

Initial Application Date: 3/16/18

Application # 18-50043579
CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION
Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

****A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION****

LANDOWNER: Thomas Womble / David Arrette Mailing Address: 1082 Keith Hills Rd.
City: Lillington State: NC Zip: 27546 Contact No: _____ Email: _____

APPLICANT*: Lammoth & Elizabeth Onal Mailing Address: 7650 Spurge Dr.
City: Fayetteville State: NC Zip: 28311 Contact No: 913.702.5640 Email: Elizabeth 919.721.5882
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: _____ Phone # _____

PROPERTY LOCATION: Subdivision: Currin Plantation Lot #: 19 Lot Size: .88
State Road # 1129 State Road Name: Southern Place Clark Rd. Map Book & Page: 2010, 1018
Parcel: 130527 0012 19 PIN: 0527-46-6538.000
Zoning: BA-30 Flood Zone: X Watershed: NO Deed Book & Page: 3566, 640 Power Company*: _____

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

PROPOSED USE:

- SFD: (Size 60' x 61'4") # Bedrooms: 5 # Baths: 3 Basement (w/wo bath): _____ Garage: Deck: _____ Crawl Space: _____ Slab: Slab: _____
(Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)
- Mod: (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes () no Any other site built additions? () yes () no
- Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms: _____ Garage: _____ (site built? _____) Deck: _____ (site built? _____)
- Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____
- Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees: _____
- Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes () no

Future on site plan
Paired Block *Monolithic*

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 *Ingress/Egress*

Structures (existing or proposed): Single family dwellings: Manufactured Homes: _____ Other (specify): _____

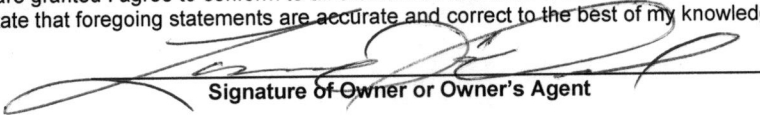
Required Residential Property Line Setbacks:

	Minimum	Actual
Front	<u>50</u> ³⁵	<u>160</u>
Rear	<u>25</u>	<u>35</u>
Closest Side	<u>10</u>	<u>40</u>
Sidestreet/corner lot	<u>20</u>	<u>50</u>
Nearest Building on same lot	_____	_____

Comments: Offer to purchase in on this- they will recombine 4 lots after new deed/map recorded and may shift house and easement (revision) at that time. Bedrooms will remain at 5 even if the house is moved.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Travel south on HWY 401, slight right on
HWY 210, turn right on NC 27, TL on Clark Rd., TR on Southern PL
in Curlin Plantation

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

3/16/2018
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

NAME: O'Neal

APPLICATION #: 18-50043579

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 # (BA) 3/16/18 026762

- 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.

please call

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.

[Signature]
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

3/16/2018
DATE

HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P.O. Box 400, Lillington NC 27546-0400
Phone (910) 893-8743 / Fax (910) 893-3594
www.halowensoil.com

25 September 2017

Mr. Lamath O'Neal
Oneallm.76@gmail.com

Reference: Preliminary Soil Investigation
Lots 19 and 20 Currin Plantation SD; NC PIN 0527-46-6538 and 0527-46-8630

Dear Mr. O'Neal,

A site investigation has been conducted for the above referenced property, located at 365 and 366 Southern Place (Lots 20 and 19, respectively) in Harnett County, North Carolina. The purpose of this investigation was to determine each lot's ability to support subsurface sewage waste disposal systems. All sewage disposal ratings and determinations were made in accordance with "Laws and Rules for Sewage Treatment and Disposal Systems, 15A NCAC 18A .1900". This report represents my professional opinion as a Licensed Soil Scientist but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed. Public water supply is available and anticipated to be utilized.

