

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:

SS toward Angier  
Left on 210  
Left on ~~Road~~ Rawls Church Rd  
Left on Wyndham Place Dr.  
Left on Graham Ridge Ln

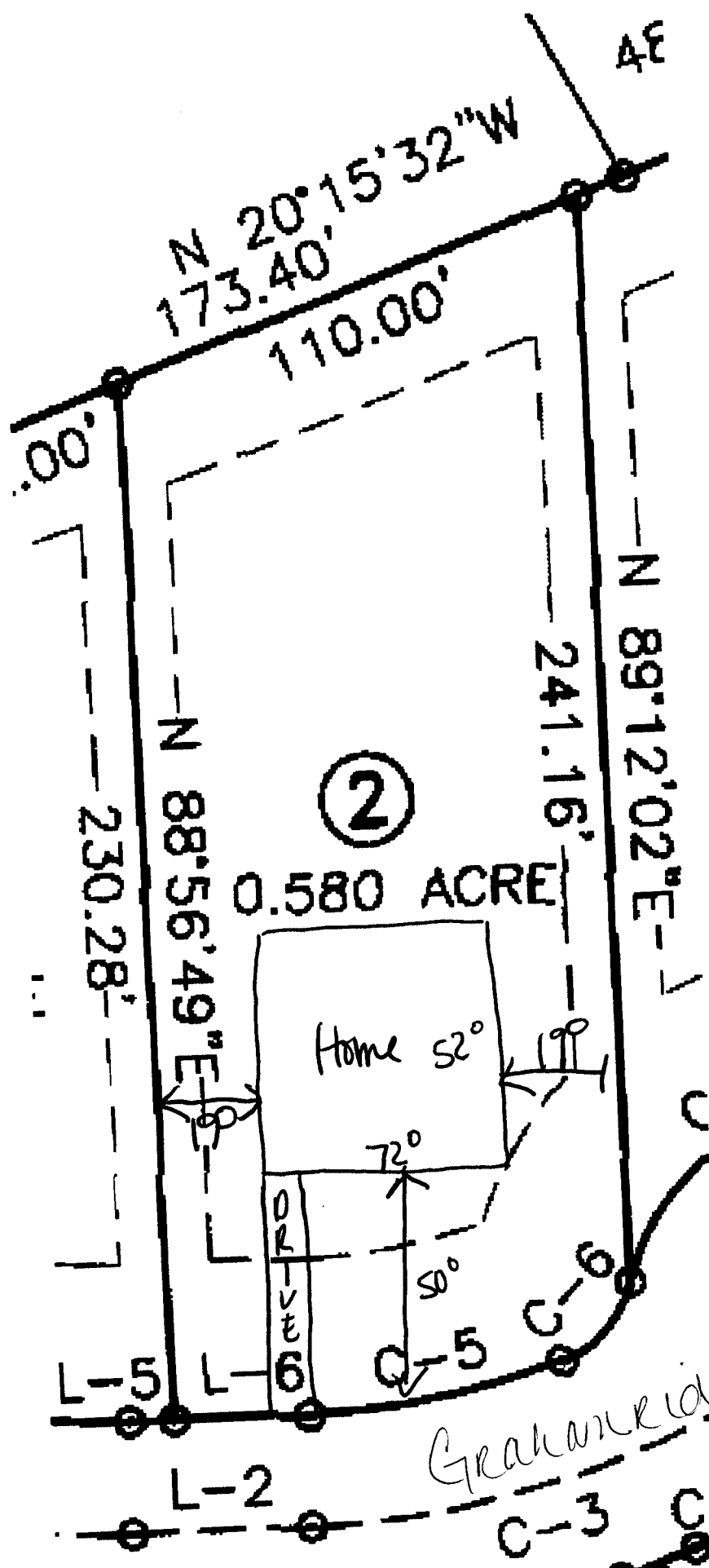
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

Stephanie G.A.  
Signature of Owner or Owner's Agent

7/13/15  
Date

\*\*\*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.\*\*\*

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



SITE PLAN APPROVAL  
 DISTRICT RA30 USE SFD  
 #BEDROOMS 3  
7.13.15 ALYCE WEM  
 ZONING ADMINISTRATOR

*Grainridge Ln*

Initial Application Date: 7/13/15

Application # 15-50036627

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\*\***

LANDOWNER: Donald R. Andrews Mailing Address: 253 Summerwind Dr.

