

Initial Application Date 3/18/11

Application # 1150026286

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

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

LANDOWNER R H P & Lvc Inc Mailing Address PO Box 118 Sanford NC 27331

City Sanford State NC Zip 27331 Contact # _____ Email _____

APPLICANT Daniel P. Stewart & Tammy L Stewart Mailing Address 6400 Hollyhock Ct

City Fayetteville State NC Zip 28303 Contact # (910) 864 6855 Email stewdog82@embarqmail.com

CONTACT NAME APPLYING IN OFFICE Daniel P Stewart Phone # (910) 864-6855
(910) 551 7071

PROPERTY LOCATION Subdivision N/A Lot # 4 Lot Size 39.86 Acres

State Road # _____ State Road Name Charity Drive off Hillmon Grove Road Map Book & Page 200, 441

Parcel 09 9553 0017 02 PIN 9553-86-9929, 000

Zoning RA 200 Flood Zone X Watershed III Deed Book & Page 02577, 0445 Power Company _____

New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON Turn ~~E~~ right off Main St onto Hwy 27. Drive approx. 18 miles to the 24/27 intersection. Turn left and drive approx. 1 mile to Marks Rd. Turn right onto Marks Rd. Drive approx 5 miles to Hillmon Grove Rd. Turn right onto Hillmon Grove Rd and travel approx. 2 miles to Charity Drive on right (gated.) Note Gate may be opened on left side by untying rope

- PROPOSED USE
- SFD (Size 64'4" x 54'10") # Bedrooms 4 # Baths 2.5 Basement (w/wo bath) _____ Garage Deck _____ Crawl Space Slab Slab ^M ^I th ^c
 - (Is the bonus room finished? yes no w/ a closet? yes no (if yes add in with # bedrooms)
 - Mod (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage _____ Site Built Deck _____ On Frame _____ Off Frame _____
 - (Is the second floor finished? yes no Any other site built additions? yes no
 - Manufactured Home _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms _____ Garage _____ (site built?) Deck _____ (site built?)
 - Duplex (Size _____ x _____) No Buildings _____ No Bedrooms Per Unit _____
 - Home Occupation # Rooms _____ Use _____ Hours of Operation _____ #Employees _____
 - Addition/Accessory/Other (Size _____ x _____) Use _____ Closets in addition? yes no

Water Supply _____ County Existing Well _____ New Well (# of dwellings using well _____) MUST have operable water before final

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

Does owner of this tract of land own land that contains a manufactured home within five hundred feet (500) of tract listed above? yes no

Structures (existing or proposed) Single family dwellings Manufactured Homes _____ Other (specify) _____

Required Residential Property Line Setbacks

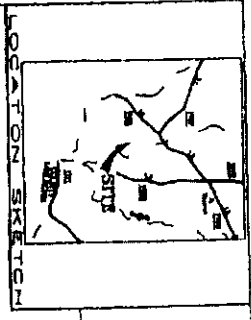
| | | |
|------------------------------|-------------------|-------------------|
| Front | Minimum <u>35</u> | Actual <u>836</u> |
| Rear | <u>25</u> | <u>450</u> |
| Closest Side | <u>10</u> | <u>160</u> |
| Sidestreet/corner lot | _____ | _____ |
| Nearest Building on same lot | <u>6</u> | <u>30</u> |

Comments Old Fox house 30 feet from proposed New SFD to be destroyed before construction of New SFD 3-18-11

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted I hereby state that foregoing statements are accurate and correct to the best of my knowledge Permit subject to revocation if false information is provided

