

Initial Application Date 2-1-08

Application # 0850019348

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**COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION**

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Todd A and Leslie Geisler Mailing Address: 32249 Floyds Alley Ln

City: Le Sueur State: MN Zip: 56058 Home #: \_\_\_\_\_ Contact #: \_\_\_\_\_

APPLICANT\*: Dray E. + Marika Holland Mailing Address: 805 Stinson Ave

City: Holly Springs State: NC Zip: 27540 Home #: 919-557-5004 Contact #: \_\_\_\_\_

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: Dray Holland Phone #: 919 557 5004

PROPERTY LOCATION: Subdivision: Barclays Lot #: 24 Lot Size: 3.293

State Road #: \_\_\_\_\_ State Road Name: \_\_\_\_\_ Map Book & Page: 2002, 213

Parcel: 07 0692 0046 50 PIN: 0692-46-4409-000

Zoning: RA-30 Flood Zone: X Watershed: N/A Deed Book & Page: OTP, OTP

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: \_\_\_\_\_  
421, (L) on Leslie Campbell, (L) on Old Stage, (B) onto Langdon Rd,  
(Q) on Barclays Dr. to end of cul-de-sac.

- PROPOSED USE: (Include Bonus room as a bedroom if it has a closet) Circle:
- SFD (Size 75 x 35) # Bedrooms 4 # Baths 4 Basement (w/w bath) NO Garage  Deck yes Crawl Space / Slab
  - Mod (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/w bath) \_\_\_\_\_ Garage \_\_\_\_\_ Site Built Deck \_\_\_\_\_ ON Frame / OFF
  - Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ (site built? \_\_\_\_\_) Deck \_\_\_\_\_ (site built? \_\_\_\_\_)
  - Duplex No. Buildings \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
  - Home Occupation # Rooms \_\_\_\_\_ Use \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees \_\_\_\_\_
  - Addition/Accessory/Other (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_ Closets in addition ( )yes ( )no

Water Supply:  County ( ) Well (No. dwellings \_\_\_\_\_) **MUST** have operable water before final

Sewage Supply:  New Septic Tank (Complete **New Tank Checklist**) ( ) Existing Septic Tank ( ) County Sewer

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? ( ) YES  NO

Structures (existing or proposed): Single family dwellings 75x35 Manufactured Homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Comments: \_\_\_\_\_

**Required Residential Property Line Setbacks:**

	Minimum	Actual
Front	<u>35</u>	<u>300</u>
Rear	<u>26</u>	<u>320</u>
Closest Side	<u>10</u>	<u>50</u>
Sidestreet/corner lot	<u>7</u>	<u>7</u>
Nearest Building on same lot	<u>6</u>	<u>7</u>

