

Initial Application Date: 1-22-15 CWNER - R4K LAND DEV. Application # 15 500 35 381  
3951 US401 N CU# \_\_\_\_\_

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION  
Central Permitting 108 E. Front Street, Lillington, NC 27548 Phone: (910) 893-7575 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"

OWNER: Leon Anderson Mailing Address: 6212 Rawls Church Road

City: Fuquay-Varina State: NC Zip: 27526 Contact No: ~~919-868-8294~~ Email: \_\_\_\_\_

APPLICANT: CHARLES FAUST Mailing Address: 213 POINTE PARK CIRCLE HOLLY SPRINGS

City: HOLLY SPRINGS State: NC Zip: 27540 Contact No: \_\_\_\_\_ Email: \_\_\_\_\_

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: Michael Anderson Phone # 919-868-8294

PROPERTY LOCATION: Subdivision: Mill Branch Lot #: 39 Lot Size: 0.461 acre

State Road # \_\_\_\_\_ State Road Name: Mill Branch Circle Map Book & Page: 2006172-175

Parcel: 0052.14.7335 Parcel: 00.0052.0097.39

Zoning: RA-40 Flood Zone: X Watershed: III Deed Book & Page: 145, 709 Power Company: Duke Energy

\*New structures with Progress Energy as service provider need to supply premise number 010 from Progress Energy.

PROPOSED USE:

- SFD: (Size 12 x 16) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement(w/w/o bath): \_\_\_\_\_ Garage: \_\_\_\_\_ Deck: \_\_\_\_\_ Rawl Space: y Lab: \_\_\_\_\_ Monolithic 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/w/o 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 12 x 16) Use: STORAGE BUILDINGS on 5 lot Closets in addition? ( ) yes ( ) no

Water Supply:  County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*Must have operable water before final

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

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? ( ) yes (  ) no

Does the property contain any easements whether underground or overhead ( ) yes (  ) no

Structures (existing or proposed): Single family dwellings: Existing Manufactured Homes: \_\_\_\_\_ Other (specify): Purposed Storage

Required Residential Property Line Setbacks:

Front	Minimum	<u>35'</u>	Actual	<u>100'</u>
Rear		<u>25'</u>		<u>28'</u>
Closest Side		<u>10'</u>		<u>70'</u>
Sidestreet/corner lot		<u>20'</u>		<u>N/A</u>
Nearest Building on same lot		<u>N/A</u>		<u>80'</u>

Comments: Ref SFD 145 33500

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: North on US 401, Mill Branch Circle  
will be on right before Kipling, lot 39 is on right

