

HARNETT COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH SECTION  
307 W. CORNELIUS HARNETT BLVD.  
LILLINGTON, NC 27546  
910-893-7547 PHONE  
910-893-9371 FAX

## Application for Repair

EMAIL ADDRESS: scotty@annmilton.com

OWNER NAME Errol & Kerri Barrett PHONE 910-890-1578

PHYSICAL ADDRESS 84 Lahinch Dr. Fuquay Varina, NC 27526

MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) 4503 West Atlantic Blvd Apt 1403, Coconut Creek, FL 33066

IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME n/a

SUBDIVISION NAME Avery Pond LOT #/TRACT # Lt 127 STATE RD/HWY-State Rd. SIZE OF LOT/TRACT .88 acres

Type of Dwelling:  Modular  Mobile Home  Stick built  Other \_\_\_\_\_

Number of bedrooms 3  Basement

Garage: Yes  No  Dishwasher: Yes  No  Garbage Disposal: Yes  No

Water Supply:  Private Well  Community System  County

Directions from Lillington to your site: Take 401 towards Fuquay. Turn left onto Chalybeate Rd. Turn left onto Avery Pond Dr. Turn left onto Lahinch Dr. Home will be on the right.

**In order for Environmental Health to help you with your repair, you will need to comply by completing the following:**

1. A "surveyed and recorded map" and "deed to your property" must be attached to this application. Please inform us of any wells on the property by showing on your survey map.
2. The outlet end of the tank and the distribution box will need to be uncovered and property lines flagged. After the tank is uncovered, property lines flagged, underground utilities marked, and the orange sign has been placed, you will need to call us at 910-893-7547 to confirm that your site is ready for evaluation.

Your system must be repaired within 30 days of issuance of the Improvement Permit or the time set within receipt of a violation letter. (Whichever is applicable.)

By signing below, I certify that all of the above information is correct to the best of my knowledge. False information will result in the denial of the permit. The permit is subject to revocation if the site plan, intended use, or ownership changes.

Agon Scotty Scarborough / 7/20/23  
Owner Signature Date

### HOMEOWNER INTERVIEW FORM

It is important that you answer the following questions for our inspectors. Please do not leave any blanks if possible, and answer all questions to the best of your ability. Thank You.

Have you received a violation letter for a failing system from our office? [ ] YES  NO

Also, within the last 5 years have you completed an application for repair for this site? [ ] YES  NO

Year home was built (or year of septic tank installation) installed 9/2/2020

Installer of system Thorntons Plumbing

Septic Tank Pumper Stephen Holland with Holland Inspections

Designer of System Harnett County

1. Number of people who live in house? 2 # adults 0 # children 2 # total

2. What is your average estimated daily water usage? \_\_\_\_\_ gallons/month or day \_\_\_\_\_ county water. If HCPU please give the name the bill is listed in Errol & Kerri Barrett

3. If you have a garbage disposal, how often is it used? [ ] daily [ ] weekly [ ] monthly

4. When was the septic tank last pumped? 7/19/23 How often do you have it pumped? \_\_\_\_\_

5. If you have a dishwasher, how often do you use it? [ ] daily [ ] every other day [ ] weekly

6. If you have a washing machine, how often do you use it? [ ] daily [ ] every other day [ ] weekly [ ] monthly

7. Do you have a water softener or treatment system? [ ] YES  NO Where does it drain?

8. Do you use an "in tank" toilet bowl sanitizer? [ ] YES  NO

9. Are you or any member in your household using long term prescription drugs, antibiotics or chemotherapy? [ ] YES  NO If yes please list \_\_\_\_\_

10. Do you put household cleaning chemicals down the drain? [ ] YES  NO If so, what kind?

11. Have you put any chemicals (paints, thinners, etc.) down the drain? [ ] YES  NO

12. Have you installed any water fixtures since your system has been installed? [ ] YES  NO If yes, please list any additions including any spas, whirlpool, sinks, lavatories, bath/showers, toilets \_\_\_\_\_

13. Do you have an underground lawn watering system? [ ] YES  NO

14. Has any work been done to your structure since the initial move into your home such as, a roof, gutter drains, basement foundation drains, landscaping, etc? If yes, please list \_\_\_\_\_

15. Are there any underground utilities on your lot? Please check all that apply:

Power [ ] Phone  Cable [ ] Gas  Water

16. Describe what is happening when you are having problems with your septic system, and when was this first noticed?

NO problems. First noticed on point of sale inspection for home that rain water is going into the backyard from adjacent properties

17. Do you notice the problem as being patterned or linked to a specific event (i.e., wash clothes, heavy rains, and household guests?)  YES [ ] NO If Yes, please list Rain

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**  
[Consult "Guidelines" (Form 101G) for guidance in completing this form]

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into between Errol Barrett, Kerri Barrett as Seller(s) ("Seller") of the property described below (the "Property"), and Ann Milton Realty as Listing Firm ("Firm"). The individual agent who signs this Agreement shall, on behalf of the Firm, be primarily responsible for ensuring that the Firm's duties hereunder are fulfilled; however, it is understood and agreed that other agents of the Firm may be assigned to fulfill such duties if deemed appropriate by the Firm. For purposes of this Agreement, the term "Firm," as the context may require, shall be deemed to include the individual agent who signs this Agreement and any other agents of the Firm.

**NOTE:** If the Property was most recently owned by a person who is now deceased, the tax listing or last recorded deed to the Property may not accurately identify the party(ies) who should be named as Seller. In such a case, the deceased owner's will, or applicable North Carolina law if the deceased owner died without a will, will determine the correct party(ies) to sign this Agreement. Advice from an NC attorney should be obtained concerning the proper party(ies) prior to completing this Agreement.

If the owner of the Property is a corporation, limited liability company, trust or other legal entity, the entity should be named as Seller and a duly authorized officer, manager, trustee or other legal representative of the entity should sign this Agreement on the entity's behalf.

A non-owner spouse should be named as Seller because he or she will be required in most cases to sign the deed to release certain marital rights in the Property. If a married owner has signed and recorded a pre-nuptial agreement, post-nuptial agreement, or a free trader agreement, consult an NC attorney to determine whether the non-owner spouse will be required to sign the deed.

In consideration for Firm's services and efforts to find a buyer for the Property, Firm is hereby granted the exclusive right to sell the Property on the terms and conditions set forth in this Agreement.

**Seller represents that as of the Effective Date the Seller is not (or will not be, if the Property is currently listed) a party to a listing agreement with any other real estate firm regarding the Property. Seller also represents that Seller has received a copy of the "WORKING WITH REAL ESTATE AGENTS" disclosure and has reviewed it with Firm.**

**1. TERM OF AGREEMENT.**

(a) **Term.** The term of this Agreement ("Term") shall begin on its Effective Date and shall end at 11:59 p.m. on its Expiration Date.

(b) **Effective Date.** This Agreement shall become effective and the Seller and Firm's respective rights and obligations under this Agreement shall commence ("Effective Date") as follows (*check appropriate box*):

- The Effective Date shall be the date that this Agreement has been signed by both Seller and Firm
- The Property is currently listed for sale exclusively with another real estate firm. Seller represents that the current listing agreement expires on \_\_\_\_\_. The Effective Date of this Agreement shall commence immediately upon the expiration of the current listing agreement. (**NOTE:** According to Article 16 of the REALTORS® Code of Ethics: "REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients.")

(c) **Expiration Date.** This Agreement shall terminate at 11:59 p.m. on July 31, 2023 ("Expiration Date").

**2. PROPERTY.** The Property that is the subject of this Agreement 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 3 and 4 below.

Street Address: 84 Lahinch Dr.  
City: Fuquay Varina Zip 27526  
County: Harnett, North Carolina

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



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North Carolina Association of REALTORS®, Inc.



STANDARD FORM 101  
Revised 7/2022  
© 7/2022

Individual agent initials TSS Seller initials EB EB

Legal Description: (Complete ALL applicable)

- Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_
- The PIN/PID or other identification number of the Property is: **0653-34-6766.000**
- Other description: **LOT#127 AVERY POND S/D PH IIII MAP#2019-417**

Some or all of the Property may be described in Deed Book **3878** at Page **0312**

**NOTE: THE FOLLOWING PARAGRAPHS 3 AND 4 ARE PART OF THE OFFER TO PURCHASE AND CONTRACT (FORM 2-T), A FORM WHICH IS COMMONLY USED TO PUT RESIDENTIAL REAL ESTATE UNDER CONTRACT IN NORTH CAROLINA. TO MINIMIZE THE POTENTIAL FOR DISPUTES WITH A BUYER, IT IS HIGHLY RECOMMENDED THAT SELLER AND THE INDIVIDUAL AGENT WHO SIGNS THIS AGREEMENT DISCUSS IN DETAIL AND DESCRIBE IN WRITING IN PARAGRAPHS 3 AND 4 WHAT ITEMS SELLER IS WILLING TO CONVEY AS A PART OF ANY SALE OF THE PROPERTY, WHAT ITEMS THE SELLER WOULD LIKE TO EXCLUDE FROM ANY SALE, AND WHAT ITEMS ARE LOCATED ON THE PROPERTY THAT SELLER MAY NOT OWN.**

### 3. FIXTURES AND EXCLUSIONS:

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF A SALES CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED IN OR EXCLUDED FROM THE SALE.**

**(a) Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPH (d) OR (e).

**(b) Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price, free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation
- systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

**(c) Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE:** ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

**(d) Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

**Solar Panels**

In addition, any leased fuel tank identified in paragraph 12(n) shall not convey.

