si - Silt SiCL - Silt Clay Loam  SC - Sandy Clay C - Clay SiC - Silty Clay O - Organic	1.2 - .08  0.8 - 0.6  0.6 - 0.3  0.4 - 0.1
<u>STRUCTURE</u>	<u>MOIST CONSISTENCE</u>	<u>MOTTLES</u>	<u>WET CONSISTENCE</u>
G - Single Grain M - Massive CR - Crumb GR - Granular SBK - Subgranular Blocky ABK - Angular Blocky PL - Platy PR - Prismatic	Vfr - Very Friable Fr - Friable Fi - Firm Vfi - Very Firm Efi - Extremely Firm	1 - Few 2 - Common 3 - Many  F - Faint D - Distinct P - Prominent  f - Fine m - Medium c - Coarse	NS - Non Sticky SS - Slightly Sticky S - Sticky VS - Very Sticky  NP - Non Plastic SP - Slightly Plastic P - Plastic VP - Very Plastic

**AWT**  
Engineers & Soil Scientists

Agri-Metrix Technology, Inc.  
6400 Elm Bluffs Ct, Suite 200  
Raleigh, NC 27606  
P: 919.859.0889  
www.awtmetrix.com

**Soil Evaluation Map**

Bryon McNeill  
Furness Co., NC



**Soil Profile of Suitable Area**

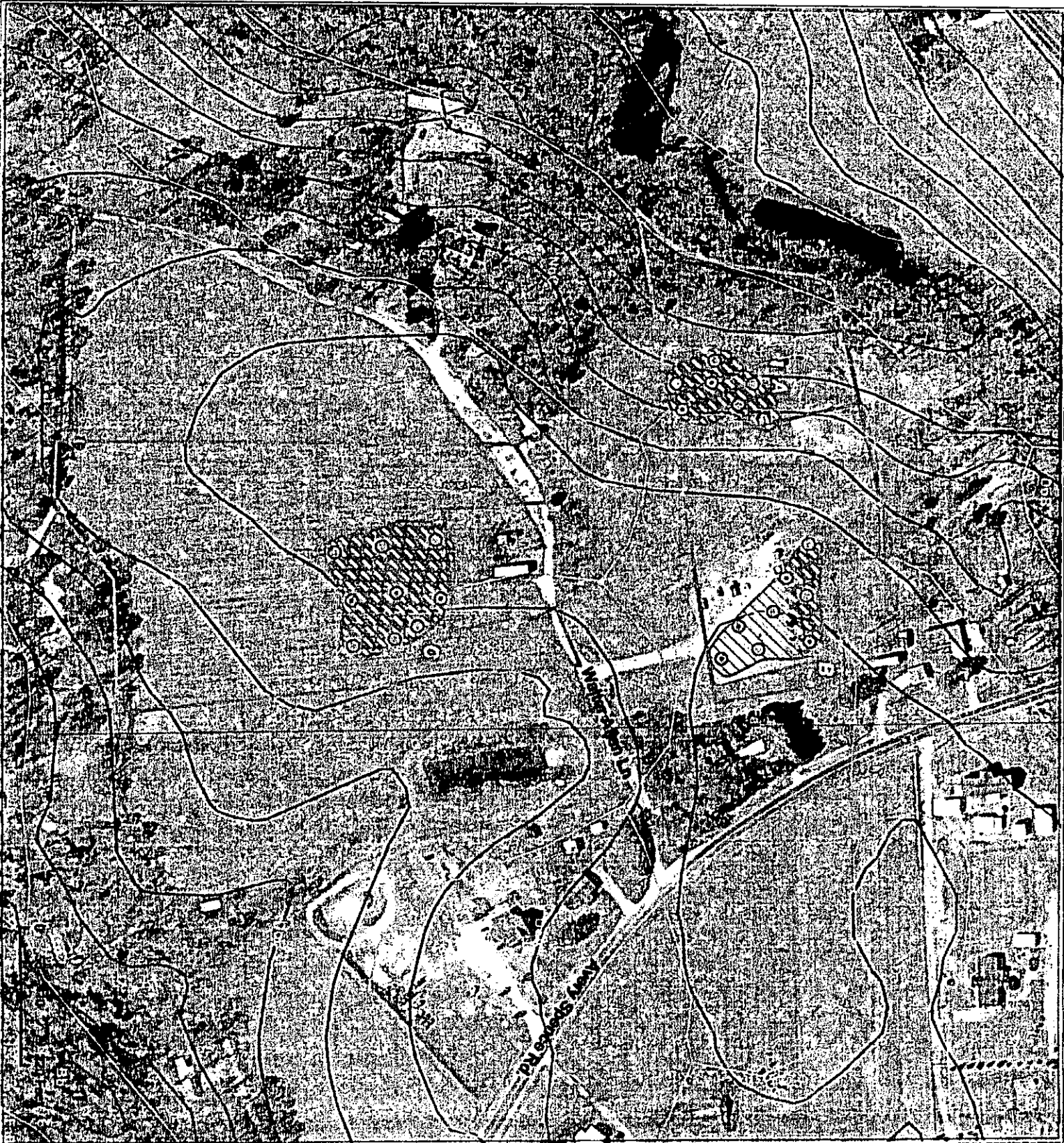
- A. 18,820 sq. ft.
- B. 20,880 sq. ft.
- C. 31,482 sq. ft.