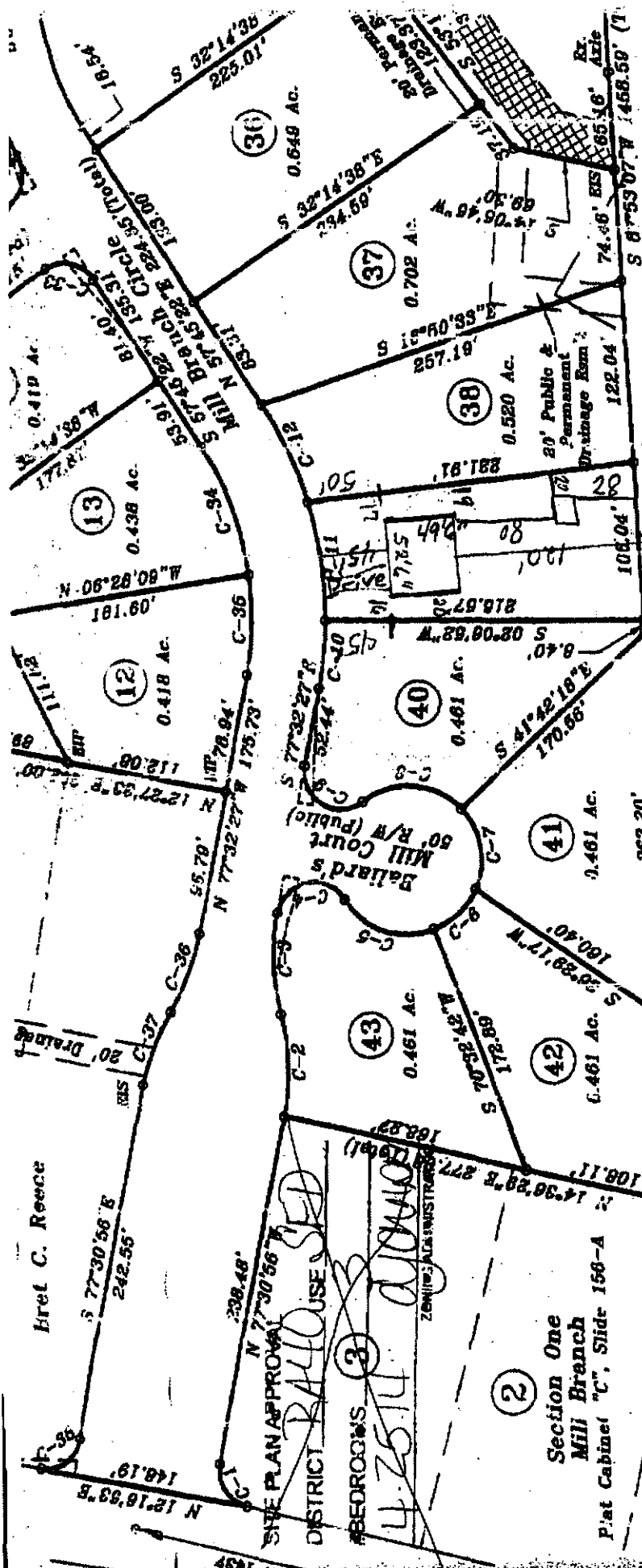
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

Michael Anderson  
Signature of Owner or Owner's Agent

4-24-14  
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\*\*



Note:  
 Lots  
 Balls  
 FOND  
 Laverne F. Bain, et. al.  
 Will Book 091K, Page 177  
 Deed Book 328, Page 85

Sheet One of This  
 Section Three  
 Mill Branch

12x16 Storage Building  
 Michael Anderson Homes, Inc.  
 Zoning Administrator

Property of	R and K Land Develop
39-11 US 401 North	Fuquay-Varina, NC 273
Anderson Constructive	Fuquay-Varina, NC
6212 Rawls Church Road	
TOWNSHIP:	HECTOR'S CREEK COUNTY:
STATE:	NORTH CAROLINA
ZONE:	1A-40 PARCEL NUMBER

Revisions:	01-31-06
Scale:	1" = 100'
Horizontal Scale:	50 0 100

Site Plan APPROVAL  
 DISTRICT RA 40 USE 12x16 Storage Building  
 BEDROOMS 2  
 1-22-15 N.C.M.  
 Michael Anderson Homes, Inc.  
 Scale - 1" = 100'  
 House is 52'6" x 49'6"  
 Screened porch included  
 NUMBER 2006-172-175

Section One  
 Mill Branch  
 Plat Cabinet "C", Slide 156-A

NAME: \_\_\_\_\_

APPLICATION #: \_\_\_\_\_

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

**County Health Department Application for Improvement Permit and/or Authorization to Construct**  
IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)  
910-893-7525 option 1

CONFIRMATION # \_\_\_\_\_

- Environmental Health New Septic System Code 800**
  - **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
  - Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
  - Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
  - If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
  - **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
  - After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
  - Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.
- Environmental Health Existing Tank Inspections Code 800**
  - Follow above instructions for placing flags and card on property.
  - Prepare for inspection by removing soil over outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then put lid back in place. (Unless inspection is for a septic tank in a mobile home park)
  - **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
  - After uncovering outlet end call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
  - Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

