Initial Application Date:_	ام	121	1	7
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Application #	17-50041602

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

Central Permitting

 $\mathcal{R} \times \mathcal{L}$  . Pullinged they Application

ANDOWNER Allied Development. Inc.  Mailing Address 350 Wagoner Drive  State: NC Zip 28303 Contact No. 9096064596 Email: odb1971@gmial.com  APPLICANT: Weaver Homes, Inc.  Mailing Address 350 Wagoner Drive  Map Beds 550 Wagoner Drive  Map Beds 550 Wagoner Drive  Map Beds 550 Wagoner Drive  Phone # 2130004090  PROPERTY LOCATION: Subdivision. Pittman Crossing  Lot # 20 Lot Size. 1986  State Road # State Road Name: F 2 / F 4 Prior Map Bock \$ Page 2 V 5 / 2 Y 9 Watersned State Road Name: F 2 / F 4 Prior Map Bock \$ Page 2 V 5 / 2 Y 9 Watersned State Road Bock & Page 3297 / 0787 Power Company. Dute  More structures with Progress Energy as service provider need to supply premise number. In the Progress Energy.  PROPOSED USE:  ### SED: (Size 62 * 4 2 # Bedrooms, 3 # Baths 2 # Basement (www bath). Garage Voack Crowl Space. State Mail Deckmans)  If the borns room finished? (1) yes (1) no. Any other site built additions? (2) yes (1) no. May other site built additions? (3) yes (1) no. Deck (8ite built? 1) Deck (6ite built? 1)  Mod (Size 1) No. Buildings No. Bedrooms Per Unit. Hours of Operation: #Employees: Closets in addition? (1) yes (1) no. Any other site built additions? (2) yes (1) no. May other site built additions? (3) yes (1) no. May other site built additions? (3) yes (1) no. Deck (6ite built? 1) Deck (6ite built? 2) Deck (6ite built? 3) Addition/Accessory/Open: (Size 1) Use: Mail Mail Mail Mail Mail Mail Mail Mail	LANDOWNER: Allie	d Develor	oment, Inc		Mailing Address: 350 Wag	joner Drive
Assign Forest Homes, Inc.  Making Address.  Making Making.  Place Address.  Making Making.  Phone # \$190004090  Map Book & Page.  Map Book & Page.	City: Fayetteville		State: NC	Zip: 28303 Co	ntact No: 9096064696	Email: cdb1971@gmial.com
The properties of the properti	PPLICANT We	aver Home	es, Inc.		350 Wagner Drive	
Contact Name applying in Office:   Dustin Blackworld   Phone # 3130040505	Favetteville			Mailing Addre	ss:	
Phone # 313004090  ROPERTY LOCATION: Subdivision  Pittman Crossing  Lot # 20 Lot Size	Please fill out applican	t information	State: NC State:	_ Zip:28303Co	ntact No: 9196064696	Email: cdb1971@gmial.com
ROPERTY LOCATION: Subdivision Pittman Crossing  Lot # 20 Lot Size: #86  Rate Road # State Road Name: Fq.i.fa.j Dr.i.j.* Map Book & Page. 2015. 29  Parcel						
ROPERTY LOCATION: Subdivision Pittman Crossing  Lot # 20 Lot Size: #86  Rate Road # State Road Name: Fq.i.fa.j Dr.i.j.* Map Book & Page. 2015. 29  Parcel	CONTACT NAME A	PPLYING	N OFFICE: Dustin B!	ackwell	· · · · · · · · · · · · · · · · · · ·	Phone #_ 9196864696
PIN 9588-53-8727, OOD    Pin 9588-53-8727, OOD   Pin 9						
PIN 9588-53-8727, OOD    Pin 9588-53-8727, OOD   Pin 9	state Road #		_ State Road Name:	Fairfa	Prive	Man Book & Dogs 205 27/
Duplex   Size   x   No. Buildings:   No. Bedrooms   Per Unit   No. Bedrooms   Per Unit   No. Bedrooms   Water Supply   No. Buildings:   No. Bedrooms   Water Supply   No. Supply   Water Supply   No. Supply   Water S	'arcel: <b>_                                </b>	5 88	0003 26		PIN: 9588 53 - 1	8727 000
