



Initial Application Date 2/13/19

Application # SFD1902-0024

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: Mark Kyle Meriath Mailing Address: 5809 BARBADOS LN  
City: Knoxville State: TN Zip: 37921 Contact No: \_\_\_\_\_ Email: \_\_\_\_\_

APPLICANT: Bethany L Scott Mailing Address: 2701 Creek Trl  
City: Sanford State: NC Zip: 27330 Contact No: 330-700-3318 Email: Biscott140@yahoo.com

ADDRESS: M<sup>S</sup> Dargald RD - Lot 4 Broadway PIN: 0509-51-9444.000/139690 offer 04  
Zoning: R400R Flood: no Watershed: no Deed Book / Page: OTP

Setbacks - Front: 35 Back: 25 Side: 10 Corner: -

**PROPOSED USE:**

- SFD: (Size 50 x 40) # Bedrooms: 4 # Baths: 3 Basement(w/wo bath): 0 Garage: 2 Deck:  Crawl Space:  Slab: 20x20 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 \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms: \_\_\_\_\_ Garage: \_\_\_\_\_ (site built? \_\_\_\_\_) Deck: \_\_\_\_\_ (site built? \_\_\_\_\_)
- Duplex: (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings: \_\_\_\_\_ No. Bedrooms Per Unit: \_\_\_\_\_
- Home Occupation: # Rooms: \_\_\_\_\_ Use: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees: \_\_\_\_\_
- Addition/Accessory/Other: (Size \_\_\_\_\_ x \_\_\_\_\_) Use: \_\_\_\_\_ Closets in addition? ( ) yes ( ) no

*\* Private soil evaluation included.*

Water Supply:  County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well 1) **\*Must have operable water before final (Need to Complete New Well Application at the same time as New Tank)**

Sewage Supply:  New Septic Tank \_\_\_\_\_ Expansion \_\_\_\_\_ Relocation \_\_\_\_\_ Existing Septic Tank \_\_\_\_\_ County Sewer \_\_\_\_\_  
(Complete Environmental Health Checklist on other side of application if Septic)

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: proposed Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

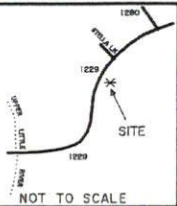
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

[Signature] Signature of Owner or Owner's Agent Date 2/13/19

**\*\*\*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\*\***

APPLICATION CONTINUES ON BACK

strong roots • new growth



I, MELVIN A. GRAHAM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 324, PAGE 218); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 7500+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL

THIS 20 DAY OF DECEMBER A.D. 2016  
*Melvin A. Graham*  
 MELVIN A. GRAHAM, PLS. REGISTRATION NUMBER L-3471



NOTE:  
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

*Melvin A. Graham*  
SURVEYOR

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I, *Christina Walker* REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. DATE: 4-17-17 REVIEW OFFICER: *Christina Walker*



MARK K. MEREDITH  
P.C. 2, S.L. 298

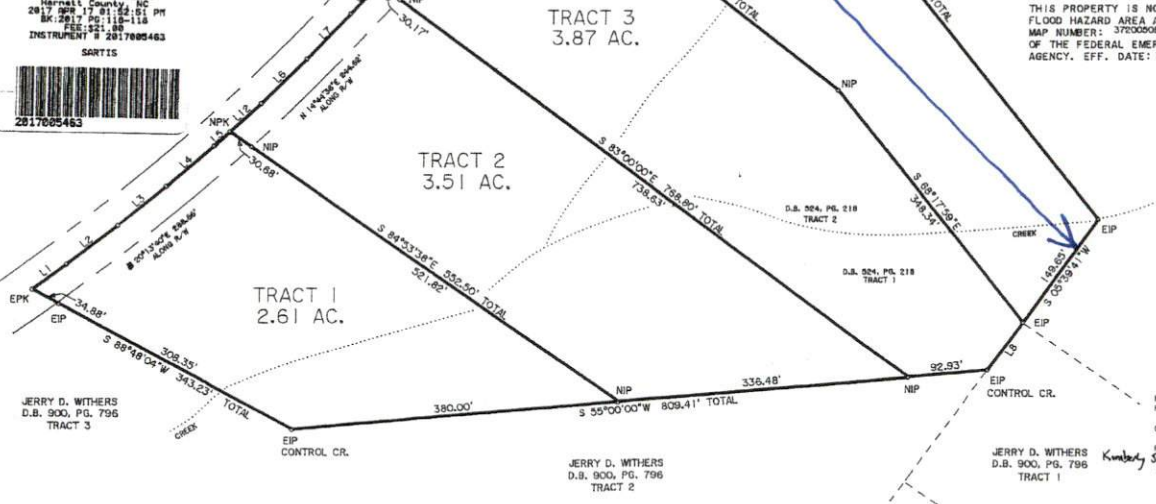
McDOUGALD ROAD S.R. 1229  
60' R/W (PAVED ROAD)

