

Initial Application Date: 7-21-14



Application # 145-0034249

CU# \_\_\_\_\_

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

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

LANDOWNER: Tonya Byrd + Jimmy Byrd Mailing Address: 3456 Leaflet Church Road  
City: Broadway State NC Zip 27505 Contact No: \_\_\_\_\_ Email: \_\_\_\_\_

APPLICANT: Linda Gilchrist Mailing Address: 126 Leonard Drive  
City: Lillington State NC Zip: 27546 Contact No: 910-814-7455 Email: \_\_\_\_\_

\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: \_\_\_\_\_ Phone # \_\_\_\_\_

PROPERTY LOCATION: Subdivision: Stock Yard Rd. Estg. Lot #: 42 Lot Size: 1  
State Road # 2035 State Road Name: Stock yard Rd Map Book & Page 2002, 89  
Parcel: 10 0559 0045 07 PIN: 0558-39 4124.00  
Zoning: RA20 Flood Zone: X Watershed: IV Deed Book & Page: 3237, 926 Power Company\*: ?

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

PROPOSED USE:

- SFD: (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms: \_\_\_\_\_ # Baths: \_\_\_\_\_ Basement(w/wo bath): \_\_\_\_\_ Garage: \_\_\_\_\_ Deck: \_\_\_\_\_ Crawl Space: \_\_\_\_\_ Slab: \_\_\_\_\_ Slab: \_\_\_\_\_  
(Is the bonus room finished? ( ) yes ( ) no w/ a closet? ( ) yes ( ) no (if yes add in with # bedrooms)
- Mod: (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage: \_\_\_\_\_ Site Built Deck: \_\_\_\_\_ On Frame \_\_\_\_\_ Off Frame \_\_\_\_\_  
(Is the second floor finished? ( ) yes ( ) no Any other site built additions? ( ) yes ( ) no
- Manufactured Home: \_\_\_\_\_ SW  DW \_\_\_\_\_ TW (Size 28 x 52) # Bedrooms: 3 Garage: \_\_\_\_\_ (site built? \_\_\_\_\_) Deck: \_\_\_\_\_ (site built? \_\_\_\_\_)
- Duplex: (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings: \_\_\_\_\_ No. Bedrooms Per Unit: \_\_\_\_\_
- Home Occupation: # Rooms: \_\_\_\_\_ Use: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees: \_\_\_\_\_
- Addition/Accessory/Other: (Size \_\_\_\_\_ x \_\_\_\_\_) Use: \_\_\_\_\_ Closets in addition? ( ) yes ( ) no

Water Supply:  County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*Must have operable water before final  
Sewage Supply:  New Septic Tank (Complete Checklist) \_\_\_\_\_ Existing Septic Tank (Complete Checklist) \_\_\_\_\_ County Sewer  
Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? ( ) yes ( ) no   
Does the property contain any easements whether underground or overhead ( ) yes ( ) no   
Structures (existing or proposed): Single family dwellings: \_\_\_\_\_ Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

Required Residential Property Line Setbacks:

|                              | Minimum   | Actual     |
|------------------------------|-----------|------------|
| Front                        | <u>35</u> | <u>60</u>  |
| Rear                         | <u>25</u> | <u>210</u> |
| Closest Side                 | <u>10</u> | <u>20</u>  |
| Sidestreet/corner lot        | _____     | _____      |
| Nearest Building on same lot | _____     | _____      |

Comments: 10 FT Drains Eastward on Left Side of Lot

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take Hwy 401 Towards Fayetteville  
go Approx. 8 miles make a right on Stockyard Rd. go Approx. 2 1/2  
miles make a Left into Ray Bunn Rd. go to end Lot located on  
the left.

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.

