

Initial Application Date: 4-5-11

Application # 11500210393

Owner: BBC Enterprises 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

Buyer: William and Susan Ledesper  
LANDOWNER: William and Susan Ledesper Mailing Address: 5511 Ramsey St. Suite 300 Fay, NC 28311

City: Fay State: NC Zip: 28311 Home #: \_\_\_\_\_ Contact #: 910 977-2562

APPLICANT: GARY W. ROBINSON Mailing Address: 5511 Ramsey St. Suite 300 Fay, NC 28311

City: Fay State: NC Zip: 28311 Home #: \_\_\_\_\_ Contact #: 910 977 2562  
\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Billy Elmore Phone #: 910 728-1554

PROPERTY LOCATION: Subdivision w/phase or section: West Dove Ridge Ln Lot #: 1 Lot Acreage: .90 AC

State Road #: 1120 State Road Name: Dove Ridge Ln (Overhills Rd) Map Book & Page: 2011 / 153

Parcel: 90 01 0514 0000 PIN: 0514-29-3128.000

Zoning: B20B Flood Zone: X Watershed: NA Deed Book & Page: 1490, 443-5 PE Premise #: SouthKiver

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: \_\_\_\_\_

- Take hwy 210 S to overhills road Turn right 6 miles into Dove Ridge on Right. Turn left at 1st intersection, lot on right

PROPOSED USE: \*Homes with Progress Energy as service provider need to supply premise number from Progress Energy **Circle:**

SFD (Size 57 x 80) # Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) 0 Garage yes Deck \_\_\_\_\_ **Crawl Space** Slab  
(Is the bonus room finished? yes w/ a closet no if so add in with # bedrooms)

Mod (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Site Built Deck \_\_\_\_\_ ON Frame / OFF  
(Is the second floor finished? \_\_\_\_\_ Any other site built additions? \_\_\_\_\_)

Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ (site built? \_\_\_\_\_) Deck \_\_\_\_\_ (site built? \_\_\_\_\_)

Duplex (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_

Home Occupation # Rooms \_\_\_\_\_ Use \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees \_\_\_\_\_

Addition/Accessory/Other (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_ Closets in addition ( ) yes ( ) no

Water Supply:  County ( ) New Well ( ) Existing Well (No. dwellings \_\_\_\_\_) **MUST** have operable water before final

Sewage Supply:  New Septic Tank (Complete **New Tank Checklist**) ( ) Existing Septic Tank ( ) 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 (X) NO

Structures (existing or proposed): Single family dwellings  Manufactured Homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

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

Front Minimum 35 Actual 35.2

Rear 25 132.8

Closest Side 10 47.4

Sidestreet/corner lot \_\_\_\_\_

Nearest Building on same lot \_\_\_\_\_

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted.

I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Gary W. Robinson  
Signature of Owner or Owner's Agent

3/31/11  
Date

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

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

MAP NO. 99-494

PC F, SL 314B

SITE PLAN APPROVAL

DISTRICT *BABER*

#BEDROOMS *3*

USE *SFD*

*4-5-11*

*[Signature]*

(TIE LINE)

S 24°05'

NIS

120.

S 65°55'07"E 175.00'

NIS

28' SETBACK

0.90 ACRES

A PORTION OF 8.23

DB: 1490, PG: 443

MAP NO. 2001-325

PIN 0544-29-3128.000

PARCEL ID. 010514 0600

10' SETBACK

S 24°05'59"W 225.00'

(LINE)

200.26'

28.07'

CP

N 24°05'59"E 225.00'

10' SETBACK

47.6

35' SETBACK

EXISTING 10' WATERLINE EASEMENT

PC F, SLIDE 313A

N 65°55'07"W 175.00'

NIS

50.00'

S 24°04'53"W

EX. 6" WATERMAIN

EX. 6" WATERMAIN

CP N 26°32'13"E

85.00'