City: Cary State: NC Zip: 27588 Contact No: 910-237-1675 Email: \_\_\_\_\_

APPLICANT: Stephanie Grant Mailing Address: 253 Silver Pl

City: Angier State: NC Zip: 27504 Contact No: 919-201-3395 Email: sgrant@sc@gmail.com

\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: \_\_\_\_\_ Phone # \_\_\_\_\_

PROPERTY LOCATION: Subdivision: Wyndham Place II Lot #: 2 Lot Size: 5880

State Road # \_\_\_\_\_ State Road Name: Grahamridge Ln - Rauls Cll. Rd. Map Book & Page: 2006/10911

Parcel: 04.0664.0038.33 PIN: 0664.98.3874

Zoning: RA30 Flood Zone: X Watershed: IV Deed Book & Page: OTD Power Company\*: Duke

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

**PROPOSED USE:**

SFD: (Size 72 x 51) # Bedrooms: 3 # Baths: 2 Basement(w/wo bath): \_\_\_\_\_ Garage:  Deck: \_\_\_\_\_ Crawl Space:  Slab: \_\_\_\_\_ Slab: \_\_\_\_\_  
(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

Does the property contain any easements whether underground or overhead ( ) yes ( ) no

Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:**

	Minimum	Actual
Front	<u>35</u>	<u>50'</u>
Rear	<u>25</u>	<u>50'</u>
Closest Side	<u>10</u>	<u>19'</u>
Sidestreet/corner lot	<u>20</u>	<u>—</u>
Nearest Building on same lot	<u>10</u>	<u>—</u>

