Initial Application Date:_	1028-	15
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on same lot

Residential Land Use Application

Application # _	15500	3	737	D
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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
LANDOWNED.
Mailing Address: VS
City: Hope Mills State/Cziel 348 ontact No: Irace 3633 4 Chail:
APPLICANT: //wkettlace Builde Mailing Address: 3/02 1) Main 4+
City: Hole Mills State: NC Zip: 884 State No: 9109872900 Email Com Market Place But Please fill out applicant information if different than landowner
CONTACT NAME APPLYING IN OFFICE: Chais Roberts Phone # 910 872900
M(1,1,2)
PROPERTY LOCATION: Subdivision: ///LAKet flace Lot #: 102 Lot Size: 46
State Road # State Road Name: Bue Clip Crt Map Book & Page: 20:41 199
Parcel: 03 151 1056 29 PIN: 9597-11- 0474.000
Zoning: K Watershed: M Deed Book & Page: DTP Power Company*:
*New structures with Progress Energy as service provider need to supply premise numberfrom Progress Energy.
PROPOSED USE:
SFD: (Size 40x 41c)# Bedrooms: 3 # Baths: 3 Basement(w/wo bath): Garage: Deck: Crawl Space: Slab: Slab: Slab:
(Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)
☐ Mod: (Sizex) # 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:SWDWTW (Sizex) # Bedrooms: Garage:(site built?) Deck:(site built?)
Duplex: (Sizex) No. Buildings: No. Bedrooms Per Unit:
Home Occupation: # Rooms: Use: Hours of Operation: #Employees:
Addition/Accessory/Other: (Sizex) 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
Description (All the second se
Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above 2 () yes 4
Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes
Does the property contain any easements whether underground or overhead () yes () no
Does the property contain any easements whether underground or overhead () yes () no Structures (existing or proposed) Single family dwellings: Manufactured Homes: Other (specify):
Does the property contain any easements whether underground or overhead () yes () no
Does the property contain any easements whether underground or overhead () yes () no Structures (existing or proposed) Single family dwellings: Manufactured Homes: Other (specify):
Does the property contain any easements whether underground or overhead () yes () no Structures (existing or proposed) Single family dwellings: Manufactured Homes: Other (specify): Required Residential Property Line Setbacks: Front Minimum Actual 36 Does the property contain any easements whether underground or overhead () yes () no Other (specify):
Does the property contain any easements whether underground or overhead () yes () no Structures (existing or proposed) Single family dwellings: Manufactured Homes: Other (specify): Required Residential Property Line Setbacks: Front Minimum Actual 36 Would Like Further
Does the property contain any easements whether underground or overhead () yes (

Page 1 of 2
APPLICATION CONTINUES ON BACK

03/11

ECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:	
on Market Place then IF on Blue Chip	1
ermits 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 subjectly state that foregoing statements are acceptate and correct to the best of my knowledge. Permit subject to revocation if false information is provided. Signature of Owner or Owner's Agent	mitted
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 MAP NO. 2014-199 DISTRICT RADUR USES FT #BEDROOMS dministrator NCSR # 1139 "TINGEN RD." 106.00 M..+9.10.00 N 30' BUFFER & PLANTER STRIP 1141 0.46 AC. SITE 102 STATE: NORTH CAROLINA TOWNSHIP PROPOSED PLOT PLAN - LOT - 102
"MARKET PLACE S/D", PHASE ONE CURVE RADIUS LENGTH (<u>a</u> ? BARBECUE SURVEYFOR 204.50 175.00 (<u>s</u> CHORD 80.70 COUNTY DATE: OCTOBER 01,2015 HOUSE CH.BEARING MAP REFERENCE: MAP NO. 2014-199 HARNETT 79.99' S 24 40'58"W SCALE: 1"= BENNETT SURVEYS
1862 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252 "BLUE CHIP CT." 50. 40 DRAWN BY: SURVEYED BY RVB F-1304 DRAWING NO. FIELD BOOK

WATERSHED DISTRICT

TAX PARCEL ID:

CHECKED & CLOSURE BY

15405

NAME: Market Place Builders APPLICATION#:						
This application to be filled out when applying for a septic system inspection. <u>County Health Department Application for Improvement Permit and/or Authorization to Construct</u> IF THE INFORMATION IN THIS APPLICATION TO THE APPLICATION OF						
depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration) 910-893-7525 option 1						
= it it it is the interval in						
 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 the Communication. 						
 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 <u>undergrowth</u> to allow the soin evaluation to be performed. Inspectors should be able to walk freely around site. Do not grade property. All lots to be addressed within 10 businessed days after sanding. 						
for failure to uncover outlet lid, mark house corpers and prepared to the fee may be incurred						
 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 						
Use Click2Gov or IVR to verify results. Once approved proceed to Central Deventition (
= = = = = = = = = = = = = = = = = = =						
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. 						
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 {} Apply { A						
{_} Accepted {} Innovative { Conventional {} Any {} 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:						
Does the site contain any Jurisdictional Wetlands?						
Do you plan to have an <u>irrigation system</u> now or in the future?						
YES {NO Does or will the building contain any drains? Please explain						
Are there any existing wells, springs, waterlines or Wastewater Systems on this property?						
{}}YES {						
{}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 Sololy Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making						
The Size Accessible So That A Complete Site Evaluation Can Be Performed.						
10-18-16						
PROPERTY OWNERS 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").

(b) "Buyer": Marketplace Build	lers LLC
(c) "Property": The Property shall incimprovements located thereon. NOTE	clude all that real estate described below together with all appurtenances thereto including. If the Property will include a manufactured (mobile) home(s), Buyer and Seller shows Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A1)
City:	
Legal Description: (Complete ALL appli	axes, zoning, school districts, utilities and mail delivery may differ from address shown.)
rial Reference: Lovunit102	, Block/Section, Subdivision/Condominium Marketplace
The PIN/PID or other identification num	, subdivision/Condominium Marketplace, as shown on Plat Book/Slide 2014 at Page(s) 199 aber of the Property is: 9597110474
Other description: Lot 102	oer of the Property is: 9597110474
Some or all of the Property may be described	ribed in Deed Book at Page
representation of design	at Pageat Page
\$ \$ \$	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escragent named in Paragraph 1(f) by cash personal check official bank che_ wire transfer, EITHER with this offer OR within five (5) days of the Effect Date of this Contract. BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such official bank check or wire transfer no later than, TIMBEING OF THE ESSENCE with regard to said date. BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on existing loan(s) secured by a deed of trust on the Property in accordance with the attack Loan Assumption Addendum (Standard Form 2A6-T). BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ 33,500.00 This form jointly approved by:	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be pa with the proceeds of a new loan). Page 1 of 11
North Carolina Bar Association	STANDARD FORM 12 Revised 7/20

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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. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): McGeachy, Hudson and Zuravel

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.
- (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(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due	Diligence	Period":	The	period	beginning	on	the	Effective	Date	and	extending	through	5:00	p.m.	on
with regard			UCE	ober 1	L5, 2015					-	_ TIME BE	ING OF	THE E	SSEN	'CE

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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 the closing attorney's receipt of all funds necessary to complete such transaction.
- (l) "Settlement Date": The parties agree that Settlement will take place on ______October 15, 2015 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.
- (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 Carolina to perform a closing.

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

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 the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer 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:
 - (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 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

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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. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive 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 regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) Flood Hazard: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (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.
- (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 or 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 buy 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.

- (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 terms of this Contract or North Carolina law.

