

**NORTH CAROLINA  
HARNETT COUNTY**

**OFFER TO PURCHASE AND  
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this 11th day of August 2021, by and between Lodis B. Gauldin, (the "Seller") and BLW Holdings, LLC., 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: Being a +/- 3.0-acre portion of parcel as identified as PID: 110672 0007 duly recorded in Deed Book 1288, Page 0526, Harnett County, North Carolina, Registry.

2. **PURCHASE PRICE AND DEPOSIT.** Buyer shall pay to the Seller the sum of One Hundred Ten Thousand and No/100 (\$110,000.00) 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 One Thousand One hundred and 00/100 (\$1,100.00) Dollars as Earnest Money Deposit which shall be credited against the purchase price at closing. This \$1,100.00 Earnest Money Deposit shall entitle Purchaser to an initial due diligence period which shall expire on September 30, 2021. In the event that Buyer terminates the Purchase Agreement prior to the end of the initial due diligence period the Seller shall return the Earnest Money Deposit and the buyer shall turn over all soils and survey worked completed during the Due Diligence Period.

B. **\$108,900** due at closing on or before October 17th, 2021. 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:

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 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 development 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. After the date of the execution of this Contract by the Seller, Buyer shall, at Buyer's expense within Thirty (30) days of the date of this Contract, 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 notify the Seller within thirty (30) days of the date of this Contract 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 therefrom 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 she holds fee simple title to the Property. For the purposes of this Contract, the presence of usual and customary utility easements (power, electric, water, etc.), nor the presence or possible presence of overlaps or underlaps of boundary easements of less than 3', shall not be deemed**

a title defect allowing Buyer to demand a return of any monies paid under 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 September 30, 2021. 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.
- I. Seller shall authorize and execute an application for a minor subdivision of said parcel into 5 lots (TBD by map and boundary survey). Said subdivision shall be recorded prior to closing. Buyer shall bear all costs of the survey work, preparation and recordation of said exempt subdivision.

5. **CLOSING.** Closing shall occur **on or before** October 17, 2021, time not being of the essence. Buyer may close prior to this date provided seller agrees. 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 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 CFR172.101, 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. **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: Lodis B Gauldin  
1551 Mamie Upchurch Road  
Lillington, NC 28303.

Buyer: BLW Holdings, LLC.  
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.

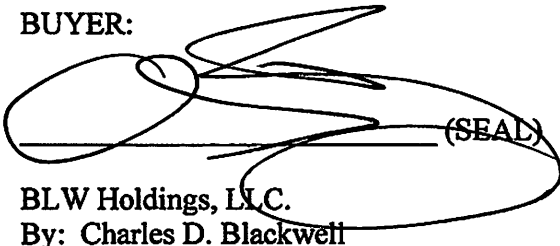
**16. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by all parties hereto.

**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)

\_\_\_\_\_  
(SEAL)  
By: Lodis B. Gauldin

BLW Holdings, LLC.  
By: Charles D. Blackwell

Date: August 11, 2021

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

BLW HOLDINGS, LLC  
350 WAGONER DRIVE  
FAYETTEVILLE, NC 28303

63-1176/670

1017

DATE

8/11/21

PAY TO THE  
ORDER OF

Lodie B. Gaudin

\$ 1,100.00

Eleven Hundred & No/100

DOLLARS

Security  
Features  
Included  
Details on back

FIRST  
HORIZON  
All Things Financial

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

FOR

EARNEST MONIES

⑈001017⑈ ⑆067011760⑆ 220003571246⑈

THE FACE OF THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TORCH OR BLUE RED IMAGE. IT WILL DISAPPEAR WITH HEAT.

North Carolina  
 Harnett County  
 Presented for registration on the \_\_\_\_\_ day of \_\_\_\_\_  
 2021, at \_\_\_\_\_  
 and recorded in Plat Book 2021, Page \_\_\_\_\_

Naberly S. Hargroves  
 Register of Deeds

STATE OF NORTH CAROLINA  
 COUNTY OF HARNETT  
 Review \_\_\_\_\_ Date \_\_\_\_\_  
 Officer of Harnett County, certify that the map or plat to which the certification is affixed meet all statutory requirements for recording.

