

Initial Application Date: 12 Sept 2008

page 2
Application # 08 5 00 20908

DRB _____ CU _____

COMMERCIAL

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525

Fax: (910) 893-2793

www.harnett.org/permits

LANDOWNER: Jessie H. McDougald Mailing Address: _____

City: _____ State: _____ Zip: _____ Home #: _____ Contact #: _____

APPLICANT: Robert F. Naylor Mailing Address: 289 Straw Pond School Road

City: Newton Grove State: NC Zip: 28366 Office #: 910-567-2296 Contact #: 910-249-2258 (cell)

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: _____ Phone #: _____

PROPERTY LOCATION: Subdivision: _____ Lot #: _____ Lot Size: _____

State Road #: 401 State Road Name: 401 NORTH Map Book & Page: 898, 537

Parcel: 0806550136 PIN: 0652-16-9292

Zoning: RA 40 Flood Zone: X Watershed: IV Deed Book & Page: OTP

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Turn Left at 1st light across Cape Fear River, go pass Harnett Co. Courthouse, site is 4 miles on right.

PROPOSED USE:

- ☐ Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- ☐ Business Sq. Ft. Retail Space _____ Type _____ # Employees: _____ Hours of Operation: _____
- ☒ Daycare # Preschoolers 90 # Afterschoolers 35 # Employees 15 Hours of Operation 6am-7pm M-F
- ☐ Industry Sq. Ft. _____ Type _____ # Employees: _____ Hours of Operation: _____
- ☐ Church Seating Capacity _____ # Bathrooms _____ Kitchen _____
- ☐ Accessory/Addition/Other (Size _____ x _____) Use _____

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

Comments: BA-CU-18-08

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.