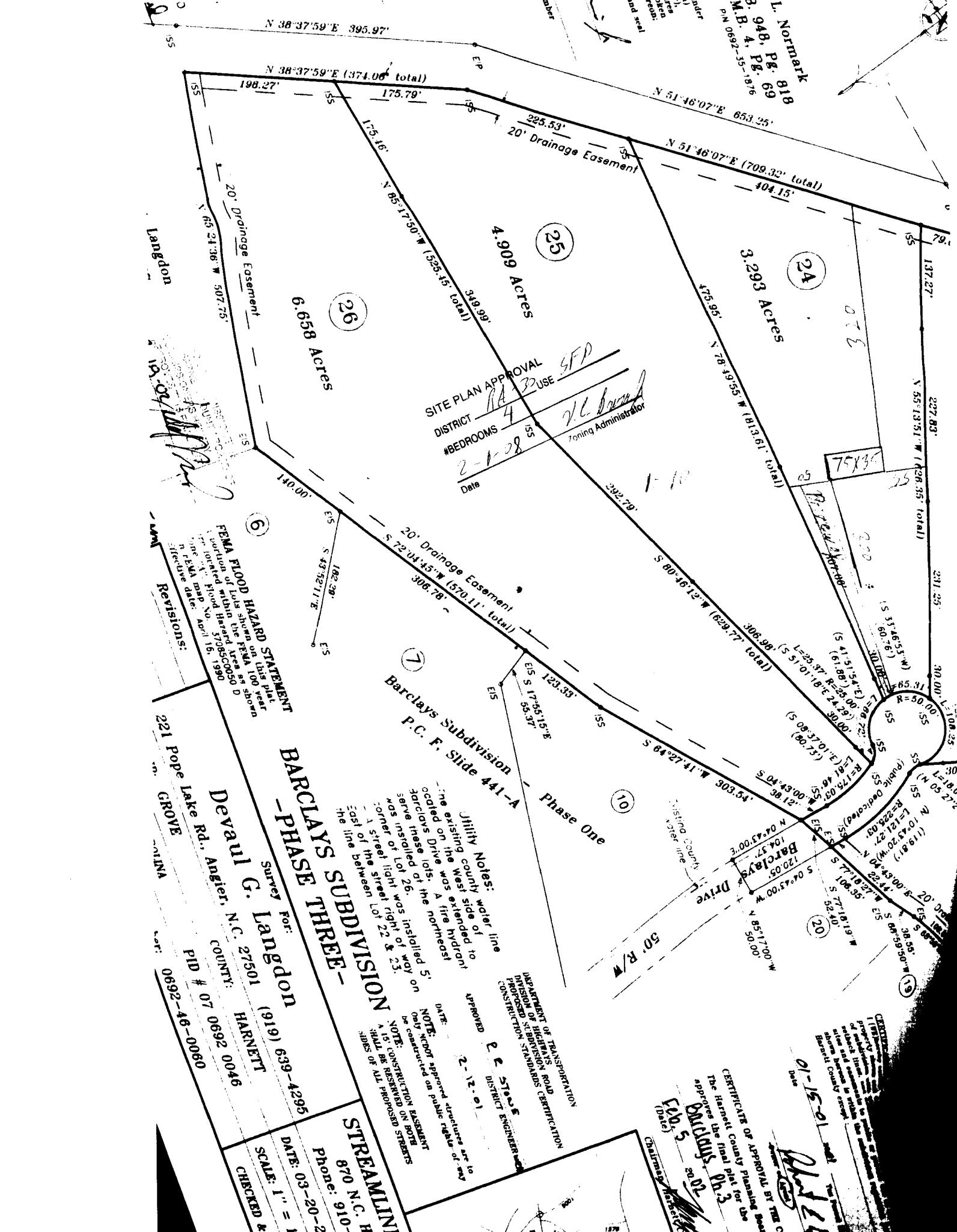
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

Signature of Owner or Owner's Agent \_\_\_\_\_

Date Friday February 1, 2008

**\*\*This application expires 6 months from the initial date if no permits have been issued\*\***

**A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION**  
Please use Blue or Black Ink ONLY



L. T. Normark  
 B. 948, Pg. 69  
 M.B. 4, Pg. 181  
 P.M. 00692-35-181

**SITE PLAN APPROVAL**  
 DISTRICT RA-33 USE SFD  
 #BEDROOMS 4  
 Date 2-1-08  
 Toning Administrator

**FEMA FLOOD HAZARD STATEMENT**  
 Portion of Lots shown on this plat are in Flood Hazard Area D  
 FEMA map No. 7708 1990  
 Effective date: April 16, 1990

**BARCLAYS SUBDIVISION - PHASE THREE -**  
 Survey for:  
**Devaul G. Langdon** (919) 639-4295  
 221 Pope Lake Rd., Angier, N.C. 27501  
 COUNTY: HARNETT  
 PID # 07 0692 0046  
 0692-46-0060

**Jillivyn Nobles:** water line occupied on the west side of the existing driveway. The northeast corners of lots 24, 25, and 26 were installed at way on a street light was installed at the corner of Lot 22 & 23. A street light was installed East of the street between the line between

**STREAMLINE**  
 870 N.C. HWY  
 Phone: 910-89

DATE: 03-20-200  
 SCALE: 1" = 100  
 CHECKED & CL

APPROVED BY THE COUNTY PLANNING BOARD  
 CERTIFICATE OF APPROVAL BY THE COUNTY PLANNING BOARD  
 The attached is the final plat for the  
 subdivision of the land shown on the  
 attached plat and is hereby approved by  
 the Board of County Commissioners  
 Harnett County, North Carolina  
 01-15-01  
 [Signature]

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS & ROAD  
 DIVISION OF HIGHWAYS STANDARDS & SPECIFICATIONS  
 CONSTRUCTION STANDARDS  
 2-12-01  
 DISTRICT ENGINEER

Revisions:  
 1. [Signature]

Langdon

221 Pope Lake Rd.  
 GROVE

ALABAMA

Car:

0692-46-0060

Checked & CL

OWNER NAME: Todd A. + Leslie Geister

APPLICATION #: 0850019348

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

**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)

**DEVELOPMENT INFORMATION**

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

**WATER SUPPLY**

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes  no  unknown

**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
- Alternative  Other
- Conventional  Any

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 Does the site contain any existing Wastewater Systems?
- 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 OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

Friday February 1, 2008  
DATE

Conf #

Application Number: 0850019348

Harnett County Central Permitting Department  
PO Box 65, Lillington, NC 27546  
910-893-7525

800

#1

**Environmental Health New Septic Systems Test**  
Environmental Health Code 800

- Place "property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- 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. *No grading of property should be done.*
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **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 permits.