**(e) Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): **none**

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

4. **PERSONAL PROPERTY.** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at no value at Closing: **none**

**NOTE:** ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

5. **HOME WARRANTY.** Seller  agrees  does not agree to obtain and pay for at settlement a one year home warranty for the Property at a cost not to exceed \$ \_\_\_\_\_. If Seller agrees to obtain and pay for a home warranty at any time, Firm hereby discloses that a fee of \_\_\_\_\_ will be offered to Firm by the person or entity through or from which any home warranty is obtained as compensation to Firm for its assistance in obtaining the home warranty, and Seller hereby consents to Firm's receipt of such fee.

6. **LISTING PRICE.** Seller lists the Property at a price of \$ **339,000.00** on the following terms:  
 Cash  FHA  VA  USDA  Conventional  Loan Assumption  Seller Financing  Other \_\_\_\_\_  
Seller agrees to sell the Property for the Listing Price or for any other price or on any other terms acceptable to Seller.

7. **FIRM'S COMPENSATION.**

(a) **Fee.** Seller agrees to pay Firm a total fee of **5.000** % of the gross sales price of the Property, OR

("Fee"), which shall include the amount of any compensation paid by Firm as set forth in paragraph 8 below to any other real estate firm, including individual agents and sole proprietors ("Cooperating Real Estate Firm").

(b) **Fee Earned.** The Fee shall be deemed earned under any of the following circumstances:

(i) If a ready, willing and able buyer is procured by Firm, a Cooperating Real Estate Firm, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;

(ii) If the Property is sold, optioned, exchanged, conveyed or transferred, or the Seller agrees, during the Term of this Agreement or any renewal hereof, to sell, option, exchange, convey or transfer the Property at any price and upon any terms whatsoever; or

(iii) If the circumstances set out in (i) or (ii) above have not occurred, and if, within **0** days after the Expiration Date ("Protection Period"), Seller either directly or indirectly sells, options, exchanges, conveys or transfers, or agrees to sell, option, exchange, convey or transfer the Property upon any terms whatsoever, to any person with whom Seller, Firm, or any Cooperating Real Estate Firm communicated regarding the Property during the Term of this Agreement or any renewal hereof, provided the names of such persons are delivered or postmarked to the Seller within 15 days after the Expiration Date. HOWEVER, Seller shall NOT be obligated to pay the Fee if a valid listing agreement is entered into between Seller and another real estate broker and the Property is subsequently sold, optioned, exchanged, conveyed or transferred during the Protection Period.

(c) **Fee Due and Payable.** Once earned as set forth above, the Fee will be due and payable at the earlier of:

(i) Distribution of proceeds from sale of the Property by the closing attorney;

(ii) The Seller's failure to sell the Property (including but not limited to the Seller's refusal to sign an offer to purchase the Property at the price and terms stated herein or on other terms acceptable to the Seller, the Seller's default on an executed sales contract for the Property, or the Seller's agreement with a buyer to unreasonably modify or cancel an executed sales contract for the Property); or

(iii) Seller's breach of this Agreement.

(d) **Transfer of Interest in Business Entity.** If Seller is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

(e) **Additional Compensation.** If additional compensation, incentive, bonus, rebate and/or other valuable consideration ("Additional Compensation") is offered to the Firm from any other party or person in connection with a sale of the Property, Seller will permit Firm to receive it in addition to the Fee. Firm shall timely disclose the promise or expectation of receiving any such Additional Compensation and confirm the disclosure in writing before Seller makes or accepts an offer to sell. (**NOTE:** NCAR Form #770 may be used to confirm the disclosure of any such Additional Compensation).

8. **COOPERATION WITH/COMPENSATION TO OTHER FIRMS.** Firm has advised Seller of Firm's company policies regarding cooperation and the amount(s) of any compensation that will be offered to other brokers, including but not limited to, seller subagents, buyer agents or both, brokers who do or do not participate in a listing service and brokers who are or are not REALTORS®. Seller authorizes Firm to (*Check ALL applicable authorizations*):

Cooperate with subagents representing the Seller and offer them the following compensation: \_\_\_\_\_ % of the gross sales price or \$ \_\_\_\_\_; and/or,

Cooperate with buyer agents representing the buyer and offer them the following compensation: 2.400 % of the gross sales price or \$ \_\_\_\_\_; and/or,

Cooperate with and compensate other Cooperating Real Estate Firms according to the Firm's attached policy.

Firm will promptly notify Seller if compensation offered to a Cooperating Real Estate Firm is different from that set forth above. Agents with Cooperating Real Estate Firms must orally disclose the nature of their relationship with a buyer (subagent or buyer agent) to Firm at the time of initial contact with Firm, and confirm that relationship in writing no later than the time an offer to purchase is submitted for the Seller's consideration. Seller should be careful about disclosing confidential information because agents representing buyers must disclose all relevant information to their clients.

#### 9. FIRM'S DUTIES.

**NOTE:** In accordance with the REALTORS® Code of Ethics, Firm shall, with Seller's approval, in response to inquiries from buyers or Cooperating Real Estate Firms, disclose the existence of offers on the Property. Where Seller authorizes disclosure, Firm shall also disclose whether offers were obtained by the individual agent who signs this Agreement, another agent of the Firm, or by a Cooperating Real Estate Firm.

(a) **Best efforts to find buyer.** Firm agrees to provide Seller the benefit of Firm's knowledge, experience and advice in the marketing and sale of the Property. Seller understands that Firm makes no representation or guarantee as to the sale of the Property, but Firm agrees to use its best efforts in good faith to find a buyer who is ready, willing and able to purchase the property.

(b) **Disclosure of material terms of offer:** Seller acknowledges that real estate brokers are prohibited by N.C. Real Estate Commission rule from disclosing the price or other material terms contained in a party's offer to purchase, sell, lease, rent or option real property to a competing party without the express authority of the party making the offer.

(c) **Disclosure of material facts.** Seller acknowledges that Firm is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the Firm knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly.

(d) **Other professional services.** Seller further acknowledges that Firm is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Seller, including but not limited to an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor. Although Firm may provide Seller the names of providers who claim to perform such services, Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Seller also agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Seller's selection and use of any such provider or Seller's election not to have one or more of such services performed.

(e) **Providing agreement to listing service.** Seller acknowledges that the rules of any listing service of which Firm is a member or in which any of Firm's agents participate may obligate Firm to provide a copy of this Agreement to any such listing service at its request, and Seller consents to Firm providing a copy of this Agreement in the event of any such request.

THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

WARNING: Buyer Letters to Seller. To entice a seller to choose their offer, some buyers write personal letters to sellers expressing why they wish to purchase the seller's property. Such letters often contain personal information and reveal characteristics of the buyer which could be used, knowingly or through unconscious bias, as a basis for the seller's decision to accept or reject an offer that may violate State and Federal Fair Housing laws, or used to form the basis for a claim that the seller, and possibly the seller's agent, have violated Fair Housing laws. In order to avoid potential liability for unlawful discrimination as well as the appearance of impropriety, Seller should discuss with Firm how any such letters that may be submitted will be handled.

EB EB (initial) Seller acknowledges that Seller has been made aware of each Firm duty described above in this paragraph.

10. **MARKETING.**

(a) **Commencement of Marketing.** The Firm is authorized to commence marketing the Property as described below on \_\_\_\_\_ ("Marketing Date"). Firm is obligated to present to Seller any offers on the Property that may be submitted to Firm prior to the Marketing Date.

NOTE: IT IS IN THE BEST INTEREST OF MOST SELLERS TO GET THE HIGHEST POSSIBLE PRICE ON THE BEST TERMS FOR THEIR PROPERTY, AND MAXIMIZING EXPOSURE OF THEIR PROPERTY ADVANCES THAT INTEREST. ACCEPTING AN OFFER ON THE PROPERTY BEFORE IT IS FULLY EXPOSED TO THE WIDEST GROUP OF POTENTIAL BUYERS MAY DENY SELLER THE BEST OPPORTUNITY TO ATTRACT OFFERS AT THE HIGHEST PRICE AND BEST TERMS.

(b) **Marketing Authorization.** (Initial "Public Marketing" OR "Office Exclusive" but NOT both):

EB EB **Public Marketing**

Firm shall submit pertinent information concerning the Property to any listing service of which Firm is a member, or in which any of Firm's agents participate, in accordance with the rules of any such listing service. Seller authorizes Firm (i) to furnish to the listing service notice of all changes of information concerning the Property authorized in writing by Seller, (ii) upon execution of a sales contract for the Property, to notify the listing service of the pending sale and the expiration date of any due diligence period, and (iii) upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.