Charles E. Boy  
Signature of Owner or Owner's Agent

7/21/14  
Date

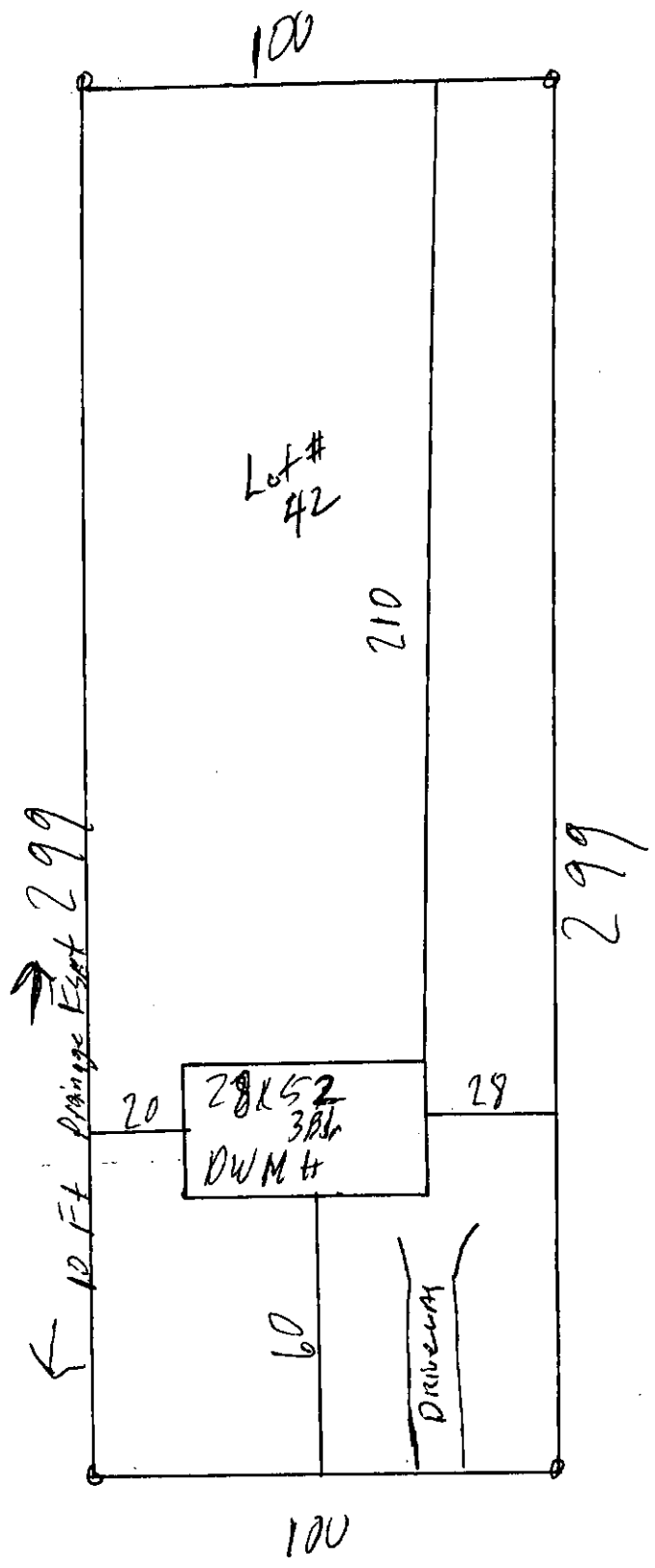
\*\*\*It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.\*\*\*

\*\*This application expires 6 months from the initial date if permits have not been issued\*\*

SITE PLAN APPROVAL DWMA  
DISTRICT RA 20 USE DWMA  
#BEDROOMS 3  
7-21-14 VEH  
Date Zoning Administrator

*[Handwritten Signature]*

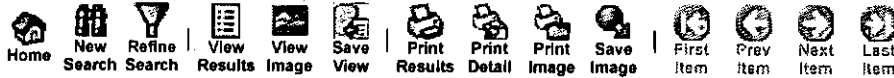
Ray Byard Rd



Harnett County Clerk Public Access

Monday, July 21, 20

Search Real Estate Index: Index Detail



2002001320



General Legal Description Related Documents

2002001320

Document Detail

Instrument #: 2002001320  
 Multi Seq: 0  
 Document Date:  
 Date Filed: 01/24/2002 11:19:03 AM  
 Document Type: MAP  
 Book: 2002  
 Page: 89  
 Remarks:  
 # Pages in Image: 2  
 Image:

Grantor:

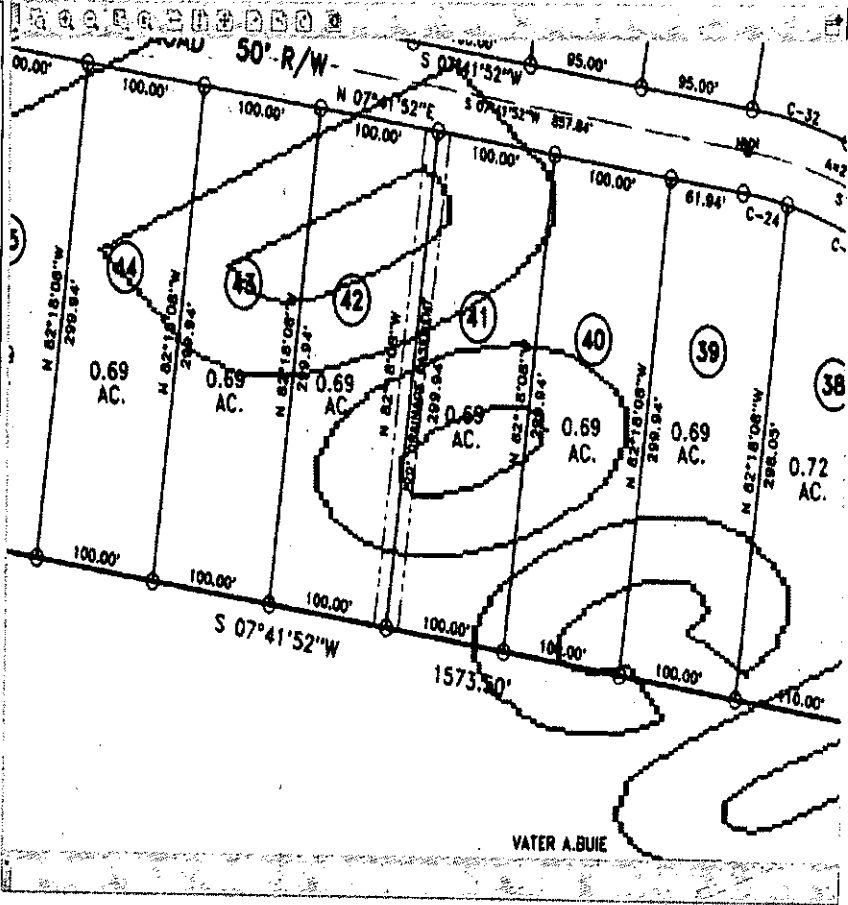
1 STOCKYARD ROAD  
 ESTATES II PHASE TWO