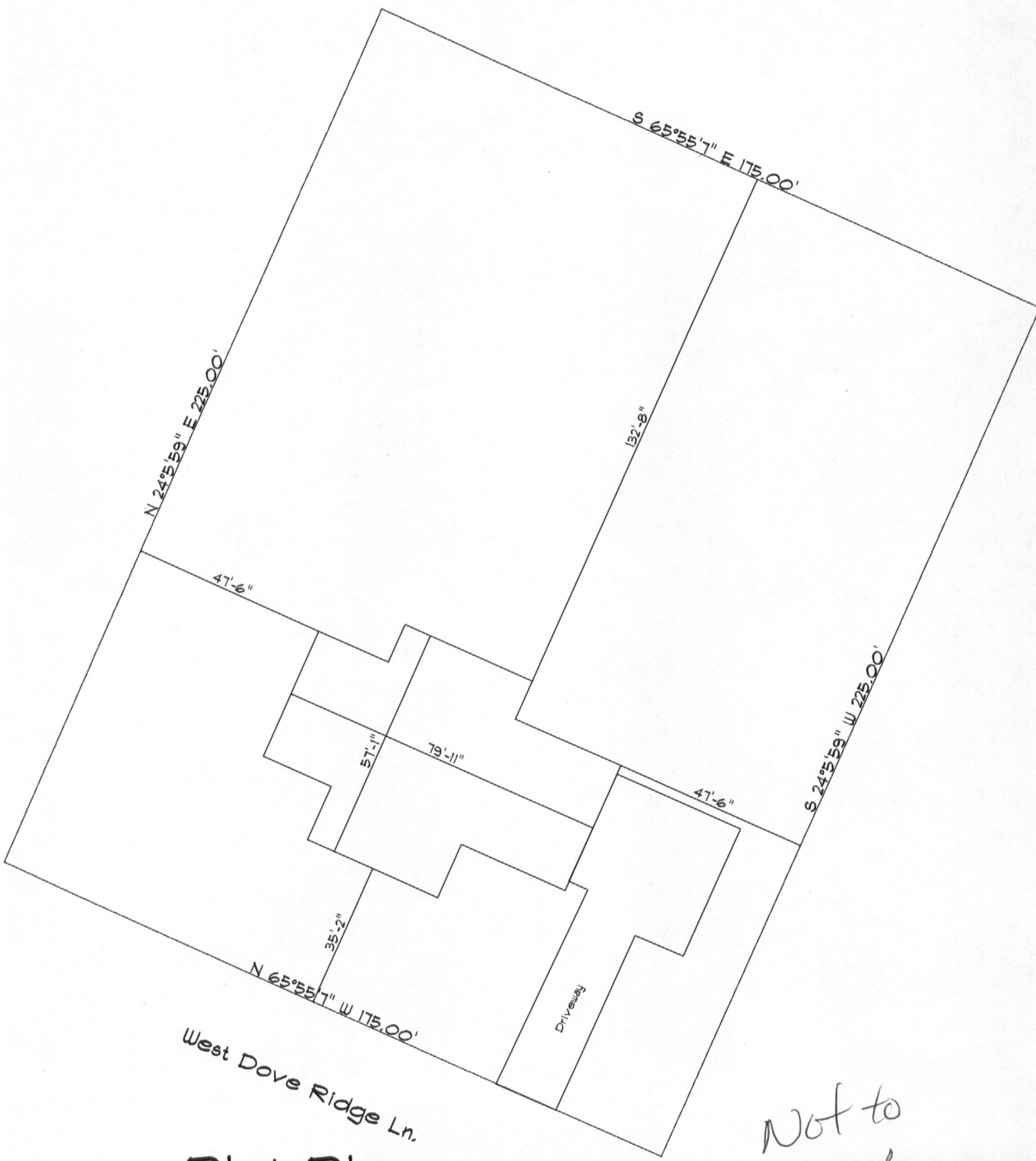
CP

N 65°55'07"W 131.93'

CP

2.82'

1/2 E RIDGE LN.



West Dove Ridge Ln.

# Plot Plan

Scale: 1" = 30'

*Not to Scale*







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

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 System** Code 800

- Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

**Environmental Health Existing Tank Inspections** Code 800

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

**SEPTIC**

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

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

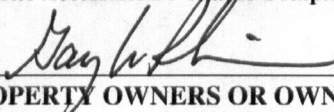
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

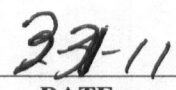
- { } YES {  } NO Does the site contain any Jurisdictional Wetlands?  
 { } YES {  } NO Do you plan to have an irrigation system now or in the future?  
 { } YES {  } NO Does or will the building contain any drains? Please explain. \_\_\_\_\_  
 { } YES {  } NO Are there any existing wells, springs,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

