	5	1	15
Initial Application Date:_	<u> </u>		<u>. U</u>

Application # _	15	50034095
	CU#	

#### COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting

108 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

"A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION" SCHAUA Mailing Address: 174 BWEGRASS CT. State: N. C. Zip: 27501 Contact No: 919-552-4517 Email: City: ANGLEP Mailing Address: 1/800 EDGEWATER CT. State: NC Zip: 27014 Contact No: 919-291-2010 Email: HUNTERL BLACKBURN GEMAIL. COM \*Please fill out applicant information if different than landowner Phone # CONTACT NAME APPLYING IN OFFICE: PROPERTY LOCATION: Subdivision: State Road Name Watershed: Deed Book & Page: from Progress Energy. \*New structures with Progress Energy as service provider need to supply premise number PROPOSED USE: Monolithic Basement(w/wo bath): (Is the bonus room finished? (\_\_\_) yes (\_\_\_) no w/ a closet? (\_\_\_) yes (\_\_\_) no (if yes add in with # bedrooms) \_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:\_ Use: Hours of Operation:\_\_\_ Home Occupation: # Rooms: \_\_ Closets in addition? (\_\_\_) yes (\_\_\_) no Addition/Accessory/Other: (Size \_\_\_\_x \_\_\_) Use:\_\_\_\_\_ County Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_\_) \*Must have operable water before final / 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 Does the property contain any easements whether underground or overhead ( $\underline{V}$ ) yes ( $\underline{\phantom{V}}$ ) no 11 LLCTLL ( $\underline{\phantom{V}}$ ) ( $\underline{\phantom{V}}$ ) ves Manufactured Homes: Other (specify): Structures (existing or proposed): Single family dwellings: Required Residential Property Line Setbacks: Front Rear Closest Side Sidestreet/corner lo **Nearest Building** on same lot

Residential Land Use Application

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NOR	S KD	<del>} . ,</del>	LEFET	<u>0</u> 2	NHEELEI	DR	(NEILS	CREE	K FARMS	SUK T	<u> </u>	, RIGHT	_
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if permits a	are granted I	agree to	conform to a	all ordinar	nces and laws o	f the State	e of North C	arolina r	egulating such	work and th	e specific	ations of plans	 submitted
hereby st	ate that fore	going star	tements are	accurate	and correct to th	ne best of	my knowled	ige. Pe	rmit subject to re	evocation if	false info	rmation is provid	ded.
			<i>P</i> 5		or Owner's Ac			_	5/11/1	<u>5</u>			

<sup>\*\*\*</sup>It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.\*\*\*

<sup>\*\*</sup>This application expires 6 months from the initial date if permits have not been issued\*\*