Robert F. Naylor
Signature of Owner or Owner's Agent

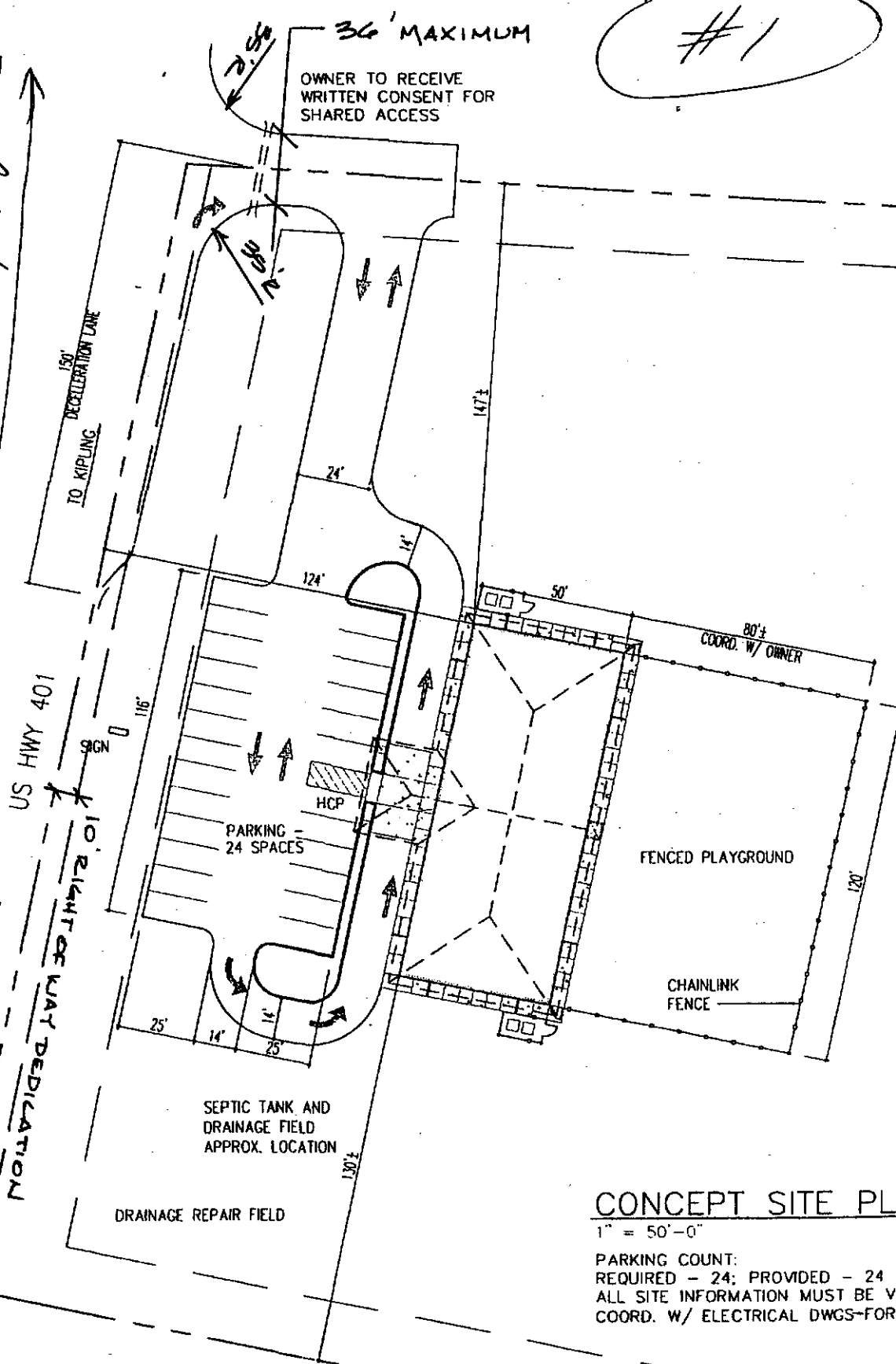
11 Sept '08
Date

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

#1

> 700 feet clear field of view (north)
> 1,000 feet field of view (down)



CONCEPT SITE PLAN

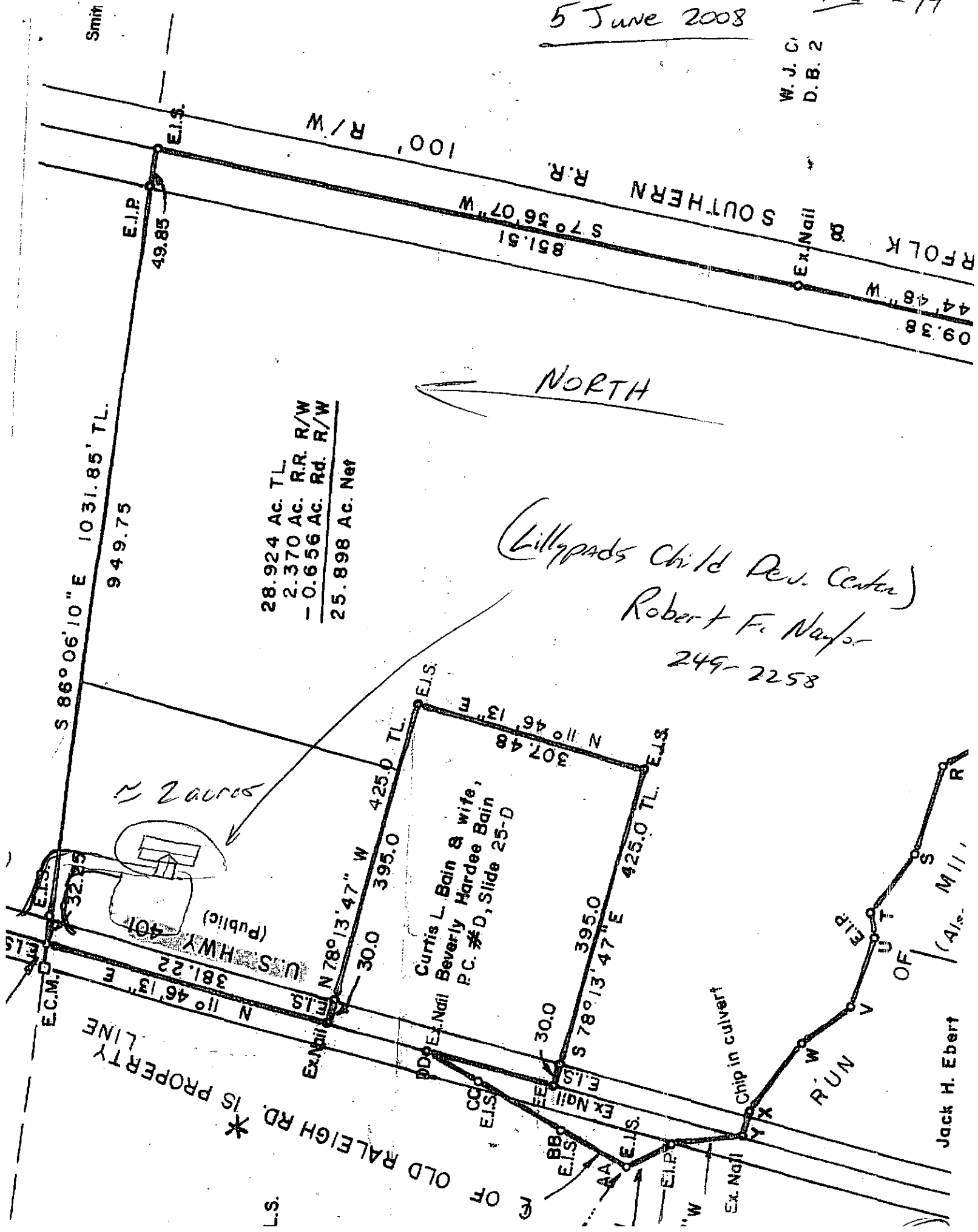
1" = 50'-0"

