

Initial Application Date: 10.24.17.

Application # 1750C42611

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****

ADD. LANDOWNER: Ivercon Inc. Mailing Address: PO Box 64778

City: Farmville State: NC Zip: 28306 Contact No: 910-717-5076 Email: tj@ivercon.net

APPLICANT: Diversified Investors Mailing Address: PO Box 1685

City: Jacksmville State: NC Zip: 28540 Contact No: _____ Email: _____

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Troy Iverson Phone # 910-237-3461

PROPERTY LOCATION: Subdivision: SWEET WATER Lot #: 57 Lot Size: .41AC.

State Road # SR 2044 State Road Name: Will Lucas Rd. Map Book & Page: 1

Parcel: 010514 004-65 PIN: 0544-47-1153

Zoning: R20P Flood Zone: V Watershed: NA Deed Book & Page: GP Power Company*: SEWER

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

PROPOSED USE:

SFD: (Size 41 x 46) # Bedrooms: 3 # Baths: 2 1/2 Basement(w/wo bath): _____ Garage: Deck: _____ Crawl Space: _____ Slab: Slab: 1 Monolithic
(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: _____ Manufactured Homes: _____ Other (specify): _____
1 proposed

Required Residential Property Line Setbacks: _____ Comments: _____

Front Minimum 35' Actual 39'

Rear 20'25" 20'8 1/3"

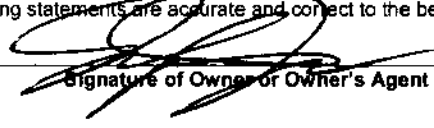
Closest Side 10' 21'-10"

Sidestreet/corner lot 20' _____

Nearest Building on same lot 10' _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: _____

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.



Signature of Owner or Owner's Agent

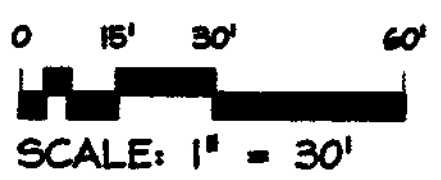
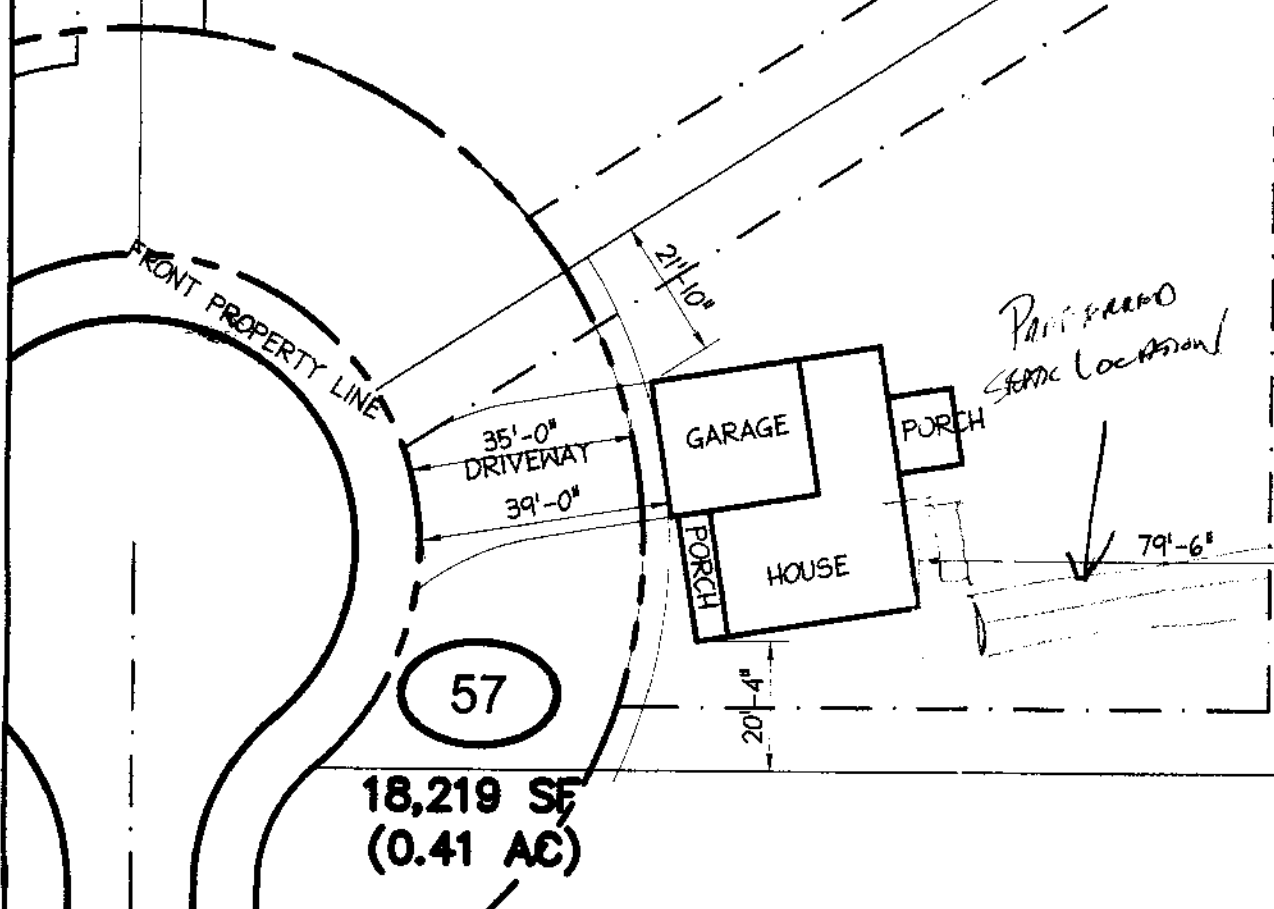
10.24.17
Date

