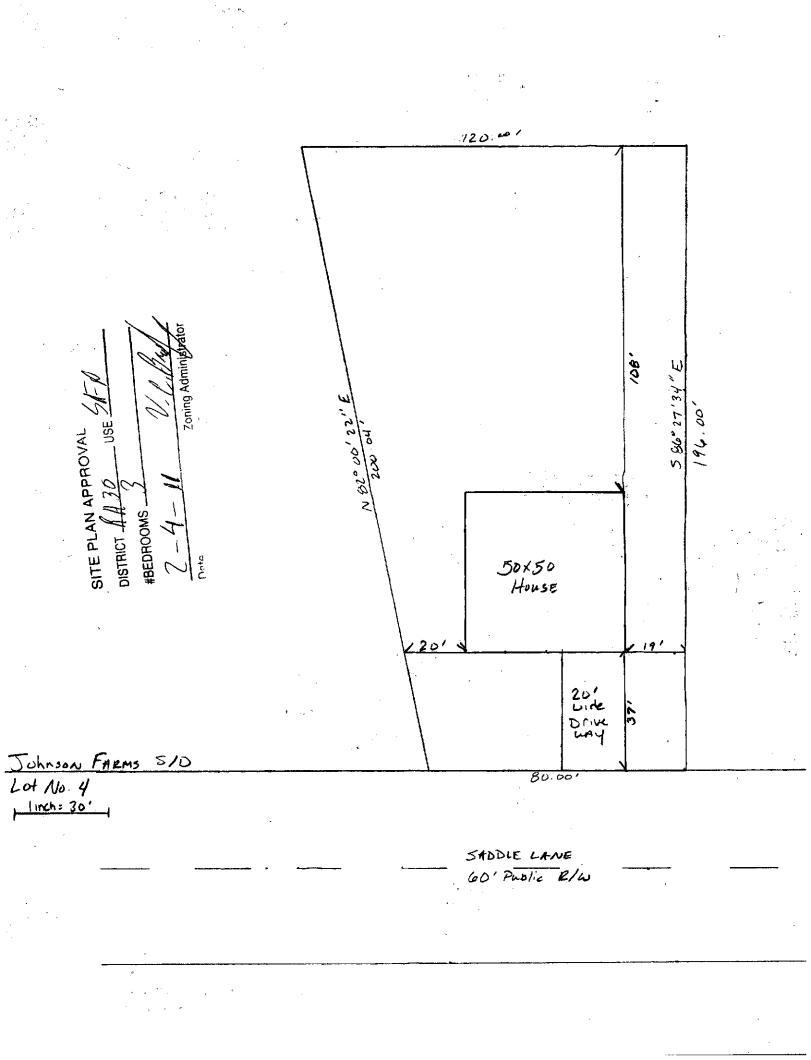
Initial Application Date:	-4-11		Application #	5002602,
Central Permitting 108	COUNTY OF HARNET E. Front Street, Lillington, NC 27546	TRESIDENTIAL LAND USE J Phone: (910) 893-7525	C APPLICATION Fax: (910) 893-2793	U#
	restment Choices VI	Mailing Address: 190	1 Buch	Rondand Pr
City: France March	4 State: 11/2zip: 2742	1.1		
ADDI JOANITE MASS	Home Builders & Realt			
	1			<u> </u>
City: <u>Lillinghn</u> *Please fill out applicant inform	State Zip: 210194	Contact # 7/10-690-	2777 Email:	
CONTACT NAME APPLY	NG IN OFFICE: HIAN	Moss	Phone # 910 -	890-2111
	Subdivision: Johnson FA			Lot Size: 46 Acre
State Road # 1434	State Road Name;	bhorn Rd	Map Book	&Page: 2006, 186
Parcei: 11 0 661		PIN:671 - %	<u>1- 8 337,0</u>	00
Zoning: <u>A '5</u> Flood Z	one:Watershed:Deed	Book&Page: <u>07/</u> /	Power Company*	- 
*New structures with Progre	ess Energy as service provider need to sup	ply premise number	······································	from Progress Energy.
SPECIFIC DIRECTIONS T	O THE PROPERTY FROM LILLINGTON:	210 N - Les	A A	
Rd - R	on SADDLE LANE			
	- Chi Di Di Di Cali Di L			
PROPOSED USE:	2.5 2.4 Badmanny 3# Bathar Basanny	thukuo both)	land lands	Monolithic
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NAME: Moss fore Builder

**APPLICATION #:** 

### \*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 #

Environmental Health New Septic SystemCode 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.

#### Π Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if • possible) and then put lid back in place. (Unless inspection is for a septic tank in a mobile home park).
- DO NOT LEAVE LIDS OFF OF SEPTIC TANK
- After uncovering outlet end call the voice permitting system at 910-893-7525 option 1 & select notification permit • if multiple permits, then use code 800 for Environmental Health inspection. Please note confirmation number aiven 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.