*Proposed*  
Comments: \_\_\_\_\_

NAME: Stephanie Grant

APPLICATION #: 15-50036627

**\*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 #

010929  
7.14.15

**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?

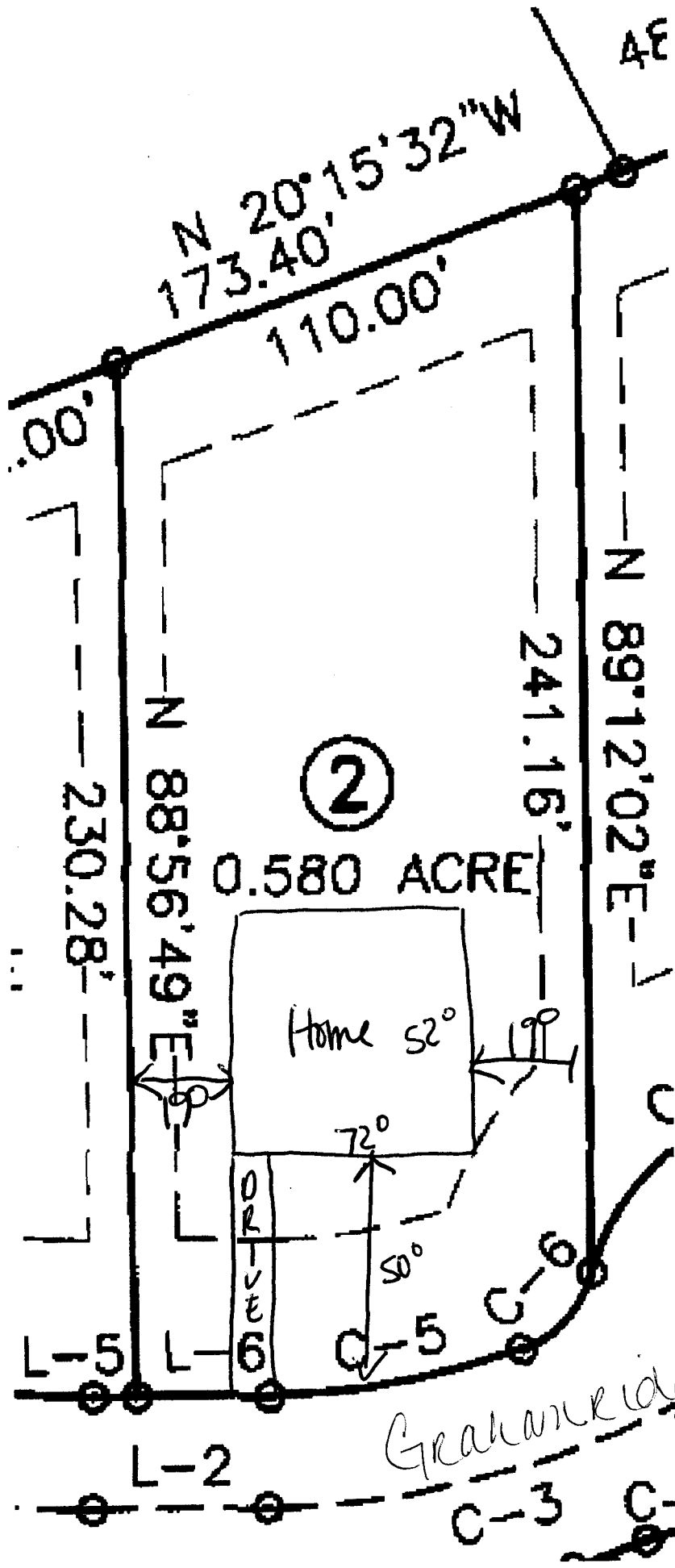
If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

**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.**

Stephanie Grant  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

7/13/15  
DATE



SITE PLAN APPROVAL  
 DISTRICT RA30 USE SFD  
 #BEDROOMS 3  
7.13.15 OLYMPIAN  
 ZONING ADMINISTRATOR



**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
 [Consult "Guidelines" (form 12G) for guidance in completing this form]

This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not plan to subdivide. It should not be used to sell property that is being subdivided unless the property has been approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale is for the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 2-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

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

**TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to their use in this contract.

"Seller": Donald R. Andrews

"Buyer": Stephanie A. Grant

"Property": The Property shall include all that real estate described below together with all appurtenances thereto including improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller shall also include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2-T) with this offer.

Property Address: 89 Grahamridge Ln Zip: 27526  
Fuquay Varina, North Carolina  
 County: Harnett  
**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown on this offer.

Legal Description: (Complete ALL applicable)  
 Reference: Lot/Unit 2, Block/Section Ph 2, Subdivision/Condominium Wyndham Place, as shown on Plat Book/Slide 2006 at Page(s) 11

PIN/PID or other identification number of the Property is: 0664-98-3874,000  
 Reference description: REID 0066536  
 Reference to or all of the Property may be described in Deed Book 1939 at Page 566

"Purchase Price":  
 \$ 35,000.00  
 \$ \_\_\_\_\_  
 \$ 500.00  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ 34,500.00

paid in U.S. Dollars upon the following terms:  
 BY DUE DILIGENCE ~~FEE~~ made payable and delivered to Seller by the Effective Date of this Contract.  
 BY INITIAL BARNEST MONBY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
 BY (ADDITIONAL) BARNEST MONBY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds or official bank check or wire transfer no later than the Effective Date of this Contract **BEING OF THE ESSENCE** with regard to said date.  
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller existing loan(s) secured by a deed of trust on the Property in accordance with the Loan Assumption Addendum (Standard Form 2A6-T).  
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (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).

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



STANDARD FORM NO. 100  
 Revised 10/01

Buyer initials [Signature] Seller initials [Signature]

id Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer fails to deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice.