**Seller authorizes Firm as follows (Check ALL applicable sections):**

- "Coming Soon" Advertising.** To market the Property as "Coming Soon," commencing on the Marketing Date, in any media Firm may in its discretion select, provided that any "Coming Soon" advertising shall be conducted in accordance with any restrictions and requirements of any listing service in which the Property will be included, a copy of which  are  are not attached to this Agreement. The status of the listing shall be changed to "active" on \_\_\_\_\_.
- Signs.** To place "For Sale," "Under Contract," "Sale Pending," or other similar signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- Open Houses.** To conduct open houses of the Property at such times as Seller and Firm may subsequently agree.
- Advertising Other Than On The Internet.** To advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- Internet Advertising.** To display information about the Property on the Internet either directly or through a program of any listing service of which the Firm is a member or in which any of Firm's agents participate. Seller further authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service rules and regulations, and also authorizes any listing service of which the Firm is a member or in which any of Firm's agents participate to use, license or sell to others information about the Property entered into the listing service. Seller specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If seller desires to limit or prohibit Internet advertising as set forth above, seller must complete an opt-out form in accordance with listing service rules.

**NOTE:** NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.

### Office Exclusive

Seller withholds consent for the listing to be publicly marketed, including social media, and disseminated to other participants of any listing service of which Firm is a member, or in which any of Firm's agents participate. Seller understands and acknowledges that: (i) the rules of any such listing service may require that the listing be filed with the listing service or that the listing service be notified of the listing, but that the listing will not be disseminated to the listing service's participants; and (ii) the listing service may require Firm to provide a certification signed by Seller that the listing shall not be disseminated by the listing service.

Firm is prohibited from marketing the Property publicly, including any of the methods listed in paragraph 10(b) above. If, at a later date, the Property shall be marketed publicly, this Agreement must be amended accordingly. NCR Standard Form 710 may be used for such purpose.

**NOTE:** THE LISTING MUST BE SUBMITTED TO THE LISTING SERVICE AND DISSEMINATED TO ITS PARTICIPANTS WITHIN ONE (1) BUSINESS DAY OF ANY PUBLIC MARKETING OF THE PROPERTY IF REQUIRED BY LISTING SERVICE RULES. PUBLIC MARKETING INCLUDES, BUT IS NOT LIMITED TO, FLYERS DISPLAYED IN WINDOWS, YARD SIGNS, DIGITAL MARKETING ON PUBLIC FACING WEBSITES, BROKERAGE WEBSITE DISPLAYS (INCLUDING IDX AND VOW), DIGITAL COMMUNICATIONS MARKETING (EMAIL BLASTS), MULTI-BROKERAGE LISTING SHARING NETWORKS, AND APPLICATIONS AVAILABLE TO THE GENERAL PUBLIC.

(c) **Lock/Key Boxes.** The Seller  does  does not authorize Firm to place lock/key boxes on the Property.

(d) **Seller Acknowledgement.** Seller acknowledges and understands that while the marketing services selected above will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

- (i) unauthorized use of a lock/key box,
- (ii) control of visitors during or after a showing or an open house, including the taking and use of photographs and videos of the Property
- (iii) inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates, and
- (iv) information about the Property placed on the Internet by or through any listing service in which the Firm participates which is inaccurate or dated, or information about the Property which may remain on the Internet following the Expiration Date, including but not limited to photographs.

Seller acknowledges and understands that neither Firm nor its agents have control over information about the Property that has been placed on the Internet in connection with the marketing of the Property, whether by or through a listing service or otherwise, including but not limited to photographs, and that any such information will not be removed.

Seller agrees that Seller is solely responsible for securing all Seller valuables (cash, jewelry, firearms, etc.), medications, tools, and other items of personal property during the Term of this Agreement.

Seller therefore agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

**WARNING:** IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION. If there is a video/audio/surveillance device(s) on the Property, Seller is advised: (i) that no audio surveillance device may be turned on during any showings, open houses, investigations, examinations or inspections of the Property; and (ii) that the placement of any video surveillance device should not violate a visitor's reasonable expectation of privacy.



11. **EARNEST MONEY.** Firm  does  does not maintain a trust account to hold earnest money deposits. Any initial and additional earnest money deposits and any other earnest monies paid in connection with any transaction shall be held by an escrow agent named in the sales contract until the consummation or termination of the transaction. Any earnest money forfeited by reason of the buyer's default under a sales contract shall be divided equally between the Firm and Seller. In no event shall the sum paid to the Firm because of a buyer's default be in excess of the fee that would have been due if the sale had closed as contemplated in the sales contract. In accordance with NC General Statutes Section 93A-12, if a dispute regarding the return or forfeiture of any earnest money deposit arises between Seller and the buyer, the escrow agent holding the deposit may deposit the disputed monies with the appropriate Clerk of Court following written notice to the parties. In the event of any such dispute, Seller directs Firm to disclose Seller's last known mailing address to the escrow agent upon request to enable the escrow agent to comply with the notice requirement of such law.

12. **SELLER REPRESENTATIONS.**

(a) **Ownership.** Seller:

- has owned the Property for at least one year
- has owned the Property for less than one year
- does not yet own the Property

If Seller does not yet own the Property, Seller agrees to promptly provide Firm information pertaining to Seller's acquisition of the Property, such as a copy of a sales contract or option for the Property, and to keep Firm timely informed of all developments pertaining to Seller's acquisition of the Property.

(b) **Bankruptcy.** Seller:

- (1)  is  is not under bankruptcy protection under United States law.
- (2)  is  is not contemplating seeking bankruptcy protection during the term of this Agreement.

(c) **Access.** The Property has legal access to a public right of way. If access is by private road/easement/other, there  is  is not an agreement regarding the maintenance of such private road/easement/other means of access. If applicable, Seller agrees to promptly provide Firm information pertaining to any such agreement.

(d) **Manufactured (Mobile) Home.** Complete ONLY if there is a manufactured (mobile) home(s) on the Property that Seller intends to include as a part of the sale of the Property: VIN(s): n/a or  VIN(s) unknown. Other description (year, model, etc.): \_\_\_\_\_

(e) **Owners' Association.** (Complete ONLY if the Property is subject to regulation and/or assessment by an owners' association.)

(i) The name, address and telephone number of the president of the owners' association or the association manager is:

Kohn-Ell Assoc. Mgmt Serv

Owners' association website address, if any: \_\_\_\_\_

The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(f) **Receipt of Sample Forms.**

- Seller acknowledges receipt of a sample copy of an Offer to Purchase And Contract (form 2-T) or Offer to Purchase and Contract-New Construction (form 800-T), as may be appropriate for review purposes.
- Seller acknowledges receipt of a sample copy of a Professional Services Disclosure and Election form (form #760) for review purposes.

Each of the following representations is made *to the best of Seller's knowledge*:

(g) **Flood Hazard Disclosure/Insurance.** The Property  is  is not located partly or entirely within a designated Special Flood Hazard Area. The Seller  does  does not currently maintain flood hazard insurance on the Property.

(h) **Synthetic Stucco.** The Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system," commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows: \_\_\_\_\_

(i) **Termite Bond.** There  is  is not a termite bond on the Property. If there is a termite bond, it  is  is not transferable. If transferable, the transfer cost is \$ \_\_\_\_\_, and the bonding company is: \_\_\_\_\_

(j) **Current Liens**

The Property  is  is not encumbered by a deed of trust or mortgage. Complete any of the following where applicable:

(i) There is a first deed of trust or mortgage on the Property securing a loan held by:

Lender Name: \_\_\_\_\_

Approximate balance: \$ \_\_\_\_\_ Lender Phone #: \_\_\_\_\_

Lender Address: \_\_\_\_\_

(ii) There is a second deed of trust or mortgage on the Property securing a loan held by:

Lender Name: \_\_\_\_\_  
Approximate balance: \$ \_\_\_\_\_ Lender Phone #: \_\_\_\_\_  
Lender Address: \_\_\_\_\_

(iii) There is a deed of trust or mortgage on the Property securing an equity line of credit held by:

Lender Name: \_\_\_\_\_  
Approximate balance: \$ \_\_\_\_\_ Lender Phone #: \_\_\_\_\_  
Lender Address: \_\_\_\_\_

(2) Seller is current on all payments for the loans identified in numbered items (i), (ii) and (iii) above except as specified in (7) below.

(3) Seller is not in default on any loan identified in numbered items (i), (ii) and (iii) above and has not received any notice(s) from the holder of any loan identified in numbered items (i), (ii) and (iii) above or from any other lien holder of any kind, regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure except as specified in (7) below.

(4) There are not any liens secured against the Property for Federal, State or local income taxes, unpaid real property taxes, unpaid condominium or homeowners' association fees, mechanics', laborers' or materialmen's liens, or other liens affecting the Property, and Seller has no knowledge of any matter that might result in a lien affecting the Property except as specified in (7) below.

(5) There are not any judgments against Seller affecting the Property, and Seller has no knowledge of any matter that might result in a judgment that may potentially affect the Property except as specified in (7) below.

(6) There are not any Uniform Commercial Code (UCC) fixture filings affecting the Property, and Seller has no knowledge of any matter that might result in a UCC fixture filing affecting the Property except as specified in (7) below.

(7) Specify any information, including approximate balances, required by Seller representations (2) through (6) above:

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

**NOTE:** Outstanding liens may affect Seller's net proceeds.

(k) **Lease(s).** The Property  is  is not subject to any lease(s). If applicable:

(i) Seller agrees to promptly provide Firm a copy of any such lease(s) or a written statement of the terms of any oral lease(s);

(ii) If the Property is managed by someone other than Seller, the manager's name and contact information is as follows: \_\_\_\_\_

Seller authorizes any such manager to release and disclose to Firm any relevant information about any leases(s) and to cooperate with Firm in the sale of the Property.

