

THIS CONTRACT OF SALE, made and entered into this day of June 15, 2021, by and between BLW Holdings, LLC., (the "Seller") and Solomon Home Builders LLC., (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 County, North Carolina:

Lots 1-5 Lockamy Holdings, Inc – Josey Williams Road. Plat 2021-243:

- 1: PID 120555 0098 01. (\$65,000)
- 2: PID 120555 0098 09. (\$65,000)
- 3: PID 120555 0098 10. (\$65,000)
- 4: PID 120555 0098 11. (\$65,000)
- 5: PID 120555 0098 12. (\$65,000)

Lot 1- E Frank Weaver, III- Josey Williams Road. Plat 2021-225:

- 1: PID 120555 0098 03. (\$80,000)

2. **PURCHASE PRICE AND DEPOSIT.** Buyer shall pay to the Seller the sum of Four Hundred Five Thousand and No/100 Dollars (\$405,000.00), the "Purchase Price". The Purchase price shall be paid as follows:

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. 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.
- B. Title must be delivered at closing by General 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. Buyer acknowledges all deed notifications or restrictions to include those requiring compliance with wetlands regulations. Buyer further agrees to indemnify and hold harmless Seller for any Purchaser actions which result in noncompliance with a deed restriction to include compliance with wetland regulations.

- C. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential development is economically feasible.
- D. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- E. 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.
- F. After the date of the execution of this Contract by the Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. Should Seller elect not to cure such defects, then he immediately shall give notice to Buyer that Seller is terminating the Contract, and the Earnest Money shall be returned to Buyer. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Contract and receive a return of Earnest Money. If the Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State of North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and permitted exceptions. Seller warrants that as of the date of this Contract he holds fee simple title to the Property.
- G. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its intended use will violate any private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a

return of Earnest Money, and neither party shall then have any further obligations in connection with this Contract.

H. 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. All such inspections shall be completed by the Buyer no later than thirty (30) days after execution of this Contract by Seller. Any inspections not completed by such date shall be deemed waived by the Buyer. If the Buyer determines, as the result of any such inspections, that the Property is unsuitable for its intended use, then in Buyer's sole discretion, Buyer may provide Seller written notice thereof and may terminate this Contract, with the Buyer receiving a return of Earnest Money.

5. 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.

6. PROPERTY OWNERS ASSOCIATION DUES. Seller and Buyer mutually acknowledge that, if property owner's association dues are applicable to the Property, such dues shall be current as of the date of the Closing. Dues for the current calendar year shall be pro-rated as of the date of 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 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.

9. **EARNEST MONEY DISBURSEMENT.** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Contract by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow, such Earnest Money shall remain in escrow until such time as either (a) all parties hereto execute a written release consenting to the disposition of the Earnest Money, or (b) a court of competent jurisdiction issues its order regarding disbursement of the Earnest Money.

10. **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 Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.

11. **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.

12. **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. 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.

13. **APPLICABLE LAW.** This Contract shall be construed under the laws of the State of North Carolina.

14. 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.

15. ASSIGNMENT. This Contract may not be assigned by either party hereto without the prior written consent to the assignment by the non-assigning party.

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:

Robert Stanley
Robert Stanley (Jun 16, 2021 16:24 EDT) (SEAL)
Solomon Home Builders, LLC
By: Robert Stanley

SELLER:

Charles D Blackwell
Charles D Blackwell (Jun 15, 2021 11:45 EDT) (SEAL)
BLW Holdings, LLC
By: Charles D Blackwell

Date: 6/15/21

Date: 6/15/21

MINOR SUBDIVISION - HARNETT COUNTY
CERTIFICATION OF PREPARATION, REGISTRATION AND CORRECTION
I, the undersigned, being duly qualified and sworn, do hereby certify that this map or plat was prepared in accordance with the laws of this State and that the same is correct and true to the best of my knowledge and belief, and that I am a duly qualified and sworn surveyor and that I am duly qualified and sworn to perform the duties of my office as such.