[Signature] 3/18/11
Signature of Owner or Owner's Agent Date

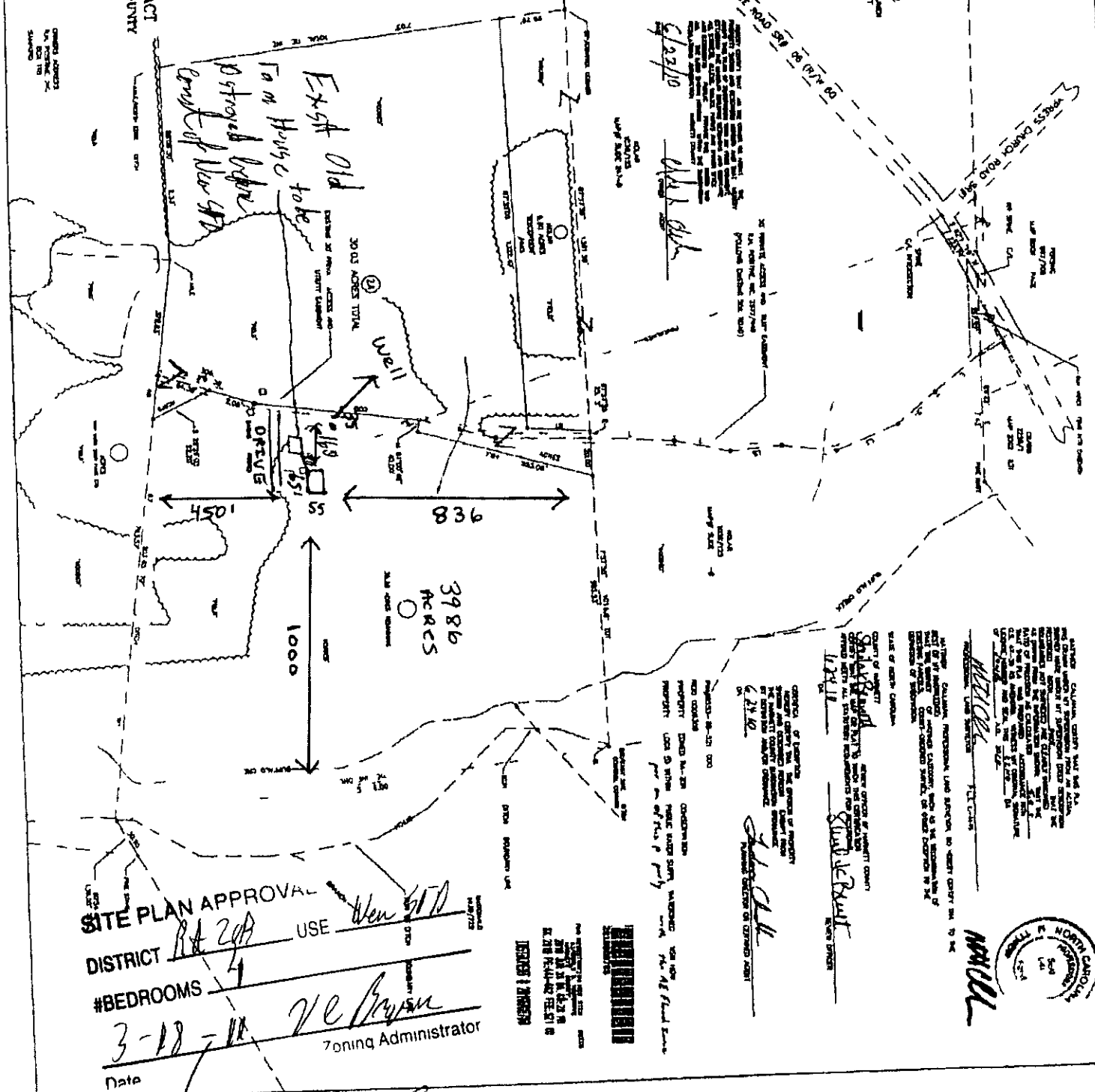
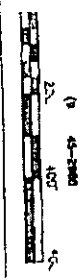
CALL Paterson Real Estate for more info
919 776 4241