**SEPTIC**  
If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted       Innovative       Conventional       Any  
 Alternative       Other \_\_\_\_\_

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES  NO Does the site contain any Jurisdictional Wetlands?
- YES  NO Do you plan to have an irrigation system now or in the future?
- YES  NO Does or will the building contain any drains? Please explain. \_\_\_\_\_
- YES  NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
- YES  NO Is any wastewater going to be generated on the site other than domestic sewage?
- YES  NO Is the site subject to approval by any other Public Agency?
- YES  NO Are there any Easements or Right of Ways on this property?
- YES  NO Does the site contain any existing water, cable, phone or underground electric lines?  
If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And Health Department 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.

*Charles H. Faint*

1/22/2015

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

DATE

**OFFER TO PURCHASE AND CONTRACT**  
 [Consult "Guidelines" (Standard Form 2G) for guidance in completing this form]

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": Michael Anderson Homes

(b) "Buyer": Charles & Nancy Faust

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. 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: 126 Mill Branch Circle  
 City: Farmington  
 County: Wake  
 North Carolina Zip: 27526

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 39, Block/Section \_\_\_\_\_, Subdivision/Condominium Mill Branch at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 0652-14-7335  
 Other description: Lot 39 Mill Branch Sec 3  
 Some or all of the Property may be described in Deed Book 2006 at Page 172

(d) "Purchase Price":  
 \$ 199,900  
 \$ N/A  
 \$ 2,000  
 \$ N/A  
 \$ N/A  
 \$ N/A  
 \$ 197,900

paid in U.S. Dollars upon the following terms:  
 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  official bank check  wire transfer, EITHER  with this offer OR  within five (5) days of the Effective Date of this Contract.  
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than \_\_\_\_\_ 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).  
 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).  
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

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



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

Buyer initials CHF nmz Seller initials MA



STANDARD FORM 2-T  
 Revised 1/2015  
 © 1/2015

(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 13 (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. **FIXTURES:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey:

N/A

Seller shall repair any damage caused by removal of any items excepted above.

(NOTE: Seller and Buyer should confirm whether fuel tanks, antennas, satellite dishes and receivers, alarm systems, and other items listed above are leased or not owned by Seller and should be entered in the blank above. FUEL TANKS AND ANY FUEL IN THEM WHICH ARE NOT TO CONVEY SHOULD BE NOTED IN THE BLANK ABOVE.)

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:

N/A

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

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

**NOTE:** Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense,

Buyer initials CHP JMM Seller initials MA

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 shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. BUYER REPRESENTATIONS:

(a) Loan: Buyer  does  does not have 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:  **CASH**  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Other: \_\_\_\_\_ plus any financed VA Funding Fee or FHA MIP for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain 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: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(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.

(d) Residential Property and Owners' Association Property Disclosure Statement (check only one):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(f) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and

Buyer initials CH7 TME Seller initials MA

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.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **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.

(e) **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.

(f) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Charles H. Faust, Jr. & Nancy M. Faust

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A 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, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

Buyer initials CHF NMF Seller initials MA



15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. **NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)                             | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)      |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) |   |
| <input type="checkbox"/> OTHER: _____  |   |

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

23. **COMPUTATION OF DAYS:** 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.