NOTE: NO MORE THAN 5 LOTS ARE CREATED ON A STATE ROAD.

FOR REGISTRATION  
KIMBERLY S. HARRISON  
REGISTER OF DEEDS  
HARNETT COUNTY, NC  
2817 SYP 17 81:52:01 PM  
8/1/2017 PG:118-118  
FEE:\$21.88  
INSTRUMENT # 2017085463



2017085463



SITE PLAN APPROVAL  
 DISTRICT RA20R USE SFD  
 #BEDROOMS 4 BR  
2/13/2019 *A. Deegan*  
 Zoning Administrator  
 Date 2/13/2019 *Burroughs*

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION  
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OR AGENT OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED, AND ALL OF THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF HARNETT COUNTY EXCEPT:

20. TAX PARCEL ID NUMBER  
*Melvin A. Graham*  
 OWNER

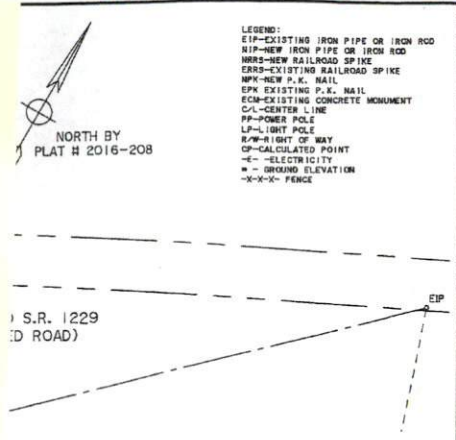
KATHERINE J. WITHERS  
D.B. 472, PG. 40

THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO MAP NUMBER: 372005080J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY. EFF. DATE: 10/03/06

COURSE	BEARING	DISTANCE
1	N 23°18'07"E	49.25'
2	N 22°21'30"E	74.79'
3	N 20°42'19"E	71.94'
4	N 18°48'24"E	72.70'
5	N 17°11'48"E	25.00'
6	N 15°14'46"E	74.95'
7	N 13°04'30"E	73.73'
8	S 00°04'50"W	70.86'
9	N 64°10'23"W	28.74'
10	N 66°38'02"E	57.02'
11	N 13°10'02"E	48.32'
12	N 17°11'48"E	48.75'

KATHERINE J. WITHERS  
D.B. 472, PG. 40

NORTH CAROLINA, HARNETT COUNTY  
 PRESENTED FOR REGISTRATION ON THE 17th DAY  
 OF April 2017 AT 1:52 PM  
 RECORDED AT MAP NUMBER 2017-118  
*Kimberly S. Harrison* by *Stephen C. Act*  
 REGISTER OF DEEDS - ASST. DEPUTY



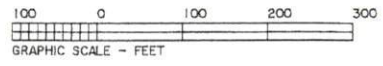
CERTIFY THAT THE DEVELOPMENT DEPICTED HEREON HAS BEEN FINAL APPROVAL FROM HARNETT COUNTY E-911 ADDRESSING, INITIAL HEALTH, PLANNING, PUBLIC UTILITIES, AND THE NORTH DEPARTMENT OF TRANSPORTATION. THIS PLAT IS SUBJECT TO ALL CONDITIONS STATED BELOW AND IS ELIGIBLE FOR REGISTRATION IN THE HARNETT COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW.

911 ADDRESSING - N/A  
 PUBLIC UTILITIES (NOT FOR CONSTRUCTION) - No water or sewer available  
 NCDOT - If homes built for commercial gain, driveway permit required.  
*Daniel H. McPhee* 4-17-17  
 SUBDIVISION ADMINISTRATOR DATE

NOTE: A 30' UNDISTURBED BUFFER IS REQUIRED ALONG THE CREEK/STREAM RUNNING THROUGH THE PROPERTY.