PARKING COUNT:
REQUIRED - 24; PROVIDED - 24
ALL SITE INFORMATION MUST BE VERIFIED.
COORD. W/ ELECTRICAL DWGS-FOR SITE LIGHTING.

P.L. + No. 1

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Smit



OWNER NAME: Robert Naylor

APPLICATION #: 08-50020908

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 {X} 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 _____
{X} 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 {X} NO Does the site contain any Jurisdictional Wetlands?
{ } YES {X} NO Does the site contain any existing Wastewater Systems?
{ } YES {X} NO Is any wastewater going to be generated on the site other than domestic sewage?
{ } YES {X} NO Is the site subject to approval by any other Public Agency?
{ } YES {X} NO Are there any easements or Right of Ways on this property?
{ } YES {X} 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.

Robert F. Naylor
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

8 Oct. '08
DATE

NAME: Robert Nau/Cor

APPLICATION #: 08-50020908

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

- 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.**
- 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 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 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 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

SEPTIC

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

☐ Accepted ☐ Innovative ☐ Conventional ☐ Any
☐ Alternative ☐ Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation

- ☐ YES ☐ NO Does the site contain any Jurisdictional Wetlands?
- ☐ YES ☐ NO Do you plan to have an irrigation system now or in the future?
- ☐ YES ☐ NO Does or will the building contain any drains? Please explain. _____
- ☐ YES ☐ NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
- ☐ YES ☐ NO Is any wastewater going to be generated on the site other than domestic sewage?
- ☐ YES ☐ NO Is the site subject to approval by any other Public Agency?
- ☐ YES ☐ NO Are there any easements or Right of Ways on this property?
- ☐ YES ☐ NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules.

I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

Robert F. Nau
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10.8.08
DATE



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

a(n) Robert Naylor
individual ("Buyer"), and
(individual or State of formation and type of entity)

a(n) Jessie H. & Joelina G. McDougald
individual ("Seller").
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) Hwy 401 just of south of Kipling, NC, PIN # 0652-16-9292.000

☐ All ☒ A portion of the property in Deed Reference: Book 698, Page No. 537, Harnett County; consisting of approximately 28.3 +/- acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

☒ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes, the tax parcel number of the Property is: 080655 0136)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 350,000.00 (b) **"Purchase Price"** shall mean the sum of Three Hundred and Fifty Thousand Dollars,

payable on the following terms:

\$ 1,000.00 (i) **"Earnest Money"** shall mean One Thousand Dollars
or terms as follows: n/a

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Realty World/JE Womble & Sons (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

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

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Buyer Initials R.N. Seller Initials JM2 JMD

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☒ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ n/a (ii) Proceeds of a new loan in the amount of _____ Dollars for a term of _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ n/a (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over _____ months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ n/a (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, or _____. Buyer shall pay all costs associated with any such assumption, including any assumption fee charged by the lender.