{ Conventional { Any {\_\_\_} Innovative {\_\_} Accepted

{ } Other {\_\_} Alternative

2. Ca

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	1_1NO	Does the site contain any Jurisdictional Wetlands?
{}YES		Do you plan to have an <u>irrigation system</u> now or in the future?
{}}YES	121 NO	Does or will the building contain any drains? Please explain
{}}YES	( <u> </u>	Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
{_}}YES	{ <b>/</b> } NO	Is any wastewater going to be generated on the site other than domestic sewage?
{}}YES	{ <u>/</u> }NO	Is the site subject to approval by any other Public Agency?
{}YES	( <u>/</u> ) NO	Are there any Easements or Right of Ways on this property?
{}YES	{ <u>/</u> 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. 

4Feb 2011

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REOUIRED)

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

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

\_\_\_\_\_, as Buyer,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

### 1 illinston 1. REAL PROPERTY: Located in the City of

Street Address	Lat Id	- Johnson	, State of N	lorth Carolina, be	ing known as an	d more particu	larly descri	bed as:
			rwn.j			Zi	p	<u>H</u>
Subdivision Name	Johnson	Fames						
Plat Reference: Lot		, Block of	Section				as show	n on
Plat Book or Slide	· · · · · · · · · · · · · · · · · · ·	at Page(s)		(Property ac	quired by Seller	r in Deed Book		
<u>485</u> ).					1		0.(7	

NOTE: Prior to signing this Offer to Purchase and Contract-Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. 2. PURCHASE PRICE: The purchase price is  $\frac{4}{27}$ ,  $\frac{27}{200}$ , and shall be paid as follows:

(a) \$	<u> </u>		EARNEST N	ONEY DEPOSIT with	this offer by Cash Personal check
🗋 🗆 banl	check Ccertified c	heck 🖾 other:		Na	to be deposited
and he	ld in escrow by	R+IMA_J	Ever stare		("Faceous A cont") until the sele

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

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

1/2\_\_\_\_, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than (b) \$\_ nia, time being of the essence with regard to said date.

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

\$, 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.

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

Seller Initials DA

- (f) \$\_\_\_\_\_\$26, 500 \_, BALANCE of the purchase price in cash at Closing.
- a) Buyer must be able to obtain a Conventional Other: \_\_\_\_\_\_\_\_ loan at a Fixed Rate Adjustable Rate in the principal amount of \_\_\_\_\_\_\_ for a term of \_\_\_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_\_% of the loan amount. Buyer shall apply for said loan within \_\_\_\_\_ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before \_\_\_\_\_ and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy



Page 1 of 4 This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



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Course - C

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Buyer Initial

of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for <u>\_KH 30</u> <u>purposes ("Intended</u> Use").
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: <u>None</u>, if any to be paid by Syller

(Insert "None" or the identification of suc	h assessments, if	any.) Seller sha	all pay all owners'	association assessments and all
governmental assessments confirmed through	the time of Closin	g, if any, and Bu	yer shall take title	subject to all pending assessments.
governmental assessments confirmed through if any, unless otherwise agreed as follows	none, it	any to	be said	by Seller

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

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

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

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

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all
documents and papers necessary in connection with Closing and transfer of title on or before
at a place designated by Buyer. The deed is to be made to Mass Home Builders ~ Realty
CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS
PROVISION IS OTHERWISE MADE IN WRITING.

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

Page 2 of 4

**Buyer** Initial Seller Initials (201) **STANDARD FORM 12-T** ©7/2005

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

### □ <u>ALTERNATIVE 1</u>:

### essence.

(b) Sewer System (check only ONE):

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

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

 $\frac{1125106}{3/1/11}$  set that this condition cannot be satisfied, time being of the essence.

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other <u>N/cn</u> ground absorption sewage system for a <u>3</u> bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than <u>11/37/066</u> 3/1/11, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by that this condition cannot be satisfied, time being of the essence.

 $\Box$  Buyer has investigated and approved the availability, costs and expenses to connect to a  $\Box$  public or  $\Box$  community sewer system. (c) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before \_\_\_\_\_\_.

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

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

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

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

## (c) <u>CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION</u> <u>UNLESS PROVISION IS OTHERWISE MADE IN WRITING.</u>

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**Buver** Initials

Seller Initials DN

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

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH

HERETO.) Seller to clean up lot, deck, old power pole any septic system that must be moved @ seller to install water to 3) If lot does not perk for conventional system seller will split cast of another 14. RISK OF LOSS: The risk of loss or damage by fire of other casualty prior to Closing shall be upon Seller.

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

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

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

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

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

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

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

Date:		Date:		
Buyer (, Ch VP	_(SEAL)	Seller	Donthaf	(SEAL)
Date:		Date: _		
Buyer	_(SEAL)	Seller		(SEAL)

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

Date	Firm:	
	Ву:	
	(Signature)	<u> </u>
Selling Agent/Firm/Ph	$\begin{array}{c} (\text{Signature}) \\ \text{Active as } & \text{Buyer's Agent} \\ \end{array} \\ \end{array} \\ \begin{array}{c} \text{Superiorded} \\ \text{Superiorded} \\ \text{Superiorded} \\ \text{Superiorded} \\ \end{array} \\ \begin{array}{c} \text{Signature} \\ \text{Superiorded} \\ Superiorde$	
-	Acting as Buyer's Agent 🖸 Seller's (sub)Agent 🗖 Dual Agent	
Listing Agent/Firm/Ph	10ne	
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