Grantee:

1 MAP

Returnee:

Name: BENNETT SURVEYS LILL NC  
 Address:  
 City, State, Zip:



**UNAPPROVED**

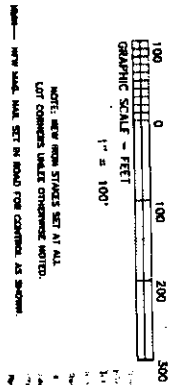
Michael Wood  
Michael P. Wood

1-24-02

| COMP. NAME | DATE    | DESCRIPTION |
|------------|---------|-------------|
| C-1        | 1/24/02 | PRELIMINARY |
| C-2        | 1/24/02 | PRELIMINARY |
| C-3        | 1/24/02 | PRELIMINARY |
| C-4        | 1/24/02 | PRELIMINARY |
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| C-100      | 1/24/02 | PRELIMINARY |

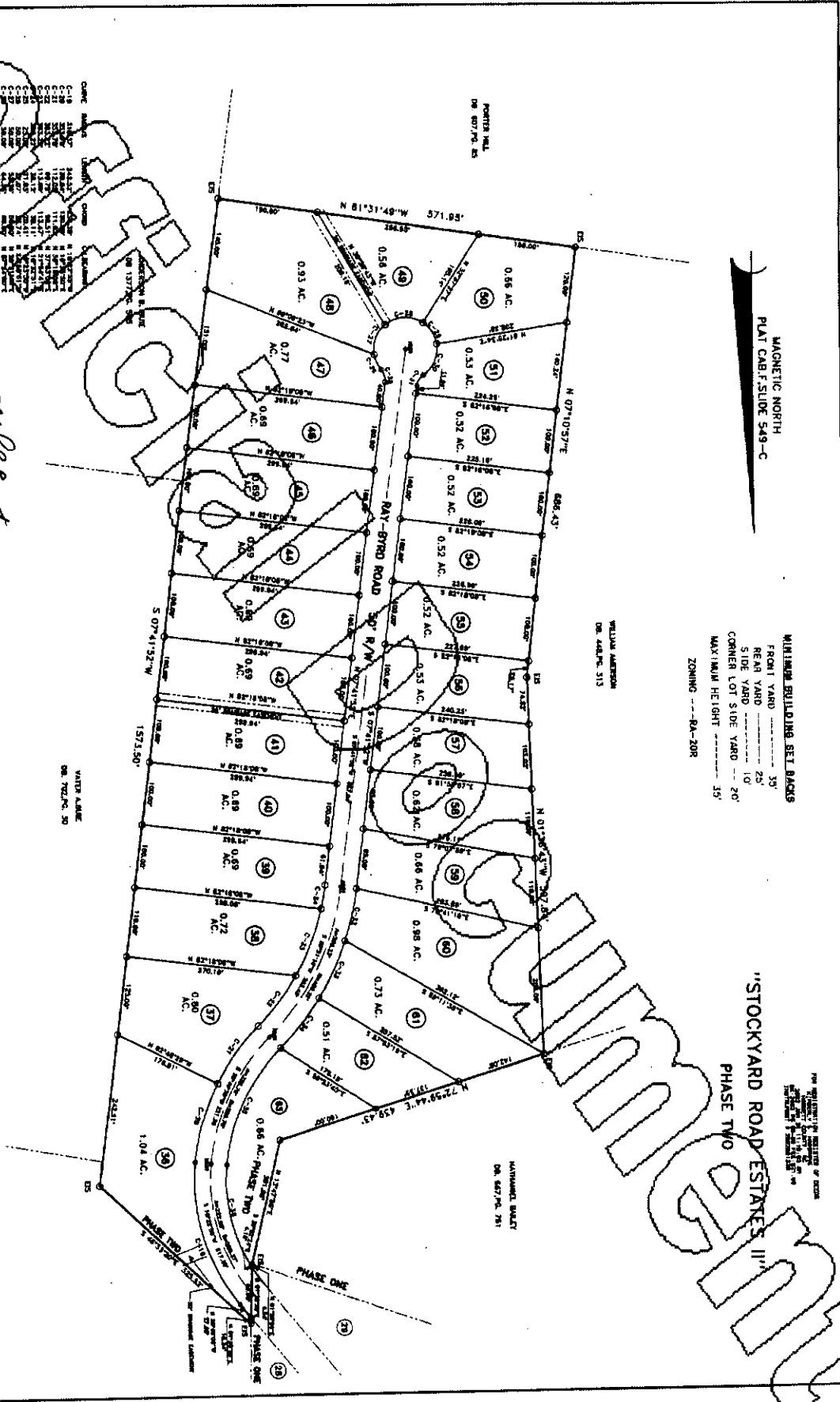


M.P. Wood



DEPARTMENT OF TRANSPORTATION  
 STATE OF NORTH CAROLINA  
 DIVISION OF HIGHWAY CONSTRUCTION  
 APPROVED BY: E. STONE  
 DATE: 12-6-01

SHEET 3 OF 3  
 JOB NO. 002937



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

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

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

**County Health Department Application for Improvement Permit and/or Authorization to Construct**

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

910-893-7525 option 1

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

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

**SEPTIC**

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

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

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