2.5 gri 165 CLOVER SITE PLANAPPROMIL DISE OF DE SHE RAN BEDROOMS 5.11.15

		2000000
County Hos	*This application to be filled out when applying for a septic system inspection.*	ķ
IF THE INFORMA		
PERMIT OR AUTH	HORIZATION TO CONSTRUCT SHALL DESCRIPTION OF THE SITE IS ALTERED, THEN	THE IMPROVEMENT
depending upon doc	rumentation submitted. (Complete site plan = 60 months: Complete site plan = 60 months: Comple	onths or without expiration
1	CONTENT A	0091,099
₩ All prop	Ital Dealth New Sentic SystemCodo 200	
lines mus	erty irons must be made visible. Place "pink property flags" on each corner in stable because approximately every 50 feet between corners.	on of lot. All property
<ul> <li>Place "or</li> </ul>	range house corner flags" at each corner of the proposed attractions at	
out buildi	ings, swimming pools, etc. Place flags per site plan developed at/for Central Permi	ways, garages, decks,
	and but the property of the pr	· ·
• All lots to	o be addressed within 10 husiness days after confirmation 202.00	ade property.
•		spection. Please note
	ion number given at end of recording for proof of request.  2Gov or IVR to verify results. Once approved, proceed to Central Permitting for pe	
	grifeann Exisuna i ank inspections (1040 - 900	rmits.
<ul> <li>Follow apo</li> </ul>	OVE INSTRUCTIONS for placing flags and card on property	
- riepare it	Of Inspection by removing soil over outlet and of tank as discuss to the	d lift lid straight up (if
,,	and then <b>put lid back in place</b> . (Unless inspection is for a septic tank in a mobile h	iome park)
<ul> <li>After unco</li> </ul>	vering outlet end call the voice permitting system at 010,000 7505 and and 0	not mostfinest.
	Parintel mon dec code dod for Environmental Health inchection. Diceas have	confirmation number
	2Gov or IVR to hear results. Once approved, proceed to Central Permitting for rema	
If applying for author	rization to construct please indicate desired system type(s): can be ranked in order of preference	. must choose one
{}} Accepted	{} Innovative {\bigselow} Conventional {} Any	, must enouge one.
{}} Alternative		
The applicant shall no question. If the answ	otify the local health department upon submittal of this application if any of the following a zer is "yes", applicant MUST ATTACH SUPPORTING DOCUMENTATION:	apply to the property in
{_}}YES { <b>×</b> } NO	any bandedonal wettands:	
{_}}YES { <b>×</b> } NO	Do you plan to have an <u>irrigation system</u> now or in the future?	
{_}}YES { <b>X</b> } NO	Does or will the building contain any <u>drains</u> ? Please explain	
{}}YES	Are there any existing wells, springs, waterlines or Wastewater Systems on this prope	erty?
{}}YES { <b>∠</b> } NO	Is any wastewater going to be generated on the site other than domestic sewage?	
{}}YES { <b>×</b> } NO	Is the site subject to approval by any other Public Agency?	
{},YES { <b>★</b> } NO	Are there any Easements or Right of Ways on this property?	
{_ <b>V</b> }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 Appli	ication And Certify That The Information Provided Herein Is True, Complete And Correct. A	uthorized County And
State Officials Are Grai	nted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applic	cable Laws And Rules
I Understand That I An	n Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Co	orners And Making
The Site Accessible So T	That A Complete Site Evaluation Can Be Performed.	·
		5/11/15
PROPERTY OWNER	RS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)	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

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: Ti	he terms listed below shall have the respective meaning given them as set forth adjacent to each
	T TOTAL ICIALIIA
(b) "Buyer": tualter i	Stilly Blackburn
(c) "Property": The Property shall	STATE OF THE POST
improvements located thereon. NO consider including the Manufactured with this offer.  Street Address: 1.94	include all that real estate described below together with all appurtenances thereto including the TE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should include the Mobile Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) in The Standard Form 2A11-T)
County: HANNET	7in: 73571
(NOTE: Governmental authority over	r taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)
and and an analytic of the second sec	daxes, zoning, school districts, utilities and mail delivery may differ from address shown
Legal Description: (Complete All a	anticable)
riat Reference: Lot/Unit	, Block/Section
The DDI/DD	, Subdivision/Condominium NEIK Creak Frans  , as shown on Plat Book/Slide 02451 at Page(s) 05.23
The PIN/PID or other identification nu	imber of the Property is: at Page(s) at Page(s) at Page(s)
Carol doscription.	
some of all of the Property may be des	peribed in Deed Book 02451 at Page 0533
(d) "Purchase Price":	111 age0 3 3
1 0 00 c Illend	
A Alos 200.	paid in U.S. Dollars upon the following terms:
5B \$ 500.00	BY DUE DILIGENCE FFF made navable and data to the state of the state o
2/Sb = 300.4	
<b>,</b>	Agent named in Paragraph 1(f) by a cash personal check official bank check
	wire transfer, EITHER with this offer OR within five (5) days of the Effective
ф	
\$	BY (ADDITIONAL) EARNEST MONEY DEPOSIT
	official bank check or wire transfer no later than  BEING OF THE ESSENCE, with regard to said the
•	
\$	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 of the Property
	existing loan(s) secured by a deed of trust on the Property in accordance with the attached
\$	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T)
•	(Standard Form 2A5-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)
	with the proceeds of a new loan).
This form jointly approved by:	•
North Carolina Bar Association	STANDARD FORM 12-T
North Carolina Association	Davies 1 1904
REALTOR® North Carolina Association of RE	CALTORS®, Inc.  Revised 1/2015  FOUL HOUSING OFFORTURITY  © 1/2015
Buyer initials $\mathcal{H} \leq SR$	1/2013
C-21 Becky Medlin Realty 407 North Judd Parkway N. F. France Vol.	Seller initials X2C5/L OUS
Becky Medlin Produced with zipFo	C 27526 / Phone: (919)552-4517 Fax: (919)552-7800
	Phone: (919)552-4517 Fax: (919)552-7800 Untitled www.zipLogix.com

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "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 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 as liquidated damages and as Seller's 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 Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceedings are brought by Buyer or the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