A portion of each lot was observed to be underlain by soils rated as provisionally suitable soils for subsurface sewage waste disposal (see attached map). These provisionally suitable soils were observed to be friable sandy clay loams to greater than 24 inches and will support long term acceptance rates of 0.5 to 0.6 gal/day/sqft. In other word, you should expect that about 240 feet of drainline would be required for each bedroom in a proposed home. It appears that the soils on Lot 19 are adequate to support a conventional septic system and repair area for a five bedroom residence. It appears that the soils on Lot 20 are adequate to support a conventional septic system and repair area for a three-bedroom residence; however, desirable area for the house footprint is limited.

The unsuitable soil area is so rated due to excessive soil wetness and poor landscape position. The ability to utilize alternative systems or make modifications to this area to allow for septic systems is minimal.

I appreciate the opportunity to provide this service and trust that you will feel free to call on me again in the future. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,

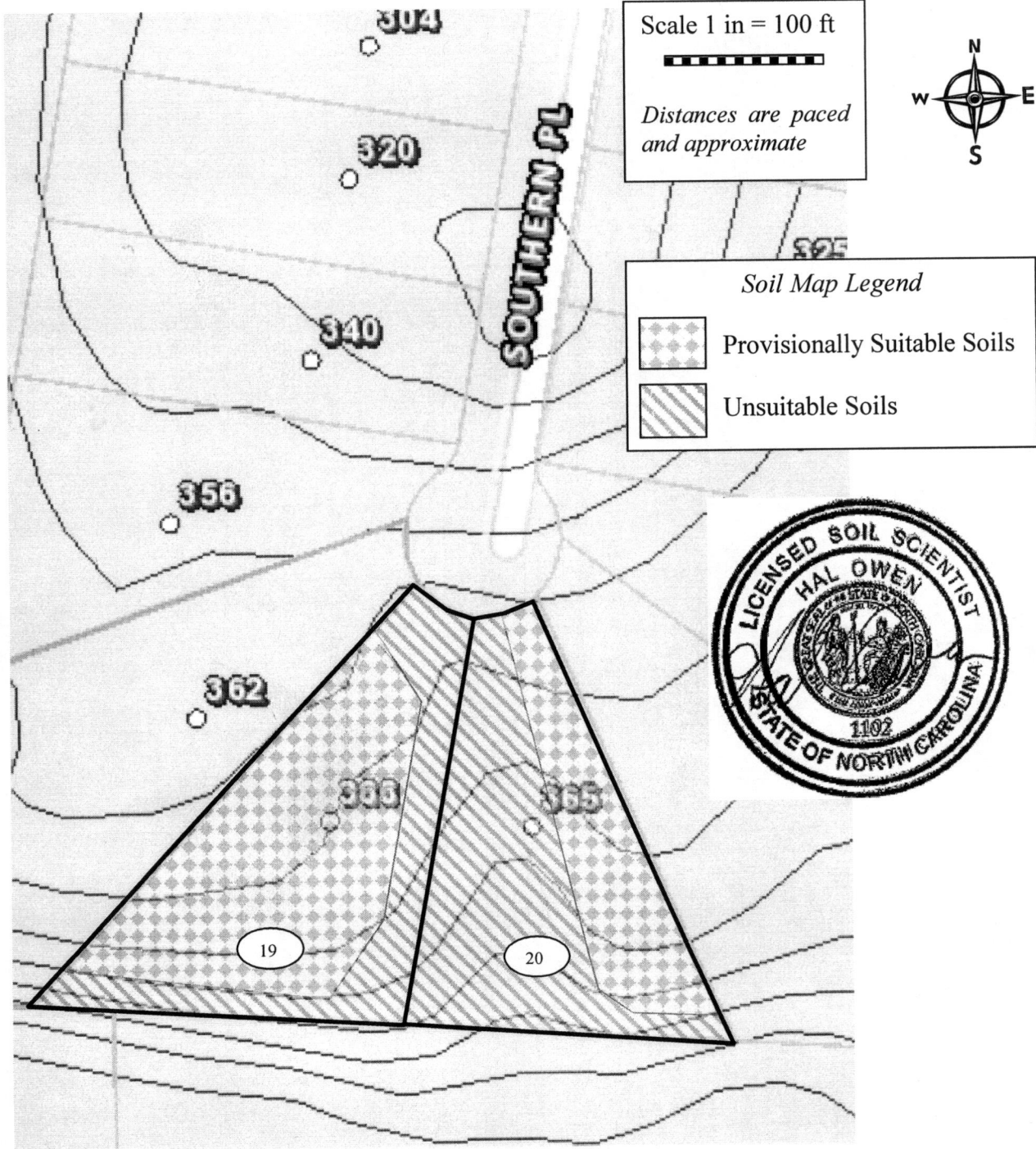


Hal Owen
Licensed Soil Scientist



Preliminary Soil Investigation
Lots 19 and 20 Southern Place SD
25 September 2017