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

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

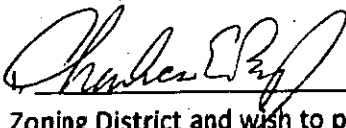
*Chad [Signature]*

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

*7/21/14*  
DATE

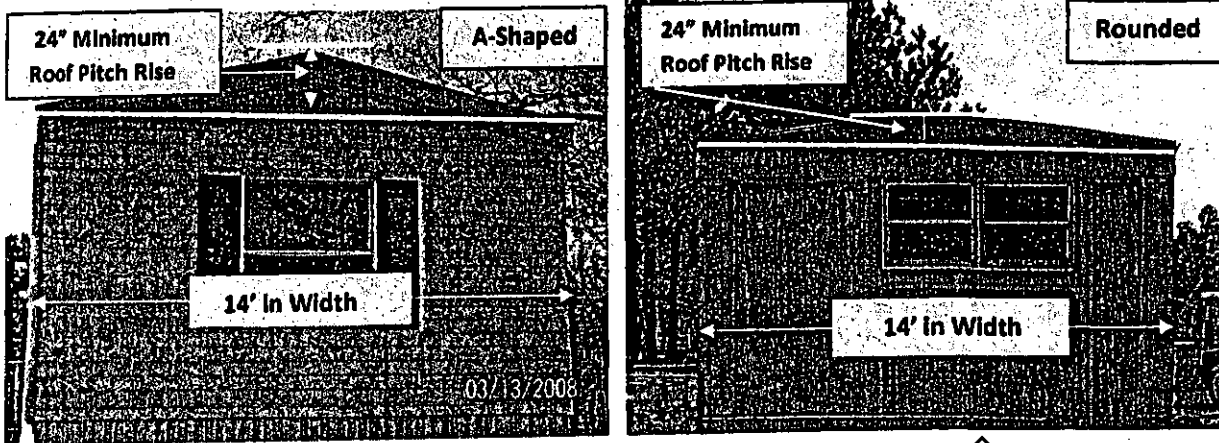
### PROCEDURES AND GUIDELINES FOR MANUFACTURED HOME INSPECTIONS

#### RA-20R & RA- 20M Certification Criteria



\_\_\_\_\_ understand that because I'm located in a RA-20R or RA-20M Zoning District and wish to place a manufactured home in this district I must meet the following criteria, verified by zoning inspection approval, before I will be issued a certificate of occupancy for this home.

1. The home must have a pitched roof, for a manufactured home, whether A-shaped or rounded, which has a minimum rise (measured at the center of the home) of twelve (12) inches for every seven (7) feet of total width of the home. (Example: A home measuring fourteen (14 ft.) in width must have a twenty four (24) inch rise as measured from the center of the roofline to the baseline of the roof.) (See Illustrations Below.)

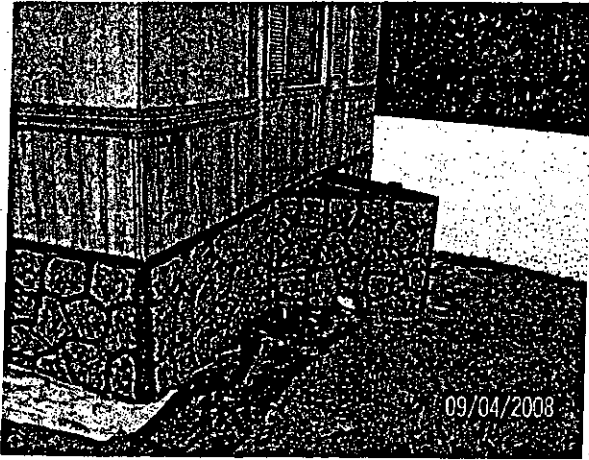


Note: Most Rounded Roofs Will Not Meet The Roof Pitch Requirement As Illustrated. The Measurement From The Peak Of The Roof To The Base Line Of The Roof Must Be 12" For Every 7' Of Total Width Of The Home. (Ex: 14' Wide Home = 24" Roof Rise)



Continued.....