(l) **FHA Appraisal.** An FHA appraisal  has  has not been performed on the Property within four months prior to the Effective Date. If applicable, Seller agrees to promptly provide Firm a copy of any such appraisal if available.

**NOTE:** Any such appraisal may or may not be binding on a buyer who intends to obtain FHA financing.

(m) **Special Assessments.** There are no Special Assessments (as defined in the sample contract form provided to Seller) regarding the Property that have been approved or are under consideration except as follows (Insert "none" or the identification of such assessments, if any): n/a

(n) **Fuel Tank/Fuel:** There  is  is not a fuel tank(s) located on the Property. If "yes" complete the following

(i) Description:

Tank 1:

Use of tank 1:  currently in use  currently NOT in use (if not in use, indicate if tank closed and method used to close tank, if known): \_\_\_\_\_

Ownership of tank 1:  owned  leased. If leased, the name and contact information of tank lessor is: \_\_\_\_\_

Location of tank 1:  above ground  below ground

Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_

Refilling schedule:  auto-refill (insert frequency): \_\_\_\_\_  other (describe): \_\_\_\_\_

Name and contact information of fuel vendor: \_\_\_\_\_

Tank 2:

Use of tank 2:  currently in use  currently NOT in use (if not in use, indicate if tank closed and method used to close tank, if known): \_\_\_\_\_

Ownership of tank 2:  owned  leased. If leased, the name and contact information of tank lessor is:

Location of tank 2:  above ground  below ground  
Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_  
Refilling schedule:  auto-refill (insert frequency): \_\_\_\_\_  other (describe): \_\_\_\_\_  
Name and contact information of fuel vendor: \_\_\_\_\_

(ii) Tank(s) included in sale: Any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 3(e) above.

(iii) Fuel: Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

**NOTE:** Seller is advised to consult with Seller's fuel provider to discuss the manner in which any fuel tank(s) will be refilled between the date of a contract on the Property and closing on the Property, including discontinuation of any periodic refilling.

**NOTE:** Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) of the Offer to Purchase and Contract (Form 2-T) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

If, during the term of this Agreement, Seller becomes aware that any of the representations set forth in this paragraph 12 are incorrect or no longer accurate, Seller shall promptly notify Firm and cooperate with Firm in taking appropriate corrective action.

13. **SELLER'S DUTIES.** Seller agrees to cooperate with Firm in the marketing and sale of the Property, including but not limited to:

- (a) providing to Firm, in a timely manner, accurate information including but not limited to the following:
  - (i) Residential Property and Owner's Association Disclosure Statement (unless exempt);
  - (ii) Mineral and Oil and Gas Rights Mandatory Disclosure Statement (unless exempt); and
  - (iii) Lead-Based Paint or Lead-Based Paint Hazard Addendum with respect to any residential dwelling built prior to 1978.

(b) making the Property available for showing (including working, existing utilities) at reasonable times and upon reasonable notice;

(c) providing Firm as soon as reasonably possible after the execution of this Agreement copies of the following documents (where relevant) in the possession of Seller:

- (1) restrictive covenants affecting the Property;
- (2) bylaws, articles of incorporation, rules and regulations, and other governing documents of the owners' association and/or the subdivision;
- (3) owners' association's statement of account, master insurance policy showing coverage provided and deductible amount, current financial statement and budget of the owners' association, parking restrictions and information, and architectural guidelines;
- (4) 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 Firm, (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 Firm, and (3) the owners' association manager (or other authorized representative) to release and disclose copies of all documents referenced in subparagraphs (c)(1), (c)(2), and (c)(3) above. Seller acknowledges and understands that Firm is under no obligation to acquire any of the information referenced in this subparagraph (c) or to verify the accuracy of any such information that may be provided to Firm.

(d) immediately referring to Firm all inquiries or offers it may receive regarding the Property; showing the Property only by appointment made by or through Firm; and conducting all negotiations through Firm.

(e) executing and delivering at settlement a GENERAL WARRANTY DEED conveying fee simple marketable title to the Property, including legal access to a public right of way, free of all encumbrances except ad valorem taxes for the current year, utility easements, rights-of-way, and unviolated restrictive covenants, if any, and those encumbrances that the buyer agrees to assume in the sales contract.

Seller represents that the Seller has the right to convey the Property, and that there are currently no circumstances that would prohibit the Seller from conveying fee simple marketable title as set forth in the preceding sentence, except as follows (insert N/A if not applicable): n/a

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching NCAR form 104 as an addendum to this Agreement.

(f) providing Firm, in a timely manner, any information necessary (including any information omitted under Paragraph 12) to enable Firm to prepare an estimate of Seller's net proceeds at settlement. Seller acknowledges and understands that any such estimate is an approximation only and that Seller should verify the accuracy of the calculations.

(g) if required by N.C.G.S. §44A-11.1, timely designating a Lien Agent, and providing Firm as soon as reasonably possible a copy of the appointment of Lien Agent.

14. **HOME INSPECTION:** Seller is advised to obtain a home inspection for the purpose of evaluating the condition of the Property in order to enhance its marketability and to help reduce concerns of prospective buyers. Seller  agrees  does not agree to obtain and pay for a home inspection by a licensed NC Home Inspector within \_\_\_\_\_ days after the execution of this agreement.

15. **PHOTOGRAPHS AND OTHER MATERIALS:** Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a non-exclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless for any and all claims resulting from use of the Seller Materials under the terms of this license.

16. **ADDITIONAL TERMS AND CONDITIONS.** The following additional terms and conditions shall also be a part of this Agreement: None

17. **DUAL AGENCY.** Seller understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) **Disclosure of Information.** In the event Firm serves as a dual agent, Seller agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(b) **Firm's Role as Dual Agent.** If Firm serves as agent for both Seller and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Seller and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and buyer. Seller understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Seller's exclusive agent;
- (2) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts.

Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

**(c) Seller's Role.** Should Firm become a dual agent, Seller understands and acknowledges that:

- (1) Seller has the responsibility of making Seller's own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;
- (2) Seller is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller shall have a duty to protect Seller's own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Seller wants included in said agreement.

**(d) Designated Dual Agency.** When a real estate firm represents both the buyer and seller in the same real estate transaction, the firm may, in its discretion, offer designated dual agency. If offered, designated dual agency permits the firm, with the prior express approval of both the buyer and seller, to designate one or more agents to represent only the interests of the seller and a different agent(s) to represent only the interests of the buyer, unless prohibited by law.

**NOTE:** An individual agent may not be designated to represent a party in a transaction if that agent has received confidential information concerning the other party in connection with the transaction.

**(e) Authorization/Direction** (*initial either Dual Agency or Exclusive Representation*).

EB EB Dual Agency. Seller authorizes the Firm to act as a dual agent, representing both the Seller and the buyer, subject to the terms and conditions set forth in Paragraph 17.

Seller  DOES  DOES NOT authorize the same individual agent to represent both the Seller and the buyer in a transaction.

                     (*also initial if Firm offers designated dual agency and Seller authorizes designated dual agency*)  
Designated Dual Agency. In addition to authorizing Firm to act as a dual agent, Seller authorizes and directs Firm to designate an individual agent(s) to represent the Seller and a different individual agent(s) to represent the buyer. Firm will practice designated dual agency unless: (i) designated agency would not be permitted by law due to circumstances existing at the time of the transaction, or (ii) Seller authorizes Firm in writing to remain in dual agency only.

OR

                     Exclusive Representation. Seller desires exclusive representation at all times during this agreement and does NOT authorize dual agency.

**18. TERMINATION/BREACH/MEDIATION/ATTORNEYS' FEES.**

**(a) Termination.** Seller acknowledges and understands that this Agreement constitutes a binding, exclusive contract between Seller and Firm for the entire Term stated above. Seller's withdrawal from the fiduciary relationship existing between Seller and Firm prior to the Expiration Date of this Agreement, or Seller's execution of a listing agreement with another firm that becomes effective during the Term of this Agreement, would be a material breach of this Agreement unless it has been terminated in writing by mutual consent of Seller and Firm or for legally-sufficient cause, and any subsequent sale of the Property during the Term may entitle Firm to the Fee described in paragraph 7(a).

**(b) Breach.** If Seller is in material breach of this Agreement, Firm will be entitled to pursue all remedies available to Firm for such breach, including but not limited to recovery of the Fee described in paragraph 7(a). This provision is in addition to Firm's right to the Fee if Seller breaches this Agreement after the Fee has been earned in accordance with paragraph 7(b). If Firm is in material breach of this Agreement, Seller will be entitled to pursue all remedies available to Seller for such breach.

**(c) Mediation.** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

**(d) Attorneys' Fees.** If legal proceedings are brought by Firm or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

19. WIRE FRAUD WARNING.

IF SELLER'S PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT SELLER PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF SELLER IS UNABLE TO ATTEND CLOSING, SELLER MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR SELLER BY THE CLOSING ATTORNEY. AT A MINIMUM, SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO SELLER INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT SELLER'S CONTACT IS LEGITIMATE, SELLER SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, SELLER'S REAL ESTATE AGENT OR ANYONE ELSE.