**Soil Types:**  
Dob-Dobson Loamy Sand  
Dob-Dobson Loamy Sand  
Fid-Fidway Loamy Sand  
MCC-Merick Loamy Sand

**Legend**

- Soil Borings
- 30-35'
- 36'
- Suitable Area
- Soil Types
- Property Boundary
- 2 ft. Contour
- Roads

Demetrius J. Jones, P.E.  
Registered Professional Engineer  
Paw. 13-0455



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).

Bruce G. McNair, Barbara McNair, as Buyer, hereby offers to purchase and Michael L. Davis, 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 56 Walter Allen Road City: Fuquay Varina Zip 27526

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

Legal Description: Lot 5R map 2004/740; 2.116A map E p148-a; Lot 5A Map 2004/422; 2.00A Map 20

Subdivision Name: na

Plat Reference: Lot na Block or Section na as shown on

Plat Book or Slide na at Page(s) na (Property acquired by Seller in Deed Book 2280 at Page 898).

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 \$ 75,000.00 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) \$2,000.00, EARNEST MONEY DEPOSIT with this offer by [ ] cash [X] personal check [ ] bank check [ ] certified check [ ] other: na to be deposited and held in escrow by

Fonville Morisey Realty ("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 real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest 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.



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

Buyer initials Bam BAM Seller initials MLD



STANDARD FORM 12-T Revised 7/2008 © 7/2009

4 tracts outlined in yellow on site plan

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) \$ na (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ na 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) \$ na 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) \$ na BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 73,000.00 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: na loan at a  Fixed Rate  Adjustable Rate in the principal amount of na for a term of na year(s), at an initial interest rate not to exceed na % per annum, with mortgage loan discount points not to exceed na % and with loan origination fee not to exceed na % 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 na 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 either 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 na 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: (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential/agricultural purposes.
- (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.

Buyer Initials Bm Bpm Seller Initials ML

(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 December 11, 2009.

(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 fees charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ na per na. 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 \$ na 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.

Buyer initials BGM BGM Seller initials MD

11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before December 30, 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 Bruce G. McNair and wife Barbara McNair

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 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 December 30, 2009 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 na 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 or  other na ground absorption sewage system for a na 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 na, 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 na (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.

Buyer initials BGM BGM Seller initials MM

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 \_\_\_\_\_ na \_\_\_\_\_ 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 \_\_\_\_\_ na \_\_\_\_\_, 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 \_\_\_\_\_ na \_\_\_\_\_ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to 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 \_\_\_\_\_, **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 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 paragraphs 3, 4 or 5 above. 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.**

**14. 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 and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. 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, but Buyer shall not 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.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)               | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                     |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                     | <input type="checkbox"/> Owners' Association Disclosure And Addendum (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)                      | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                    |
| <input type="checkbox"/> FHA/VA FinancIag Addendum (Form 2A4-T)                     |  |
| <input checked="" type="checkbox"/> OTHER: <u>Buyer or Seller contract addendum</u> |  |

Buyer Initials BDM BDM Seller Initials MD



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

17. 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.

18. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

19. 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.

20. 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.

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.

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.

Date: November 20, 2009 Date: 11/23/09

Buyer Bruce G. McNair (SEAL) Seller Michael L. Davis (SEAL)

Date: November 20, 2009 Date: \_\_\_\_\_

Buyer Barbara McNair (SEAL) Seller \_\_\_\_\_ (SEAL)

**BUYER OR SELLER CONTRACT ADDENDUM**

**UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.**

These Conditions and Contingencies are drafted by \_\_\_\_\_  
(Buyer) or \_\_\_\_\_ (Seller) in this contract.

It is a condition of this contract:

- ① contingent upon closing on the adjacent 5.73 acre tract belonging to Patricia Dean on Walter Allen Ln.
- ② contingent upon the extinguishing of the road maintenance agreement (Instrument # 2006014258 recorded at Harnett Co. Register of Deeds).
- ③ buyers would not be responsible for any repairs necessary to the existing well<sup>on Michael Davis's property</sup> currently in use by the adjacent property owned by R. Glen Spence.

ALL PARTIES ACKNOWLEDGE THAT THIS CONDITION WAS DRAFTED BY A PRINCIPAL IN THIS TRANSACTION AND HAS NOT BEEN REVIEWED BY AN ATTORNEY. IF FOR ANY REASON THE CONDITIONS ABOVE ARE NOT LEGALLY ENFORCEABLE, THEY WILL BE STRUCK FROM THE CONTRACT AND WILL NOT AFFECT THE ENFORCEABILITY OF ANY OTHER PROVISIONS OF THE CONTRACT.

Buyer Brunette McLean  
Buyer Barbara McLean  
Date 11/20/2009

Seller Michael J. Davis  
Seller \_\_\_\_\_  
Date 11/25/09