GENERAL NOTES:
 1. THIS PLAN IS FOR THE PROPOSED CONSTRUCTION OF A SINGLE-FAMILY RESIDENTIAL DWELLING.
 2. THE PROPOSED DWELLING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF ORMSWILLE.
 3. THE PROPOSED DWELLING SHALL BE CONSTRUCTED ON A LOT OF 39.86 ACRES.
 4. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 3 BEDROOMS.
 5. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 1,000 SQ. FT. OF GROSS FLOOR AREA.
 6. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF COVERED PORCH AREA.
 7. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF OPEN PORCH AREA.
 8. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF DECK AREA.
 9. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF PATIO AREA.
 10. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF DRIVEWAY AREA.
 11. THE PROPOSED DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM OF 100 SQ. FT. OF GARAGE AREA.
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Schedule
 35 Front
 25 Rear
 10 Side
 20 Corner

RECOMBINATION SURVEY FOR
 R H POSITIVE INC
 OLIVE JOHNSON DOUGLAS TRACT
 ORMSWILLE TOWNSHIP HARNETT COUNTY
 NORTH CAROLINA
 TO 22, 23 SCALE 1"=200'
 MATTHEW CULLUMBY SURVEYOR
 P.O. BOX 458, K.
 (919) 44-2980



SITE PLAN APPROVAL
 DISTRICT Rt 20A USE Residential
 #BEDROOMS 4
3-18-11
 Date
Wen
VE Brown
 Zoning Administrator

Wen Not to exceed 40 Ac



NAME _____

APPLICATION # 11 500 26 286

***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 # 115449

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 **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 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.

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

18 MAR 2011
DATE

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—New Construction (Form 800 T) or if the construction is completed use the Offer to Purchase and Contract (Form 2 T) with the New Construction Addendum (Form 2A3 I).

For valuable consideration the receipt and legal sufficiency of which are hereby acknowledged Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the Contract)

1 TERMS AND DEFINITIONS The terms listed below shall have the respective meaning given them as set forth adjacent to each term

(a) Seller R.H. Post + ve, INC.

(b) Buyer DANIEL P. STEWART and wife TAMMY L STEWART

(c) Property The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon

Street Address CHARITY DRIVE off HILMON GROVE ROAD
City CAMERON Zip 28326
County HARNETT North Carolina

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

Legal Description (Complete ALL applicable)

Plat Reference Lot Unit 4 Block/Section N/A Subdivision/Condominium N/A
as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is DN# 9553 86 9929

Other description VACANT LAND APPROX 39.86 ACRES

Some or all of the Property may be described in Deed Book 02577 at Page 0445

(d) Purchase Price

\$ 120,000.00

\$ -0-

\$ 1,000.00

\$ -0-

\$ -0-

\$ -0-

\$ 119,000.00

paid in U.S. Dollars upon the following terms

BY DUE DILIGENCE FEE made payable to Seller

BY INITIAL EARNST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer by [] cash [x] personal check [] official bank check [] other N/A

BY (ADDITIONAL) EARNST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than TIME

BEING OF THE ESSENCE with regard to said date

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 (Standard Form 2A6 T)

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A3 T)

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by the Effective Date or 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 Seller shall have the right to terminate this Contract upon written notice to Buyer



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



STANDARD FORM 12 T Revised 1/2011 © 1/2011

Buyer initials DCS TLS Seller initials [signature]

(c) **Earnest Money Deposit** The Initial Earnest Money Deposit the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction hereinafter collectively referred to as Earnest Money Deposit shall be deposited and held in escrow by Escrow Agent until Closing 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) a condition of any resulting contract is not satisfied then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller the Earnest Money Deposit 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 the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit the prevailing party in the proceeding shall be entitled to recover from the non prevailing party reasonable attorney fees and court cost incurred in connection with the proceeding.

(f) **Escrow Agent** (insert name) Patterson Real Estate

(NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow a licensed real estate broker (Broker) is required by state law (and Escrow Agent if not a Broker hereby agrees) to return the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the party consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively if a Broker is holding the Earnest Money Deposit the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.C.S. §9A-12.)