*****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****

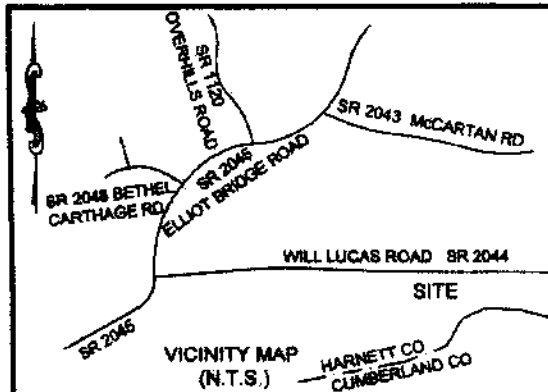
See attached
MAD

SITE PLAN APPROVAL
DISTRICT RA20R USE SFD
#BEDROOMS 3
10.24.17 djclunsm
ZONING ADMINISTRATOR



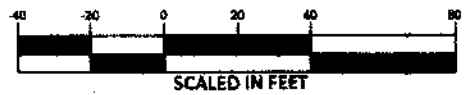
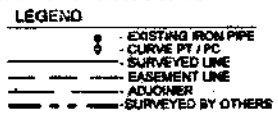
IVERCON, INC.
PO Box 64778 Fayetteville, NC 28306
910-237-3461-ph
910-223-1395-fax