**Environmental Health Existing Tank Inspections**  
Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road. Follow above instructions for placing flags on property.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **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.

**Health and Sanitation Inspections**

- After submitting plans for food and lodging to Central Permitting, please allow approximately 7-10 working days for plan status. Use Click2Gov or IVR to hear results.
- Once all plans are approved, proceed to Central Permitting for remaining permits.

**Fire Marshal Inspections**

- After submitting plans for Fire Marshal review to Central Permitting, please allow approximately 7-10 working days for approval. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- Fire Marshal's letter must be placed on job site until work is completed.

**Public Utilities**

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

**Building Inspections**

- After submitting plans for Building Inspections, please allow approximately 3 working days for review. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to scheduling final inspection.
- Use Click2Gov or IVR to hear results.

**E911 Addressing**

- Addressing Confirmation Code 814
- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7525 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation. Check Click2Gov for results and address.

• Inspection results can be viewed online at <http://www.harnett.org/services-213.asp> then select Click2Gov

Applicant/Owner Signature [Signature] Date Fridy February 1, 2008

OFFER TO PURCHASE AND CONTRACT-VACANT LAND/LOT

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. 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 (Form 2-T) with the New Construction Addendum (Form 2A3-T).

Dray & Marika Holland and Raymond G. Lukas & Ilonka Metsger, as Buyer,
hereby offers to purchase and Todd & Leslie Gelsler, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Angier, County of Harnett, State of North Carolina, being known as and more particularly described as:
Street Address: 215 Barclays Drive Angier NC Zip 27501
Subdivision Name: Barclays Subdivision
Plat Reference: Lot 24, 25 & 26, Block or Section Barclays Subdivision (Combined Appx 15 Acres) as shown on
Plat Book or Slide 2120 at Page(s) 843 (Property acquired by Seller in Deed Book 2120 at Page 843).

NOTE: Prior to signing this Offer to Purchase and Contract-Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 137,000.00 and shall be paid as follows:

(a) \$ 1,000.00, EARNEST MONEY DEPOSIT with this offer by [ ] cash [X] personal check [ ] bank check [ ] certified check [ ] other: NIA to be deposited and held in escrow by Choice Reality Professionals ("Escrow Agent") until the sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies 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, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$ N/A, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
(d) \$ N/A, 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.
(e) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) \$ 136,000.00, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a [X] Conventional [ ] Other: N/A loan at a [X] Fixed Rate [ ] Adjustable Rate in the principal amount of 137,000 for a term of 30 year(s), at an initial interest rate not to exceed 7.25 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 45 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before January 31, 2008 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy



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



STANDARD FORM 12-T © 7/2005

Buyer Initials [Signature] Seller Initials [Signature]

of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Three Single Family Residential Homes each with up to four bed rooms purposes ("Intended Use").
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None - if any seller to pay

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows No other agreement

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0.00 per Year

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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 and easements relating to the Property. 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; and (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.

8. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before March 7, 2009 at a place designated by Buyer. The deed is to be made to \_\_\_\_\_

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

10. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

Buyer Initials SM Seller Initials \_\_\_\_\_

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

**ALTERNATIVE 1:**

(a) **Soil, Water, Utilities And Environmental Contingency:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by February 15, 2008 that this condition cannot be satisfied, ~~time being of the~~ **essence.**

(b) **Sewer System (check only ONE):**

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by NIA that this condition cannot be satisfied, **time being of the essence.**

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE)  conventional or  other NIA ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than February 15, 2008, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by February 15, 2008 that this condition cannot be satisfied, **time being of the essence.**

Buyer has investigated and approved the availability, costs and expenses to connect to a  public or  community sewer system.

(c) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before February 15, 2008. The cost of the appraisal shall be borne by Buyer.

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

**ALTERNATIVE 2: (This alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)**

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on NIA, 20 NIA, **time being of the essence** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **time being of the essence**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

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

Buyer Initials [Signature] Seller Initials \_\_\_\_\_

**12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. 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. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible 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.