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW ACCOUNT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **Effective Date** The date that (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer if any and (2) such signing or initialing is communicated to the party making the offer or counteroffer is the date may be.

(h) **Due Diligence** Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract including but not necessarily limited to the matters described in Paragraph 2 below to decide whether Buyer in Buyer's sole discretion will proceed with or terminate the transaction.

(i) **Due Diligence Fee** A negotiated amount if any paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non refundable except in the event of a material breach of this Contract by Seller or if this Contract is terminated under Paragraph 6(1) or Paragraph 9 or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **Due Diligence Period** The period beginning on the Effective Date and extending through 5:00 p.m. on 4-8-11 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) **Settlement** The proper execution and delivery to the settlement agent of all documents necessary to complete the transaction contemplated by this Contract including the deed, settlement statement, deed of trust and other loan or conveyance documents and the settlement agent's receipt of all funds necessary to complete such transaction.

(l) **Settlement Date** The parties agree that Settlement will take place on 4-22-11 (the Settlement Date) unless otherwise agreed in writing at a time and place designated by Buyer.

Buyer initials DES TJS Seller initials CM

(m) **Closing** The legal process which results in the transfer of title to the Property from Seller to Buyer. Closing includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the settlement agent's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the settlement agent after Settlement. Upon such recordation of the deed(s) and deed(s) of trust, if any, Closing shall be deemed completed and the proceeds of sale shall be disbursed by the settlement agent in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statute. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the settlement agent is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

(n) **Special Assessments** A charge against the Property by a governmental authority in addition to ad valorem taxes or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

Proposed Special Assessment A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

Confirmed Special Assessment A Special Assessment that has been approved prior to Settlement, whether or not it is fully payable at time of Settlement.

BUYER'S DUE DILIGENCE PROCESS

(1) **Loan** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan, if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer with sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspection of the Property a Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil, Utilities And Environmental** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system; (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit; (3) the availability and expense to connect to a public or community sewer system; and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well; (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit; (3) the availability, costs and expenses to connect to a public or community water system or a shared private well; and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals** An appraisal of the Property.
- (vi) **Survey** A survey to determine whether there are any encroachments on the Property from adjacent properties (fences, driveways, etc.), encroachments from the Property onto adjacent properties, road or utility easements crossing the Property, lack of legal access to a public right of way, or indefinite or erroneous legal descriptions in previous deeds to the Property.
- (vii) **Zoning and Governmental Regulation** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Buyer's Obligation to Repair Damage** 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 but Buyer shall not be responsible for any damage caused by accepted practices applicable to any NC licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity** 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 except 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. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate** Buyer shall have the right to terminate this Contract for any reason or no reason by delivering to Seller written notice of termination (the Termination Notice) during the Due Diligence Period (or any agreed upon written extension of the Due Diligence Period) **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, the Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract prior to the expiration of the Due Diligence Period unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence.

NOTE Following the Due Diligence Period, Buyer may still exercise a right to terminate this Contract for any other reason permitted under the terms of this Contract or North Carolina law.

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

3 BUYER REPRESENTATIONS

(a) **Loan** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other N/A loan at a Fixed Rate Adjustable Rate in the principal amount of \$120,000.00 for a term of 30 year(s) at an initial interest rate not to exceed 8 per annum (the Loan).

NOTE If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised prior to signing this offer to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (**NOTE** If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2 T) with this offer.)

(c) **Performance of Buyer's Financial Obligations** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4 BUYER OBLIGATIONS

(a) **Owners' Association Fees/Charges** Buyer shall pay any fees required for confirming 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. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum (Standard Form 2A12 T).

(b) **Responsibility for Proposed Special Assessments** Buyer shall take title subject to all Proposed Special Assessments disclosed by Seller in Paragraph 5(b) if any.