New structures with Progress Energy as service provider need to supply premise number	oning. RA20	iood Zone	Watershed	GIS Deed Box	k & Dana: 329.7 (8787	Z Duke
ROPOSED USE:    SFD: (Size 62 x 42 # Bedrooms 3 # Baths 2 Basementtwivo bath): Garage: Deck: Crawl Space: Slab   Slab: Slab: (Is the bonus room finished? ( ) yes ( ) no w/ a closel? ( ) yes ( ) no (if yes add in with # bedrooms)    Mod: (Size x ) # Bedrooms # Baths Basement (w/wo bath) Garage Site Built Deck: On Frame Off Fram (Is the second floor finished? ( ) yes ( ) no Any other site built additions? ( ) yes ( ) no Any other site built additions? ( ) yes ( ) no Any other site built? ( ) Deck. (site built? )    Manufactured Home: SW DW TW (Size x ) # Bedrooms: Garage: (alte built? ) Deck. (site built? )    Duplex: (Size x No. Buildings: No. Bedrooms Per Unit Home Occupation: #Employees: Use: Hours of Operation: #Employees: Closets in addition? ( ) yes ( )    Addition/Accessory/Other: (Size x ) Use: Hours of Operation: #Employees: Closets in addition? ( ) yes ( )    Vater Supply: County Existing Well New Well (# of dwellings using well ) *Must have operable water before final Sewage Supply: V New Septic Tank (Complete Checklist) Existing Septic Tank (Complete Checklist) County Sewer Process owner of this tract of land, own land that contains a manufactured home within five hundred feet (500) of tract listed above? yes ( ) no close the property contain any easements whether underground or overhead ( ) yes ( ) no close the property contain any easements whether underground or overhead ( ) yes ( ) no close the property contain any easements whether underground or overhead ( ) yes ( ) no close the property contain any easements whether underground or overhead ( ) yes ( ) no close the property Contain any easements whether underground or overhead ( ) yes ( ) no close the property Contain any easements whether underground or overhead ( ) yes ( ) no close the property Contain any easements whether underground or overhead ( ) yes ( ) no close the property Contain any easements whether underground or overhead ( ) yes ( ) no close the property Contain any easements whether underground or overhead ( ) yes ( ) no close th						
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(is the second floor finished? (						
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To the View senting or enoposed). Single foreity dividings. I. Proposed. Manufactured Hories. Other (specify).  Required Residential Property Line Settineks. Comments:    Minimum   1/2     Azityal   34     Rear     25     163     Closest Side   10     19     Sidestreet/corner tot						500') of tract listed above? () yes ( <u>\blacksqrt</u> ) no
Required Residential Property Line Settlecks   Comments:						
Activation   Act	the to as leasting :	or eroposot	a). Single family awelling	l Pröposed	Manufactured Homes	Cliner (specify)
Activation   Act						
25   163		-	· _	Comments:		
Closest Side 10 19 Sidestreet/corner lot	M o nego					
Sidestreet/corner lot	Regir	25	163_			
	losest Side	10	19			
Nearest Building	Sidestreet/comer lot		· · · · · · · · · · · · · · · · · · ·			
						· · · · · · · · · · · · · · · · · · ·