Seller acknowledges and understands that there are risks associated with wire transfers that are not within the reasonable control of Firm, and Seller hereby agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by gross negligence of Firm or Firm's agents arising directly or indirectly out of any wire transfer Seller sends or receives/was to receive in connection with any real estate transaction in which Firm represents Seller.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Individual agent initials †SS Seller initials EB EB

20. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between Seller and Firm and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. All changes, additions, or deletions to this Agreement must be in writing and signed by both Seller and Firm.

**NOTE:** The North Carolina Real Estate Commission publishes a series of Q&A brochures that address common questions on a variety of topics relating to real estate transactions, including offer and acceptance, earnest money deposits, home inspections, and real estate closings. They are available free of charge on the Commission's website at [www.ncrec.gov](http://www.ncrec.gov).

**Seller and Firm each acknowledge receipt of a signed copy of this Agreement.**

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.

Seller: Errol Barrett Errol Barrett 3/23/2023  
Print Name Signature Date  
Contact Information: Home Work (910)574-6011 kerri\_wray@yahoo.com  
Cell Email

Mailing Address: \_\_\_\_\_

Seller: Kerri Barrett [Signature] 3/24/2023  
Print Name Signature Date  
Contact Information: Home Work (910)495-4683 kerri\_wray@yahoo.com  
Cell Email

Mailing Address: \_\_\_\_\_

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name

Contact Information: Home Work Cell Email

Mailing Address: \_\_\_\_\_

Firm: Ann Milton Realty C29099 Phone: (910)890-1578  
Print Real Estate Firm Name Firm License Number

Office Address: 30 W. Front St., Lillington, NC 27546

By: Thomas Scotty Scarborough 181266 3/24/2023  
Individual Agent Signature Individual License Number Date  
**Thomas Scotty Scarborough**

Agent Phone: (910)890-1578 Fax: \_\_\_\_\_ Email: olivia@annmilton.com

HARNETT COUNTY TAX ID #  
08065401 0090 17

For Registration Kimberly S. Hargrove  
Register of Deeds  
Harnett County, NC  
Electronically Recorded  
2020 Oct 07 10:56 AM NC Rev Stamp: \$ 474.00  
Book: 3878 Page: 312 - 314 Fee: \$ 26.00  
Instrument Number: 2020018143

10-07-2020 BY: SB

**NORTH CAROLINA  
GENERAL WARRANTY DEED**

**Excise Tax: \$474.00**

**Recording Time, Book and Page**

**Brief ID. Lot 127 Avery Pond, Ph. IIIID Parcel ID: 0653-34-6766.000**

Mail after recording to: McDonnell & Associates, PA 2442 Devine Street, Columbia, SC 29205  
This instrument prepared by: John E. Mace, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. NC-20411548

THIS DEED made this 5th day of October, 2020 by and between

**GRANTOR**

**LGI Homes-NC, LLC a North Carolina limited liability company  
1450 Lake Robbins Drive, Suite 430, The Woodlands, TX 77380**

**GRANTEE**

**Kerri Barrett and Errol Barrett  
84 Lahinch Drive, Fuquay Varina, NC 27526**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land in Harnett County, North Carolina and more particularly described as follows:

See Attached "Exhibit A"



Being the same property conveyed to LGI Homes-NC, LLC a North Carolina limited liability company by deed of Little Cross, LLC a North Carolina limited liability company dated December 9, 2019 and recorded December 13, 2019 in Book 3765 at Page 189 in the Office of the Register of Deeds for Harnett County, NC.

A map showing the above described property is recorded in **Map Number 2019, Pages 417-419** and referenced within this instrument.

The above described property  does  does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.**

**LGI Homes-NC, LLC a North Carolina limited liability company**

*Anthony Salley*

**Signers Name:** Anthony Salley

**Signers Title:** Sales Manager

NORTH CAROLINA, Harnett COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Anthony Salley as Sales Manager for LGI Homes-NC, LLC a North Carolina limited liability company. Witness my hand and official stamp of seal, this the 5<sup>th</sup> day of October, 2020.

My Commission Expires: 10-31-2023

*Daniel Dziuban*  
Notary Public

Print Notary Name: Daniel Dziuban

DANIEL R. DZIUBAN  
Notary Public, North Carolina  
Durham County  
My Commission Expires  
10-31-2023

20070-1-014

Exhibit A

Being all of Lot 127, Avery Pond Subdivision Phase IIID, as set out and shown on plat of survey recorded in Map Number 2019, Pages 417-419, in the office of the Harnett County Register of Deeds, reference to which is hereby made for a more complete and accurate description.

Parcel ID: 0653-34-6766.000

Commonly Known As: 84 Lahinch Drive, Fuquay Varina, NC 27526

**PUBLIC PLAT DECLARATION**

All maps in this subdivision are hereby declared public. The maintenance of all streets and easements in this subdivision shall be the responsibility of the State of North Carolina. The State shall be held harmless by the County for any and all claims, damages, or liabilities that may be incurred by the County or any third party as a result of the dedication of the streets and easements in this subdivision. The County hereby certifies that the plat was prepared in accordance with the requirements of the North Carolina Department of Transportation and that the County is not liable for any claims, damages, or liabilities that may be incurred by the County or any third party as a result of the dedication of the streets and easements in this subdivision.

DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
CONSTRUCTION STANDARD CERTIFICATION

APPROVED Lee R. Hines, Jr. P.E. DISTRICT ENGINEER  
DATE NOV. 20, 2019

I hereby certify that the development depicted herein was prepared in accordance with the requirements of the North Carolina Department of Transportation and that the County is not liable for any claims, damages, or liabilities that may be incurred by the County or any third party as a result of the dedication of the streets and easements in this subdivision.

John Clark Chairman  
Development Review Board  
DATE 11-20-19

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT  
I, Cliff Williams REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP HEREON IS IN ACCORDANCE WITH THE STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 11-27-2019  
Cliff Williams REVIEW OFFICER

NORTH CAROLINA  
HARNETT COUNTY  
This Map-Plat was presented for registration and recorded in this office of Map Number 0653-34-4823-00 on the 23rd day of Nov 2019 at 11:11 o'clock P.M.  
KIMBERLY S. HARGROVE Register of Deeds  
By: Cliff Williams Register of Deeds

- NOTES:**
- NEW IRON SET AS SHOWN UNLESS OTHERWISE NOTED.
  - ALL IRON SETS SHALL BE CONFORMED TO THE REQUIREMENTS OF THE DEPARTMENT OF TRANSPORTATION, CAROLINA.
  - ALL DRAINAGE EASEMENTS CROSSING PRIVATE PROPERTY SHALL BE CONFORMED TO THE REQUIREMENTS OF THE DEPARTMENT OF TRANSPORTATION, CAROLINA.
  - PUBLIC UTILITIES, FIRE HYDRANTS AND STREET LIGHTS ARE INSTALLED IN ACCORDANCE TO HARNETT COUNTY UNIFIED DEVELOPMENT ORDINANCE.

**Certificate of Improved Maintenance**

I, the undersigned, do hereby certify that the property shown and described herein and that of the adjacent property owners and upstrewn of all the streets and other required improvements in LITTLE CROSS LLC until such time that they are accepted for maintenance by North Carolina Department of Transportation or other appropriate state public or private utilities.

**CERTIFICATION OF OWNERSHIP, DEDICATION AND JURISDICTION**

I, the undersigned, do hereby certify that I am the owner(s) of the property shown and described herein and that I am the duly authorized agent of the subdivision with my (our) name and address on all streets, alleys, walks, parks and other sites and easements to public or private use as noted, and that I have obtained all necessary approvals from the appropriate regulatory jurisdiction of Harnett County.

DATE 11/19/19 Hugh DeLoe owner/agent

**STORM WATER CERTIFICATION**

I certify that the stormwater management facilities shown on this plat conform to the standards in the rules, regulations, design standards and the design plan approved by the State of North Carolina and the Harnett County Professional Engineer and erosion control plan.

Cliff Williams Consulting Engineer  
SEAL 028909  
11/19/19  
C. TRAVIS CLAYTON, REGISTERED PROFESSIONAL ENGINEER, STATE OF NORTH CAROLINA

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

ALL DRAINAGE EASEMENTS SHALL BE DEDICATED AS PUBLIC AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN THE DRAINAGE EASEMENTS AND TO TAKE ALL NECESSARY STEPS TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM AND INSURE POSITIVE DRAINAGE.



- LEGEND**
- UNIMPROVED
  - EXISTING IRON PIPE
  - EXISTING CONCRETE MONUMENT
  - EXISTING IRON STAKE
  - EXISTING P.N.M. STAKE
  - EXISTING P.N.M. STAKE
  - NEW IRON STAKE
  - NEW IRON PIPE
  - P.N.M. SET
  - NEW IRON PIPE
  - NEW IRON STAKE
  - NEW IRON STAKE
  - EXISTING MAGNETIC NAIL
  - NEW MAGNETIC NAIL
  - NEW COTTON SWAGGLE
  - NEW COTTON SWAGGLE
  - CENTER LINE (N/4) (NOW OR FORMALLY)
  - CENTER LINE (N/4) (NOW OR FORMALLY)
  - CALCULATED POINT
  - CALCULATED POINT
  - DRAINAGE EASEMENT R/W---RIGHT OF WAY
  - EXISTING AC---ACRES

NORTH CAROLINA HARNETT COUNTY  
I, Mickey R. Bennett, PLS do certify that this plat was drawn under my supervision and that the information contained hereon is true and correct. I am a duly licensed and qualified professional engineer in the State of North Carolina. SEE PAGE BEHIND FOR THE RATIO OF PRECISION AS CALCULATED IS 1:10000. THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF TRANSPORTATION, CAROLINA. MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19TH DAY OF NOVEMBER, A.D. 2019.