<b>.</b>	44.00						wie brocci
(I)	"Escrow Agent"	(insert name):	Cantury	21	Becky	Madlis	D
NA	OPER. Td			***		1.641.5	- CAIT

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 retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-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 AGENT 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, as the case 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 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	n m	on
with regar	d to said date.										_TIME BEI	NG OF 1	THE E	SSENC	Œ

Page 2 of 11

STANDARD FORM 12-T Revised 1/2015

Buyer initials

Seller initials

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- (k) "Settlement": The proper execution and delivery to the closing attorney 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
- (m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which 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 closing attorney'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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney 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).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such 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

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

## 2. BUYER'S DUE DILIGENCE PROCESS:

(a) Loan: During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of

(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 sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

- (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 inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
  - Soil 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.
  - 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 And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.

Page 3 of 11

STANDARD FORM 12-T Revised 1/2015 © 1/2015

- Appraisals: An appraisal of the Property.
- (vi) Survey: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (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
- (viii) Flood Hazard: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood
- (ix) Utilities and Access: Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- Streets/Roads: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private, the consequences and responsibility for maintenance and the existence and terms of any maintenance agreements.
- (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 N.C. 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, this 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. Althought Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, 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. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the

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

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: loan at a loan
(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. 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.)

Page 4 of 11

STANDARD FORM 12-T Revised 1/2015

		(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 (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 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 For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).
		(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
		(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, balance of the Purchase Price unpaid at Settlement.
	5.	SELLER REPRESENTATIONS:  (a) Ownership: Seller represents that Seller:  I has owned the Property for at least one year.  I has owned the Property for less than one year.  I 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):
	1	Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such
	a	Co 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, assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) 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 stouches system.
	(e ha Ju	Private Drinking Water Well Permit: ( Applicable Not Applicable) Seller warrants that a private drinking water well as been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after ly 1, 2008, attach Improvement Permit hereto.)
6.	(a) co op au	ELLER OBLIGATIONS:  Devidence of Title: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, pies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's thorizes:  (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such 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; after the Effective Date, policy in the Property's Seller to release and disclose any 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 after the Effective Date, pieces and title insurance policies, attorney's thorizes:  (1) any attorney presently or previously representing Seller to release and disclose any 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 after the Effective Date, pieces agent agent to release the pieces agent agent agent agent to release the pieces agent

Page 5 of 11

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STANDARD FORM 12-T Revised 1/2015

- (b) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for 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(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and obligated to obtain any such cancellations following Closing.
- (f) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(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-T) as an addendum to this Contract.)

(g) Deed, Excise Taxes: Seller shall pay for preparation of a deed and all other documents necessar obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to	y to perform	Seller's
(h) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$	toward any of B	

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-paids" (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 For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

Page 6 of 11

Seller initials Elsh dls

STANDARD FORM 12-T Revised 1/2015

- (1) 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. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the
- 7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of
  - (a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property (b) Rents: Rents, if any, for the Property;

  - (c) Dues: Owners' association regular assessments (dues) and other like charges.
- 8. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable
- 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
- 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 closing attorney 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 (including any amended Settlement Date agreed to in writing by the parties) or to otherwise 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 as defined in Paragraph 1(m). 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

Additional Provisions Addendum (Form 2A11-T) Additional Signatures Addendum (Form 3-T) Back-Up Contract Addendum (Form 2A1-T) Contingent Sale Addendum (Form 2A2-T) Loan Assumption Addendum (Form 2A6-T)	Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) Seller Financing Addendum (Form 2A5-T)
OTHER:	Short Sale Addendum (Form 2A14-T)

Page 7 of 11

STANDARD FORM 12-T **Revised 1/2015** 

- 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 not assume any additional liability with respect to such tax-deferred exchange, and provided further, that a non-exchanging party shall 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 contained 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.
- 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 "Acknowledgment of Receipt of Monies" 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, performed or made.

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Page 8 of 11

Buyer initials #

Seller initi

13th do

STANDARD FORM 12-T Revised 1/2015 © 1/2015

## 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.

Mailing Address: 1800 EDGGWATER CT.  RACEIGH NC 27614	SELLER NOTICE ADDRESS:  Mailing Address:
Buyer Fax#:  Buyer E-mail:  SELLING AGENT NOTICE ADDRESS:  Firm Name:  Continue 21 B M  Acting as Buyer's Agent Seller's (sub)Agent Dual Agent	Seller Fax#:  Seller E-mail:  LISTING AGENT NOTICE ADDRESS:  Firm Name:
Individual Selling Agent: Rym Souls  Acting as a Designated Dual Agent (check only if applicable)	Acting as Seller's Agent Dual Agent  Mailing Address:  Individual Listing Agent:  Acting as a Designated Dual Agent (check only if applicable)
License #: 266654  Selling Agent Phone#: 919 - 422-661  Selling Agent Fax#:  Selling Agent E-mail: 150wc 222 Amail.com	License #:  Listing Agent Phone#:  Listing Agent Fax#:  Listing Agent E-mail:

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Page 10 of 11

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.