Buyer initials CHZ nmt Seller initials MR

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_  
Buyer Fax#: \_\_\_\_\_  
Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_  
Seller Fax#: \_\_\_\_\_  
Seller E-mail: \_\_\_\_\_

SELLING AGENT NOTICE ADDRESS:

Firm Name: Coldwell Banker Advantage  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Mailing Address: 2128 High House Road  
Cary, NC 27519  
Individual Selling Agent: Michelle Meyer  
 Acting as a Designated Dual Agent (check only if applicable)  
License #: 227412  
Selling Agent Phone#: (919) 906-5467  
Selling Agent Fax#: \_\_\_\_\_  
Selling Agent E-mail: MMeyer@Advantagecb.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Becky Medina  
Acting as  Seller's Agent  Dual Agent  
Mailing Address: 407 W. Judd Pkwy NE  
FV, NC 27526  
Individual Listing Agent: Angela Keith  
 Acting as a Designated Dual Agent (check only if applicable)  
License #: 189449  
Listing Agent Phone#: 919-795-6486  
Listing Agent Fax#: 919-552-7800  
Listing Agent E-mail: angela.Keith@emburyreal.com

**Addendum to Offer To Purchase  
for 126 Mill Branch Circle, Fuquay-Varina, NC**

Seller agrees to include the following items in the agreed upon purchase price:

1. Screen in the back deck as well as underneath the deck
2. Grade yard so that water is shed away from house. Seed all 4 sides of yard & landscape per builder's plan
3. Install Screens on all windows
4. Install 5" K style gutters on all sides of home. Buyer will supply gutter covers for builder to install when gutters are put on
5. Move smoke detector in Bonus Room approximately 1 foot. Buyer will point out preferred location
6. Provide a copy of builder house plan & standards sheet/specifications (paint, tile, carpet, etc.)

Builder to include the following items at buyer's expense:

1. 36 x 60 Cement Pad for trashcan storage on the garage side of the house
2. 12 x 12 Patio off of Screened In Porch (Buyer to clarify location)
3. Install 17 x 13 Monolithic Concrete Slab in back right corner of property designated by buyer

Buyer Charles H. Faust Jr. Date January 14, 2015  
Buyer Nancy M. Faust Date 1-14-2015  
Seller Michael Anderson Date 1-15-2015

Application # 35381

**Harnett County Central Permitting**  
PO Box 65 Lillington, NC 27546 - Ph: 910-893-7525 - Fx: 910-893-2793 - www.harnett.org/permits  
**Certification of Work Performed By Owner/Contractor**  
(Individual Trade Application)

Owner (s) of Structure: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner (s) Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Land Owner Name (s): \_\_\_\_\_ Phone: \_\_\_\_\_

Construction or Site Address: \_\_\_\_\_

PIN # \_\_\_\_\_ Parcel # \_\_\_\_\_

Job Cost: \_\_\_\_\_ Description of Work to be done Bldg. Storage  
Bldg.

Mechanical: New Unit With Ductwork \_\_\_ New Unit Without Ductwork \_\_\_ Gas Piping \_\_\_ Other \_\_\_

Electrical\*: 200 Amp \_\_\_ <200 Amp \_\_\_ Service Change \_\_\_ Service Reconnect \_\_\_ Other \_\_\_  
\* For Progress Energy customers we need the premise number

Plumbing: Water/Sewer Tap \_\_\_ Number of Baths \_\_\_ Water Heater \_\_\_

Specific Directions to Job from Lillington:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_

I \_\_\_\_\_ will provide the Bldg. labor on this structure.  
(Contractors Name) (Trade)

I am the building owner or my NC state license number is owner, which entitles me to perform such work on the above structure legally. All work shall comply with the State Building Code and all other applicable State and local laws, ordinances and regulations.

Contractor's Company Name \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

owner  
License #

Structure Owner / Contractor Signature: Chadler H. Faust Date: 2/12/2015

By signing this application you affirm that you have obtained permission from the above listed license holder to purchase permits on their behalf. If doing the work as owner you understand that you cannot rent, lease or sell the listed property for 12 months after completion of the listed work.

