

**NORTH CAROLINA
HARNETT COUNTY**

**OFFER TO PURCHASE AND
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this 6th day of June 2020, by and between Paul A Lyon, (the "Seller") and Weaver Development Co, Inc., and/or assigns (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. **PROPERTY.** Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett, North Carolina, having an address of 95 Roberts Road (Proposed 2 lots) Sanford, NC 27332.

Being all of Lot 15 Louisville Hills Map #2006-903. +/- 1.08 acre parcel 039586 0082 duly recorded in Deed Book 03419, Page 0088, Harnett County, North Carolina, Registry. (Proposed Lots 1 & 2)

2. **PURCHASE PRICE AND DEPOSIT.** Buyer shall pay to the Seller the sum of Sixty Five Thousand and No/100 (\$65,000.00) Dollars, the "Purchase Price". The Purchase price shall be paid as follows:

A. Earnest Money Deposit: Purchaser shall deposit with the Seller an amount equal to Two Thousand and 00/100 (\$2,000.00) Dollars as Refundable Earnest Money Deposit which shall be credited against the purchase price at closing. This \$2,000.00 Refundable Earnest Money Deposit shall entitle Purchaser to an initial due diligence period which shall expire on June 30, 2020. In the event that Buyer terminates the Purchase Agreement prior to the end of the initial due diligence period the Seller shall return the refundable Deposit with no other obligations to the purchaser.

B. \$63,000 due at closing on or before July 6, 2020. Time is not of the essence in regards to this Closing Date.

3. **CONDITIONS TO BUYER'S OBLIGATIONS.** The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:

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giving credit to the Buyer for all Deposits pursuant to the terms of this Contract. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by the Purchaser.

6. PRORATIONS AND CLOSING EXPENSES. Seller and Buyer agree that All real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from Seller and Buyer shall pay all other expenses for fees and services attributable to Buyer closing.

7. ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.

8. RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Earnest Money Deposit shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing. For purposes herein "damage" shall be deemed to only include the condemnation of the property by a government or quasi-governmental entity.

9. NOTICES. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the following addresses:

Seller: Paul A. Lyon
POB 569
Olivia, NC 27332

Buyer: Weaver Development, Inc.
350 Wagoner Drive
Fayetteville, NC. 28303

11. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by the Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.

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

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed for one hundred eighty (180) days. The warranties contained in the General Warranty Deed shall supersede those warranties of the Contract 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.

14. APPLICABLE LAW. This Contract shall be construed under the Laws of the State of North Carolina.

15. TAX-DEFERRED EXCHANGE. In the event that Buyer or Seller desire to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

16. AGENT REPRESENTATION. Buyer is represented by Weaver Commercial Properties, Inc. E. Frank Weaver, III. Seller shall pay the listed commission for buyer's agent at closing.

16. 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 hereto.

17. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple Originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "Seal" beside their signatures below.

BUYER:

SELLER:

 (SEAL)

DocuSigned by:
 (SEAL)
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Weaver Development Co, Inc.
By: Charles D. Blackwell

By: Paul A. Lyon

Date: 6/6/20

Date: 6/6/2020

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Property Description:
LOT#15 LOUISVILLE HILLS MAP#2006-903

Harnett County GIS

PID: 039586 0082
PIN: 9586-67-6355.000
REID: 0016233
Subdivision:
Taxable Acreage: 0.920 AC ac
Caclulated Acreage: 1.08 ac
Account Number: 1500004654
Owners: LYON PAUL A

Owner Address : PO BOX 569 OLIVIA, NC 28368

Property Address: 95 ROBERTS RD SANFORD, NC 27332

City, State, Zip: SANFORD, NC, 27332

Building Count: 0

Township Code: 03

Fire Tax District: Spout Springs

Parcel Building Value: \$0

Parcel Outbuilding Value : \$0

Parcel Land Value : \$3800

Parcel Special Land Value : \$0

Total Value : \$3800

Parcel Deferred Value : \$0

Total Assessed Value : \$3800

Neighborhood: 00304
Actual Year Built:
TotalAcutalAreaHeated: Sq/Ft
Sale Month and Year: 7 / 2016
Sale Price: \$20000
Deed Book & Page: 3419-0088
Deed Date: 2016/07/13
Plat Book & Page: 2006-903
Instrument Type: WD
Vacant or Improved:
QualifiedCode: Q
Transfer or Split: T
Within 1mi of Agriculture District: Yes

Prior Building Value: \$0

Prior Outbuilding Value : \$0

Prior Land Value : \$2500

Prior Special Land Value : \$0

Prior Deferred Value : \$0

Prior Assessed Value : \$2500

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