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:	Hwy 27 west.	Right on Barbecue Church road.	Right on Rosser
Pittman road. Left into project.			
			<del> </del>
	<u> </u>		<u> </u>
			<b></b>
			······································
	<del></del>		
If permits are granted I agree to conform to all ordinances and laws of I hereby state that foregoing statements are accurate and correct to the Signature of Owner or Owner's Age	e best of my know	n Carolina regulating such work and the Medge. Permit subject to revocation if C//2//7  Date	e specifications of plans submitted. false information is provided.

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

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

NAME: Wearn Homes Inc

7-560 41602

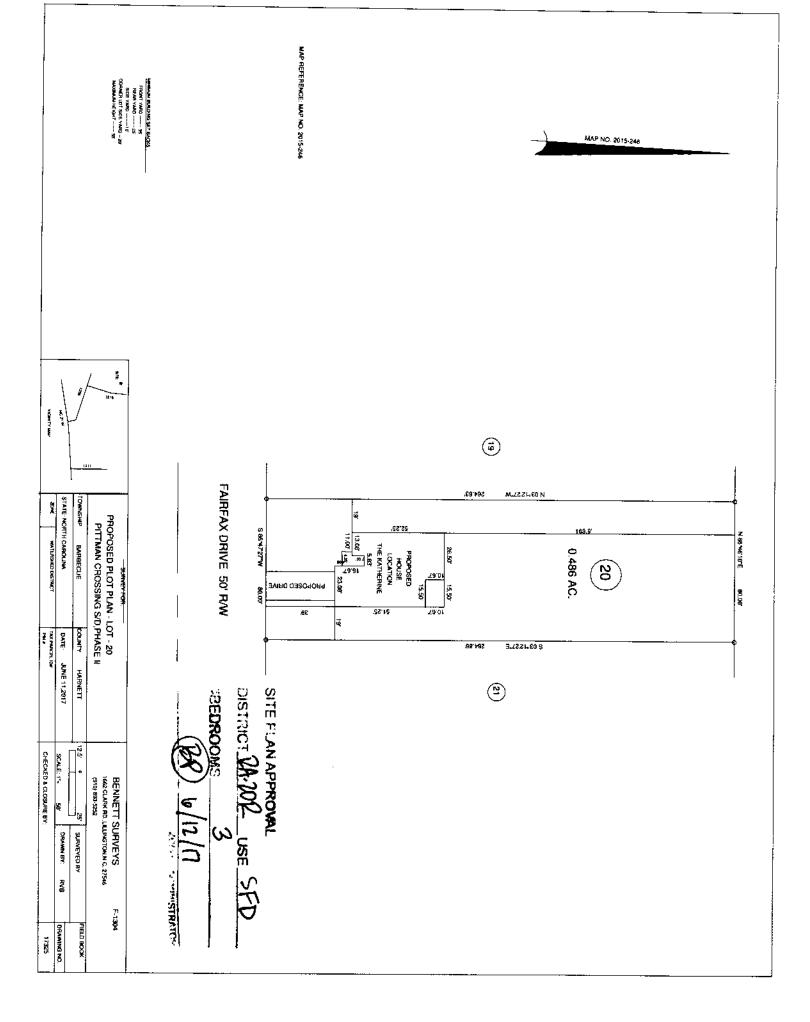
\*This application to be filled out when applying for a septic system inspection.\*

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 PERMIT OR AUTHORIZATION TO COMS INVOL STALL BECOME BY TALL. THE PARMET OF AUTHORIZATION TO COMS INVOLESCENCE BY TALL. THE PARMET OF THE PERMIT OF THE PERMET OF THE PERMIT OF THE PERMET OF THE PERMIT OF THE PERMIT