2. The home must be underpinned, consisting of a brick curtain wall or have galvanized metal sheeting, ABS or PBC plastic color skirting with interlocking edges, installed around the perimeter of the home. Skirting shall be consistent in appearance, in good condition, continuous, permanent, and unpierced except for ventilation and access.
3. The homes moving apparatus must be removed, underpinned, or landscaped. (See examples below.)



4. The home must have been constructed after July 1<sup>st</sup> 1976.

*Chad Ely*

Signature of Property Owner / Agent

*7/21/14*

Date

- By signing this form the owner / agent is stating that they have read and understand the information on this form.



OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

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

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

(a) "Seller": Jimmy Byrd

(b) "Buyer": Linda Faye Gilchrist

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 385 Ray Byrd Road
City: Wittington North Carolina Zip: 27576
County: J Harrell

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 42 Block/Section Subdivision/Condominium as shown on Plat Book/Slide at Page(s)

The PIN/PTD or other identification number of the Property is:
Other description: Lt # 42 Stockard Rd Ests Map 2002-89
Some or all of the Property may be described in Deed Book 2960 at Page 327

(d) "Purchase Price":
\$ 11,000 -
\$ -
\$ 500 -
\$ -
\$ -
\$ -
\$ 10,500

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable to Seller by the Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than TIME
BEING OF THE ESSENCE with regard to said date.
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall



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



STANDARD FORM 12-T
Revised 7/2013
© 7/2013

Buyer initials [Signature] Seller initials [Signature]

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Closing Attorney - Kelly J. West

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(l) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on August 15, 2014 **TIME BEING OF THE ESSENCE** with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

Buyer initials [Signature]  Seller initials [Signature]

(l) "Settlement Date": The parties agree that Settlement will take place on August 29, 2014 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

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

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

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

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials AB  Seller initials AK

- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of roads and utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

**3. BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  Conventional  Other: CASH loan at a  Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_ % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

(b) **Other Property:** Buyer  does  does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

Buyer initials  Seller initials

4. BUYER OBLIGATIONS:

(a) Owners' Association Fees/Charges: Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

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

(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller:

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

(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None, if any seller pays

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None, if any seller pays

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property [ ] subjects [ ] does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract

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

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

6. SELLER OBLIGATIONS:

(a) Evidence of Title: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. 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.

(b) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

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

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

(d) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

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

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

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

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: \_\_\_\_\_  
*Linda Faye Gilchrist and Bonnie Bowen*

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

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

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

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

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

Buyer initials   Seller initials *[Signature]*

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- |   |   |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)        | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
|   | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |

OTHER:

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

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

Buyer initials BS  Seller initials AS

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

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

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 7/21/14

Buyer: Linda Dilchrist (SEAL)

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

Buyer: \_\_\_\_\_ (SEAL)

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

Buyer: \_\_\_\_\_ (SEAL)

Date: 7/21/14

Seller: Jimmy Byrd (SEAL)

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

Seller: \_\_\_\_\_ (SEAL)

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

Seller: \_\_\_\_\_ (SEAL)



**NOTICE INFORMATION**

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

**BUYER NOTICE ADDRESS:**

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

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

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

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**SELLING AGENT NOTICE ADDRESS:**

Firm Name: \_\_\_\_\_

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

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

Individual Selling Agent: \_\_\_\_\_

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

License #: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

**LISTING AGENT NOTICE ADDRESS:**

Firm Name: \_\_\_\_\_

Acting as  Seller's Agent  Dual Agent

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

Individual Listing Agent: \_\_\_\_\_

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

License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

**ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT**

Property: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date \_\_\_\_\_

Firm: \_\_\_\_\_

By:

(Signature)

\_\_\_\_\_  
(Print name)

# SALES AGREEMENT

CUSTOMER NO.: \_\_\_\_\_

DATE: 7/21/14

BUYER(S): Linda Gilchrist

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_

ADDRESS: 126 Leonard Dr. Lillington, NC. 27546

DELIVERY ADDRESS: TBD

TELEPHONE: 910-814-7455 SALES PERSON: Cathy Long

**BASE PRICE:** \$ 87,850.<sup>00</sup>  
**Dealer Prep** \$ N/A  
**SUB-TOTAL** \$ 87,850.<sup>00</sup>  
**Sales Tax** \$ 4,172.<sup>00</sup>  
**Title Fees** \$ 40.<sup>00</sup>  
Closing Fee \$ 399.<sup>00</sup>  
**1. CASH PRICE** \$ 92,062.<sup>00</sup>  
 Trade Allowance \$ \_\_\_\_\_  
 Less Amount Owed \$ \_\_\_\_\_  
 Trade Equity \$ \_\_\_\_\_  
 Cash Down Payment \$ 7,000.<sup>00</sup>  
 Other Payments \$ 56,500.<sup>00</sup>  
**2. LESS ALL CREDITS** \$ 57,500.<sup>00</sup>  
**3. REMAINING BALANCE** \$ 34,562.<sup>00</sup>