**'Earnest Money Deposit':** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is 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 returned 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 an exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damages 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 against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover reasonable attorney fees and court costs incurred in connection with the proceeding.

**"Escrow Agent"** (insert name): Pope & Pope

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, the 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 Attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney shall deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**3 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 ESCROW AGENT'S OBLIGATION TO MAINTAIN SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

**"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their agreement to the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effective date of this Agreement.

**"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, in Buyer's sole discretion, will proceed with or terminate the transaction.

**"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, in which event the contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer hereby expressly waives any right that they may have to deny the right to conduct Due Diligence or to assert any defense or claim of unenforceability 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 the Due Diligence Fee.

**"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 PM on July 23, 2015 **TIME BEING OF THE ESTIMATE**

with regard to said date.

Buyer initials SD

Seller initials [Signature]



**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 the closing attorney's receipt of all funds necessary to complete such transaction.

**Settlement Date**: The parties agree that Settlement will take place on July 30, 2015 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

**Closing**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. The closing shall consist of the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recording of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible 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 after Closing. 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 disclose any liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, 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 real estate closing requires the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. Such acts and services prohibit unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may provide limited services in connection with a closing, they may not perform all the acts and services required to complete a closing which involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Association of REALTORS® and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

**Special Assessments**: A charge against the Property by a governmental authority in addition to ad valorem taxes and non-ad valorem governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), 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 by the governmental authority.

**Confirmed Special Assessment**: A Special Assessment that has been approved prior to Settlement whether or not it is a lien against the Property at time of Settlement.

**BUYER'S DUE DILIGENCE PROCESS:**

**Loan**: During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and apply for a 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 is 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.)

**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 that Buyer deems appropriate, including but NOT limited to the following:

- (i) **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.
- (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 available expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit for a private sewage system 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 (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, Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is part of a subdivision, Buyer shall also review the subdivision plat.

Buyer initials



Seller initials



subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Asso And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended Buyer determine if the owners' association charges fees for confirming owners' association information and res covenant compliance.

- v) 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 regulations that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, 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.
- ix) Utilities and Access: Availability, quality, and obligations for maintenance of utilities including electric, gas, water, sewer, communication services, stormwater management, and means of access to the Property and amenities.
- x) 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 not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to purchase a subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

**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 to the Property accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations or actions of the Property. This repair obligation shall survive any termination of this Contract.

**Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall include 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 of this Contract.

**Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon 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 **before the expiration of the Due Diligence Period**, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION**. Although 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 by law or public policy of this Contract or North Carolina law.

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

**BUYER REPRESENTATIONS:**

**Loan:** Buyer  does  does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a loan, Buyer intends to obtain a loan as follows:  Conventional  Other: CASH OFFER

Buyer initials STW

Seller initials QAF

Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year  
with an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that he does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain a written representation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

**Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan 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.)

**Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances 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.

**Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and the Seller: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose the Seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties' lender(s), their real estate agent(s) and Buyer's lender(s).

**BUYER OBLIGATIONS:**

**Owners' Association Fees/Charges:** Buyer shall be responsible for the payment of any fees charged by an owners' association. Seller warrants that there are no Confirmed Special Assessments other than those fees to be paid by Seller under Paragraph 8(j).

**Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

**Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, including but not limited to appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to settle the Purchase Price unpaid at Settlement.

**SELLER REPRESENTATIONS:**

**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.


**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 KNOWN  
Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): NONE KNOWN

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

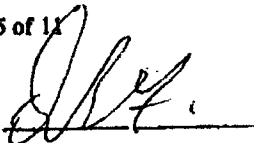
**Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described on the Sewage System Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representation as to the system.

**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 prior to 1/1/2008, attach Improvement Permit hereto.)

Buyer initials



Seller initials



STANDARD FORM  
Revised

**SELLER OBLIGATIONS:**

**Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts 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's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and payoff statements from any such lender(s).

**Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to review and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorney; (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) possession, custody, control, or possession to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's title insurance policy, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, Buyer's agent(s) and Buyer's lender(s).

**Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including view of the Property and its utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer the opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**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.

**Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and is entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity is paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause arising therefrom.

**Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall designate a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent, deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall be responsible to obtain any such cancellations following Closing.

**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 mechanical or clerical errors, 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 utility easements, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public road.

**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 constitute a breach 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.)

**Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and conveyance fees required by law. The deed is to be made to: Stephanie A Grant, unmarried

Buyer initials

Seller initials

Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$ n/a toward any of fees associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

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

Owners' Association Fees/Charges: Seller shall pay: (i) any fees required for confirming Seller's account proration on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disbursement.

Payment of Confirmed Special Assessments: Seller shall pay all Confirmed Special Assessments, if any, provided amount thereof can be reasonably determined or estimated.

Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.

Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer by the Effective Date.

Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse Buyer reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedy. If proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceedings shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceedings.

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

Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

Rents: Rents, if any, for the Property;

Dues: Owners' association regular assessments (dues) and other like charges.

CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract is contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, regardless of any survey or appraisal, except as otherwise stated.

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's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer elects to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel any insurance on the Property until after confirming recordation of the deed.

DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith 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 by the Settlement Date, 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.

Buyer initials



Seller initials



STANDARD FORM  
Revised

**PUTATION OF DAYS/TIME OF DAY:** 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 purpose of counting days, the count of "days" shall begin on the day following the day upon which any act or notice as provided herein was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

**DISCLAIMER:** 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 TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR 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. Unless specifically provided otherwise, Buyer's failure to timely deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that Seller shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

7/11/15  
Stephanie A. Grant  
Stephanie A. Grant

Date: 7-10-15  
Seller: [Signature]  
Donald B. Andrews

Buyer:

Name of LLC/Corporation/Partnership/Trust/etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Seller: \_\_\_\_\_  
Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_

**NOTICE INFORMATION**

INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE LEFT BLANK.

**BUYER NOTICE ADDRESS:**

Address: \_\_\_\_\_  
\_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail: \_\_\_\_\_

**BUYER AGENT NOTICE ADDRESS:**

Name: \_\_\_\_\_  
 Buyer's Agent  Seller's (sub)Agent  Dual Agent

Address: \_\_\_\_\_  
\_\_\_\_\_

Acting as a Designated Dual Agent: \_\_\_\_\_  
 Acting as a Designated Dual Agent (check only if applicable)

License #: \_\_\_\_\_

Agent Phone#: \_\_\_\_\_

Agent Fax#: \_\_\_\_\_

Agent E-mail: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**LISTING AGENT NOTICE ADDRESS:**

Firm Name: RE/MAX One Realty  
Acting as  Seller's Agent  Dual Agent

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Individual Listing Agent: Ann Milton  
 Acting as a Designated Dual Agent (check only if applicable)

License #: 225353

Listing Agent Phone#: (910) 237-1675

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: ann@annmilton.com

[THIS SPACE INTENTIONALLY LEFT BLANK]

**ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Donald R. Andrews \_\_\_\_\_ ("I")

Stephanie A. Grant \_\_\_\_\_ ("I")

Address: 89 Grahamridge Ln, Fuquay Varina, 27526 \_\_\_\_\_ ("Pr"

**LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

\_\_\_\_\_  
Firm: RE/MAX One Realty

By: \_\_\_\_\_  
(Signature)  
Ann Milton  
(Print name)

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**SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

\_\_\_\_\_  
Seller: \_\_\_\_\_  
(Signature)  
Donald R. Andrews

\_\_\_\_\_  
Seller: \_\_\_\_\_  
(Signature)

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**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1 of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold the same in accordance with the terms of the Offer to Purchase and Contract.

\_\_\_\_\_  
Firm: Pope & Pope

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name)

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**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

\_\_\_\_\_  
Firm: Pope & Pope

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name)