

**NORTH CAROLINA
HARNETT COUNTY**

**OFFER TO PURCHASE AND
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this 5th day of May 2021, by and between Paul A. Lyon, (the "Seller") and 2020 Holdings, LLC., and/or assigns (the "Buyer").

W I T N E S S E T H:

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.

Being 3 lots – CP Stewart Road Lillington

- Lot 1- TBD CP Stewart Road
- Lot 4- 606 CP Stewart Road
- Lot 5- TBD CP Stewart Road

2. PURCHASE PRICE AND DEPOSIT. Buyer shall pay to the Seller the sum of One Hundred Twenty Thousand and No/100 (\$120,000) Dollars, the "Purchase Price". The Purchase price shall be paid as follows:

- A. Due Diligence: Purchaser shall deposit with Seller an amount equal to Five Thousand Six Hundred Twenty Five and 00/100 (\$5,625.00) Dollars as Earnest Money Deposit which shall be credited against the purchase price at closing.
- B. \$114,375 due at closing **on or before** June 15, 2021.

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:

- A. From the Contract date until closing, Seller shall provide to Buyer, its agents, representatives and contractors, the right to enter upon the Property to make investigations, surveys, tests, and studies, and inspections, conducting marketing studies and feasibility studies, relating to the Property, and otherwise determining the feasibility of Purchaser's investment strategy for the Property.
- B. All deeds of trust, liens, and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

- C. Title must be delivered at closing by General or Special Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer.
- D. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential construction is economically feasible.
- E. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- F. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- G. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom.

5. CLOSING. Closing shall occur on or before June 15, 2021. Buyer shall designate the place and time for Closing. Possession shall be delivered at Closing, unless otherwise agreed between the parties. At Closing, Seller shall deliver to Buyer a General or Special Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the balance of the Purchase price to Seller, 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 Due Diligence Money 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. 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.

10. 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.

11. 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.

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

13. 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.

14. 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:

Charles D Blackwell
Charles D Blackwell (May 5, 2021 17:20 EDT)

(SEAL)


Paul Lyon (May 5, 2021 18:44 EDT)

(SEAL)

2020 Holdings, LLC
By: Charles D. Blackwell

Paul A. Lyon

Date: 5/5/2021

Date: May 5, 2021

MINOR SUBDIVISION - HARNETT COUNTY
CERTIFICATION OF OWNERSHIP, DEDICATION AND JURISDICTION
 I, (We) hereby certify that I (we or) the owner(s) or
 agent of the project shown and described herein and that
 I (we) hereby adopt this plan of subdivision with me (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 the land shown herein is within the subdivision
 jurisdiction of County of Harnett. I, (we) also under-
 stand that we will not be allowed to use the minor subdivision
 status for a period of three years from the recording date
 as shown on the recorded map in the register of deeds.

Paul A. Lyon
 Date: 8/22/19 Owner/Agent

FOR REGISTRATION
 Kimberly S. Hargrove
 REGISTER OF DEEDS
 HARNETT COUNTY, NC
 2819 AUG 26 11:14:46 AM
 DB:2519 PG:618-674
 INSTRUMENT # 2019012088
 SARTIS



Minor Subdivision Approval
 I hereby certify that the development depicted hereon has
 been granted final approval from Harnett County E-911
 Addressing, Environmental Health, Planning, Public Utilities,
 and the North Carolina Department of Transportation,
 and this Plan is subject to any and all conditions stated
 below and is eligible for recording in the Harnett
 County Register of Deeds within thirty days of the date below.

E-911 Addressing NA
 Public Utilities Water is available
 (Not For Construction)
 NCDOT Change of use requires detour with
Shelva Jones 8-26-19
 Subdivision Administrator Date

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

NORTH CAROLINA HARNETT COUNTY
 I, Mickey R. Bennett, PLS do certify that this plot was drawn under
 my supervision/description recorded in Book REF.,
 Page REF., etc) that the boundaries not surveyed are clearly
 indicated as drawn from information found in Book REF.,
 that the ratio of precision as calculated is 1:0000; that this plot
 was prepared in accordance with G.S. 47-30 as amended. Witness
 my original signature, registration number and seal this 27th
 day of AUGUST, A.D. 2019.