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 fallure 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	on to construct please indi	cate designed system type(s): c	can be ranked in order of preference, must che	oose one.
{}} Accepted	[] Innovative	( Conventional	{} Any	
[_] Alternative	{} Other	<u> </u>		
The applicant shall notify question. If the answer is	the local health departm "yes", applicant MUST	ent upon submittal of this ar ATTACH SUPPORTING	oplication if any of the following apply to the DOCUMENTATION:	he property is
(_)YES (_) NO	Does the site contain an	y Jurisdictional Wetlands?		
(_)YES (\(\frac{1}{2}\)} NO	Do you plan to have an	irrigation system now or in	the future?	
{_}}YES {_ <b>\( \Lambda \)</b> } NO	Does or will the building	g contain any <u>drains?</u> Pleas	e explain	
()YES () NO	Are there any existing v	vells, springs, waterlines or	Wastewater Systems on this property?	
_ YES  _  NO	Is any wastewater going	g to be generated on the site	other than domestic sewage?	
{}}YES {_\frac{\fin}{\fint}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fint}{\fint}}}}}{\frac{\frac{\frac{\fir}{\fint}}}}}}{\frac{\frac{\fir}{\fint}}}}}{\frac}{\fin}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}\frac{\f{\f{\f{\f{\frac{\fin}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\f{\f{\fi	Is the site subject to app	proval by any other Public A	agency?	
{_}YES {_K} NO	Are there any Easemen	ts or Right of Ways on this	ргорепу?	
_ YES  \rightarrow	Does the site contain an	y existing water, cable, pho	me or underground electric lines?	
•	If yes please call No C	uts at 800-632-4949 to local	te the lines. This is a free service.	
I Have Read This Applicati	ion And Certify That The	Information Provided Herein	n Is True, Complete And Correct. Authorized	d County And
State Officials Are Grantee	l Right Of Entry To Cond	uct Necessary Inspections To	Determine Compliance With Applicable Law	ws And Rules.
I Understand That I Am Se	olely Responsible For The	Proper Identification And La	abeling Of All Property Lines And Corners A	nd Making
The Site Accessible So Tha			6	11417
PROPERTY OWNERS	OR OWNERS LEGAL	REPRESENTATIVE SIG	GNATURE (REQUIRED) DAT	CE.



Application #

Harnett County Central Permitting PO Box 65 Lillington NC 27546 910 893 7525 Fax 910 893 2793 www.hamett.org/permits 17-50041602

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

### <u>Application for Residential Building and Trades Permit</u>

Owner's Name	Dete
Site Address	Phone
Directions to job site from Lillington	
A.b.	
Subdivision	Lot
Description of Proposed Work New Construction	# CI Bediodina
Heated SF Finished Bonus Roo General Contractor Inform	<u>nation</u>
Weaver Homes, Inc	910-630-2100
building Contractor's Company Name	Telephone
350 Wagoner Drive Fayethully NL 283	Email Address
Address	Email Address
75971	
License #  Electrical Contractor Inform	mstion
Description of Work New Service	Size Amps T-Pole Lyes No
JM Page Electric	910-890-1060
Electrical Contractor's Company Name	Telephone
409 Chatan ST. Scafor , NL 27330	'
Address	Email Address
31356	
License #	_
Mechanical/HVAC Contractor I	
Description of Work New	
Mainstream Mechanical	94-291-0450
Mechanical Contractor's Company Name	Telephone
412 Lazy Breach Dr. Benson, NC 275	P4
Address	Email Address
31005	
License #	me atron
Plumbing Contractor Infor	
Description of Work New	# Baths
Plumbing Contractor's Company Name	910-811-7705
	Telephone
Address	Eroal Address
Address	Email Address
Upense #	
Insulation Contractor Infor	mation
Insulation, Inc	918-770-1914
Insulation Contractor's Company Name & Address	Telephone

I hereby certify that I have the authority to make necessary application that the application is correct and that-the construction will conform to the regulations in the Building Electrical Plumbing and Mechanical codes and the Hamett County Zoning Ordinance I state the information on the above contractors is correct as known to me and that by signing below I have obtained all subcontractors permission to obtain these permits and if any changes occur including listed contractors site plan number of bedrooms building and trade plans Environmental Health permit changes or proposed use changes. I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes.  EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150.00. After 2 years re-issue fee is as per-current fee schedule.  Signature of Owner/Contractor/Officer(s) of Corporation.  Date
Affidavit for Worker's Compensation N C G S 87-14 The undersigned applicant being the
General Contractor Owner Officer/Agent of the Contractor or Owner
Do hereby confirm under penalties of perjury that the person(s) firm(s) or corporation(s) performing the work set forth in the permit
Has three (3) or more employees and has obtained workers, compensation insurance to cover them
Has one (1) or more subcontractors(s) and has obtained workers, compensation insurance to cover them.
Has one (1) or more subcontractors(s) who has their own policy of workers compensation insurance covering themselves
Has no more than two (2) employees and no subcontractors
While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person firm or corporation carrying out the work
Company or Name Weaver Hones, Inc-