Soil Map



NORTH CAROLINA HARNETT COUNTY
 I, Mickey R. Bennett, PLS do certify that this plat was drawn under my supervision and description recorded in Book SEE, Page REF, etc) that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE, Page REF, that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 21st day of April, A.D. 2010.



Mickey R. Bennett
 MICKEY R. BENNETT
 L - 1514

I, MICKEY R. BENNETT, DO HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DEED REFERENCE: DEED BOOK 1896, PAGE 384
 MAP REFERENCE: MAP NO. 2002-957

CERTIFICATION OF OWNERSHIP, DEDICATION AND JURISDICTION

I, Robert F. Currin, Jr. do hereby certify that I am (we are) the owner(s) or agent of the property shown and described herein and that (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building setback lines, and dedicate all streets, alleys, walks, parks and other sites and easements to public or private use as stated, and all the land shown herein is within the subdivision regulation jurisdiction of Town of Uwharrie.

Date: 8/26/10
Robert F. Currin, Jr.
 Owner/Agent

PUBLIC PLAT DECLARATION

All roads in this subdivision are hereby declared public. The maintenance of all streets and roads in this subdivision shall be the responsibility of ROBERT AND REDCOCK CURRIN and it shall be their responsibility in being such streets up to the standards of the North Carolina Department of Transportation before any streets on this plat are added into the North Carolina State Highway System. If the District Engineer has not recommended that the N.C. Department of Transportation accept maintenance responsibility for the required public road improvements by the time that the County has issued building permits for seventy-five percent of the lots shown on the record plat, the County shall not issue any more building permits until the District Engineer makes such a recommendation and formally notifies the Subdivision Administrator.

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROPOSED SUBDIVISION ROAD
 CONSTRUCTION STANDARDS CERTIFICATION

APPROVED L.P. HINES, P.E.
 DISTRICT ENGINEER RCP

DATE 8/26/10

I hereby certify that the development depicted hereon has been granted final approval by the Harnett County Development Review Board pursuant to the regulations set forth by 2-011 Addressing, Environmental, Historic/Fire Marshal, Planning and Public Utilities of Harnett County, N.C. Subject to re-creation in the Harnett County Office of Register of Deeds within thirty days of the date below.