PROJECT FOR:
Sweetwater - LOT # 57



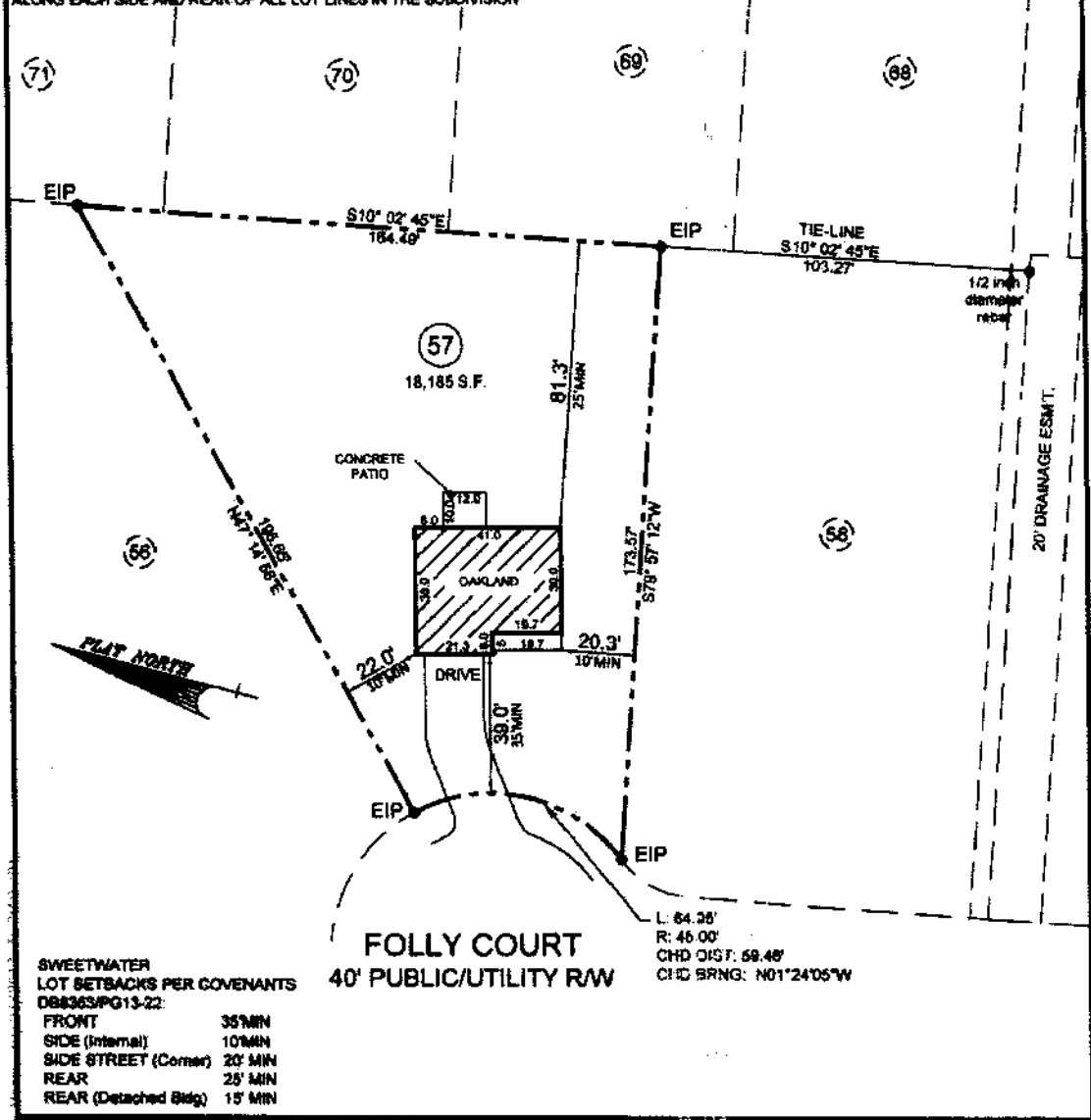
Notes:

- This plat is for location purposes only. Builder should verify foundation information with plans before construction begins.
- There is no USCE or NCES monument within 2000' of this site.
- The subject property is not within a special flood hazard area as determined by the Department of Housing and Urban Development.
- The easement information shown hereon was obtained from the recorded plat. No updated title search was performed by the surveyor.
- All distances are measured in feet.
- This map reflects the information contained on the Record Plat and does not represent compliance with the Restrictive Covenants.