**13. OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) *Addendum 1 Attached.*

**14. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

**15. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

**16. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their 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.

**17. 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.

**18. 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.

**19. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

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.

Date: <u>December 17, 2007</u>	Date: <u>December 2007</u>
Buyer <u><i>[Signature]</i></u> (SEAL)	Seller <u><i>[Signature]</i></u> (SEAL)
<u>Dray &amp; Marika Holland</u>	<u>Todd Geisler</u>
Date: <u>December 19, 2007</u>	Date: <u>December 2007</u>
Buyer <u><i>[Signature]</i></u> (SEAL)	Seller <u><i>[Signature]</i></u> (SEAL)
<u>Raymond G. Lukas &amp; Ilonka Metzger</u>	<u>Leslie Geisler</u>

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: December 2007 Firm: Choice Realty Professionals  
 By: \_\_\_\_\_  
 (Signature)

Selling Agent/Firm/Phone Jeff Willis | RE/MAX Executives | 919 369 7921 | NC Lic # 187 303  
 Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Listing Agent/Firm/Phone John Paulus | Choice Realty Professionals | 919 946 7700 | NC Lic #  
 Acting as  Seller's (sub)Agent  Dual Agent





**NORTH CAROLINA  
WAKE COUNTY**

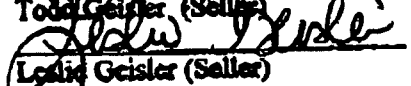
**ADDENDUM 1  
OFFER TO PURCHASE & CONTRACT VACANT LAND/LOT**

- 1) Seller acknowledges that Buyer intends to build up to (3) Three Four Bed Room Homes / Structures on the subject. Seller warrants that he/she has no information that would indicate that this would not be possible. (i.e. soil problems, wetlands, etc)
- 2) Buyer must receive all building approvals, septic approvals and any other required governmental approval for construction of up to three Four Bed Room Homes / Structures on the three parcels prior to closing.
- 3) There must not exist any environmental issue that could hinder the buyers' use of the property.
- 4) The seller certifies that no part of the property is in a flood plain and that there are no hazardous materials on the site.
- 5) The buyer shall have the absolute right to terminate this agreement for any reason during the first 60 days of the contract period and receive a full refund of any earnest money.
- 6) So long as Buyers' have made appropriate application to the required governmental entities for which approval is required before construction can begin, the seller agrees to extend, without additional cost, the examination period, for up to an additional 60 days, if needed, in order for the Buyer's to obtain any necessary approvals. (L.e. Zoning, Map re-recording, septic permits, building permits, etc.) The buyers right to terminate and receive a refund of all earnest money shall extend to this additional period as well if information is uncovered that preclude the buyers use of the property as planned.
- 7) The seller has the right to continue to market the property and take "Back Up Offers" on the property to be exercised only in the event that the Buyer notifies the seller that they will terminate the contract through the provisions contained here in..
- 8) In any event where there shall exist a conflict between the terms of the Offer to Purchase and Contract and this Addendum, this Addendum shall control.

  
 \_\_\_\_\_  
 Dray and Marika Holland  
 (Buyers)

  
 \_\_\_\_\_  
 Raymond Lukas Ilonka Metzger  
 (Buyers)

  
 \_\_\_\_\_  
 Todd Geisler (Seller)

  
 \_\_\_\_\_  
 Leslie Geisler (Seller)



949238                      Active                      Land                      LP: \$ 149,900  
 215 Barclays Drive                      City: Angier  
 Media: 3                      Area/Sub: 326/B                      Zip : 27501 Lot #:  
 Subd: Barclays                      Type: Type - Vacant Lot  
 State Rd/Hwy:                      Rd Frontage:  
 Seller's Name: Geisler                      Archive Report

Elementary 1: Harnett - Angier                      Elementary 2:  
 Middle 1: Harnett - Harnett Central                      Middle 2:  
 High 1: Harnett - Harnett Central                      High 2:  
 Dir: 401S to Fuquay, Lt of 55E take Hwy 55 through Angier, Lt of Old  
 State Rd. Rt on Langdon, Lt into Barclays.

Remarks: Nearly 15 acres of partially cleared land located in the Barclays subdivision. These are 3 combined lots; 24, 24, and 26. Property can be sold separately. Call listing agent for details. Horses are allowed and each lot can be further subdivided by buyer.