05-27-21
Date
Surveyor

NORTH CAROLINA HARNETT COUNTY
I, Mickey R. Bennett, PLS do certify that this plot was drawn under my supervision and description recorded in Book 355, Page 355, etc) that the boundaries not surveyed are clearly indicated as drawn from information found in Book 355, Page 355, etc) that the ratio of precision as calculated is 1:100000 that this plot was prepared in accordance with G.S. 47-50 as amended. Witness my original signature, registration number and seal this 27th day of MAY A.D. 2021.



Mickey R. Bennett
L - 1514

I, MICKEY R. BENNETT, DO HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE JURISDICTION OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DEED REFERENCE DEED BOOK 3979, PAGE 350-352
MAP REFERENCE: PLAT BOOK 2021, PAGE 116, TRACT 1
TRACT 1 15.54 AC.

DAISY THOMAS HEIRS
D.B. 1014, PG. 235

WIRE ROAD S.R. 2031
60'R/W (PAVED ROAD)

FLOOD ZONE
LOT SHOWN LIE IN A MINIMAL FLOOD RISK ZONE (ZONE X) AS SHOWN ON MAP NUMBER 3720054400K.
EFFECTIVE DATE 1/5/2007

NORTH REFERENCE PLAT BK:2021, PG:116

LOT 10
P.C. E, SL. 61-C

LOT 11
P.C. E, SL. 61-C

LOT 12
P.C. E, SL. 61-C

MITCHELL L. WADFORD
D.B. 2800, PG. 563

NOTE: LOTS - 1 & 2 AND LOTS - 3 & 4
MUST USE THE 30' X 30'
JOINT DRIVEWAY EASEMENT ONLY
TO ACCESS NCSR # 2027
NO OTHER ACCESS ALLOWED

TOM O. PEMBERTON
D.B. 1406, PG. 949

DENNIS E. THOMAS
D.B. 1865, PG. 532
LOT 1
PLAT H 2003-1147

MINIMUM BUILDING SETBACKS
FRONT YARD 35'
REAR YARD 25'
SIDE YARD 10'
CORNER LOT SIDE YARD 20'
MAXIMUM HEIGHT 30'

CONTROL CR.
EIP

4.608 AC. TOTAL
0.087 AC. R/W
4.511 AC. NET

2.662 AC. TOTAL
0.116 AC. R/W
2.546 AC. NET

2.709 AC. TOTAL
0.116 AC. R/W
2.593 AC. NET

2.756 AC. TOTAL
0.117 AC. R/W
2.639 AC. NET

2.803 AC. TOTAL
0.117 AC. R/W
2.686 AC. NET

TRACT 2
15.55 AC.

Minor Subdivision Approval
I hereby certify that the development depicted herein has been granted final approval from Harnett County E-011 Addressing, Environmental Health, Planning, Public Utilities, and the North Carolina Department of Transportation. This Plat is subject to any and all conditions stated below and is eligible for recordation in the Harnett County Register of Deeds within thirty days of the date below.

E-011 Addressing N/A
Public Utilities water is available
(Not For Construction)
NCDOT change of use requires re-striping permit
Subdivision Administrator Shereen Jones 6-7-21
Date



STATE OF NORTH CAROLINA
COUNTY OF HARNETT
I, Johnny Wood REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE: 6-07-2021
REVIEW OFFICER

- LEGEND
LINES NOT SURVEYED
EW - EXISTING IRON PIPE
ECSM - EXISTING CONCRETE MONUMENT
EIS - EXISTING IRON STAKE
EPIN - EXISTING PINEAL
ELB - EXISTING LIGHTWOOD STAKE
NIS - NEW IRON STAKE
NIP - NEW IRON PIPE
PINS - PINEAL SET
CIS - EXISTING CONCRETE STAKE
NNS - NEW NAILROAD SPIKE
EMN - EXISTING MAGNETIC NAIL
NNS - NEW MAGNETIC NAIL
ECS - EXISTING COTTON SPINDLE
NCS - NEW COTTON SPINDLE
CPL/CL - CENTER CORNER
CCL/CL - CENTER CORNER (CONCRETE CORNER)
C/L - CENTER LINE
N/W - NOW OR FORMALLY
CP - CALCULATED POINT
CRO - CORNER BEARING AND DISTANCE
A/C - CORNER BEARING AND DISTANCE
E/C - CORNER BEARING AND DISTANCE
E/C - CORNER BEARING AND DISTANCE
A/C - CORNER BEARING AND DISTANCE
E/C - CORNER BEARING AND DISTANCE

DOT RIGHT OF WAY DISCLAIMER
CALLS SHOWN 30' OFF CENTER LINE OF PAYMENT REQUIRED BY NCDOT HAS NO LEGAL BEARING ON TITLE OF THIS PROPERTY.