NOTE: THERE IS A RESERVED 5' DRAINAGE AND UTILITY EASEMENT ALONG EACH SIDE AND REAR OF ALL LOT LINES IN THE SUBDIVISION

PRELIMINARY PLAT: NOT FOR CONVEYANCES OR SALES



SWEETWATER
LOT SETBACKS PER COVENANTS
088363/PG13-22:

FRONT	35' MIN
SIDE (Internal)	10' MIN
SIDE STREET (Corner)	20' MIN
REAR	25' MIN
REAR (Detached Bldg)	15' MIN

FOLLY COURT
40' PUBLIC/UTILITY RW

L: 64.38'
R: 46.00'
CHD DIST: 68.48'
CHD BRNG: N01°24'05"W

- PLOT PLAN FOR -
IVERCON, INC.
- SUBDIVISION -
SWEETWATER

STEWARTS CREEK TWP. OCTOBER 23, 2017
HARNETT CO. SCALE 1" = 40'
NORTH CAROLINA FIELD BOOK:
REFERENCE
BOOK 2011, PAGE 470 - 475
HARNETT COUNTY NORTH CAROLINA RECORDS

ENGINEERS
PLANNERS
SURVEYORS
ROOPMAN, JIZER & REITZEL, INC.

115 Broadfoot Ave.
P.O. Box 53774
Raleigh, N.C. 27605
Phone: 919-844-1121
Fax: 919-844-2588
LICENSE # P-0108

PROF. SURVEYOR NO. 22763

NAME: Vercon Inc.

APPLICATION #: 42611

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

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # _____

Environmental Health New Septic System Code 800

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.

PROPERTY OWNERS OR OWNER'S LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10.24.17
DATE

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
 (Consult "Instructions" (Form 120) 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 2-1) with the New Construction Addendum (Form 2A3-T).

For reliable construction, 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 or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meanings given them in or both adjacent to each term.

(a) "Seller": Diversified Investments, Inc.

(b) "Buyer": IVINSOM, Inc.

(c) "Property": The Property shall include all that and certain detached lot(s) together with all improvements thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-D) with this offer.

Street Address: 118 FALLY COURT, LINDEN, NC 28356

City: _____ State: _____ Zip: _____

County: HAYWATT, North Carolina

(NOTE: Governmental authority over name, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)

Map Reference: Lot/Unit: 58, Block/Section: _____, Subdivision/Parcel/Zone: _____

The PIN/PID or other identification number of the Property is: _____

Other description: _____

Some or all of the Property may be described in Deed Book: _____ at Page: _____

- (d) "Purchase Price":
- \$ 28,000 _____
 - \$ _____
 - \$ _____
 - \$ _____
 - \$ _____
 - \$ _____
 - \$ 28,000 _____
- paid in U.S. Dollars upon the following terms:
- BY DEED DEPOSITORS FEE made payable and delivered to Seller by the Seller's Date.
- BY INITIAL HARMONY MONEY DEPOSIT made payable and delivered to Buyer Agent named in Paragraph 1(d) by cash personal check official bank check wire transfer, **EXEMPT** with this offer OR within two (2) days of the Seller's Date of this Contract.
- BY (ADDITIONAL) HARMONY MONEY DEPOSIT made payable and delivered to Buyer Agent named in Paragraph 1(d) by cash or immediately available funds such as official bank check or wire transfer no later than _____ 2008.
- BY ASSIGNMENT OF THE unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
- BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
- BALANCE of the Purchase Price is cash at Closing and Closing is 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.

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STANDARD FORM 2-1
 Revised 1/2008
 © 2008

Buyer initials: _____ Seller initials: _____

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Should Buyer fail to deliver either the Due Diligence Fee or any Initial Escrow Money Deposit by their due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution with which the payment is drawn, Buyer shall have no right to demand or receive any of the funds so advanced, and shall be deemed to have accepted the same. In the event Buyer does not timely deliver such or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