Make: CMH Model: Rocketeer  
 Year: N/A Length: 542 Width: 208 Stock #: 1250  
 Serial No.: \_\_\_\_\_  New  Used

**TRADE:** Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Year: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_ Title #: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_  
 Amount owed will be paid by:  Buyer  Seller  
 Owed to: \_\_\_\_\_

**OPTIONS:** 13 SEER HEAT PUMP, 2 SETS of Steps, Wire Home Fan Power Box, Plumb WATER 0.75' SEWER 20' Pier + Prem. Footers, Brick Skirting, Septic Allow 25sq.  
**SELLER RESPONSIBILITIES:** Delivery + set + Trim of Home

**BUYER RESPONSIBILITIES:** Permits

*May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.*

I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE OF THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.  
 ESTIMATED RATE OF FINANCING: N/A % NUMBER OF YEARS: NULL  
 ESTIMATED MONTHLY PAYMENTS \$ N/A

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) they received and acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

**SELLER:** Charles Long x **BUYER:** Linda Gilchrist  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ X \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ X \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ X \_\_\_\_\_ (Signature)

| Location | R-Value                  | Thickness | Type of Insulation |
|----------|--------------------------|-----------|--------------------|
| Ceiling  |                          |           |                    |
| Exterior | <u>ENERGY STAR RATED</u> |           |                    |
| Floors   |                          |           |                    |

*This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, Section 460.16.*

**ESTIMATED MORTGAGE.** Buyer is voluntarily purchasing any insurance products listed below. All numbers are estimated.

**A. OTHER CHARGES**  
 Property Insurance \$ \_\_\_\_\_  
 HBPP Insurance \$ \_\_\_\_\_  
 License Fees \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_  
**B. Unpaid Bal/Amt Fin. (3+A)** \$ \_\_\_\_\_  
**C. Interest Rate** % \_\_\_\_\_  
**D. Finance Charge** \$ \_\_\_\_\_  
**E. Total of Payments (B+D)** \$ \_\_\_\_\_  
**F. Total Sales Price (1+A+D)** \$ \_\_\_\_\_  
**G. Number of Payments #** \_\_\_\_\_  
**H. Payment Amount** \$ \_\_\_\_\_

*This is not a loan commitment*

Application # 14500 34249

**Harnett County Central Permitting**

PO Box 65 Lillington, NC 27546

Telephone Number: 910-893-7525 Fax 910-893-2793 www.harnett.org/permits

Application for Manufactured Home Set-Up Permit

(Please fill out each part completely)

**Part I - Owner Information:**

Home Owner Information (To be completed by owner of the manufactured home)

Name: Linda Gilchrist Address: TBD Ray Byrd Road

City: Lillington State: NC Zip: 27546 Daytime Phone: ( 910 ) 814-7455

Landowner Information (To be completed by landowner, if different than above)

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Daytime Phone: ( ) \_\_\_\_\_

**Part II - Contractor Information** (To be completed by Contractors or Homeowner, if applicable.)

Name, address, & phone must match information on license)

A. **Set-Up Contractor** Company Name: State MH Movers

Phone: 919-422-8623 Address: 1085-A Aquilla Road

City: Benson State: NC Zip: 27504

State Lic# 2859 Email: \_\_\_\_\_

B. **Electrical Contractor** Company Name: Jonathan Beasley

Phone: 910-892-5687 Address: 191 Fred McLeod Lane

City: Coats State: NC Zip: 27521

State Lic# 26739 Email: \_\_\_\_\_

C. **Mechanical Contractor** Company Name: Mark Shockley

Phone: 919-624-2174 Address: 544 October Drive

City: Willow Springs State: NC Zip: 27592

State Lic# 1273043 Email: \_\_\_\_\_

D. **Plumbing Contractor** Company Name: Priority Plumbing

Phone: 919-639-7200 Address: P.O. Box 254

City: Willow Springs State: NC Zip: 27592

State Lic# 18550P1 Email: \_\_\_\_\_

**Part III - Manufactured Home Information**

Model Year: 2014 Size: 28 x 52

**Complete & follow zoning criteria sheet**

Park Name: \_\_\_\_\_ Lot Number: \_\_\_\_\_

I hereby certify that I have the authority to apply for this permit, that the application is correct including the contractor information and have obtained their permission to purchase these permits on their behalf, and that the construction or installation will conform to the applicable manufactured home set-up requirements, and the Harnett County Zoning Ordinance. I understand that if any item is incorrect or false information has been provided that this permit could be revoked.

Charles E. Perry  
Signature of Home Owner or Agent

9/5/14  
Date

\*Effective July 1, 2004, a County Tax Department Moving Permit must be provided before a Set Up Permit will be issued. It is purchased from the tax office of the county that the home is moved from. If the home is from a dealer, we need proof of year on the Form 500 and if available, the serial number.

List of inspections and Egress requirements available upon request. Progress Energy customers must provide Premise Number.