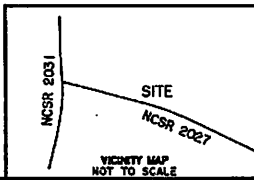
WILLIAMS FARM LLC
D.B. 2958, PG:997
PLAT BK:2019, PG:202

MINOR SUBDIVISION

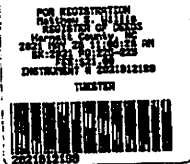
SURVEY FOR:
LOCKAMY HOLDING, INC.
941 OAK GROVE CHURCH ROAD
ANGIER, NC 27501

BENNETT SURVEYS F-1304
1662 CLARK RD., LILLINGTON, N.C. 27548
(910) 893-3252

TOWNSHIP STEWART'S CREEK	COUNTY HARNETT	30' 0 100'	SURVEYED BY: RVB	FIELD BOOK FOCUS 30/35
STATE: NORTH CAROLINA	DATE: MAY 27, 2021	SCALE: 1" = 100'	DRAWN BY: MRB	DRAWING NO 21187C
ZONED RA-20R	WATERSHED DISTRICT N/A	PID R 120555 0098 01	CHECKED & CLOSURE BY: MRB	
		PIN H 0585-63 3970.000		



CDB
CDB



MINOR SUBDIVISION - HARNETT COUNTY
CERTIFICATION OF OWNERSHIP, PEDIATION AND JURISDICTION
 I, (undersigned) certify that I am (the owner) the owner of the parcel shown and described herein and (the owner) hereby accept this plan of subdivision with my (my) free consent, establish the minimum building setback lines and dedicate all streets, alleys, walks, paths and other sites and easements to public or private use as stated, and all the land shown herein is within the jurisdiction of the County of Harnett, (I, (we)) also understand 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.
 Date 05-27-21 [Signature]
 Agent

NORTH CAROLINA HARNETT COUNTY
 I, Mickey R. Bennett, PLS do certify that this plot was drawn under my supervision and description recorded in Book SEE Page SEE, etc) that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE, Page SEE, that the ratio of precision as calculated is 1:10000; that this plot was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 27 TH day of MAY A.D. 2021.



[Signature]
 MICKEY R. BENNETT
 L - 1014

DEED REFERENCE DEED BOOK 3979, PAGES 353-355
 MAP REFERENCE: PLAT BOOK 2021, PAGE 116, TRACT 3

Minor Subdivision Approval
 I hereby certify that the development depicted herein has been granted final approval from Harnett County E-911 Addressing, Environmental Health Planning, Public Utilities, and the North Carolina Department of Transportation. This Plan is subject to any and all conditions stated below and is eligible for recordation in the Harnett County Register of Deeds within thirty days of the date below.
 E-911 Addressing NA
 Public Utilities (Not For Construction) Water Available
 NCDOT Change of use requires compliance
[Signature] 5-28-21
 Subdivision Administrator Date