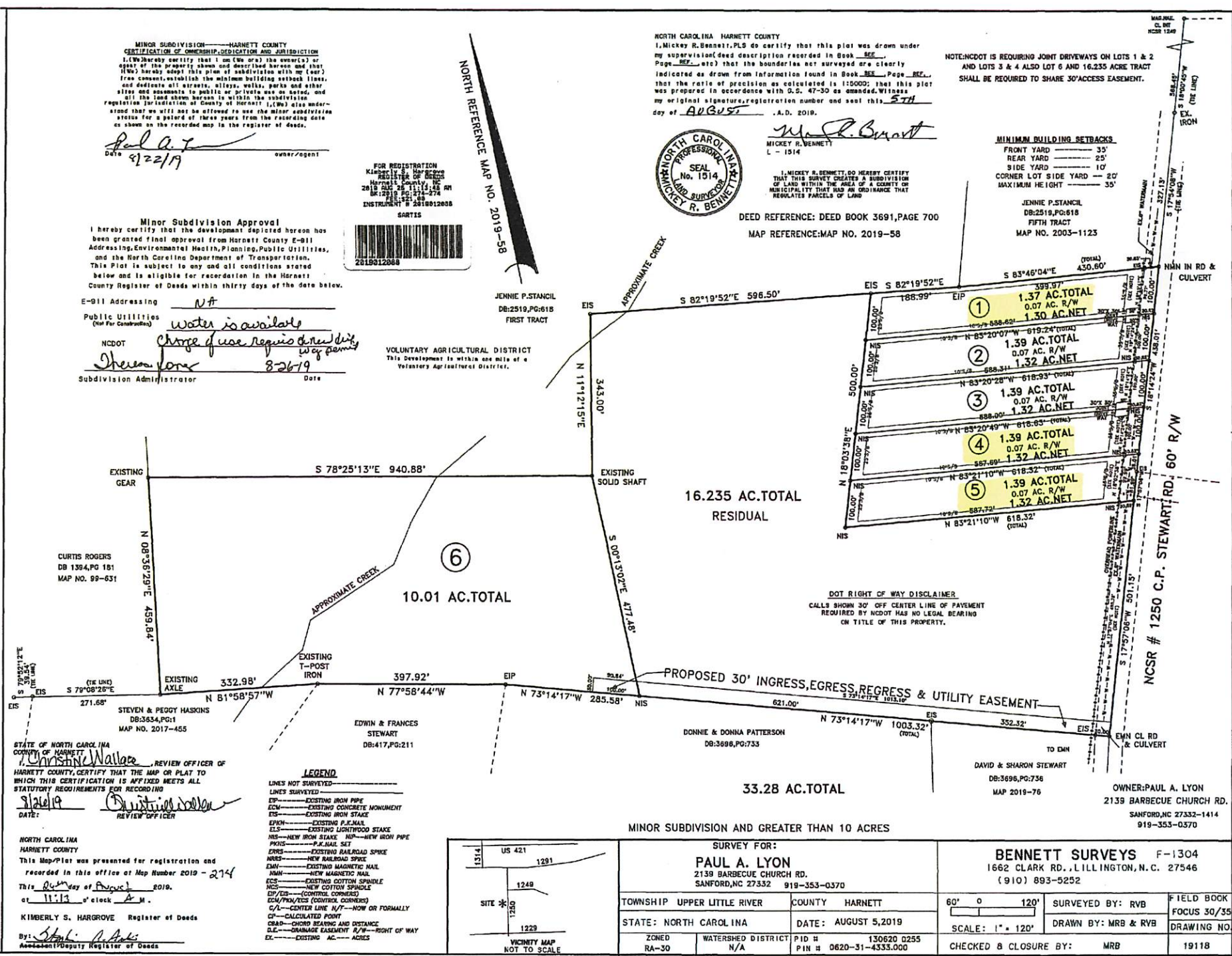


Mickey R. Bennett
 MICKEY R. BENNETT
 L - 1514
 I, MICKEY R. BENNETT, DO HEREBY CERTIFY
 THAT THIS SURVEY CREATED A SUBDIVISION
 OF LAND WITHIN THE AREA OF A COUNTY OR
 MUNICIPALITY THAT HAS AN ORDINANCE THAT
 REGULATES PARCELS OF LAND
 DEED REFERENCE: DEED BOOK 3691, PAGE 700
 MAP REFERENCE: MAP NO. 2019-58

NOTE: NCDOT IS REQUIRING JOINT DRIVEWAYS ON LOTS 1 & 2
 AND LOTS 3 & 4 ALSO LOT 6 AND 16.235 ACRE TRACT
 SHALL BE REQUIRED TO SHARE 30' ACCESS EASEMENT.

MINIMUM BUILDING SETBACKS
 FRONT YARD 35'
 REAR YARD 25'
 SIDE YARD 10'
 CORNER LOT SIDE YARD 20'
 MAXIMUM HEIGHT 35'

JENNIE P. STANCIL
 DB:2519, PG:618
 FIFTH TRACT
 MAP NO. 2003-1123



CURTIS ROGERS
 DB 1394, PG 181
 MAP NO. 99-631

STEVEN & PEGGY HASKINS
 DB:2634, PG:1
 MAP NO. 2017-455

EDWIN & FRANCES
 STEWART
 DB:417, PG:211

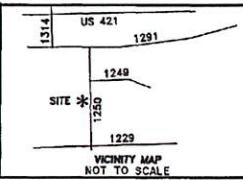
DONNIE & DONNA PATTERSON
 DB:3696, PG:733