6. "Escrow Money Deposit": The Initial Escrow Money Deposit, the Additional Escrow Money Deposit and any other amount herein provided in connection with this transaction, hereinafter collectively referred to as "Escrow Money Deposit", shall be deposited in escrow by Buyer. Agent shall Closing of this Contract, hereinafter which date it will be entitled to Buyer, or said this Contract is terminated. In the event (1) this offer is not accepted or (2) a condition of any pending contract is not satisfied, then the Escrow Money Deposit shall be returned to Buyer. In the event (3) the condition of any pending contract is not satisfied, then the Escrow Money Deposit shall be returned to Buyer upon Buyer's request, but such Escrow Money Deposit shall be paid to Buyer in liquidation, completion or in Seller's event of loss of this Contract by Buyer, the Escrow Money Deposit shall be paid to Buyer in liquidation, completion or in Seller's event and available remedy for each branch, but without prejudice to Seller's right to pursue the full amount of the Escrow Money Deposit or Seller's right to sue the Due Diligence Fee. It is acknowledged by the parties that payment of the Escrow Money Deposit to Seller in the event of a breach of this Contract by Buyer is non-refundable and not available, such amount being a reasonable estimation of the net amount that Seller would have to seek of such breach. The payment of the Escrow Money Deposit to Seller shall not constitute a priority or a lien in favor of Seller, and Seller shall not be liable for any loss or damage to the Escrow Money Deposit or the funds therefrom, including the Initial Escrow Money Deposit, the Additional Escrow Money Deposit, or the funds therefrom, by Buyer or Seller against the other to recover the Escrow Money Deposit, the pending party's, the proceeds shall be added to the amount that the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceedings.

7. "Escrow Agent" (agent name): Kirgilia Kovats - Ashish Jadhav
NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Escrow Money Deposit held in escrow, the Escrow Agent shall be the party to whom the Escrow Money Deposit is paid by (and Seller Agent, if not a broker, having agreed to such the Escrow Money Deposit in the Escrow Agent's favor or escrow account with Buyer Agent jurisdiction, Alaska, or if Seller's jurisdiction, to its jurisdiction or such jurisdiction is ordered by a court of competent jurisdiction, Alaska, or if Seller's jurisdiction, to its jurisdiction or such jurisdiction in North Carolina ("Arbitrator") in holding the Escrow Money Deposit, the Broker or Attorney may request the disputed amount with the appropriate check of record in accordance with the provisions of F.C.P.A.R. 10A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY BEACH THE HIGHEST MONEY EMPLOY IN AN INVESTMENT MAKING TRUST ACCOUNT AND THAT ANY BROKER'S FIRM SHOULD THEREON SHALL BE EMPLOYED TO THE ESCROW AGENT MONTHLY IN CONNECTION WITH THE PROCEEDINGS INCURRED BY MAINTAINING SUCH ACCOUNT AND ESCROW AGENT'S FIRM.

8. "Escrow Date": The date that (1) the last man of Buyer and Seller has signed or initialed this offer or the final contract, or (2) each signing or initialed is communicated to the party making the offer or communication, as the case may be. The parties acknowledge and agree that the Initial Date in the bottom of each page of this Contract, with complete copies of each being delivered to the other party, and that the complete execution of each Initial Date shall not be a condition of the effectiveness of this Agreement.

9. "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the information contemplated by this Contract, including the fact whether or not the contract described in Paragraph 3 herein, is legally enforceable, is Buyer's sole discretion, with payment with or without the transaction.

10. "Due Diligence Fee": A non-refundable 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 termination of this Contract by Seller, or if the Contract is terminated under Paragraph 6(a) or Paragraph 8, or in otherwise provided in any subsequent branch, Buyer and Seller shall mutually waive any right that they may have to demand that this Due Diligence Fee be returned upon termination or the non-compliance of this Contract based on the terms or alleged non-compliance 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 subject to the conditions or terms of any Due Diligence Fee.

11. "Due Diligence Period": The period beginning on the Initial Date and extending through 300 days after the Initial Date, or such shorter period as may be agreed to in writing.