EFORE YOU SIGN IT.
Date: 28 ADRIL 2015
Seller GARAWA
Date:
Seller Diane L. Schalla (SEAL)
Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)  By:
Name:
Title:
Date:

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Application #

Harnett County Central Permitting
PO Box 65 Lillington NC 27546
910 893 7525 Fax 910 893 2793 www harnett org/permits

155036095

Each section below to be filled out by whomever performing work Must be owner or licensed contractor Address company name & phone must match

## **Application for Residential Building and Trades Permit**

	Owners Name HUNTER + SALLY RLACKBURN	Date <u>/0/5/15</u>
X	Site Address 94 RLVEGRASS CT. ANGIER NC Z	7501 Phone 919-291-2010
X	Directions to job site from Lillington 210 EAST LEFT ON J	AMES NOORLS, LEFT ON
	WHEELER DR, LEFT ON RIVERASS CT.	
	Subdivision <u>Deils Creek Farms</u>	Lot <u>128</u>
		# of Bedrooms
	Heated SF220 Unheated SF321 Finished Bonus Room?	OD Crawl Space X Slab
	General Contractor Information	919-868-1472
	Building Contractor's Company Name	Telephone
	285 Wheeler Drive, Angier, NC 27501	MVCustomtzimeyahoo.com
•	Address	Email Address
	60449	
	License # Flectrical Contractor Information	no
	Description of Work Wire + Electrical Contractor Information  Description of Work Wire + Electrical Contractor Information  Service Size	200Amps T-PoleYesNo
χ	TW ELECTRIC SERVICE INC.	7 <u>919 - 524 - 7384</u> Telephone
	Electrical Contractor's Company Name	Telephone
χ	541 GRAHAM POND RD.	TWELECTRIC QYMAIL. COM Email Address
•	1077 [ ]	Linaii Addi 666
X	license #	
	Mechanical/HVAC Contractor Inform	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	Description of Work That ing + HIP	onditioning -
	Stephenson Heating + Air Conditioning	919-329-0686
	Mechanical Contractor's Company Name	Telephone
	343 Shipwash Dr. Garner, NC 27529	Email Address
	Address 18644	Email Addiess
	License #	
	Plumbing Contractor Information	on o
	Description of Work Rombing Single Family Home	# Baths 2.5
	Baine, Plumbing, Inc	99-422-2133
	Plumbing Contractor's Company Name	Telephone
	239 Millwoop have, Higier, WC	Email Address
	Address	Elliali Addiess
	License #	
	Insulation Contractor Information	
-	TatumII	919-661-0999
	Insulation Contractor's Company Name & Address	Telephone '

I hereby certify that I have the authority to make necessary application, that the application is correct and that-the construction will conform to the regulations in the Building Electrical Plumbing and Mechanical codes and the Harnett County Zoning Ordinance I state the information on the above contractors is correct as known to me and that by signing below I have obtained all subcontractors permission to obtain these permits and if any changes occur including listed contractors site plan number of bedrooms building and trade plans Environmental Health permit changes or proposed use changes I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150 00 After 2 years re-issue fee is as per current fee schedule 10/9/15 Signature of Owner/Contractor/Officer(s) of Corporation Affidavit for Worker's Compensation N C G S 87-14 The undersigned applicant being the \_\_ General Contractor \_\_\_\_\_ Owner \_\_\_\_\_ Officer/Agent of the Contractor or Owner Do hereby confirm under penalties of perjury that the person(s) firm(s) or corporation(s) performing the work set forth in the permit Has three (3) or more employees and has obtained workers compensation insurance to cover them Has one (1) or more subcontractors(s) and has obtained workers compensation insurance to cover them Has one (1) or more subcontractors(s) who has their own policy of workers compensation insurance cevering themselves Has no more than two (2) employees and no subcontractors While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person firm or corporation carrying out the work Company or Name

### DO NOT REMOVE!

## Details: Appointment of Lien Agent

Entry #: 363562

Filed on: 10/08/2015 Initially filed by: Vahuebuildingcorpile

### Designated Lien Agent

**Project Property** 

Lot 128 Neil's Creek Farms

94 Bluegrass Ct.

Harnett County

Angier, NC 27501

Print & Post

Fidelity National Title Company, LLC

Online: www.liensnc.com

Address: 19 W. Hargett St., Suite 507 / Raleigh, NC

Phone: 888-690-7384

Fax: 913-489-5231 Email: support@liensnc.com Property Type

1-2 Family Dwelling

Contractors: Please post this notice on the Job Site.