**\*Company name, address, & phone must match information on license**

Plan Box # File

Date 1-28-15

Job Name Faust

App # 35381

Valuation 6,628

Heated SQ Feet \_\_\_\_\_

Garage \_\_\_\_\_

= \_\_\_\_\_

**Inspections for SFD/SFA**

Crawl \_\_\_\_\_

Slab \_\_\_\_\_

Mono \_\_\_\_\_

Basement \_\_\_\_\_

Footing	Footing	Plum Under Slab	Footing
Foundation	Foundation	Ele. Under Slab	Foundation
Address	Address	Address	Waterproofing
Open Floor	Slab	Mono Slab	Plum Under slab
Rough In	Rough In	Rough In	Address
Insulation	Insulation	Insulation	Slab
Final	Final	Final	Open Floor
			Rough In
			Insulation
			Final

Foundation Survey \_\_\_\_\_

Envir. Health \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_



**Additions / Other**

Footing \_\_\_\_\_

Foundation \_\_\_\_\_

Slab \_\_\_\_\_

Mono \_\_\_\_\_

Open Floor \_\_\_\_\_

Rough In \_\_\_\_\_

Insulation \_\_\_\_\_

Final \_\_\_\_\_

HARNETT COUNTY CENTRAL PERMITTING  
P.O. BOX 65  
LILLINGTON, NC 27546  
For Inspections Call: (910) 893-7525 Fax: (910) 893-2793  
Bldg Insp scheduled before 2pm available next business day.

Application Number . . . . . 15-50035381 Date 2/02/15  
Property Address . . . . . 126 MILL BRANCH CIR  
PARCEL NUMBER . . . . . 08-0652- - -0097- -39-  
Application type description CP NEW STORAGE BLDG RESIDENTIAL  
Subdivision Name . . . . . MILL BRANCH  
Property Zoning . . . . . RES/AGRI DIST - RA-40

Owner	Contractor
-----	-----
R & K DEVELOPING LLC & ANDERSON N CONSTRUCTION INC 612 JACKSON KING RD ANGIER NC 27501	OWNER

Applicant  
-----  
FAUST CHARLES

--- Structure Information 000 000 12X16 STORAGE BUILD  
Flood Zone . . . . . FLOOD ZONE X  
Other struct info . . . . . PROPOSED USE 12X16 STORAGE  
SEPTIC - EXISTING? EXIST  
WATER SUPPLY COUNTY

Permit . . . . . RESIDENTIAL BUILDING PERMIT  
Additional desc . . . . .  
Phone Access Code . . . . . 1071455  
Issue Date . . . . . 2/02/15 Valuation . . . . . 0  
Expiration Date . . . . . 2/02/16

Permit . . . . . LAND USE PERMIT  
Additional desc . . . . .  
Phone Access Code . . . . . 1071463  
Issue Date . . . . . 2/02/15 Valuation . . . . . 0  
Expiration Date . . . . . 8/01/15

Special Notes and Comments  
T/S: 01/22/2015 02:00 PM VBROWN ----  
126 MILL BRANCH CIRCLE LILLINGTON  
27546.

\_\_\_\_\_  
\_\_\_\_\_

HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793

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PARCEL NUMBER . . . . .	08-0652- - -0097- -39-		
Application description . . .	CP NEW STORAGE BLDG RESIDENTIAL		
Subdivision Name . . . . .	MILL BRANCH		
Property Zoning . . . . .	RES/AGRI DIST - RA-40		

Required Inspections

Seq	Phone Insp#	Insp Code	Description	Initials	Date
Permit type . . . . RESIDENTIAL BUILDING PERMIT					
999	103	B103	R*BLDG FOUND & TEMP SVC POLE	_____	__/__/__
999	111	B111	R*BLDG SLAB INSP/TEMP SVC POLE	_____	__/__/__
999	101	B101	R*BLDG FOOTING / TEMP SVC POLE	_____	__/__/__
999	131	R131	ONE TRADE FINAL	_____	__/__/__
999	125	R125	ONE TRADE ROUGH IN	_____	__/__/__
999	229	R229	TWO TRADE FINAL	_____	__/__/__
999	225	R225	TWO TRADE ROUGH IN	_____	__/__/__