Buyer Initials: [Signature] Seller Initials: [Signature]
Escrow Agent: [Signature]

CELEBRATED BEFORE ME AT
[Signature]
[Signature]
[Signature]

(3) "Sufficiency": The proper execution and delivery to the clearing agency of all documents necessary to complete the transaction contemplated by this Chapter, including the deed, electronic assignment, deed of trust and other laws or correspondence documents, and the clearing agency's receipt of all funds necessary to complete such transaction.

(4) "Settlement Date": The period upon that Settlement will have taken on October 10, 2012

(5) "Settlement Date": The period upon that Settlement will have taken on October 10, 2012

(6) "Closing": The completion of the legal process which results in the transfer of title to the Property from title to Buyer, which includes the following: (1) the execution (subject to any), (2) the completion of a preliminary title opinion to the Property including the following: (a) the clearing agency's receipt of satisfaction to deliver all necessary funds, and (b) satisfaction to the clearing agency of the deed(s) and funding of same, if any, which will then give us our clearing proceeds for the appropriate closing disbursement. Upon Closing, the proceeds of sale shall be disbursed by the clearing agency to satisfaction with the clearing agency and the proceeds of Chapter 24A of the North Carolina General Statutes. If the clearing agency should not be satisfied with the satisfaction of the clearing agency, or if the clearing agency is not satisfied to deliver all necessary funds, then the clearing agency shall be required to pay the balance of the clearing proceeds to the clearing agency.

(7) "Closing": The North Carolina State Bar has determined that the performance of these and similar matters for a closing concerning the proceeds of her and must be performed only by an attorney licensed to practice law in North Carolina. She has possible unlicensed lawbooks or those that practicing legal services or advice. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is unlicensed with a license. Any unlicensed attorney of the state and/or the clearing agency is prohibited from performing the clearing agency's clearing services. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is prohibited from performing the clearing agency's clearing services. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is prohibited from performing the clearing agency's clearing services.

(8) "Closing": The North Carolina State Bar has determined that the performance of these and similar matters for a closing concerning the proceeds of her and must be performed only by an attorney licensed to practice law in North Carolina. She has possible unlicensed lawbooks or those that practicing legal services or advice. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is unlicensed with a license. Any unlicensed attorney of the state and/or the clearing agency is prohibited from performing the clearing agency's clearing services. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is prohibited from performing the clearing agency's clearing services.

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(12) "Closing": The North Carolina State Bar has determined that the performance of these and similar matters for a closing concerning the proceeds of her and must be performed only by an attorney licensed to practice law in North Carolina. She has possible unlicensed lawbooks or those that practicing legal services or advice. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is unlicensed with a license. Any unlicensed attorney of the state and/or the clearing agency is prohibited from performing the clearing agency's clearing services. Any unlicensed attorney who attempts to perform the clearing agency's clearing services is prohibited from performing the clearing agency's clearing services.

Buyer's Name: Mr. [Signature] Other Name: Mr. [Signature]

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ESTABLISHED 1993
Member Since
477 [Signature]

subject to regulation by an owner, association, it is recommended that Buyer require the recipient Owner, Association and Addressors (Standard Form 1417) provide by letter prior to signing this offer. It is also recommended that the Buyer determine if the owner, association thought that the existence of owner, association, indications and association agreement constitutes:

- (4) **Agreement:** An agreement of the Property;
- (5) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, easements, property boundaries and other items which may be any and various 19th editions;
- (6) **Zoning and Development Regulations:** Investigation of zoning or proposed zoning or other governmental regulations that may affect Buyer's intended use of the Property, adjacent land uses, placement of proposed road easements, and school attendance zones;
- (7) **Final Matters:** Investigation of potential final interests on the Property, either any requirement to purchase that burdens is in order to obtain the Lien;
- (8) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communications, sewerage, stormwater management, and source of water in the Property and easements;
- (9) **Environmental Investigation:** Investigation of the state of the environmental upon which the Property stands so that in any other event used to secure the Property, including: (i) whether any contamination (to air, water or ground) or (ii) whether any environmental (to air, water or ground) is present or may be developed or assigned for submission by the State of NC or any municipality or (iii) if present or not assigned for public submission, the consequences and responsibility for submission; and the existence, terms and handling of any easements agreements;

NOTE: NC General Statutes Section 154-101(a)(9) the "Transfer" implies that either circumstances described in the Section, a Buyer must be provided a satisfactory written statement statement prior to executing this agreement to any individual property described in the Section, or Buyer or Seller use reasonable whether the job of the Property described in the Contract is subject to the Section, outside of NC, and other matters.