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

**I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules.**

**I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.**

  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

  
DATE

# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mike@southeasternsoil.com

March 6, 2011

Harnett County Health Department  
307 Cornelius Harnett Blvd.  
Lillington, N.C. 27546

Re: Soil evaluation and final septic recommendation, 0.90 acre lot, BBC Enterprises,  
West Dove Ridge Lane, Harnett County, North Carolina

To whom it may concern,

A preliminary soils investigation has been completed for the above referenced lot. The property is located on West Dove Ridge Lane (off NCSR 1120) as shown on the accompanying map. The purpose of the investigation was to determine the ability of the soil to support any subsurface waste disposal system for the proposed lot. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

The lot appears to contain at least one area that meets minimum criteria for subsurface waste disposal systems for at least a typical (60' x 60') 5 bedroom home (may include the use of conventional drainlines, gravelless drainlines, fill, french drains, etc.). Soil characteristics in the usable areas were dominantly provisionally suitable 36 inches including .1940, .1941, .1942, .1943, .1944 and .1945. A soil map indicating typical soil areas that meet these criteria is enclosed. The lot appears to contain sufficient available space for a repair area for at least a typical 5 bedroom home (may include the use of any of the systems mentioned above).


**This lot may require specific design/layout on our part prior to action by the local health department due to space and soil considerations (at separate cost to client). Specific house location, house size, driveway location and/or side entry garage may be required on any individual lot. There should be no grading or other site disturbance in soil areas designated as usable for subsurface waste disposal until approved by the local health department (any site disturbance could remove soil and render the area unusable).**



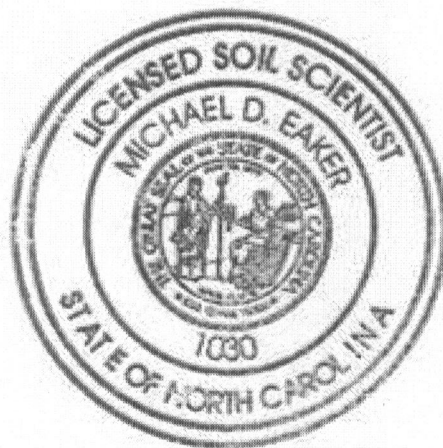
When evaluated, the soil areas designated as usable for subsurface waste disposal were dry to at least 24 inches. During wetter time periods, subsurface water could be found in any of these soil areas at shallower depths. The local health department has the authority to deny a permit to any soil where water saturates a soil boring. SSEA cannot be certain that this will not occur on any of these lots. If this occurs (and cannot be remedied with a french drain or other drainage), any of these lots could become unsuitable due to .1942 (soil wetness).

As with any property, this report does not guarantee, represent or imply approval or issuance of improvement permit as needed by the client from the local health department (as such, any potential buyers of these properties should obtain appropriate permits from the local health department prior to making and/or completing purchase obligations or financial commitments. Since professional opinions sometimes differ, an actual improvement permit issuance by the local health department is the only "guarantee" of a site's suitability for a buyers intended use.) This report only addresses rules in force at the time of evaluation. Permits will only be granted if the local health department concurs with the findings of this report. This report only represents my professional opinion as a licensed soil scientist. I trust this is the information you require at this time. If you have any questions, please call.

Sincerely,



Mike Eaker  
NC Licensed Soil Scientist





BBC ENTERPRISES



WESTERN MEDICAL GROUP

DB:1062,PG:317

CHAD & TAMMIE LINNERTFELT  
DB:1498,PG:906  
MAP NO. 2000-384  
MAP NO. 99-484  
PC F, SL 314B

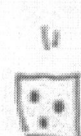
STEPHEN & CAROL HUNTER  
DB:2044,PG:643  
MAP NO. 2000-384  
MAP NO. 99-498

WEST DOVE RIDGE LN.