DAVID & SHARON STEWART
 DB:3696, PG:736
 MAP 2019-76

OWNER: PAUL A. LYON
 2139 BARBECUE CHURCH RD.
 SANFORD, NC 27332-1414
 919-353-0370

STATE OF NORTH CAROLINA
 COUNTY OF HARNETT
 I, *Christine Wallace*, REVIEW OFFICER OF
 HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO
 WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
 STATUTORY REQUIREMENTS FOR RECORDING
 DATE: 8/22/19 REVIEW OFFICER: *Christine Wallace*

- LEGEND**
- LINES NOT SURVEYED
 - LINES SURVEYED
 - EIP --- EXISTING IRON PIPE
 - ECM --- EXISTING CONCRETE MONUMENT
 - EIS --- EXISTING IRON STAKE
 - EPKH --- EXISTING P.I.K. NAIL
 - ELS --- EXISTING LIGHTWOOD STAKE
 - NIS --- NEW IRON STAKE
 - NIP --- NEW IRON PIPE
 - PNIS --- P.I.K. NAIL SET
 - ERS --- EXISTING RAILROAD SPIKE
 - NRS --- NEW RAILROAD SPIKE
 - EMN --- EXISTING MAGNETIC NAIL
 - NMN --- NEW MAGNETIC NAIL
 - ECS --- EXISTING COTTON SPINDLE
 - NCS --- NEW COTTON SPINDLE
 - EPC --- EXISTING CONTROL CORNERS
 - NPC --- NEW CONTROL CORNERS
 - C/L --- CENTER LINE N/T --- NOW OR FORMALLY
 - CL --- CALCULATED POINT
 - CRAB --- CHORD BEARING AND DISTANCE
 - DLE --- DRAINAGE EASEMENT R/W --- RIGHT OF WAY
 - EX --- EXISTING AC --- ACRES



| | |
|--|------------------------|
| SURVEY FOR: PAUL A. LYON 2139 BARBECUE CHURCH RD. SANFORD, NC 27332 919-353-0370 | |
| TOWNSHIP UPPER LITTLE RIVER | COUNTY HARNETT |
| STATE: NORTH CAROLINA | DATE: AUGUST 5, 2019 |
| ZONED RA-30 | WATERSHED DISTRICT N/A |
| PID # 130620 0255 | PIN # 0620-31-4333.000 |

| | |
|---|---------------------|
| BENNETT SURVEYS F-1304 1662 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252 | |
| 60' 0 120' | SURVEYED BY: RVB |
| SCALE: 1" = 120' | DRAWN BY: MRB & RVB |
| CHECKED & CLOSURE BY: MRB | 19118 |

CDB
 CDB

2020 HOLDINGS LLC
350 WAGONER DR
FAYETTEVILLE, NC 28303

5109

63-1176/670
6136

DATE 5/05/21

CHECK ARMOR
FRAUD PROTECTION

PAY
TO THE
ORDER OF

PAUL A. LYON

\$ 5,625.00

Fifty-Six Hundred Twenty-Five & no/100

DOLLARS

Photo
Safe
Deposit
Details on back

 **FIRST
HORIZON.**

Paul M. L.

www.firsthorizon.com

FOR C. P. STEWARD RD. LOTS 1, 4 & 5

⑈005109⑈ ⑆067011760⑆ 220002270919⑈

CDB
CDB









Lyon Builders OTP

Final Audit Report

2021-05-05

| | |
|-----------------|--|
| Created: | 2021-05-05 |
| By: | Samantha Grossman (samantha@weavercompanies.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA40WLfgNydSdPr9NuzxUthvicXuou3-8j |

"Lyon Builders OTP" History

-  Document created by Samantha Grossman (samantha@weavercompanies.com)
2021-05-05 - 9:18:11 PM GMT- IP address: 65.187.226.182
-  Document emailed to Paul Lyon (lyonp70@gmail.com) for signature
2021-05-05 - 9:19:14 PM GMT
-  Document emailed to Charles D Blackwell (dustin@weavercompanies.com) for signature
2021-05-05 - 9:19:15 PM GMT
-  Email viewed by Charles D Blackwell (dustin@weavercompanies.com)
2021-05-05 - 9:19:39 PM GMT- IP address: 66.249.88.159
-  Document e-signed by Charles D Blackwell (dustin@weavercompanies.com)
Signature Date: 2021-05-05 - 9:20:31 PM GMT - Time Source: server- IP address: 65.187.226.182
-  Email viewed by Paul Lyon (lyonp70@gmail.com)
2021-05-05 - 9:29:47 PM GMT- IP address: 47.133.224.197
-  Document e-signed by Paul Lyon (lyonp70@gmail.com)
Signature Date: 2021-05-05 - 10:44:47 PM GMT - Time Source: server- IP address: 107.77.233.48
-  Agreement completed.
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