Mickey R. Bennett  
MICKEY R. BENNETT  
L - 1514



FOR REGISTRATION  
REGISTERED PROFESSIONAL ENGINEER  
2019 NOV 27 02:16:25 PM  
EXPIRES 11/27/2022  
INSTRUMENT # 2019017081  
COLLINTON



DEED REFERENCE  
DEED BOOK 3659, PAGE 801  
MAP REFERENCE  
PLAT BOOK 2018, PAGE 20

COVER SHEET  
**AVERY POND SUBDIVISION  
PHASE IIID**

TRACT DATA PHASE IIID  
OWNER: LITTLE CROSS LLC  
8625 MT. PLEASANT ROAD  
WILLOW SPRINGS, NC 27592  
PH. 919-552-7075  
ACRES 36.2 55 LOTS ZONED RA-30

LAND USE EMPLOYMENT MIXED USE

SUBDIVISION DEVELOPED UNDER COMPATIBILITY DESIGN CONCEPT OPEN SPACE WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION TOTAL OPEN SPACE 10.01 AC., 13% OF TOTAL AREA  
MAXIMUM IMPERVIOUS AREA PER LOT 2850 SQ.FT.

SITE DOES NOT LIE IN FLOOD HAZARD AREA,  
FEMA PANEL 3720064200J  
THERE SHALL BE NO ENCROACHMENTS INTO WETLANDS

STREETSCAPE BUFFER SHALL BE MAINTAINED BY HOMEOWNERS ASSOCIATION  
PIN 0653-34-4823.000  
PID 080654 0090 03  
ADDITIONAL ROADS

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY.

AVERY POND DR. (50' PUBLIC AND UTILITY EASEMENT) - 2050'  
WATERVILLE WAY (50' PUBLIC AND UTILITY EASEMENT) - 422'  
DOONBEG DRIVE (50' PUBLIC AND UTILITY EASEMENT) - 382'  
LAHINCH DRIVE (50' PUBLIC AND UTILITY EASEMENT) - 653'

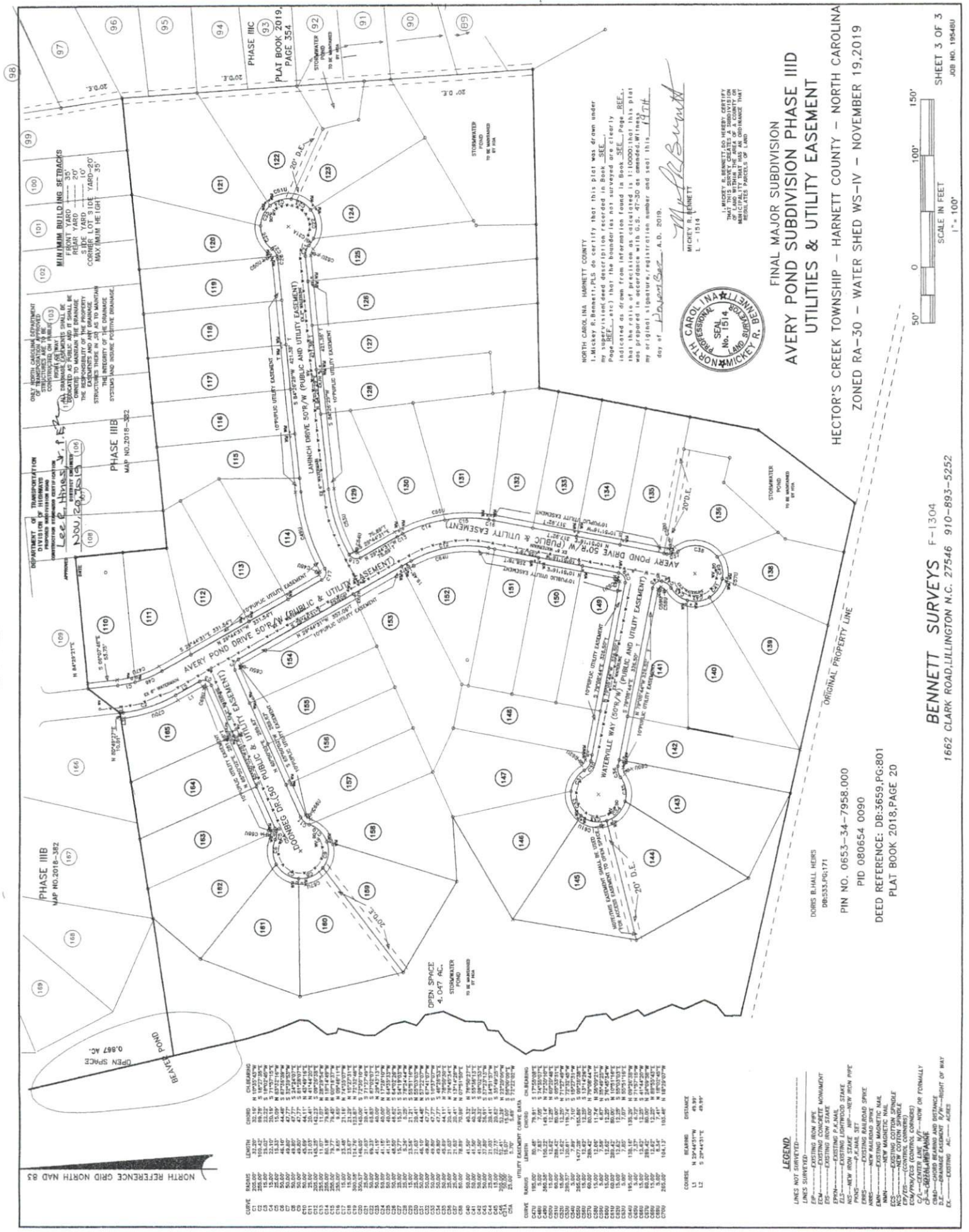
SHEET 1 OF 3

THIS SHEET SHALL BE USED IN CONJUNCTION WITH SHEETS 2 & 3

FINAL MAJOR SUBDIVISION

SURVEY FOR: <b>AVERY POND SUBDIVISION PHASE IIID</b>		COUNTY HARNETT		FIELD BOOK	
TOWNSHIP HECTORS CREEK	SECTION 0	100'	SURVEYED BY: RVB	BENNETT SURVEYS F-1304	
STATE: NORTH CAROLINA	DATE: NOVEMBER 19, 2019	SCALE: 1" = 100'	DRAWN BY: MRB	1662 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-8252	
ZONED RA-30	WATERSHED DISTRICT WS-IV	PIN # 080654 0090 03	CHECKED & CLOSURE BY: MRB	DRAWING NO. 19548C	





ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED CONSTRUCTION ON PUBLIC HIGHWAYS (103) IS PERMITTED. ALL OTHERS SHALL BE INDICATED AS PRIVATE AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND ANY DRAINAGE STRUCTURES THEREIN IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS (103) APPROVED FOR CONSTRUCTION ON PUBLIC HIGHWAYS (103) IS PERMITTED. ALL OTHERS SHALL BE INDICATED AS PRIVATE AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND ANY DRAINAGE STRUCTURES THEREIN IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

PHASE IIIB MAP NO. 2018-382

PHASE IIIB MAP NO. 2018-382

PHASE IIIB MAP NO. 2018-382

PHASE IIIB MAP NO. 2018-382

PHASE IIIB MAP NO. 2018-382

PHASE IIIB MAP NO. 2018-382

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
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FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

MINIMUM BUILDING SETBACKS  
FRONT YARD --- 35'  
SIDE YARD --- 10'  
CORNER LOT SIDE YARD --- 20'  
MAXIMUM HEIGHT --- 35'

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UTILITY EASEMENT CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	ANGLE	AREA	PERCENTAGE
C1	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C2	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C3	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C4	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C5	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C6	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C7	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C8	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C9	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C10	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C11	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C12	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C13	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C14	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C15	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C16	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C17	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C18	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C19	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C20	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C21	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C22	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C23	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C24	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C25	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C26	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C27	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C28	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C29	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C30	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C31	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C32	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C33	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C34	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C35	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C36	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C37	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C38	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C39	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C40	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C41	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C42	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C43	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C44	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C45	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C46	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C47	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C48	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C49	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C50	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C51	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C52	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C53	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C54	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C55	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C56	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C57	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C58	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C59	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%
C60	100.00'	100.00'	100.00'	90.00°	7853.98'	100.00%



MICKEY R. BENNETT  
L - 1514

I, MICKEY R. BENNETT, DO HEREBY CERTIFY THAT THIS SURVEY, CREATED AS A SUBDIVISION MAP, IS ACCURATE AND THAT I AM AN ENGINEER THAT REGULATES PARCELS OF LAND.

NORTH CAROLINA, HARNETT COUNTY  
I, MICKEY R. BENNETT, DO HEREBY CERTIFY THAT THIS SURVEY WAS DRAWN UNDER MY SUPERVISION (SEE DESCRIPTION RECORDED IN BOOK SEE...)  
Page SEE... (etc.) that the boundaries not surveyed or clearly indicated as drawn from information found in Book SEE... Page SEE...  
that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended; witness my original signature, registration number and seal this 11th day of November, A.D. 2019.