Sign w/Title

Date 3/20/16



strong roots . new growth

#### Legal Description:

LT#20 0.48AC PITTMAN CROSSING PH2 MAP#2015-246

PID: 039588 0003 26

PIN: 9588-53-8727.000

REID:

Subdivision: 2015-246
Deaded Acreage: ac

Total Acreage: 0.48794392 ac Account Number: 1500015399

Owners: ALLIED DEVELOPMENT INC

Owner Address: 350 WAGONER DR FAYETTEVILLE, NC 28303

Property Address: 289 FAIRFAX DR NC

City, State, Zip: , NC, Building Count: 0 Township Code: 03

Fire Code:

Parcel Building Value: \$0

Parcel Outbuilding Value: \$0

Parcel Land Value: \$35000

Parcel Special Land Value: \$0

Total Value: \$35000
Parcel Deferred Value: \$0
Total Assessed Value: \$35000
Legal Land Units, Unit Type: 1, LT

# Harnett County GIS

Tax Data Last Modified:

Calculated Land Units / Type: LT ac

Neighborhood:

Actual Year Built:

TotalAcutalAreaHeated: Sq/Ft Sale Month and Year: 4 / 2015

Sale Price: \$231000

Deed Book & Page; 3297-0787

Deed Date:

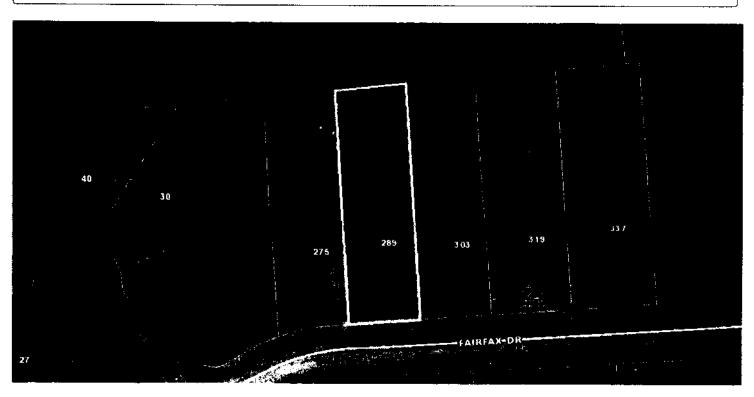
Plat Book & Page: 2015-246 Instrument Type: WD Vacant or Improved: QualifiedCode: Q

Transfer or Split: T

Prior Building Value: \$0
Prior Outbuilding Value: \$0
Prior Land Value: \$25000
Prior Special Land Value: \$0

Prior Deferred Value : \$0
Prior Assessed Value : \$25000

Prior Land Units: 1 ac



### NORTH CAROLINA HARNETT COUNTY

# OFFER TO PURCHASE AND CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 21st day of April, 2017, by and between Allied Development, Inc., a North Carolina Corporation (the "Seller") and Weaver Homes, Inc., (the "Buyer").

#### WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. PROPERTY. Seller hereby agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett County, North Carolina, known as Lot #10 situated in PhaseII of the Pittman Crossing Subdivision, and being more particularly described in:

Recorded in Plat Slide- 2011-12, in the Harnett County North Carolina, Registry. [See attached Exhibit "A"]

- 2. PURCHASE PRICE. Buyer shall pay to Seller an amount equal to TWENTY SEVEN THOUSAND (\$27,000.00) and 00/100 Dollars for each Lot. The total amount (\$27,000.00) shall be paid at Closing.
- 3. CONDITIONS TO BUYER'S OBLIGATIONS. The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:
  - A. All deeds of trust, liens, and other charges against the Property, not assumed by the Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
  - B. Title must be delivered at closing by General Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer.

- C. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- D. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- E. After the date of the execution of this Contract by the Seller, Buyer at Buyer's expense, shall cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. Should Seller elect not to cure such defects, then he immediately shall give notice to Buyer that Seller is terminating the Contract, and the Earnest Money shall be returned to Buyer. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Contract and receive a return of Earnest Money. If the Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State of North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and permitted exceptions. Seller warrants that as of the date of this Contract he holds fee simple title to the Property.
- F. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its intended use will violate any private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a return of Earnest Money, and neither party shall then have any further obligations in connection with this Contract.
- G. If the Property is not substantially in the same condition as of the date of the offer, reasonable wear and tear excepted, then Buyer may terminate the Contract and receive a return of Earnest Money.
- H. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer also shall have the right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property, if applicable. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under

this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Any inspections not completed prior to Closing shall be deemed waived by the Buyer.

- 4. CLOSING. Closing shall occur at a place designated by Buyer. Possession shall be delivered at Closing. At Closing, Seller shall deliver to Buyer a General Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the Purchase price to Seller at Closing. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by Purchaser.
- 5. PRORATIONS AND CLOSING EXPENSES. Seller and Buyer agree that all real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from Seller and Buyer shall pay all other expenses.
- 6. PROPERTY OWNERS ASSOCIATION DUES. Seller and Buyer mutually acknowledge that, if property owner's association dues are applicable to the Property, such dues shall be current as of the date of the Closing. Dues for the current calendar year shall be pro-rated as of the date of Closing.
- 7. ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.
- 8. RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Barnest Money shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

9. NOTICES. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the following addresses:

Buyer: Weaver Homes, Inc. 350 Wagoner Dr.

Fayetteville, NC 28303 Att: Frank Weaver Seller: Allied Development, Inc.

350 Wagoner Dr.

Fayetteville, N C 28303 Att: Neal McLeod

- 10. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.
- Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (b) performance of this Contract will not result in the breach of, constitute default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (c) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- 12. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

  All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. If any provision herein contained which by its nature and effect is required to be observed, kept, or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept, or performed.
- 13. APPLICABLE LAW. This Contract shall be construed under the laws of the State of North Carolina.
- 14. TAX-DEFERRED EXCHANGE. In the event that Buyer or Seller desire 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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

- 15. ASSIGNMENT. This Contract may be assigned by Buyer without the prior written consent to the assignment by Seller.
- 16. 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 hereto.
- 17. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.
- 18. EXPIRATION OF OFFER. This instrument shall be deemed an offer to the Seller which may be accepted by signature of the Seller and delivery of the original to the Buyer.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "seal" beside their signatures below.

SELLER:

ALLIED DEVELOPMENT, INC.

By: Neal McLeod

CFO, Weaver Companies

H21 17

Date:

BUYER:

WEAVER HOMES, INC.

By: E. Frank Weaver, III

President

H21 17

Date:

H21 17

HARMETT COUNTY CASH RECEIPTS

\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: BPETRICH Type: CP Drawer: 1
Date: 6/12/17 51 Receipt no: 388594

Year Number Amount 2017 50041602 289 FAIRFAX DR SANFOKD, NC 27332 84 BP - ENV HEALTH FEES \$750-00

NEW TANK

WEAVER HONES, INC

Tender detail CP CKEDIT CAKD Total tendered Total payment \$750.00 \$750.00 \$750.00

Trans date: 6/12/17 Time: 16:24:25

\*\* THANK YOU FOR YOUR PAYMENT \*\*