[Signature] 8/26/10
 Development Review Board, Chairman

FOR REGISTRATION REGISTER OF DEEDS
 HARNETT COUNTY, NC
 2010 AUG 25 10 55 AM
 BK 2010 PG 618-619 FEE \$21.00

INSTRUMENT # 2010012130

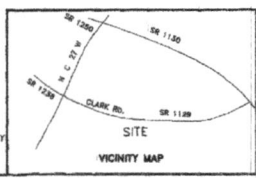
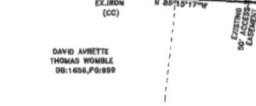
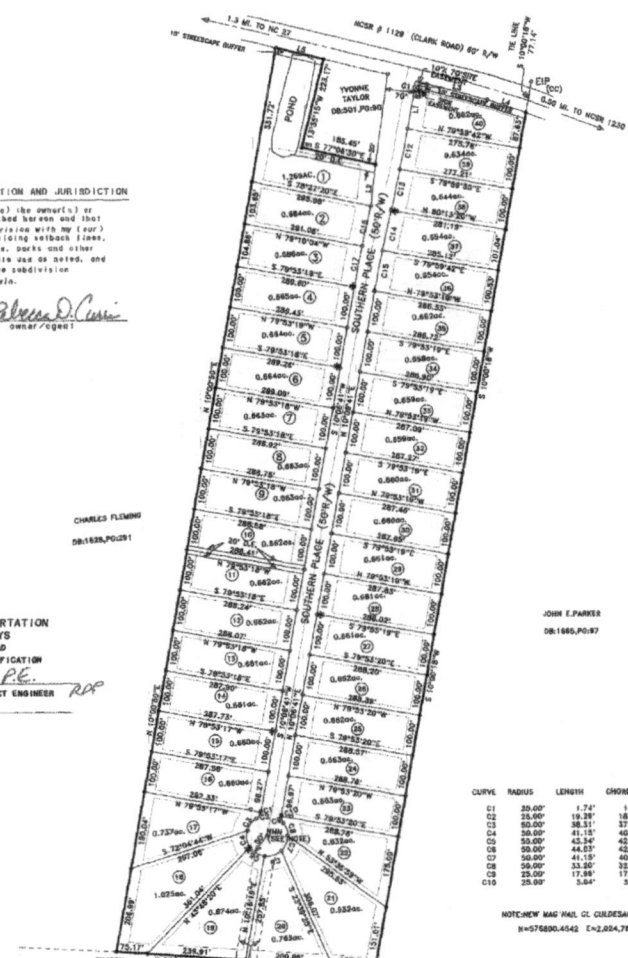
STATE OF NORTH CAROLINA
 COUNTY OF HARNETT
 I, Rebecca A. Neighbors, REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

DATE: 8-26-10
[Signature]
 REVIEW OFFICER

NORTH CAROLINA HARNETT COUNTY
 This Map/Plat was presented for registration and recorded in this office at Map Number 2010- 618 on the 26 day of August 2010, at 9:55 o'clock A.M.

KIMBERLY S. HARGROVE Register of Deeds
 By: [Signature]
 Assistant Deputy Register of Deeds

- LEGEND
- LINES NOT SURVEYED
 - LINES SURVEYED
 - EP --- EXISTING IRON PIPE
 - EM --- EXISTING CONCRETE MONUMENT
 - ES --- EXISTING IRON STAKE
 - EPN --- EXISTING P.K. NAIL
 - ELS --- EXISTING LIGHTWOOD STAKE
 - NS --- NEW IRON STAKE
 - NP --- NEW IRON PIPE
 - PN --- P.K. NAIL SET
 - ERS --- EXISTING RAILROAD SPIKE
 - NBS --- NEW RAILROAD SPIKE
 - EMN --- EXISTING MAGNETIC NAIL
 - NMN --- NEW MAGNETIC NAIL
 - ECN --- EXISTING COTTON SPINDLE
 - NCS --- NEW COTTON SPINDLE
 - EP/ES --- CONTROL CORNERS
 - ECM/PN/ES --- CONTROL CORNERS
 - C/L --- CENTER LINE N/P --- NOW OR FORMALLY
 - CP --- CALCULATED POINT
 - CBND --- CHORD BEARING AND DISTANCE
 - D.E. --- DRAINAGE EASEMENT R/W --- RIGHT OF WAY
 - DC --- EXISTING ACRES
 - (CC) --- CONTROL CORNER



SURVEY FOR:

CURRIN PLANTATION S/D

TOWNSHIP	UPPER LITTLE RIVER	COUNTY	HARNETT
STATE	NORTH CAROLINA	DATE	APRIL 21, 2010
ZONE	RA-30	WATERSHED DISTRICT	N/A
TAX PARCEL ID#	SEE REFERENCE	CHECKED & CLOSURE BY:	MRB

BENNETT SURVEYS, INC. C-1080
 1662 CLARK RD., LILLINGTON, N.C. 27546
 (910) 893-5252

100	0	200'	SURVEYED BY:	JRM	FIELD BOOK
SCALE: 1" = 200'			DRAWN BY:	MRB	DRAWING NO.
CHECKED & CLOSURE BY:			MRB	09056	

CURVE	RADIUS	LENGTH	CHORD	CH BEARING
C11	25.00'	41.23'	36.70'	N 57°19'49"E
C12	4022.81'	100.21'	100.20'	N 10°14'39"E
C13	4022.81'	101.21'	101.20'	N 10°15'24"E
C14	3972.81'	100.60'	100.60'	N 10°15'24"E
C15	3872.81'	88.71'	88.70'	N 10°14'39"E
C16	4022.81'	100.60'	100.60'	N 10°15'24"E
C17	4022.81'	101.21'	101.20'	S 10°14'39"W