SP  
H2P  
←  
PROPOSED 50' INGRESS, EGRESS, REGRESS AND UTILITY EASEMENT

PROPOSED 50' INGRESS, EGRESS, REGRESS AND UTILITY EASEMENT

BBC ENTERPRISES  
DB:1490,PG:443  
MAP NO. 2001-328



Provisionally Suitable  
for Septic

OFFER TO PURCHASE AND CONTRACT

William Bitt and Susan Lederer

\_\_\_\_\_ , as Buyer,  
hereby offers to purchase and BBC Enterprises \_\_\_\_\_ , as Seller,  
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all  
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),  
upon the following terms and conditions;

1. REAL PROPERTY: Located <sup>near</sup> in the City of Spring Lake \_\_\_\_\_ ,  
County of Harnett \_\_\_\_\_ , State of North Carolina, being known as and more particularly described as:  
Street Address \_\_\_\_\_ Zip \_\_\_\_\_

Legal Description: 1 Lot in Dove Ridge, Size 175' x 225' deep  
(  All  A portion of the property in Deed Reference: Book 1490 , Page No. 443-5 , Harnett County.)

NOTE: Prior to signing this Offer to Purchase and Contract, 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. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures,  
ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door  
screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa  
equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls,  
outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and  
any other items attached or affixed to the Property, EXCEPT the following items:  
N/A

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ 55,000.00 and shall be paid as follows:

(a) \$ 2,500.00 , EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  
 certified check  other: \_\_\_\_\_ to be deposited and held in escrow by  
W. G. Wellons Realty, Inc ("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.

(b) \$ \_\_\_\_\_ , ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than  
\_\_\_\_\_ , TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ \_\_\_\_\_ , OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the  
Effective Date as set forth in paragraph 23. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

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

(f) \$ 52,500.00 , BALANCE of the purchase price in cash at Closing.



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



STANDARD FORM 2 - T  
© 7/2005

Buyer Initials WHL SGL Seller Initials [Signature]

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

- (a) Buyer must be able to obtain a  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Other: \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ (plus any financed VA Funding Fee or FHA MIP) for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum, with mortgage loan discount points 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 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 \_\_\_\_\_ purposes.
- (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.

6. **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: See attached

(Insert "None" or the identification of such assessments, if any.) 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, if any, unless otherwise agreed as follows: None

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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) 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 \$ NA per \_\_\_\_\_.

8. **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.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **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.



11. **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.

12. **PROPERTY DISCLOSURE:**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

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

**ALTERNATIVE 1:**

(a) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before NA (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within NA days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except NA, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) **Repairs:** Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

Buyer Initials WHL SGL Seller Initials [Signature]

(e) **Cost Of Repair Contingency:** Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate obtained by Buyer of the total cost of repairs required by (a) and (b) and/or remediation required by (d) above equals or exceeds \$ N/A, then Buyer shall have the option to terminate this contract pursuant to this Cost of Repair Contingency no later than seven (7) days following the Inspection Date and all earnest monies shall be refunded to Buyer.

(f) **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 N/A. The cost of the appraisal shall be borne by Buyer.

**(g) 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 4(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 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, 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 5. 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. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

**15. 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 After Jan. 1, 2011, at a place designated by Buyer. The deed is to be made to Bill and Susan Lederer

**16. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing:  a Buyer Possession Before Closing Agreement is attached. OR,  a Seller Possession After Closing Agreement is attached.

**17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)**  
See attached,

**18. 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 all deposits 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 the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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: 31 Jan 11 Date: 11-30-10  
Buyer William Job (SEAL) Seller William S. Wilkins Jr (SEAL)  
Date: 31 Jan 11 Date: \_\_\_\_\_  
Buyer Susan Ledner (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: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Selling Agent/Firm/Phone \_\_\_\_\_  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Listing Agent/Firm/Phone \_\_\_\_\_  
Acting as  Seller's (sub)Agent  Dual Agent



Contract between Bill and Susan Lederer, Purchaser and BBC Enterprises, Seller

Item 17. Other provisions and conditions:

1. Seller will approve architectural plans of house.
2. If and when the adjoining property is developed and any kind of association is formed, the purchaser will join that association with no exceptions.
3. When adjoining property owned by BBC Enterprises is developed, purchaser can be assessed the cost of development on a cost per lineal front foot of his property that the Harnett County ordinance requires the developer to do.
4. Seller agrees to pay \$300 annually as a maintenance fee for common area upkeep to include the street until property is developed and streets are maintained by the State or until the purchaser becomes part of a Homeowners Association.
5. Sale of property is subject to zoning approval by Harnett County.
6. Purchaser reserves the right of first refusal on any lot that abuts the purchaser's property when developed by owner or owner decides to sell.

Buyers Initials WHL SGL Seller Initials WSP