\$ 349,000.00 (v) Cash, balance of Purchase Price, at Closing in the amount of 349,000.00 Dollars.

(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before July 25, 2008 or 75 days from Contract Date

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the Contract Date and extending through July 10, 2008
TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean: Realty World/JE Womble & Sons ("Listing Agency"),
Fred Cummings ("Listing Agent"- License # 157668)
Acting as: ☒ Seller's Agent; ☐ Dual Agent
and (same) ("Selling Agency"),

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Acting as: ☐ Buyer's Agent; ☒ Seller's (Sub) Agent; ☐ Dual Agent ("Selling Agent"- License # _____)

(g) "Seller's Notice Address" shall be as follows:

PO Box 1376, Lillington, NC 27546

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

289 Straw Pond School Road
Newton Grove, NC 28366

except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Seller will pay for survey excluding house from property to be sold.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related 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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly

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Buyer Initials AW Seller Initials MD

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conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before June 10, 2008, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(f) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☒ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or

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Buyer Initials RM Seller Initials Mc Donnell

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not -"Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on Exhibit B;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, 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 licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

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Buyer Initials BA Seller Initials RD

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Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, 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

(Insert "None" or the identification of any matters relating to (i) through (iv) above, if any). Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

none

Seller represents that the regular owners' association dues, if any, are \$ none per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. 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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing).

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Buyer Initials AK

Seller Initials JD JRP

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The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

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.

BUYER:

Individual

Robert Naylor
 Date: 5-10-08

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Individual

Jessie H. McDougald
 Date: 5-12-08

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Realty World/JE Womble & Sons

(Name of Firm)

Date: 5-10-08

By: Fred Cummings
 Fred Cummings

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Buyer Initials

RN

Seller Initials

JH JD

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Exhibit "A" - 1

HARNETT COUNTY, NORTH CAROLINA GIS/LAND RECORDS



Boundary (City & County)
 driv
 roads
 Centerline
 Parcels
 Major Roads
 Color orthos

Any use of this map shall be at the sole risk of the user of this map. Although, an effort has been taken to insure accuracy in the data presented, Harnett County makes no warranty, expressed or implied, as to the accuracy of the information represented herein. Any user of this product shall hold harmless Harnett County, its elected officials, employees and agents from and against any claim, damage, loss, action, cause of action, or liability arising from the use of this GIS product.

Harnett
 Along roads - new graphics

Harnett County GIS
 305 W. Cornelius Harnett Blvd, Suite 100
 Lillington, NC 27546
 Phone: 910-893-7523
 WWW.HARNETT.ORG

Jessie H. McDougald *Joelina G. McDougald* *Robert Naylor*
 Jessie H. McDougald, Seller Joelina G. McDougald, Seller Robert Naylor, Buyer

Exhibit "A"-2

HARNETT COUNTY, NORTH CAROLINA GIS/LAND RECORDS



Harnett County GIS
305 W. Cornelius Harnett Blvd, Suite 100
Lillington, NC 27548
Phone: 910-893-7523
WWW.HARNETT.ORG

Any use of this map shall be at the sole risk of the user of this map. Although, all effort has been taken to insure accuracy in the data presented, Harnett County makes no warranty, expressed or implied, as to the accuracy of this information represented herein. Any user of this map shall hold harmless Harnett County, its elected officials, employees and agents from and against any claim, damage, loss, action, cause of action, or liability arising from the use of the GIS product.



- Boundary (City & County)
- city
- roads
- Centerline
- Parcels
- Major Roads
- Color orthos

Harnett
COUNTY
NORTH CAROLINA

EXHIBIT "B"

Buyer and Seller do hereby acknowledge that the farm land on this property is leased for the current crop.. The seller will retain all proceeds from this lease and the farm tenant will be allowed to harvest current planted crop. The crop land will be turned over to buyer at closing.