CURVE	BEARING	DISTANCE
L1	N 10°00'41"E	91.18'
L2	S 0°00'00"W	100.20'
L3	S 74°43'50"E	190.28'
L4	S 71°34'20"E	88.69'
L5	S 79°20'29"E	118.12'

- MINIMUM BUILDING SET BACKS
- FRONT YARD ----- 35'
 - REAR YARD ----- 25'
 - SIDE YARD ----- 10'
 - CORNER LOT SIDE YARD ----- 20'
 - MAXIMUM HEIGHT ----- 35'

- NOTES:
1. NEW HOMES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 2. ALL HOMES SHALL BE DEDICATED TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
 3. ALL DRAINAGE EASEMENTS CROSSING PRIVATE PROPERTY SHALL BE RESPONSIBILITY OF PROPERTY OWNERS.
 4. PUBLIC UTILITIES AND STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE TO HARNETT COUNTY SUBDIVISION ORDINANCE.

PARCEL ID: 130527 0048
 PARCEL ID: 130527 0012
 PIN NO. 0527-47-9891.000
 PIN NO. 0527-47-9403.000

LAND USE = LOW DENSITY RESIDENTIAL
 30.4 GROSS ACRES
 40 LOTS

* DENOTES EXISTING STREET LIGHTS

NOTE: ALL LOTS (HOUSES) SHALL BE REQUIRED TO INSTALL A RESIDENTIAL FIRE SPRINKLER SYSTEM AS TO THE AGREEMENT BETWEEN THE OWNER/DEVELOPER AND THE FIRE MARSHAL'S OFFICE.

15' STREETScape EASEMENT SHALL BE MAINTAINED BY PRIVATE LOT OWNERS OF LOT 1 AND LOT 40.

VOLUNTARY AGRICULTURAL DISTRICT
 This Development is within one mile of a Voluntary Agricultural District.

SOUTHERN PLACE LENGTH = 1900'-0"

OWNER/DEVELOPER
 ROBERT F. CURRIN
 REBECCA D. CURRIN
 883 LEAFLET CHURCH RD.
 LILLINGTON, N.C. 27546
 910 893-5843

GRID NORTH (NAD 83)

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 Addendum (Form 2A3-T).

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

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": David J. Avrette, Thomas Womble

(b) "Buyer": Lammoth Oneal, Elizabeth Oneal

(c) "Property": The Property shall include all that real estate described below together with all appurtenances 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-T) with this offer.

Street Address: 365 and 366 Southern Place
City: Lillington Zip: 27546
County: Harnett, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 20/19, Block/Section, Subdivision/Condominium Currin Plantation, as shown on Plat Book/Slide at Page(s)

The PIN/PID or other identification number of the Property is: 0527-46-8630 / 0527-44-8368

Other description: Lot20/19-0527-46-8630 / 0527-44-8368 Currin Plantation-37.090 & 33.03acre

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

(d) "Purchase Price":
\$ 80,000.00 paid in U.S. Dollars upon the following terms:
\$ 1,000.00 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [] cash [] personal check [X] official bank check [] wire transfer, [] electronic transfer, EITHER [] with this offer OR [] within five (5) days of the Effective Date of this Contract.
\$ 4,000.00 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than October 16, 2017, TIME BEING OF THE ESSENCE with regard to said date.
\$ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property 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).
\$ 75,000.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



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



STANDARD FORM 12-T Revised 7/2017 © 7/2017

Buyer initials [Signature] [Signature] Seller initials [Signature] [Signature]

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, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required 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 or required to be paid in connection with this transaction, collectively the "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): The Shoaf Law Firm Ryan Shoaf

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 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 terminate the Contract for any reason or no reason 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 each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the 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 October 16, 2017 TIME BEING OF THE ESSENCE with regard to said date.