NOTES:  
 PROPERTY CONSIST OF ALL OF THE MARK KYLE MEREDITH PROPERTY AS RECORDED IN D.B. 524, PG. 218 (TRACTS 1 & 2) HARNETT COUNTY REGISTRY.

ALL AREAS BY COORDINATE METHOD TOTAL AREA = 13.28 AC.  
 PROPERTY ZONED RA-20R REF: PLAT # 2016-208  
 PROPERTY NOT IN WATERSHED PID # 139690 47 01  
 PRIVATE WATER SYSTEM PIN # 0509-51-8185.000  
 PRIVATE SEPTIC SYSTEM REID # 0023309  
 REF: 2011E/0008 AREA IN R/W = 0.70 AC. +/-



TOWNSHIP	COUNTY	STATE
UPPER LITTLE RIVER	HARNETT	NC

MINOR SUBDIVISION SURVEY FOR (OWNER)	DATE:
MARK KYLE MEREDITH 5809 BARBADOS LANE KNOXVILLE, TN 37921	12/20/2016
SCALE:	1" = 100'
PROJECT:	7216
MELVIN A. GRAHAM, PLS. 3679 NICHOLSON ROAD CAMERON, NC 28326 PHONE (919) 499-6174	REVISION:

← 50 →  
40

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

**\*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)

**Environmental Health New Septic System**

- **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.**

**Environmental Health Existing Tank Inspections**

- 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**

**"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"**

**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? *creek in rear*
- { } 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.**

# Harnett County Department of Public Health

## Well Construction Permit Application

If the information in the application for a Well Construction Permit is *falsified, changed, or the site is altered*, then the Well Construction Permit shall become invalid.

### APPLICANT INFORMATION

Bethany L Scott (330) 760-3318  
Applicant/Owner Phone Number  
2701 creek trl sanford NC 27330  
Street Address, City, State, Zip Code

The Applicant must submit a Site Plan. The Site Plan is a map/drawing of the property and must show:

1. existing and/or proposed property lines and easements with dimensions;
2. the location of the facility and appurtenance;
3. the location for the proposed well;
4. the location of existing or proposed sewer lines and/or sewage disposal systems within 100 feet of the proposed well;
5. the location of any existing wells within 100 feet of the property; surface water bodies;
6. above ground and/or underground storage tanks;
7. and any other known sources of contamination within 100 feet of the proposed well site.

The Applicant shall notify the Harnett County Health Director through or by way of the Harnett County Division of Environmental Health if any of the following occur prior to well construction:

1. there is a relocation of the proposed facility;
2. there is a change in the intended use of the facility;
3. there is a need for installing the waste water system in an area other than indicated on the well permit; or
4. there are landscape changed that affect site drainage.

Contact information: Environmental Health Division - 910-893-7547

### PROPERTY INFORMATION

#### Proposed use of well

Single-Family  Multifamily  Church  Restaurant  Business  Irrigation

Street Address \_\_\_\_\_ Subdivision/Lot # 4  
Parcel # 139690 0047 04 PIN # 0509-81-9444.000

#### Directions to the Site

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

I have thoroughly read and completed this Application and certify that the information provided herein is true, complete and correct to the best of my knowledge and is give in good faith. Representatives of the Harnett County Health Department and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable rules.

I understand that I am solely responsible for the proper identification and labeling of all property lines, underground utility lines, and making the site accessible so that a well can be properly constructed according to the permit.

Bethany L Scott  
Property Owner's or Owner's Legal Representative Signature Required

2/13/19  
Date

# HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P.O. Box 400, Lillington NC 27546-0400  
Phone (910) 893-8743 / Fax (910) 893-3594  
www.halowensoil.com

27 January 2017

Mr. Mark Meredith  
5809 Barbados Lane  
Knoxville, TN 37921

Reference: Final Report for Comprehensive Soil Investigation  
Tracts 1-4 Minor Subdivision for Mark Kyle Meredith

Dear Mr. Meredith,

A comprehensive soil investigation has been conducted at the above referenced property, located on the eastern side of McDougald Road (SR 1229) in the Upper Little River Township of Harnett County, North Carolina. The purpose of the investigation was to determine the ability of each tract to support a subsurface sewage waste disposal system and repair area for a typical three-bedroom home. All soil ratings and determinations were made in accordance with "Laws and Rules for Sewage Treatment and Disposal Systems, 15A NCAC 18A .1900". It is our understanding that individual septic systems and public water supplies will be utilized at this site. The maximum house footprint used for this evaluation was 50 X 50 feet. Wetlands and streams were observed on the rear halves of the lots, but it appears the lots can be developed without impacts.