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LEGEND  
LINES NOT SURVEYED  
L1 --- EXISTING IRON PIPE  
L2 --- EXISTING CONCRETE MONUMENT  
L3 --- EXISTING IRON STAKE  
L4 --- EXISTING LIGHTWOOD STAKE  
L5 --- EXISTING IRON PIPE  
L6 --- NEW IRON STAKE  
L7 --- NEW IRON PIPE  
L8 --- NEW IRON PIPE  
L9 --- EXISTING MAGNETIC NAIL  
L10 --- EXISTING COTTON SPINDLE  
L11 --- EXISTING COTTON SPINDLE  
L12 --- NEW COTTON SPINDLE  
L13 --- NEW COTTON SPINDLE  
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HTE# 5FD2005-0066

# Harnett County Department of Public Health

No. 26569

PERMIT # NA

## Operation Permit

New Installation  Septic Tank  Nitrification Line  Repair  Expansion

PROPERTY LOCATION: 84 LAMAR DR. (CHALBEATER)

Name: (owner) LGI HOMES NC LLC SUBDIVISION AVERY POND LOT # 127

System Installer: THORNTONS PLUMBING Registration # \_\_\_\_\_

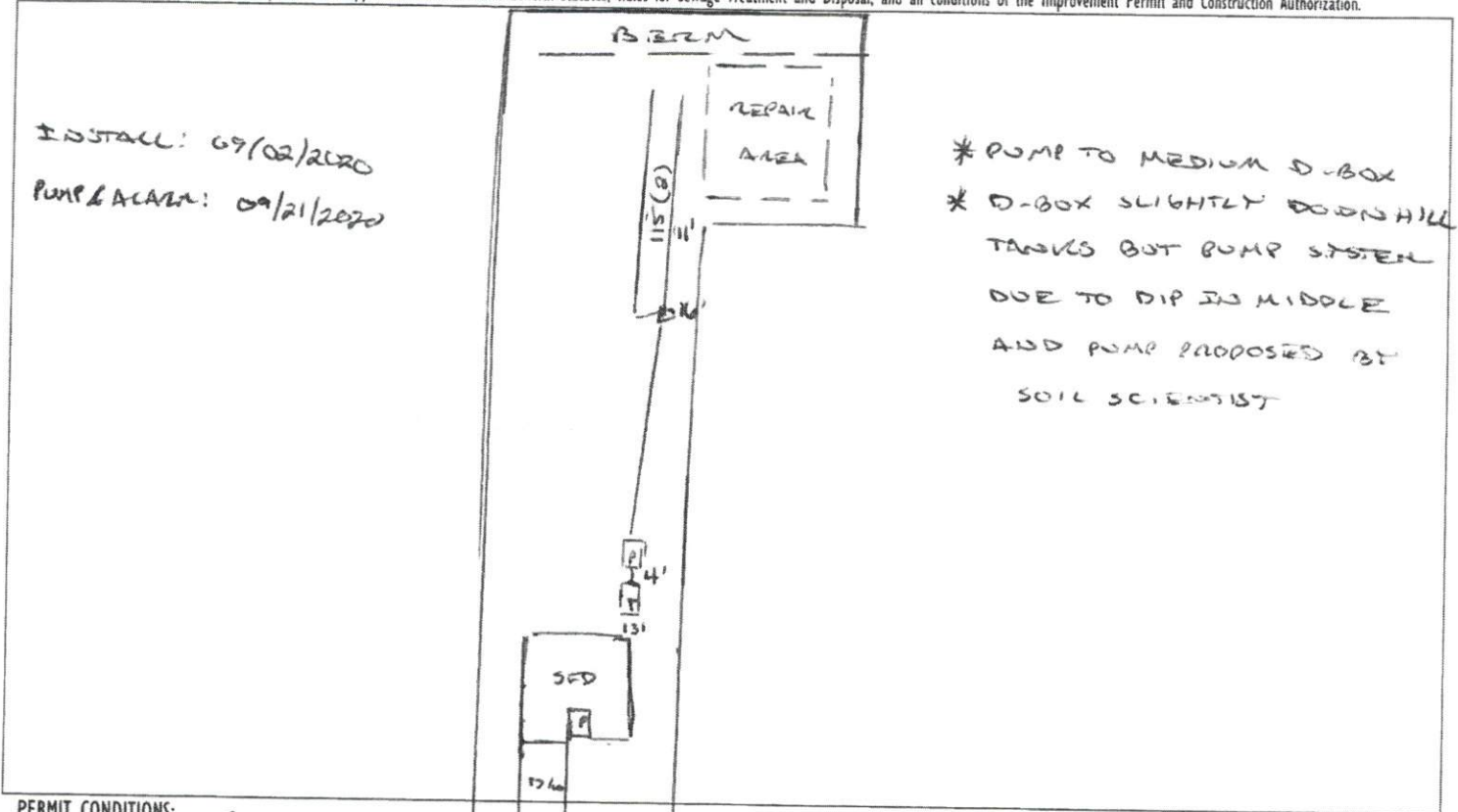
Basement with plumbing:  Garage  Number of Bedrooms 3

Type of Water Supply:  Community  Public  Well Distance from well NA feet

System Type: 25% REDUCTION SYS. III B Types V and VI Systems expire in 5 years.

(In accordance with Table V a) Owner must contact Health Department 6 months prior to expiration for permit renewal.

This system has been installed in compliance with applicable North Carolina General Statutes, Rules for Sewage Treatment and Disposal, and all conditions of the Improvement Permit and Construction Authorization.



### PERMIT CONDITIONS:

- I. Performance: System shall perform in accordance with Rule .1961.
- II. Monitoring: As required by Rule .1961.
- III. Maintenance: As required by Rule .1961. Other: \_\_\_\_\_  
Subsurface system operator required? Yes  No   
If yes, see attached sheet for additional operation conditions, maintenance and reporting.
- IV. Operation: \_\_\_\_\_
- V. Other: \_\_\_\_\_

D-Box  Pump  Alarm  H2O Line  PWR Line

Following are the specifications for the sewage disposal system on the above captioned property.

Type of system:  Conventional  Other VEZ FLOW III B Septic Tank: 1000 gallons Pump Tank: 1000 gallons  
 Subsurface Drainage Field No. of ditches 2 exact length of each ditch 115 feet width of ditches 3 feet depth of ditches 18 inches  
 French Drain Required: \_\_\_\_\_ Linear feet

Authorized State Agent [Signature] Date 09/21/2020

## Harnett County Department of Public Health Improvement Permit

A building permit cannot be issued with only an Improvement Permit

ISSUED TO: LGI Homes NC LLC PROPERTY LOCATION: 84 Lahinch Dr. (Chalybeate Rd. - SR 1429)  
 SUBDIVISION Avery Pond LOT # 127  
 NEW  REPAIR  EXPANSION  Site Improvements required prior to Construction Authorization Issuance:  
 Type of Structure: 3-Bedroom SFD  
 Proposed Wastewater System Type: 25% Reduction Sys.  
 Projected Daily Flow: 360 GPD  
 Number of bedrooms: 3 Number of Occupants: 6 max  
 Basement  Yes  No  
 Pump Required:  Yes  No  May be required based on final location and elevations of facilities  
 Type of Water Supply:  Community  Public  Well Distance from well NA feet Permit valid for:  Five years  
 Permit conditions:  No expiration

Authorized State Agent: [Signature] Date: 06/05/2020 SEE ATTACHED SITE SKETCH  
 The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This site is subject to revocation if the site plan, plat, or the intended use changes. The Improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to conditions of this permit.

### Construction Authorization (Required for Building Permit)

The construction and installation requirements of Rules 1950, 1952, 1954, 1955, 1956, 1957, 1958 and 1959 are incorporated by references into this permit and shall be met. Systems shall be installed in accordance with the attached system layout.

ISSUED TO: LGI Homes NC LLC PROPERTY LOCATION: 84 Lahinch Dr. (Chalybeate Rd. - SR 14  
 SUBDIVISION Avery Pond LOT # 127  
 Facility Type: 3-Bedroom SFD  New  Expansion  Repair  
 Basement?  Yes  No Basement Fixtures?  Yes  No  
 Type of Wastewater System\*\* 25% Reduction Sys. (Initial Wastewater Flow: 360 GPD)  
 (See note below, if applicable )  
25% Reduction Sys. (Repair)

Installation Requirements/Conditions	Number of trenches <u>1</u>	
Septic Tank Size <u>1000</u> gallons	Exact length of each trench <u>235</u> feet	Trench Spacing: <u>9</u> feet on Center
Pump Tank Size <u>1000</u> gallons	Trenches shall be installed on contour at a Maximum Trench Depth of: <u>18</u> inches (Trench bottoms shall be level to +/-1/4" in all directions)	Soil Cover: <u>6</u> inches (Maximum soil cover shall not exceed 36" above the trench bottom)
Pump Requirements: _____ ft. TDH vs. _____ GPM		Aggregate Depth: <u>NA</u> inches below pipe <u>NA</u> inches above pipe <u>NA</u> inches total
Conditions: <u>Pump to Serial Dist.: Proposal by Adams Soil Consulting</u>		