(6) **Buyer's Obligations to Specific Damages:** Buyer shall, at Buyer's expense, promptly, upon any damage to the Property resulting from any activities of Buyer and Buyer's agent and contractors, the Buyer shall not be responsible for any damage caused by completed portions applicable to any N.C. General governmental public/private agreements, laws, contracts, construction and inspection of the Property. This repair obligation shall survive any termination of this Contract.

(7) **Liability:** Buyer will indemnify and hold Seller harmless from all laws, damages, claims, suits or costs, which shall then be the responsibility of the Property except for any law, damage, claim, suit or cost arising out of preexisting conditions of the Property and/or out of Seller's negligence or willful act or omission. This liability shall survive the Contract and any termination thereof.

(8) **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" using the Due Diligence Period (or any agreed upon written extension of the Due Diligence Period), THIS OFFER OR THIS AGREEMENT, IF ANY, SHALL BEVOID. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Buyer Money Deposit shall be returned 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 "Waiver" 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 wishes to advise 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 (including) after the expiration of the Due Diligence Period. Provided however, following the Due Diligence Period, Buyer may still terminate this offer to purchase if Seller fails to materially comply with any of Seller's obligations under paragraph 1 of this Contract or to any other written instrument under the terms of this Contract or North Carolina law.

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

BUYER REPRESENTATIONS:

(a) I, the Buyer, do and do not have to obtain a survey from a vendor to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other _____ from a

Page 4 of 11

Buyer Initials _____

Seller Initials _____

STANLEY WOODS, III
Notary Public
© 1982

477-730-0000

Fixed Rate Adjustable Rate is the principal amount of _____ payable in _____ months, at an initial interest rate not to exceed _____ % per annum (the "Rate").

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

(3) Other Property: Buyer does does not have to sell or lease other real property; is not to, in any way, 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 243-7) with this offer.)

(4) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other obligations or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations consistent with this Contract, except as they are specifically set forth herein.

(5) Acknowledgment to Disclose Information: Buyer understands the Buyer's intent, the parties and terms specified and hereby agrees: (1) to provide this Contract to any agent employed by Buyer or by Buyer's lender(s) and (2) to disclose and disclose to the Buyer's intended lender, all relevant information and/or information necessary or any information therein, in the parties to the transaction, that may affect the Buyer's lender(s).

BUYER OBLIGATIONS:

(a) Buyer's Acknowledgment: Buyer/Change Buyer shall be responsible for the payment of any fees charged by an escrow agent for information relating to Buyer's Due Diligence other than those fees to be paid by Seller (see Paragraph 4).

(b) Responsibility for Property: Buyer shall, with this subject to all Proposed Special Assessments.

(c) Responsibility for Certain Costs: Buyer shall be responsible for all taxes with respect to any loan obtained by Buyer, including, but not limited to, this amount, title insurance, recording fee and all fees 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 own the Property.

(b) Assurances: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows: Buyer "shall" or "may" be liable for the identification of such assessments, if any: _____.

(c) Assurances: To the best of Seller's knowledge, ownership of the Property is not does not subject Buyer to regulations by one or more counties (unincorporated) that provide assessments, which impose various mandatory conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay water assessments (state) and Special Assessments. If there is an existing assessment, then an "Owner's Acknowledgment of Assurances Not Triggered" (except from "Standard Property Disclosure Statement" (Standard Form 243-7)) shall be completed by Seller, at Seller's expense, and shall be attached as an addendum to this Contract.

(d) Foreign System Permits: Applicable Not Applicable. Seller warrants that the average system installed in the Improvement Permits created herein has been installed, which representations notwithstanding, for which the Seller represents to be the system.