(c) **Responsibility for Certain Costs** 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 Settlement

5 SELLER REPRESENTATIONS

(a) **Ownership** Seller represents that Seller
 has owned the Property for at least one year
 has owned the Property for less than one year
 does not yet own the Property

(b) **Assessments** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert None or the identification of such assessments if any) None

Seller warrants that there are no Confirmed Special Assessment except as follows (Insert None or the identification of such assessments if any) None

(c) **Owners Association(s) and Dues** To best of Seller's knowledge ownership of the Property subjects does not subject Buyer to regulation by one or more owners association(s) and governing documents which impose various mandatory covenants conditions and restrictions upon the Property and Buyer's enjoyment thereof including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners association then an Owners Association Disclosure and Addendum (Standard Form 2A12.1) shall be completed by Seller at Seller's expense and must be attached as an addendum to this Contract

(d) **Sewage System Permit** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed which representation survives Closing but makes no further representations as to the system

(e) **Private Drinking Water Well Permit** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed which representation survives Closing but makes no further representations as to the well (If well installed after July 1, 2008 attach Improvement Permit hereto)

6 SELLER OBLIGATIONS

(a) **Evidence of Title** Seller agrees to use best effort to deliver to Buyer as soon as reasonably possible after the Effective Date copies of all title information in possession of or available to Seller including but not limited to title insurance policies attorney 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 title insurer or its agent to release and disclose all materials in the Property's title insurer (or title insurer's agents) file to Buyer and both Buyer's and Seller's agents and attorneys

(b) **Access to Property** Seller shall provide reasonable access to the Property (including working existing utilities) through the earlier of Closing or possession by Buyer. To the extent applicable Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests inspections and other evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well

(c) **Removal of Seller's Property** Seller shall remove by the date possession is made available to Buyer all personal property which is not a part of the purchase and all garbage and debris from the Property

(d) **Affidavit and Indemnification Agreement** Seller shall furnish at Settlement an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurer if any executed by Seller and any person or entity who has performed or furnished labor services materials or rental equipment as described in N.C.G.S. §44A-8 to the Property within 170 days prior to the date of Settlement verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom

(e) **Payment and Satisfaction of Liens** 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 Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing

(f) **Title Legal Access** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein which shall convey fee simple marketable and insurable title free of all encumbrances except ad valorem taxes for the current year (prorated through the date of Settlement) utility easement 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 in writing. The Property must have legal access to a public right of way.

NOTE If any sale of the Property may be a short sale consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14 I) as an addendum to this Contract.

(g) **Deed Excise Taxes** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract and for state and county excise taxes required by law. The deed is to be made to Daniel P Stewart and wife Tammy L Stewart

(h) **Agreement to Pay Buyer Expenses** Seller shall pay at Settlement \$ -0- toward any of Buyer's expenses associated with the purchase of the Property less any portion disapproved by Buyer's lender.

NOTE Examples of Buyer's expenses associated with the purchase of the Property include but are not limited to discount point loan origination fees appraisal fees attorney's fees inspection fees and pre-pays (taxes insurance owners association dues etc.)

(i) **Payment of Confirmed Special Assessments** Seller shall pay all Confirmed Special Assessments if any provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties** All property tax late listing penalties if any shall be paid by Seller.

(k) **Owners Association Disclosure and Addendum (Standard Form 2A17 T)** If applicable Seller shall provide the completed Owners Association Disclosure and Addendum (Standard Form 2A17 F) to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract and Buyer elects to terminate this Contract as a result of such failure or breach then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies.

7 PRORATIONS AND ADJUSTMENTS Unless otherwise provided the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property** Ad valorem taxes on real property shall be prorated on a calendar year basis.
- (b) **Rents** Rents if any for the Property.
- (c) **Dues** Owners association regular assessments (due) and other like charges.

8 CONDITION OF PROPERTY AT CLOSING The Property must be in substantially the same or better condition at Closing as on the date of this offer (normal wear and tear excepted).