Agent Only

Appx Acres: 15	Wooded Acres:	Cleared Acres:	Price per Acre: \$ 0
Annual Farm Inc: \$ 0	Farm Comments:		
Perk Test: No	Perk Test Date:	Beds Yielded:	
Deed Restrictions: Residential		Lot Dimensions: to follow	
Restrictive Covenants: Restrictive Covenants		Water/Sewer Fee: \$0	
Tax Value: \$ 0	Tax Rate: 0.8	TM/BK/PAR/LT or Deed Page:	
Zoning:	Tot HOA Dues: \$/	Pin #: 0692-46-4409.000	
Legal Desc: 24, 25, 26 Barclays PH3		In City: No	
Financial Comments: New needed			

Use - Res. Single Family	Road Frontage - Street Paved	Vegetation - Cleared
Topography - Level	Restrictions - Can Divide	Vegetation - Hardwoods
Utilities - Elec/Site	Restrictions - Can Use Own Builder	Sewer/Septic - Need Septic
Road Type - Public Maint	Restrictions - Res. Coven	Water Supply - County On Site

Show Instruct: Vacant	Make Appointment	
List Agent: R71714 / John Paulus	Agent Phone: 919-946-7700	Appt Phone: 919-595-8989
List Office: R/CHO / Choice Realty Professionals	Office Phone: 919-894-8161	
Co List Agent:	CoList Agent Phone:	Appt Phone: 919-595-8989
Comm to Buy Agt: 2.40%	Comm to Sub Agt: 0.00%	
List Type: ER	Possession: ATC	DOM: 124


\*\*Information deemed RELIABLE but not GUARANTEED\*\*

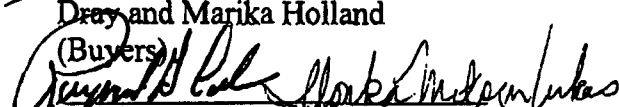
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NORTH CAROLINA  
WAKE COUNTY

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Dray and Marika Holland  
(Buyers)

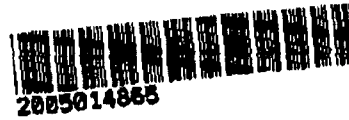
  
Raymond Lukas & Ilonka Metsger  
(Buyers)

\_\_\_\_\_  
Todd Geisler (Seller)

\_\_\_\_\_  
Leslie Geisler (Seller)

HARNETT COUNTY TAX ID#

07-0692-0046-50  
07-0692-0046-51  
07-0692-0046-52  
\$224.00 BY SKB



FOR REGISTRATION REGISTER OF DEEDS  
KIMBERLY S. HARGROVE  
HARNETT COUNTY, NC  
2005 AUG 22 02:00:29 PM  
BK: 2120 PG: 843-845 FEE: \$17.00  
NC REV STAMP: \$224.00  
INSTRUMENT # 2005014865

Mail To & Prepared By: Hold for Attorney  
Pope & Pope, Attorneys at Law, P.A.  
PO Box 790, Angier, N.C. 27501  
File No: 05-559

Excise Stamps: \$224.00

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

WARRANTY DEED

THIS DEED made this 19 day of August, 2004 by and between Lillian W. Langdon, widow of Devaul G. Langdon whose address is 221 Pope Lake Road, Angier, NC 27501, hereinafter referred to as Grantor; and Todd A. Geisler and wife, Leslie Allen Geisler, whose address is 156 Remington Drive, Coats, NC 27501, hereinafter referred to as Grantees.

WITNESSETH:

WHEREAS Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee in fee simple. Said property being all of that certain piece, parcel or tract of land situated, lying and being in Grove Township, Harnett County, North Carolina, and more particularly described as follows:

- Lt 24: 225 Barclay Drive, Angier, North Carolina 27501: 07-0692-0046-50
- Lt 25: 215 Barclay Drive, Angier, North Carolina 27501: 07-0692-0046-51
- Lt 26: 205 Barclay Drive, Angier, North Carolina 27501: 07-0692-0046-52

BEING all of Lot Nos. 24, 25 & 26 according to that final plat drawn by Streamline Land Surveying, Inc. entitled "BARCLAYS, SUBDIVISION - PHASE THREE" dated March 20, 2000 and recorded in Map No. 2002-213 of the Harnett County Registry, said plat being incorporated herein by reference as if fully set forth.

For further reference see: Estate of Devaul G. Langdon 04 E 457; Deed Book 632, Page 307, Harnett County Registry.

Subject to Restrictive Covenants recorded in Deed Book 1598, Page 157, Harnett County Registry.