Suppliers and Subcontractors:

Scan this image with your smart phone to view this filing. You can then file a Notice to Lien Agent for this project.

Owner Information

Date of First Furnishing

Hunter Blackburn 202 E. Spring St. Fuquay-Varina, NC 27526

United States

Email: sallyparkerblackburn@gmail.com

Phone: 910-658-3914

10/12/2015

View Comments (0)

Technical Support Hotline: (888) 690-7384

HARNETT COUNTY CENTRAL PERMITTING P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793 Bldg Insp scheduled before 2pm available next business day.

Page Date 10/14/15 Application Number . . . . . 15-50036095 Property Address . . . . . 94 BLUEGRASS CT

Application description . . . CP NEW RESIDENTIAL (SFD)
Subdivision Name . . . . . NEILL'S CREEK FARMS PHASE 2
Property Zoning . . . . . RES/AGRI DIST - RA-40

. . . BLDG, MECH, ELEC, PLB, INSU PERMIT Permit . .

Additional desc . .

1112366 Phone Access Code .

### Required Inspections

Seq	Phone Insp#	Insp Code	Description	Initials	Date
10 20 20-30 30-999 40-50 40-60 40-60 40-60 50-60 50-60 50-60	101 103 814 105 129 425 125 325 225 429 131 329 229	B101 B103 A814 B105 I129 R425 R125 R325 R225 R429 R131 R329 R229 H824	R*BLDG FOOTING / TEMP SVC PO R*BLDG FOUND & TEMP SVC POLE ADDRESS CONFIRMATION R*OPEN FLOOR R*INSULATION INSPECTION FOUR TRADE ROUGH IN ONE TRADE ROUGH IN THREE TRADE ROUGH IN TWO TRADE ROUGH IN FOUR TRADE FINAL ONE TRADE FINAL THREE TRADE FINAL THREE TRADE FINAL TWO TRADE FINAL TWO TRADE FINAL ENVIR. OPERATIONS PERMIT		
ARTORES ROS					

HARNETT COUNTY CENTRAL PERMITTING P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793 Bldg Insp scheduled before 2pm available next business day.

Date 10/14/15

Application Number . . . . . 15-50036095 Property Address . . . . . . 94 BLUEGRASS CT

PARCEL NUMBER . . . . . . . . 04-0663- - -0026- -64-Application type description CP NEW RESIDENTIAL (SFD) Subdivision Name . . . . . NEILL'S CREEK FARMS PHASE 2 Property Zoning . . . . . RES/AGRI DIST - RA-40

Owner

SCHALLA ERICH C JR & DIANE

174 BLUEGRASS COURT

NC 27501 ANGIER

(216) 343-8744

Contractor

VAHUE BUILDING CORP LLC

285 WHEELER DRIVE

ANGIER NC 27501

(919) 868-1472

------------

Applicant

\_\_\_\_\_\_ BLACKBURN HUNTER #128

11800 EDWATER CT

RALEIGH NC 27614

(919) 291-2010

Structure Information 000 000 62X70 3 BR FUTURE GARAGE, POOL CRAWL

Flood Zone . . . . . . . FLOOD ZONE X

Other struct info . . . . # BEDROOMS 3.00

PROPOSED USE SFD SEPTIC - EXISTING? NEW WATER SUPPLY COUNTY

Permit . . . . . BLDG, MECH, ELEC, PLB, INSU PERMIT

Additional desc . .

Phone Access Code . 1112366

Special Notes and Comments

T/S: 05/11/2015 11:00 AM DJOHNSON --

NEILLS CREEK FARMS PHS 2 LOT 128

BLUEGRASS CT

premise # 22388382

PERMIT INCLUDES BLDG, ELEC, MECH, PLUMB

INSULATION AND LAND USE.

Work must conform and comply with the

STATE BUILDING CODE and all other State

and local laws, ordinances & regulations