<u>Jessie H. McDougald</u>	<u>5-12-08</u>	<u>Robert Naylor</u>	<u>9 May 2008</u>
Jessie H. McDougald, Seller	Date	Robert Naylor, Buyer	Date

<u>Joelina G. McDougald</u>	<u>5-12-08</u>
Joelina G. McDougald, Seller	Date

AGREEMENT TO AMEND CONTRACT

WARNING: ALL PARTIES, INCLUDING ANY LENDER,
MUST BE PROVIDED A COPY OF THIS AGREEMENT

and Robert Naylor as Buyer,
Jessie H. McDougald & Joelina G. McDougald as Seller,
have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract - Vacant Lot/Land
(form 12-T) ("Contract") regarding the purchase and sale of the following property (insert property address):
Hwy 401 just south of Kipling, NC PIN # 0652-16-0202 ("Property").
Buyer and Seller hereby agree to amend the Contract as set forth below (check applicable box(es)):

- ☐ **Purchase Price.** The purchase price is hereby changed to: \$ _____
- ☐ **Additional Earnest Money.** \$ _____ additional earnest money deposit shall be paid to Escrow Agent no later than
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE
- ☐ **Loan Condition.** The loan condition is hereby amended as follows (check all applicable box(es)):
- ☐ **Type:** The type of loan Buyer must be able to obtain is hereby changed to: _____
 - ☐ **Fixed/Adjustable Rate:** The type of loan rate is hereby changed to: _____
 - ☐ **Principal Amount:** The principal amount of the loan is hereby changed to: _____
 - ☐ **Term:** The term of the loan is hereby changed to: _____ year(s)
 - ☐ **Interest Rate:** The interest rate for the loan is hereby changed to: an initial rate not to exceed _____ %
 - ☐ **Mortgage Loan Discount Points:** The mortgage loan discount points are hereby changed to: not to exceed _____ % of the loan amount
 - ☐ **Loan Application:** The number of days following the Effective Date within which Buyer shall make written application for the Loan, authorize any required appraisal and pay any necessary fees is hereby changed to: _____ days
 - ☐ **Inability to Obtain Loan:** The number of days following the Effective Date within which Buyer shall have the right to terminate this contract for inability to obtain Loan approval is hereby changed to _____ days.
- ☐ **Expenses.** The amount Seller shall pay at Closing toward Buyer's expenses associated with the purchase of the Property is hereby changed to: \$ _____
- ☐ **Inspections/Repair Negotiations.** The timeframe(s) for Inspections/Repair Negotiations set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is/are hereby amended as follows (check all applicable box(es)):
- ☐ **Repair Notice Date:** The Repair Notice Date set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is hereby changed to: _____
 - ☐ **Seller's Response Time:** The number of days within which Seller shall provide written notice to Buyer of Seller's response to Buyer's written notice of Necessary Repairs is hereby changed to _____ days.
 - ☐ **Buyer's Response Time:** The number of days within which Buyer shall deliver Buyer's written decision after receiving Seller's written response to Buyer's written notice of Necessary Repairs is hereby changed to _____ days.
- ☐ **Soil, Water, Utilities And Environmental Contingency Date (form 12-T only).** The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (a) of paragraph 13 of the Contract cannot be satisfied is hereby changed to: _____
- ☐ **Sewer System Date (form 12-T only).** The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (b) of paragraph 13 of the Contract cannot be satisfied is hereby changed to: _____
- ☐ **Option Termination Date.** The Option Termination Date set forth in Alternative 2 of the Contract is hereby changed to: _____
- ☐ **Option Fee.** \$ _____ additional Option Fee shall be paid to Seller on
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

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Seller Initials JD

Buyer Initials RN



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☒ Closing Date. The Closing Date is hereby changed to: on or before Sept 30, 2008

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: Robert Naylor Date 12 July 08 Seller: Jessie H. McDougald Date 7-9-08

Buyer: _____ Date _____ Seller: Joelina G. McDougald Date 7-9-08