**WATER LINES (INCLUDING IRRIGATION) MUST BE 10FT. FROM ANY PART OF SEPTIC SYSTEM OR REPAIR AREA.  
 NO UTILITIES ALLOWED IN INITIAL OR REPAIR DRAIN FIELD AREA.**

\*\*If applicable: I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.  
 Owner/Legal Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The Construction Authorization shall not be transferred when there is a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit. SEE ATTACHED SITE SKETCH

Authorized State Agent: [Signature] Date: 06/05/2020  
ANDREW CORRIE Construction Authorization Expiration Date: 06/05/2025

Application # SFD2005-0060

# Harnett County Department of Public Health Site Sketch

Property Location: 84 Lahinch Dr. (Chalybeate Road - Sr 1429)

Issued To: LGI Homes-NC, LLC

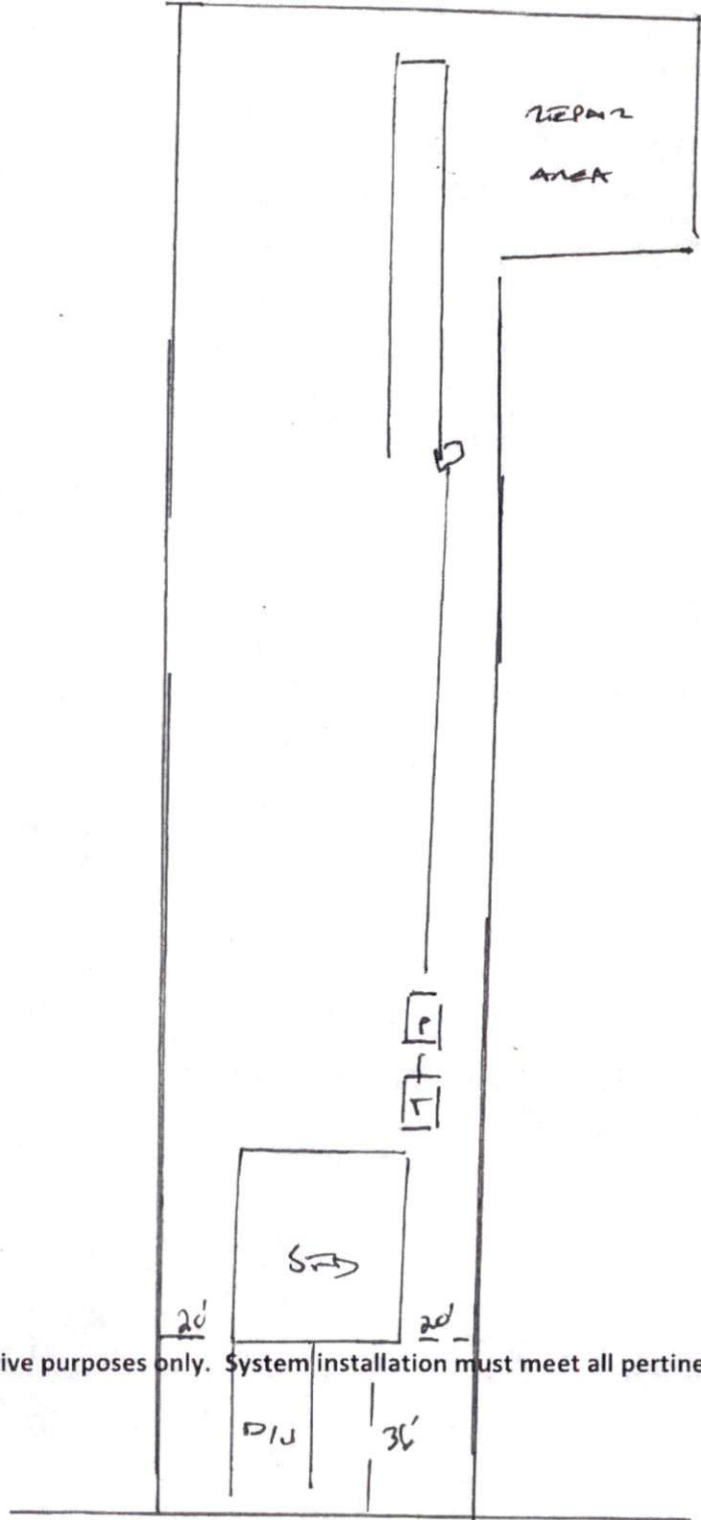
Subdivision Avery Pond

Lot # 127

Authorized State Agent: \_\_\_\_\_

*Andrew Collins*  
ANDREW COLLINS

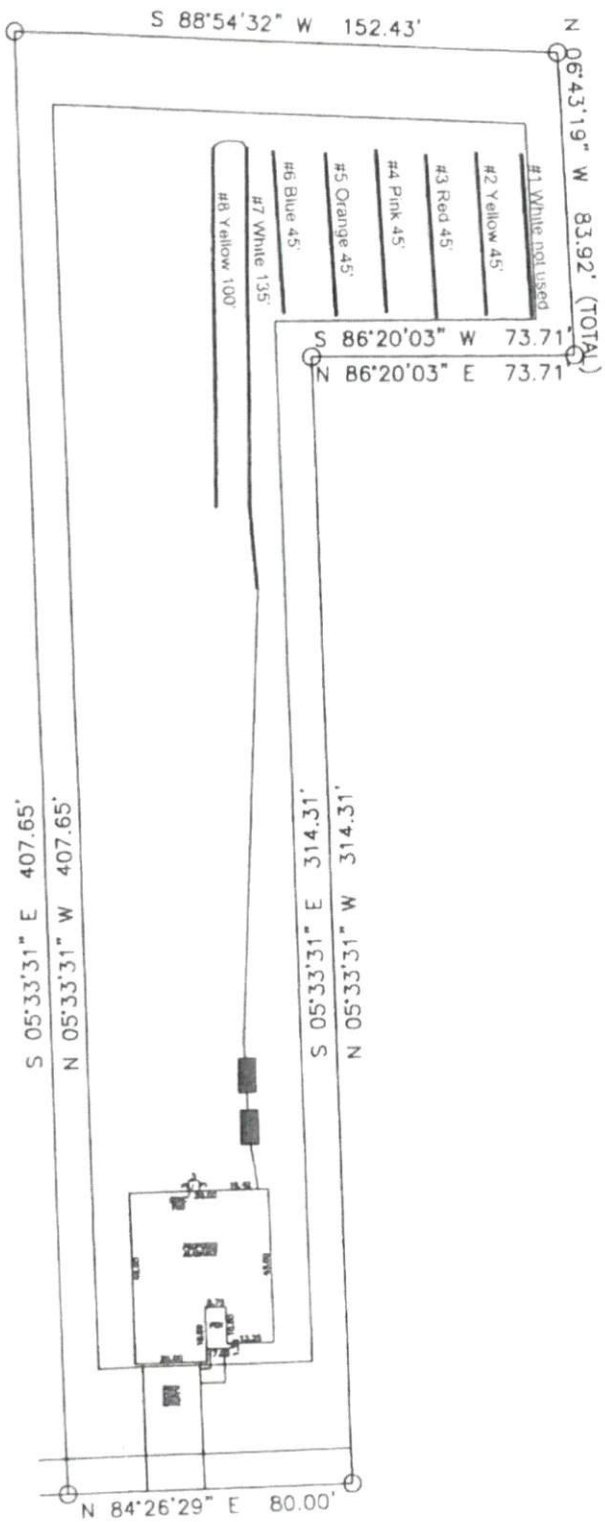
Date: 06/05/2020



This drawing is for illustrative purposes only. System installation must meet all pertinent laws, rules, and regulations.



# Avery Pond 3-Bedroom Septic Proposal Lot #127



System: Pump to Serial Dist  
 Lines: 7-8 (235')  
 0.4 LTAR  
 18" Trench Bottom  
 Accepted Status System  
 Repair: Pump to Serial Dist.  
 Lines: 2-6 (225')  
 0.4 LTAR  
 24" Trench Bottom  
 Accepted Status System

Lahinch Drive

GRAPHIC SCALE  
 1" = 50'



Adams  
 Soil Consulting  
 919-414-6761  
 Job #708

*Avery Pond*

*Lot #127*

3-Bedroom Home (360 gal./day)

<u>LINE #</u>	<u>COLOR</u>	<u>BS</u>	<u>HI</u>	<u>FS</u>	<u>ELEVATION</u>	<u>LINE LENGTH</u>	<u>Design Length</u>
TBM		2.0		100.0		<u>in field</u>	<u>installation</u>
INST. 1			102.0				
1	White			2.6	99.4	45	not used
2	Yellow			3.4	98.6	45	45
3	Red			4.1	97.9	45	45
4	Pink			4.7	97.3	45	45
5	Orange			5.1	96.9	45	45
6	Blue			5.6	96.4	45	45
7	White			6.3	95.7	135	135
8	Yellow			6.8	95.2	108	100
Total							

	<u>System</u> Lines 7-8	<u>Repair</u> Lines 2-6
<b>System Type</b>	Accepted Status System EZ-FLOW	Accepted Status System EZ-FLOW
Suggested Soil LTAR	0.400	0.400
<b>Total Line Length</b>	235	225
<b>Square Footage</b>	705	675
<b>Proposed Trench Bottom</b>	24"	24"
<b>Distribution Method</b>	Pump to Serial Distribution	Pump to Serial Distribution