# SALES AGREEMENT

CUSTOMER NO.: \_\_\_\_\_

DATE: 7/21/14

BUYER(S): Linda Gilchrist

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_

ADDRESS: 126 Leonard Dr. Lillington, NC. 27546

DELIVERY ADDRESS: TBD

TELEPHONE: 910-814-7455

SALES PERSON: Cathy Long

**BASE PRICE:** \$ 87,850.<sup>00</sup>  
**Dealer Prep** \$ N/A  
**SUB-TOTAL** \$ 87,850.<sup>00</sup>  
**Sales Tax** \$ 4,172.<sup>00</sup>  
**Title Fees** \$ 40.<sup>00</sup>  
Closing Fee \$ 399.<sup>00</sup>  
**1. CASH PRICE** \$ 92,062.<sup>00</sup>  
**Trade Allowance** \$ \_\_\_\_\_  
**Less Amount Owed** \$ \_\_\_\_\_  
**Trade Equity** \$ \_\_\_\_\_  
**Cash Down Payment** \$ 7,000.<sup>00</sup>  
**Other Payments** \$ 56,500.<sup>00</sup>  
**2. LESS ALL CREDITS** \$ 57,500.<sup>00</sup>  
**3. REMAINING BALANCE** \$ 34,562.<sup>00</sup>

**Make:** CMH **Model:** Rocketeer  
**Year:** N/A **Length:** 542 **Width:** 28 **Stock #:** RSO  
**Serial No.:** \_\_\_\_\_  New  Used

**TRADE:** **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_  
**Year:** \_\_\_\_\_ **Length:** \_\_\_\_\_ **Width:** \_\_\_\_\_ **Title #:** \_\_\_\_\_  
**Serial No.:** \_\_\_\_\_

**Amount owed will be paid by:**  Buyer  Seller  
**Owed to:** \_\_\_\_\_

**OPTIONS:** 3 SEER HEAT Pump, 2 SETS of Steps, Wire Home for Power Box, Plastic WATER 075' Sewer 20' Pier + Prem. Footers, Bricks Skirting, Septic Allow (2500)  
**SELLER RESPONSIBILITIES:** Delivery + set + Trim of Home

**BUYER RESPONSIBILITIES:** Permits

*May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.*

**I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE OF THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.**  
**ESTIMATED RATE OF FINANCING:** N/A % **NUMBER OF YEARS:** NULL  
**ESTIMATED MONTHLY PAYMENTS \$** N/A

**Buyer(s) agree:** (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) they received and acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

**SELLER:** Charles E. Long **BUYER:** Linda Gilchrist  
 \_\_\_\_\_ X \_\_\_\_\_  
 \_\_\_\_\_ X \_\_\_\_\_  
 \_\_\_\_\_ X \_\_\_\_\_  
 \_\_\_\_\_ X \_\_\_\_\_

| Location | R-Value                  | Thickness | Type of Insulation |
|----------|--------------------------|-----------|--------------------|
| Ceiling  |                          |           |                    |
| Exterior | <b>ENERGY STAR RATED</b> |           |                    |
| Floors   |                          |           |                    |

*This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CFR, Section 460.16.*

**ESTIMATED MORTGAGE.** Buyer is voluntarily purchasing any insurance products listed below. All numbers are estimated.

**A. OTHER CHARGES**  
**Property Insurance** \$ \_\_\_\_\_  
**HBPP Insurance** \$ \_\_\_\_\_  
**License Fees** \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_  
**B. Unpaid Bal/Amt Fin. (3+A)** \$ \_\_\_\_\_  
**C. Interest Rate** % \_\_\_\_\_  
**D. Finance Charge** \$ \_\_\_\_\_  
**E. Total of Payments (B+D)** \$ \_\_\_\_\_  
**F. Total Sales Price (1-A+D)** \$ \_\_\_\_\_  
**G. Number of Payments #** \_\_\_\_\_  
**H. Payment Amount** \$ \_\_\_\_\_

*This is not a loan commitment*

57,675.<sup>00</sup>

**ADDITIONAL TERMS AND CONDITIONS**

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any provisions of the sale stated on the front of the agreement. Unless specifically modified by written agreement on the front of this Sales Agreement, the terms and conditions stated herein control this sale.

2. **SELLER RESPONSIBILITIES. Delivery and installation:** Normal delivery and installation are included in the purchase price; however, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**.

3. **DEPOSIT.** The deposit is made to assure the Buyer will complete the transaction by paying the full purchase price in cash or entering into a retail installment contract. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (*except cancellation due to being refused financing*), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, and court costs. Nothing in this Sales Agreement shall preclude Seller from electing to pursue other remedies for breach of contract as provided in the Uniform Commercial Code.

4. **INSTALLMENT PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.

5. **INSPECTION.** Buyer has examined the product and found it acceptable for Buyer's particular needs. Buyer's own judgement and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.

6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this order either before or after it is delivered.