TRACT 3
 TOTAL ACRES = 15.00 ACRES

WILLIAMS FARM LLC.
 DB 2858, PG 997
 MAP NO. 2019-202
 MAP NO. 2021-116

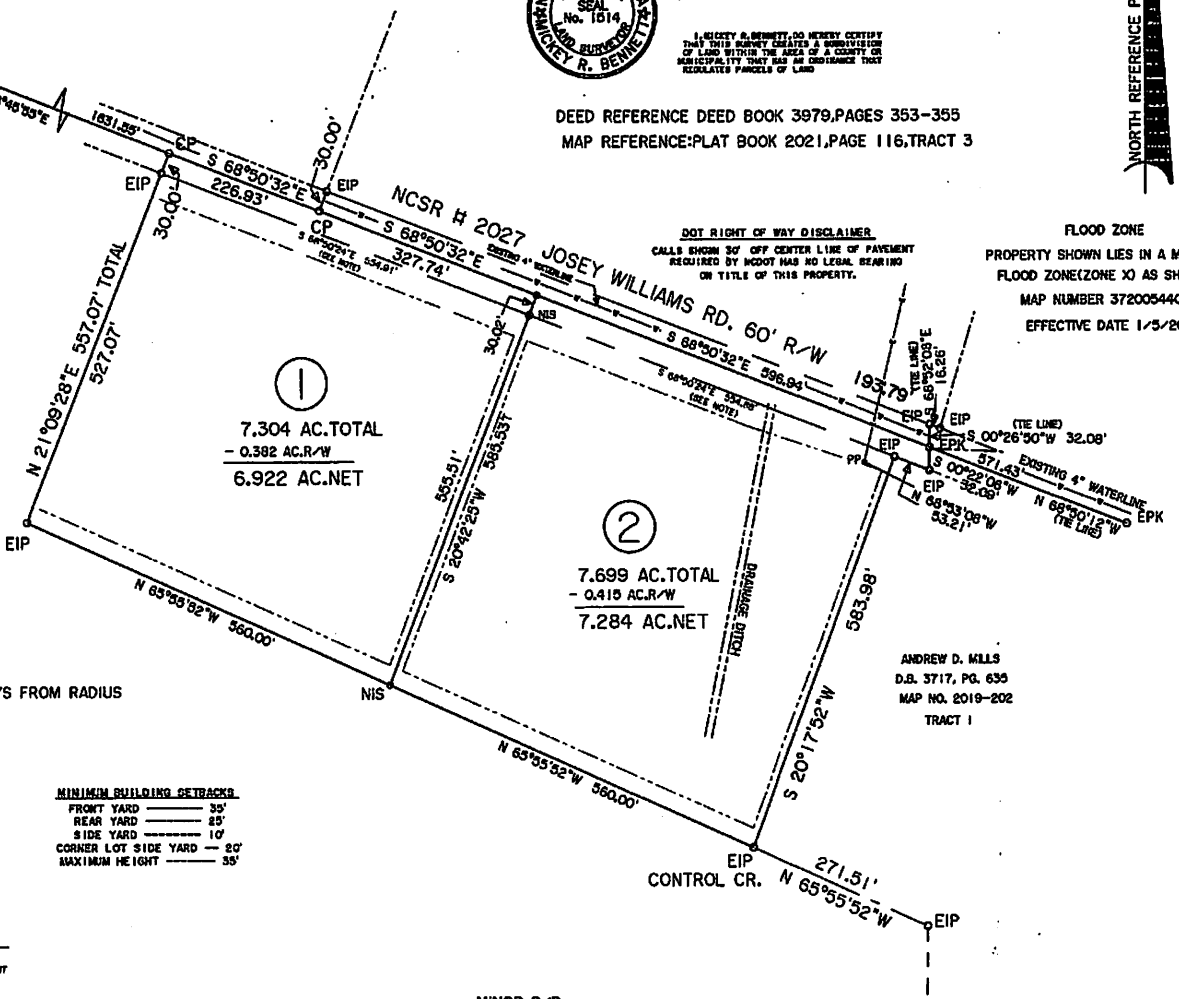
NOTE: A MINIMUM DISTANCE OF 200' BETWEEN DRIVEWAYS FROM RADIUS TO RADIUS WILL BE REQUIRED.