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

3.	BUYER REPRESENTATIONS: (a) Loan: Buyer does does not loan, Buyer intends to obtain a loan as fol	have to obtain a new loan in order to purchase the lows: Conventional Other:	Property. If Buyer is obtaining a new loan at a
		Page 4 of 11	CTANDADD HODA 4.5
	Buyer initials	Seller initials	STANDARD FORM 12-T Revised 7/2015
		Sener minars	© 7/2015

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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 the 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 new loan.)
(b) Other Property: Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)
(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances of 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.
(d) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any transaction, their real estate agent(s) and Buyer's lender(s).
BUYER OBLIGATIONS: (a) Owners' Association Fees/Charges: Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).
(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, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
SELLER REPRESENTATIONS: (a) Ownership: Seller represents that Seller: has owned the Property for at least one year. has owned the Property for less than one year. does not yet own the Property.
(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): NA Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): NA
(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum 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 X Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.
(e) Private Drinking Water Well Permit: (X Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)
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Buyer initials

4.

5.

eller initials

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6. SELLER OBLIGATIONS:

- (a) 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/or short-pay statements from any such lender(s).
- (b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).
- (c) 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 timely 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.
- (d) 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.
- (e) 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.
- (f) 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 satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (g) 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 covenants, 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 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.)

(h) Deed, Taxes, and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: MarketPlace Builders LLC

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Seller initials

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(i) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$	toward any of Buyer's
NOTE:	

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).

- (j) Owners' Association Fees/Charges: Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure
- (k) 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.
- (l) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.
- (m) 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 on or
- (n) 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 Settlement and either adjusted between the parties or paid at Settlement:
 - (a) 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; (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 wear and tear excepted.
- 9. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.
- 10. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and 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.

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- 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 (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.) Additional Provisions Addendum (Form 2A11-T) Owners' Association Disclosure And Addendum For Properties Additional Signatures Addendum (Form 3-T) Exempt from Residential Property Disclosure Statement (Form ☐ Back-Up Contract Addendum (Form 2A1-T) 2A12-T) Contingent Sale Addendum (Form 2A2-T) ☐ Seller Financing Addendum (Form 2A5-T) ☐ Loan Assumption Addendum (Form 2A6-T) ☐ Short Sale Addendum (Form 2A14-T)
- 13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a taxdeferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect
- 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
- 17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. 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.

OTHER:

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20. COMPUTATION 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 purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. 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.

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 9-30-15 Buyer Aug Holand	Date: 19/5/2015
Marketplace Builders LLC Date:	Seller Trace Homes Ind
Buyer	Seller
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.) By:	(Name of LLC/Corporation/Partnership/Trust/etc.) By:
Name:	Name:
Title:	Title:
Date:	Date:

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NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:	SELLER NOTICE ADDRESS:
Mailing Address:	Mailing Address:
Buyer Fax#:	Seller Fax#:
Buyer E-mail:	Seller E-mail:
SELLING AGENT NOTICE ADDRESS:	
DEEDLING AGENT NOTICE ADDRESS:	LISTING AGENT NOTICE ADDRESS:
Firm Name:	F" - N
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent	Firm Name:
-	Acting as Seller's Agent Dual Agent
Mailing Address:	Mailing Address:
Individual Selling Agent:	To Albert 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Acting as a Designated Dual Agent (check only if applicable)	Individual Listing Agent:
	☐ Acting as a Designated Dual Agent (check only if applicable)
License #:	License #:
Selling Agent Phone#:	Listing Agent Phone#:
Selling Agent Fax#:	Listing Agent Fax#:
Selling Agent E-mail:	Listing Agent E-mail:

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Trace Homes Inc		
Buyer: Marketplace Builders LLC		
		("Buyer"
☐ LISTING AGENT ACKNOWLEDGMENT OF	ECEIDT OF DUE DU LODGE	("Property"
Paragraph 1(d) of the Offer to Purchase and Contract to		vides for the manual of
Date:	, receipt of which Listing Agent hereb	y acknowledges.
	By:(Signature)	
☐ SELLER ACKNOWLEDGMENT OF RECEIPT	(Print name)	
Paragraph 1(d) of the Offer to Purchase and Contract be Seller of a Due Diligence Fee in the amount of \$	ween Buyer and Seller for the sale of the Property prov	ides for the payment to
Date:		/ledges.
	Seller:(Signature)	
_	Trace Homos	Inc
Date:	Seller:	
	Seller:(Signature)	
ESCROW AGENT ACKNOWLEDGMENT OF R Paragraph 1(d) of the Offer to Purchase and Contract bet Escrow Agent of an Initial Earnest Money Deposit in the 1(f) of the Offer to Purchase and Contract hereby acknowledges the same in accordance with the terms of the Offer	ween Buyer and Seller for the sale of the Property providence of the Proper	des for the payment to
Date:	Firm: McGeachy, Hudson and	7
	and and	Adravet
	Ву:	
	(Signature)	
	(Print name)	
☐ ESCROW AGENT ACKNOWLEDGMENT OF RE	CEIPT OF (ADDITIONAL) FARNEST MONEY DE	DOCUM
Paragraph 1(d) of the Offer to Purchase and Contract between the contract between Agent of an (Additional) Earnest Money Deposit in Paragraph 1(f) of the Offer to Purchase and Contract herebothold and disburse the same in accordance with the terms	the amount of \$ Escrow	es for the payment to
Date:		_
	Firm: McGeachy, Hudson and	Zuravel
	Ву:	
	(Signature)	
	(Print name)	
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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

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 Market Mace, Box He.	5 116 - 17-111 1
Site Address 3109 N. Main St Harmille	NC 3834 Shone \$109872 90
Directions to job site from Lillington Tiden Rd R.	+ 10 18 12 10 18 12 10
LE on Blue Cho	t on Maket Place De
	2234 937
Subdivision Market Place	12 12
Description of Proposed Work	Lot
Heated SF Finished Bonus Room?	# of Bedrooms 3
M V L General Contractor Information	Crawl Space Slab
Building Contractor's Company Name	410 4872400
See Above	Telephone DI 7 1
Address	Email Address
108/06	Linai Address
License #	
Description of Work Electrical Contractor Informati	Amps T-Pole YesNo
- DIACIER LAIR .	9102375697
Electrical Contractor's Company Name	Telephone
P.D.Sox 65074 Fay NC 28306	The state of the s
20555	Email Address
License #	
Mechanical/HVAC Contractor Inform	nation
Description of Work	0.12
Mechanical Contractor's Company Name	710624-7155
1020 Fairs+ Fay NC 28306	Telephone
Address	Email Address
1005 (4.3 (1a.3 S)	
Plumbing Contractor Information	
Description of Work	_#Baths_ 3
Kevin Josep Plumbine	01000000000000000000000000000000000000
Plumbing Contractor's Company Name	Telephone
Address Family St Fay NCO83R	
27018 P-1	Email Address
License #	
Insulation Contractor Information	<u>n</u> 0.
Insulation Contractor's Company Name & Address	410 4184 7118
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 opermission 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 asper current fee schedule

Affidavit for Worker's Compensation N C G S 87-14

Affidavit for Work	er's Compensation N C G S 87-14
The undersigned applicant being the	
General Contractor Owner	
set forth in the permit	that the person(s) firm(s) or corporation(s) performing the work
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
Has one (1) or more subcontractors(s	s) who has their own policy of workers compensation insurance
Has no more than two (2) employees	and no subcontractors
While working on the project for which this p	permit is sought it is understood that the Central Permitting certificates of coverage of worker's compensation insurance prior iring the permitted work from any person firm or corporation

Your payment was successfully processed.

Transaction Summary

Description	Amount
Liens NC	\$25.00
Total Amount Paid	
	\$25.00

Customer Information

Customer Name

Chris Roberts

Local Reference ID

133964

Receipt Date Receipt Time

12/18/2015

11:24:45 AM EST

Payment Information

Payment Type

Electronic Check

Account Number

******9777

Order ID

15642730

Billing Name

Marketplace Builders LLC

Billing Information

Billing Address

3102 N Main St

Billing City, State

Hope Mills, NC

ZIP/Postal Code

28348

Country

US

Phone Number

9109872900

Fax Number

9104232941

This receipt has been emailed to the address below.

Email Address

marketplacebuilders@gmail.com