7. **LIMITATION OF DAMAGES.** If the manufacturer(s)' warranty is limited to repair or replacement and such warranty fails because of attempt at repair are not completed within a reasonable time or the manufacturer(s) has (have) gone out of business, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In any case, the Seller will not be required to pay the Buyer(s) any incidental or consequential damages. Buyer(s) also agrees that once the unit has been accepted, even though the manufacturer(s)' warranty does not accomplish its purpose, that the Buyer cannot return the unit to the Seller and seek a refund for any reason.

8. **WARRANTIES BY THE MANUFACTURER.** The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home or its contents which have been provided by the manufacturer of the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.

9. **ACKNOWLEDGEMENT.** Buyer acknowledges that he was not required to purchase the home in order to lease a lot at the community where the home is located. Buyer further acknowledges that he was not required to lease a lot at the community where the home is located in order to purchase the home.

10. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

11. **ORAL REPRESENTATIONS.** Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement or the written warranties and disclosures.

12. **COMPLETE AGREEMENT.** This Sales Agreement is the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement may only be modified by written agreement of the parties hereto.

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

Application Number . . . . . 14-50034249 Date 9/05/14  
Property Address . . . . . 385 RAY BYRD RD  
PARCEL NUMBER . . . . . 10-0559- - -0045- -07-  
Application type description CP MANUFACTURED HOME RA20R/RA20M CRITERI  
Subdivision Name . . . . .  
Property Zoning . . . . . PENDING

|                              |                          |
|------------------------------|--------------------------|
| Owner                        | Contractor               |
| -----                        | -----                    |
| BYRD JIMMY L & WIFE          | STATE MOBILE HOME MOVERS |
| BYRD TONYA H                 | 1085 A AQUILLA RD        |
| 3546 SPRING HILL CHURCH ROAD | BENSON NC 27504          |
| LILLINGTON NC 27546          | (910) 894-8038           |

Applicant

GILCHRIST LINDA #42

--- Structure Information 000 000 28X52 3BDR DWMH  
Flood Zone . . . . . FLOOD ZONE X  
Other struct info . . . . . # BEDROOMS 3.00  
MOBILE HOME YEAR 2014.00  
PROPOSED USE DWMH  
SEPTIC - EXISTING? NEW TANK  
WATER SUPPLY COUNTY

Permit . . . . . MANUFACTURED HOME PERMIT  
Additional desc . . . . . 2014 28X52 DWMH  
Phone Access Code . . . . . 1053065  
Issue Date . . . . . 9/05/14 Valuation . . . . . 0  
Expiration Date . . . . . 9/05/15

Permit . . . . . LAND USE PERMIT  
Additional desc . . . . . 2014 28X52 DWMH  
Phone Access Code . . . . . 1053057  
Issue Date . . . . . 9/05/14 Valuation . . . . . 0  
Expiration Date . . . . . 3/04/15

Special Notes and Comments

T/S: 07/22/2014 11:21 AM VBROWN ----  
385 RAY BYRD RD LILLINGTON 27546.  
STOCKYARD EST #42  
401S, RIGHT ON STOCKYARD RD, LEFT ON  
RAY BYRD RD.

HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

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

Bldg Insp scheduled before 2pm available next business day.

|                               |  |      |         |
|-------------------------------|--|------|---------|
| Application Number . . . . .  | 14-50034249                              | Page | 2       |
| Property Address . . . . .    | 385 RAY BYRD RD                          | Date | 9/05/14 |
| PARCEL NUMBER . . . . .       | 10-0559- - -0045- -07-                   |      |         |
| Application description . . . | CP MANUFACTURED HOME RA20R/RA20M CRITERI |      |         |
| Subdivision Name . . . . .    |  |      |         |
| Property Zoning . . . . .     | PENDING                                  |      |         |

Required Inspections

| Seq  | Phone Insp# | Insp Code | Description                   | Initials | Date        |
|--|-------------|-----------|-------------------------------|----------|-------------|
| Permit type . . . . . MANUFACTURED HOME PERMIT |             |           |                               |          |             |
| 10   | 501         | T501      | R*MOBILE HOME FOUND./ M. WALL | _____    | ___/___/___ |
| 10   | 307         | P307      | R*PLUMB WATER CONNECTION      | _____    | ___/___/___ |
| 20   | 818         | Z818      | PZ*ZONING INSPECTION          | _____    | ___/___/___ |
| 20   | 814         | A814      | ADDRESS CONFIRMATION          | _____    | ___/___/___ |
| 30   | 507         | T507      | R*MANUFACTURED HOME FINAL     | _____    | ___/___/___ |
| 999  |             | H824      | ENVIR. OPERATIONS PERMIT      | _____    | ___/___/___ |
| 999  |             | H828      | ENVIRO. WELL PERMIT           | _____    | ___/___/___ |
| Permit type . . . . . LAND USE PERMIT          |             |           |                               |          |             |
| 999  | 818         | Z818      | PZ*ZONING INSPECTION          | _____    | ___/___/___ |
| 999  | 820         | Z820      | PZ*ZONING/FINAL INSPECTION    | _____    | ___/___/___ |