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

- LEGEND
- LINES NOT SURVEYED
 - LINES SURVEYED
 - EXISTING IRON PIPE
 - EXISTING CONCRETE MONUMENT
 - EXISTING IRON STAKE
 - EXISTING P.L.C.NAIL
 - EXISTING LIGHTWOOD STAKE
 - NEW IRON STAKE
 - NEW IRON PIPE
 - P.L.C.NAIL SET
 - EXISTING RAILROAD SPIKE
 - NEW RAILROAD SPIKE
 - EXISTING MAGNETIC NAIL
 - NEW MAGNETIC NAIL
 - EXISTING COTTON SPINDLE
 - NEW COTTON SPINDLE
 - CONTROL CORNERS
 - CENTER LINE (CENTER CORNERS)
 - CENTER LINE (NOT NEW OR FORMALLY CALCULATED POINT)
 - CHORD BEARING AND DISTANCE
 - BENCHMARK ELEVATION R/W - RIGHT OF WAY
 - EXISTING ADJACENT TOTAL

STATE OF NORTH CAROLINA
 COUNTY OF HARNETT
 I, [Signature] REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: 5-28-21 [Signature]
 REVIEW OFFICER

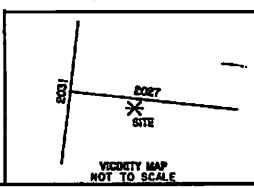
NORTH CAROLINA
 HARNETT COUNTY
 This Map/Plan was presented for registration and recorded in this office at Map Number 2021-225 this 28 day of May 2021, at 11:08 o'clock a.
 Matthew G. Willis Register of Deeds
 By: [Signature]
 Assistant Deputy Register of Deeds



DOT RIGHT OF WAY DISCLAIMER
 CALLS SHOWN 30' OFF CENTER LINE OF PAVEMENT REQUIRED BY MDOT HAS NO LEGAL BEARING ON TITLE OF THIS PROPERTY.

FLOOD ZONE
 PROPERTY SHOWN LIES IN A MINIMAL FLOOD ZONE (ZONE X) AS SHOWN ON MAP NUMBER 3720054400K.
 EFFECTIVE DATE 1/3/2007

ANDREW D. MILLS
 D.S. 3717, PG. 635
 MAP NO. 2019-202
 TRACT 1



SURVEY FOR: E. FRANK WEAVER III 350 WAGONER DR. FAYETTEVILLE, NC 28303		BENNETT SURVEYS F-1304 1682 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252	
TOWNSHIP: STEWART'S CREEK	COUNTY: HARNETT	60' 0" 120'	FIELD BOOK FOCUS 30/35
STATE: NORTH CAROLINA	DATE: MAY 27, 2021	SCALE: 1" = 120'	DRAWN BY: RVB
ZONED RA-20R	WATERSHED DISTRICT N/A	PID # 120555 0098 03	DRAWING NO. 21187E
		PIN # 0555-72-0525.000	CHECKED & CLOSURE BY: MRB

NORTH REFERENCE PLAT BOOK 2021, PAGE 116

CDB
 CDB









BLW-SHB-SPA

Final Audit Report

2021-06-16

Created:	2021-06-15
By:	Samantha Grossman (samantha@weavercompanies.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAToZ47Wbiishx3b71ldxNcXePHIHyyjqL

"BLW-SHB-SPA" History

-  Document created by Samantha Grossman (samantha@weavercompanies.com)
2021-06-15 - 3:29:29 PM GMT- IP address: 65.187.226.182
-  Document emailed to Charles D Blackwell (dustin@weavercompanies.com) for signature
2021-06-15 - 3:30:38 PM GMT
-  Document emailed to Robert Stanley (robert@westanhomes.com) for signature
2021-06-15 - 3:30:38 PM GMT
-  Email viewed by Charles D Blackwell (dustin@weavercompanies.com)
2021-06-15 - 3:44:58 PM GMT- IP address: 66.102.8.73
-  Document e-signed by Charles D Blackwell (dustin@weavercompanies.com)
Signature Date: 2021-06-15 - 3:45:49 PM GMT - Time Source: server- IP address: 65.187.226.182
-  Email viewed by Robert Stanley (robert@westanhomes.com)
2021-06-15 - 5:55:53 PM GMT- IP address: 66.249.88.147
-  Document e-signed by Robert Stanley (robert@westanhomes.com)
Signature Date: 2021-06-16 - 8:24:01 PM GMT - Time Source: server- IP address: 99.3.174.242
-  Agreement completed.
2021-06-16 - 8:24:01 PM GMT