9 RISK OF LOSS The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract Buyer shall be entitled to receive in addition to the Property any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10 DELAY IN SETTLEMENT/CLOSING Absent agreement to the contrary in this Contract or any subsequent modification thereto if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement (Delaying Party) and if the other party is ready, willing and able to complete Settlement on the Settlement Date (Non Delaying Party) then the Delaying Party shall give as much notice as possible to the Non Delaying Party and settlement agent and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date or to further extend the Settlement Date by written agreement then the Delaying Party shall be in breach and the Non Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

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

12 **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 BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- Additional Provisions Addendum (Form 2A11 T)
- Loan Assumption Addendum (Form 2A6 I)
- Back Up Contract Addendum (Form 2A1 T)
- Owners Association Disclosure And Addendum (Form 2A12 T)
- Contingent Sale Addendum (Form 2A2 T)
- Seller Financing Addendum (Form 2A5 T)
- Short Sale Addendum (Form 2A14 I)
- OTHER n/a

13 **ASSIGNMENTS** This Contract may not be assigned without the written consent of all parties except in connection with a tax deferred exchange but if assigned by agreement then this Contract shall be binding on the assignee and assignee's heirs and successors.

14 **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. Buyer and Seller shall execute such additional documents including assignment of this Contract in connection therewith at no cost to the non-exchanging party as shall be required to give effect to this provision.

15 **PARTIES** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

16 **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.

17 **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 or contained in any listing agreement, buyer agency agreement or any other agency agreement between them.

18 **NOTICE** 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 Information section below. Seller and Buyer agree that the Notice Information and Escrow Acknowledgment sections below shall not constitute a material part of this 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.

19 **EXECUTION** This Contract may be signed in multiple originals or counterparts all of which together constitute one and the same instrument and the parties adopt as their seals the word "SEAL" beside their signatures below.

20 **COMPUTATION OF DAYS** Unless otherwise provided for purposes of this Contract the term "days" shall mean consecutive calendar days including Saturdays, Sundays and holidays whether federal, state, local or religious. For the purposes of calculating days the count of days shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

Buyer initials DPS TLG Seller initials CHD

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

This offer shall become a binding contract on the Effective Date

Date 3-12-11
 Buyer [Signature] (SEAL)

Date 3/17/11
 Seller [Signature] (SEAL)
 Date 3-12-11
 Buyer [Signature] (SEAL)

Date 3-12-11
 Buyer Tammy L. Stewart (SEAL)

Seller _____ (SEAL)

Date _____

Date _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS

SELLER NOTICE ADDRESS

Mailing Address 6400 Hollyhock Court
Fayetteville, N.C. 28303
 Buyer Fax# _____
 Buyer E-mail stewdog82@embarqmail.com

Mailing Address P.O. Box 819
Sanford, N.C. 27330
 Seller Fax# _____
 Seller E-mail ATTN:sclyde@gmail.com

SELLING AGENT NOTICE ADDRESS

LISTING AGENT NOTICE ADDRESS

Firm Name Patterson Real Estate
 Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
 Mailing Address 1254 Post Office Road
Sanford, N.C. 27330
 Individual Selling Agent Barry Patterson
 Acting as Designated Dual Agent (check only if applicable)
 License # 137244
 Selling Agent Phone# 919 776 4241
 Selling Agent Fax# 919 776 4241
 Selling Agent E-mail PATTERSONREALTY@windstream.net

Firm Name Patterson Real Estate
 Acting as Seller's Agent Dual Agent
 Mailing Address _____
 Individual Listing Agent _____
 Acting as Designated Dual Agent (check only if applicable)
 License # SA ME
 Listing Agent Phone# _____
 Listing Agent Fax# _____
 Listing Agent E-mail _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof

Date 3 12 11

Firm Patterson Real Estate
 By Barry Patterson
Barry Patterson
 (Signature)
 (Print name)