A portion of each lot was observed to be underlain by soils rated as provisionally suitable for subsurface sewage waste disposal. These provisionally suitable soils were observed to range from friable loamy sands and sandy clay loams to firm clays, and extend to greater than 36 inches below surface. These soils appear adequate to support long term acceptance rates of 0.3 to 0.5 gal/day/sqft. It appears that the soils on each lot are adequate to support a conventional septic system and repair area for at least one residence. It is likely, though not verified, that additional areas of provisionally suitable soils are located at the rear of the lots and that homes could be located there if desired.

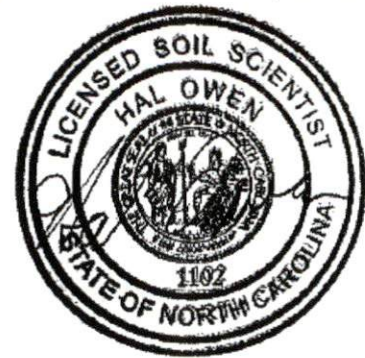
This soil investigation report and map, when provided to the Harnett County Health Department, should allow them to sign the maps for recordation. I appreciate the opportunity to provide this service and hope to be allowed to assist you again in the future. If you have any questions or need additional information, please contact me at your convenience.



Sincerely,

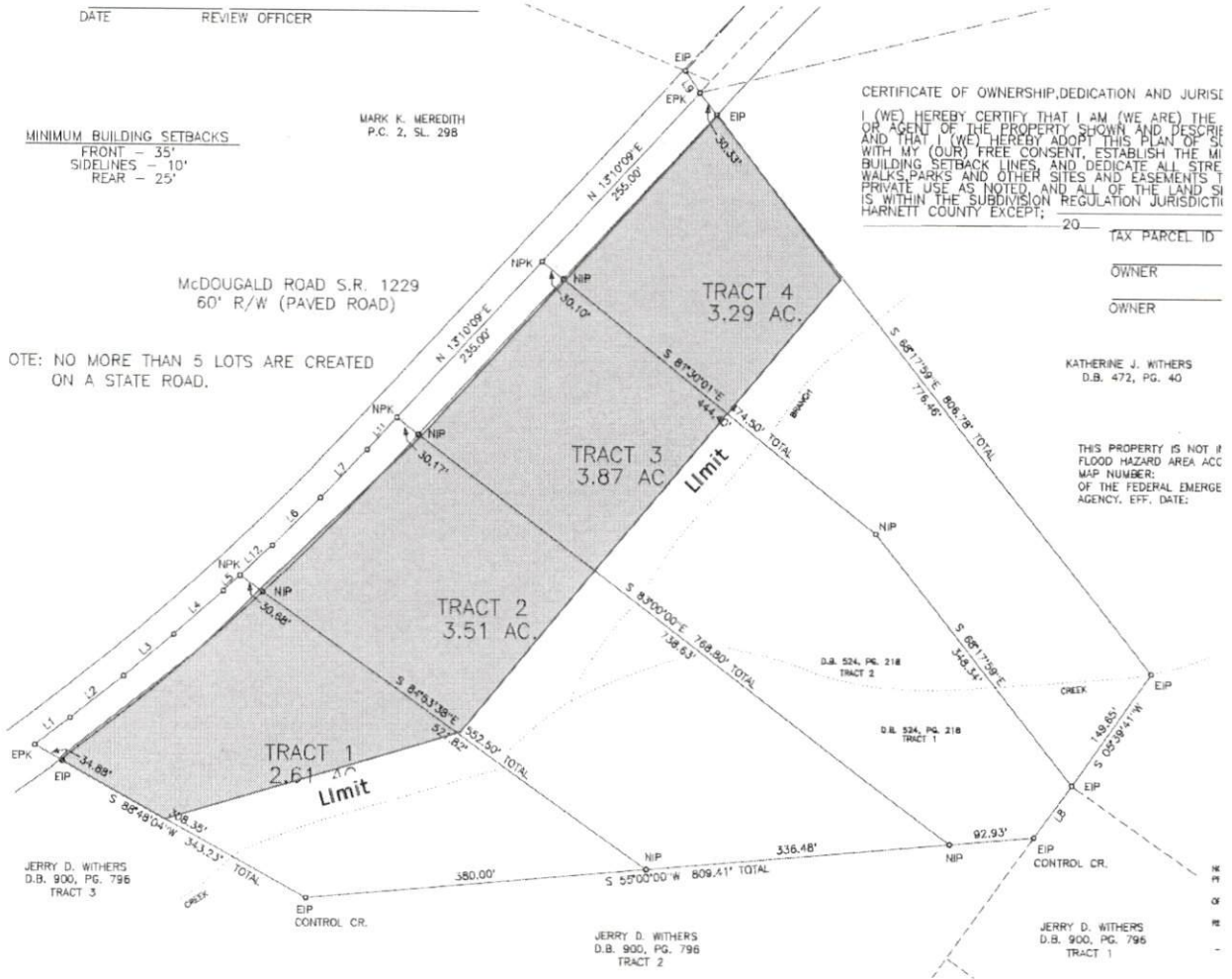
A handwritten signature in black ink that reads "Hal Owen". The signature is written in a cursive, flowing style.