(e) Private Dealing Water Well Permits: Applicable Not Applicable. Seller warrants that a private drinking water well has been installed, which representations notwithstanding, for which the Seller represents to be the well. If well installed after July 1, 2008, attach Improvement Permit license.

Buyer Initials: _____ Seller Initials: _____
STANDARD FORM 243-7
Revised 10/05
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Buyer and Seller agree to the terms and conditions of this contract.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be retained by Caring as defined in Paragraph 1(a), No Obstruction, excursions, fire or vegetation removal or other such activities may be done before construction is initiated.
12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDUM THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. REWRITE ALL OTHER ADDENDUM TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.
- NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DELAY CONSTRUCTION OR CONTINGENCIES TO THIS CONTRACT:**
- Additional Provision Addendum (Form 2411-17)
 - Additional Replication Addendum (Form 2417)
 - Fast-Track Contract Addendum (Form 2411-17)
 - Candidate Site Addendum (Form 2425-17)
 - Lease Assignment Addendum (Form 2445-17)
 - OTHER: _____
 - Owner/ Association/ Developer/ And/ Addendum/ For/ Programs/ Managed/ From/ Residential/ Property/ Development/ Insurance/ Plans/ 2429-17
 - Older/ Residential/ Addendum/ Form/ 2425-17
 - Short/ Term/ Addendum/ Form/ 2444-17

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a residential exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and subsequent 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 related costs, including title, escrow and recording charges, for a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such affidavits, tax forms, and assignments of this Contract as reasonable requests, in so far as the non-exchanging party, or shall be required to give effect to this provision.
15. **PARTIES:** This Contract shall be binding upon and shall bind to the benefit of Buyer and Seller and their respective heirs, executors and assigns. All word "heirs, heirs" in the singular include the plural and the reverse has identical the meaning and intent hereof.
16. **SURVIVAL:** If any provision herein contained within by its terms and effect is capable to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those contained herein. All drawings, exhibits or addenda hereto and to be added and signed by all parties, including recorded plans and all other agreements between a REALTOR® or broker and Seller or Buyer or contained in any listing agreement, Buyer agency agreement, or any other agency agreement between them.
18. **CONDUCT OF TRANSACTIONS:** The parties agree that any action between them relating to this transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by use or means of email and the parties to this Contract may be in communication with the Contract. Any written action or communication may be transmitted to the other party by electronic means by the number and email in the "Notice Information" section below. Any action or communication by the parties to a party herein, and any deeds of either party to be delivered to a party herein, may be given to the party of the other party by electronic means and may have the "Notice Information" and "Acknowledgement of Receipt" sections herein. All actions and documents of the Buyer agree that the "Notice Information" and "Acknowledgement of Receipt" sections herein shall not constitute a separate or the intended part of this Contract, and that the addition or modification of any information therein shall not constitute a separate or the intended part of this Contract.
19. **EXCEPTION:** This Contract may be signed by multiple signatories or counterparts, all of which together constitute one and the same instrument.

Buyer Initials _____ Seller Initials _____

Printed and signifying change with Buyer _____



Contract

REVISED FORM 12-17
Standard Terms
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20. CONFIRMATION OF BUYER'S OBLIGATIONS provided for purposes of the Contract, the term "Buyer" shall mean prospective exhibitor, dealer, including Specialty, Specialty, and jewelry, whether physical, firm, hotel or individual. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or action is provided in the Contract was required to be performed or made. Any reference to a date or time of day shall refer to the time and date of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS, INC. AND THE NORTH CAROLINA REAL ASSOCIATION MAKES 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 PART THEREOF 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 the other from terminating 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:	_____	Date:	_____
Buyer:	_____	Seller:	_____
Date:	_____	Date:	_____
Buyer:	_____	Seller:	_____
Entity Buyer:	_____	Entity Seller:	_____
By:		By:	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	24 SEP 2017	Date:	29 SEP 2017

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