Buyer initials Lo EO Seller initials SA RA

(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 December 29, 2017 (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:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. 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. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will 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.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, 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.

(b) **Property Investigation:** 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:

Buyer initials Lo EO Seller initials DA DN

- (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 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 or its management company charges fees for providing information required by Buyer's lender or confirming 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 street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private 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.

(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 intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a

Buyer initials Lo EO Seller initials SA DA

Fixed Rate Adjustable Rate in the principal amount of \$80,000.00 for a term of 30 year(s), at an initial interest rate not to exceed 4.500 % per annum (the "Loan").

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

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(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 or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

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

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **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 buyer'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).

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

(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.

Buyer initials Lo EO Seller initials DA DA

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

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney 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.

(ii) 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).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(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) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file 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:** 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 and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) 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.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(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

Buyer initials *Lo* *EO* Seller initials *DA* *DA*

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 conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

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.

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.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) 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. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

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

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging 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 to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and 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

Buyer initials Lo EO Seller initials DA ZA

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.

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.

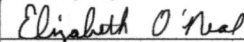
THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU 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: 9/18/2017 | 12:48 PM EDT

DocuSigned by:
Buyer 
Lammoth O'Neal

Date: 9/18/2017 | 1:18 PM EDT

DocuSigned by:
Buyer 
Elizabeth O'Neal

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

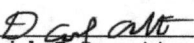
By: _____

Name: _____

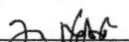
Title: _____

Date: _____

Date: 9/18/2017

DocuSigned by:
Seller 
David J. Avrette

Date: 9/18/2017

DocuSigned by:
Seller 
Thomas Womble

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____


SELLING AGENT NOTICE ADDRESS:

Firm Name: **RE/MAX ONE REALTY**

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: **C26711**

Mailing Address: **100 Lynn Rd, Raleigh, NC 27609-2835**

Individual Selling Agent: **TERRY GAVIN** 

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

Selling Agent License #: **278331**

Selling Agent Phone#: **(910) 818-2506**

Selling Agent Fax#: **(877) 771-2949**

Selling Agent E-mail: **tgrealtygroup@gmail.com**

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: **RE/MAX ONE Realty**

Acting as Seller's Agent Dual Agent

Firm License #: **C26711**

Mailing Address: **7277 NC Hwy 42 West, Ste. 211, Raleigh, NC 27603**

Individual Listing Agent: **Ann Milton**

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

Listing Agent License #: **225353**

Listing Agent Phone#: **(910) 237-1675**

Listing Agent Fax#: _____

Listing Agent E-mail: **ann@annmilton.com**

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: David J. Avrette, Thomas Womble ("Seller")

Buyer: Lammoth Oneal, Elizabeth Oneal ("Buyer")

Property Address: 365 and 366 Southern Place, Lillington, 27546 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 1,000.00, receipt of which Listing Agent hereby acknowledges.

Date: Firm: RE/MAX ONE Realty

By: (Signature) Ann Milton (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 1,000.00, receipt of which Seller hereby acknowledges.

Date: Seller: (Signature) David J. Avrette

Date: Seller: (Signature) Thomas Womble

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date: Firm: The Shoaf Law Firm

By: (Signature) Ryan Shoaf (Print name)

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

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ 4,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm: The Shoaf Law Firm

Time: AM PM By: (Signature) Ryan Shoaf (Print name)

HARNETT COUNTY CASH RECEIPTS

*** CUSTOMER RECEIPT ***

Oper: BPETRICH Type: CP Drawer: 1
Date: 3/16/18 51 Receipt no: 292710

Year	Number	Amount
2018	50043579	
94834	TECH 4	
LILLINGTON, NC	27546	
B4	BP - ENV HEALTH FEES	
		\$750.00

NEW TANK

LAMMOTH O'NEAL

Tender detail	
CP CREDIT CARD	\$750.00
Total tendered	\$750.00
Total payment	\$750.00

Trans date: 3/16/18 Time: 15:24:02

** THANK YOU FOR YOUR PAYMENT **