Hal Owen  
Licensed Soil Scientist




Final Report for Comprehensive Soil Investigation  
 Tracts 1-4 Minor Subdivision for Mark Kyle Meredith  
 26 January 2017


Soil Map



**Soil Map Legend**

 Provisionally Suitable Soils

Scale 1 in = 200 ft



Distances are paced and approximate



Print this page



Property Description:

TR#4 MARK KYLE MEREDITH MAP#2017-118

Harnett County GIS

PID: 139690 0047 04

PIN: 0509-51-9444.000

REID:

Subdivision:

Taxable Acreage: 3.290 AC ac

Cacluated Acreage: 3.12 ac

Account Number: 1500007590

Owners: MEREDITH MARK KYLE

Owner Address : 5809 BARBADOS LN KNOXVILLE, TN 37921

Property Address: MCDUGALD RD BROADWAY, NC 27505

City, State, Zip: BROADWAY, NC, 27505

Building Count: 0

Township Code: 13

Fire Tax District: Boone Trail

Parcel Building Value: \$0

Parcel Outbuilding Value : \$0

Parcel Land Value : \$14560

Parcel Special Land Value : \$870

Total Value : \$14560

Parcel Deferred Value : \$13690

Total Assessed Value : \$870

Neighborhood: 01300

Actual Year Built:

TotalAcutalAreaHeated: Sq/Ft

Sale Month and Year: 10 / 2010

Sale Price: \$0

Deed Book & Page: 11E-0008

Deed Date: 2010/10/20

Plat Book & Page: 2017-118

Instrument Type: WL

Vacant or Improved:

QualifiedCode: D

Transfer or Split: T

Within 1mi of Agriculture District: Yes

Prior Building Value: \$0

Prior Outbuilding Value : \$0

Prior Land Value : \$0

Prior Special Land Value : \$0

Prior Deferred Value : \$0

Prior Assessed Value : \$0





**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": MARK KYLE MEREDITH
- (b) "Buyer": BETHANY L SCOTT, BRENNAN L SCOTT
- (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: MCDUGALD RD - LOT 4  
 City: BROADWAY Zip: 27505  
 County: HARNETT, North Carolina

**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 4, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_  
 \_\_\_\_\_, as shown on Plat Book/Slide 2017 at Page(s) 118  
 The PIN/PID or other identification number of the Property is: 0509-51-9444.000/139690 0047 04  
 Other description: \_\_\_\_\_  
 Some or all of the Property may be described in Deed Book 11E at Page 0008

- (d) "Purchase Price":
 

\$ <u>19,900.00</u>	paid in U.S. Dollars upon the following terms:
\$ _____	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ <u>100.00</u>	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input type="checkbox"/> cash <input checked="" type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, <input type="checkbox"/> electronic transfer, EITHER <input type="checkbox"/> with this offer OR <input checked="" type="checkbox"/> within five (5) days of the Effective Date of this Contract.
\$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, <b>TIME BEING OF THE ESSENCE.</b>
\$ _____	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).
\$ <u>19,800.00</u>	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



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



STANDARD FORM 12-T  
Revised 7/2018  
© 7/2018

Buyer initials BLS BLS Seller initials DS MKM

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 have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required 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 or required to be paid in connection with this transaction, collectively the "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 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): HUTCHENS LAW FIRM

**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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity 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 terminate the Contract for any reason or no reason 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(n) 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 60 DAYS FROM CONTRACT DATE *TIME BEING OF THE ESSENCE.*

Buyer initials RPS RPS Seller initials MBM

(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.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on 90 DAYS FROM CONTRACT DATE (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 10 (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 payable in a lump sum or future installments.

**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

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

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. 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 will 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.

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

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, 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.

(b) **Property Investigation:** 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:

Buyer initials BPS BPS Seller initials MSM

- (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. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (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.
- (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 utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(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.

(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 intend 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: \_\_\_\_\_ loan at a

Buyer initials   BRS     BRS   Seller initials   MKM

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.

**NOTE:** If Buyer does not intend to obtain a new loan, 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.

4. **BUYER OBLIGATIONS:**

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

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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  are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: \_\_\_\_\_

Seller warrants that there  are  are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: \_\_\_\_\_

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(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

Buyer initials BPS BPS Seller initials M&M

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, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney 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.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** 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; (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, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** 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 and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) 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.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **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.

(f) **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.

(g) **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

Buyer initials BPS BPS Seller initials MLM

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 conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**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.

(h) **Deed, Taxes, and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: BETHANY L SCOTT & BRENNAN L SCOTT

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **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.

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

Buyer initials BPS BPS Seller initials M&M

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, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) 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. **ADDENDA:** 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.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.**

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 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. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or

Buyer initials BPS BPS Seller initials MBM



communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 02/11/2019 14:58:49

Buyer Bethany L Scott   
BETHANY L SCOTT

Date: 02/11/2019 15:01:08

Buyer Brennan L Scott   
BRENNAN L SCOTT

Entity Buyer:  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Title: \_\_\_\_\_

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

Date: 2/11/2019

Seller Mark Kyle Meredith   
MARK KYLE MEREDITH

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

Seller \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

### WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU 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 YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU 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 YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

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

### NOTICE INFORMATION

**NOTE:** INSERT AT LEAST ONE 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: BLSCOTT 14@YAHOO.COM

#### SELLER NOTICE ADDRESS:

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

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

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

### CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: NC LAND AND LOTS, LLC  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Firm License #: \_\_\_\_\_  
Mailing Address: PO BOX 1185, NEBO, NC 28761

Individual Selling Agent: MARK COX  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 258777

Selling Agent Phone#: (828) 659-1269

Selling Agent Fax#: (866) 366-9920

Selling Agent E-mail: LANDHOME789@GMAIL.COM

Listing Firm Name: ANN MILTON REALTY  
Acting as  Seller's Agent  Dual Agent  
Firm License #: \_\_\_\_\_  
Mailing Address: 206 E. ACADEMY ST, FUQUAY VARINA, NC 27526

Individual Listing Agent: ANN MILTON  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone#: (910) 237-1675

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

Listing Agent E-mail: ANN@ANNMILTON.COM

Buyer initials BLS BLS Seller initials M&M

DS  
M&M

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: MARK KYLE MEREDITH ("Seller")

Buyer: BETHANY L SCOTT, BRENNAN L SCOTT ("Buyer")

Property Address: MCDUGALD RD - LOT 4, BROADWAY, 27505 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: ANN MILTON REALTY

By: \_\_\_\_\_ (Signature) ANN MILTON (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_ (Signature)

MARK KYLE MEREDITH

Date: \_\_\_\_\_ Seller: \_\_\_\_\_ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: HUTCHENS LAW FIRM

By: \_\_\_\_\_ (Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: HUTCHENS LAW FIRM

Time: \_\_\_\_\_ AM PM

By: \_\_\_\_\_ (Signature)

(Print name)