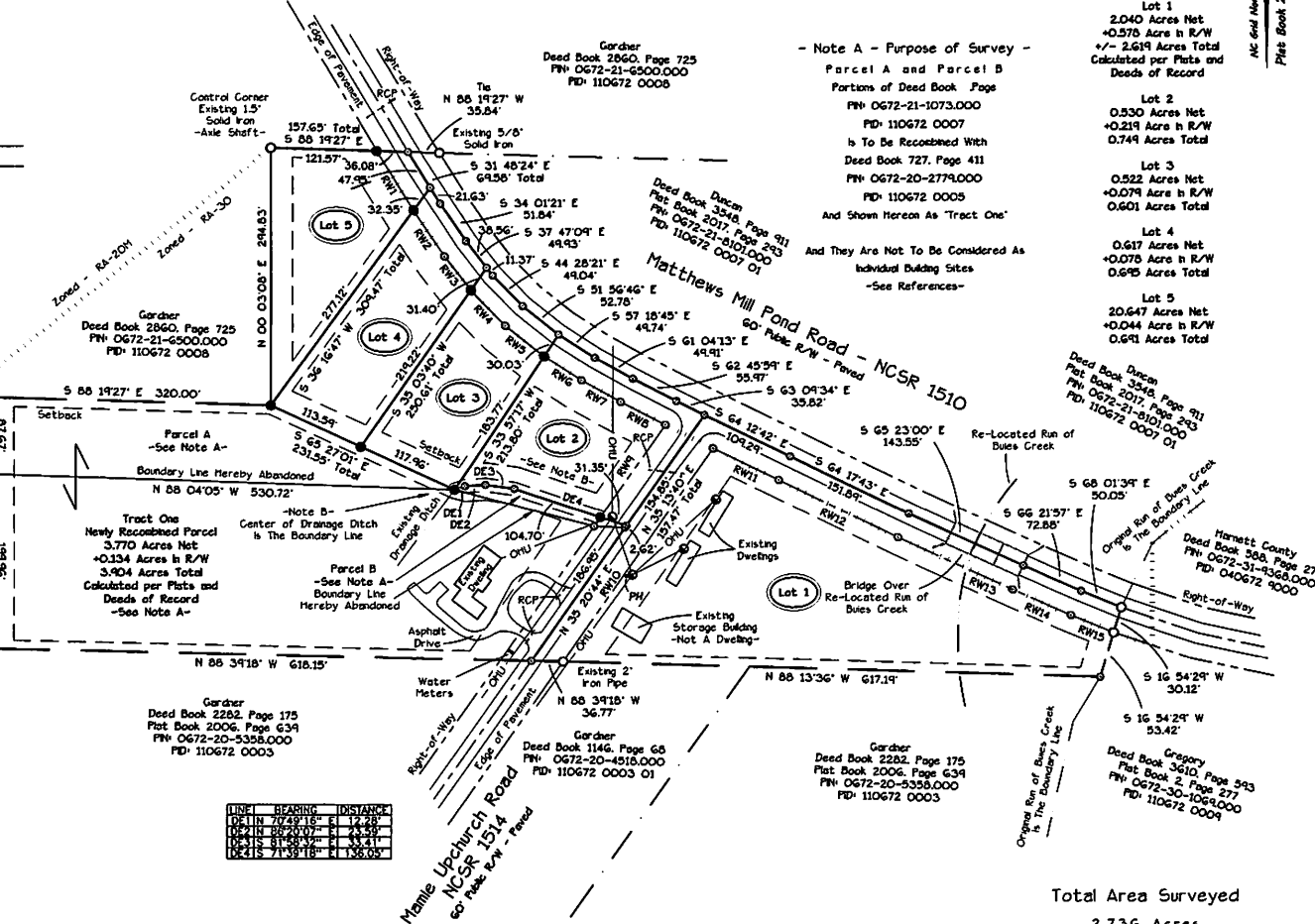
Purpose of Survey  
 Creation of Lots 1 Through 5  
 And Recombination of Parcels A + B

LINE	BEARING	DISTANCE
RW1	S 12° 20' 41" E	63.55'
RW2	S 12° 20' 41" E	63.55'
RW3	S 12° 20' 41" E	63.55'
RW4	S 12° 20' 41" E	63.55'
RW5	S 12° 20' 41" E	63.55'
RW6	S 12° 20' 41" E	63.55'
RW7	S 12° 20' 41" E	63.55'
RW8	S 12° 20' 41" E	63.55'
RW9	S 12° 20' 41" E	63.55'
RW10	S 12° 20' 41" E	63.55'
RW11	S 12° 20' 41" E	63.55'
RW12	S 12° 20' 41" E	63.55'
RW13	S 12° 20' 41" E	63.55'
RW14	S 12° 20' 41" E	63.55'
RW15	S 12° 20' 41" E	63.55'



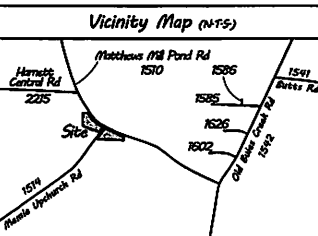
Certificate of Final Approval  
 I hereby certify that the development depicted herein has been granted final approval from Harnett County E-111 Addressing, Environmental Health, Planning, Public Utilities and the North Carolina Department of Transportation. This Plat is subject to any and all conditions stated below and is eligible for recordation in the Harnett County Register of Deeds within 30 days of the date below.

911 Addressing - \_\_\_\_\_  
 Public Utilities - \_\_\_\_\_  
 (Not for Construction)  
 HCDOT - \_\_\_\_\_  
 Subdivision Administrator \_\_\_\_\_ Date \_\_\_\_\_



Lot	Area
Lot 1	2.040 Acres Net +0.578 Acres in R/W +/- 2.618 Acres Total Calculated per Plats and Deeds of Record
Lot 2	0.930 Acres Net +0.219 Acres in R/W 0.744 Acres Total
Lot 3	0.522 Acres Net +0.079 Acres in R/W 0.601 Acres Total
Lot 4	0.617 Acres Net +0.078 Acres in R/W 0.675 Acres Total
Lot 5	20.647 Acres Net +0.044 Acres in R/W 0.671 Acres Total

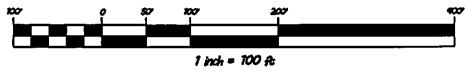
- Legend
- Existing Concrete Monument
  - Set Concrete Monument
  - Set 5/8" Solid Iron - Rebar
  - Set Nail (As Noted)
  - Calculated Point
  - Field Located Point (As Noted)
  - Existing Boundary Marker (As Noted)
  - ⊕ Fire Hydrant
  - ⊕ Utility Pole
  - OHU Over Head Utility
  - RCP Reinforced Concrete Pipe
  - NTS Not To Scale
  - E/S Either Side
  - SF Square Feet



Certificate of Ownership, Dedication and Jurisdiction  
 I (we) hereby certify that I am (we are) the owner(s) or owner(s) of the property shown and described herein, which is located in the subdivision registration jurisdiction of Harnett County, North Carolina and that I (we) adopt the plan of subdivision with my (our) free consent, establish the various building setback lines as noted and dedicate all streets, right-of-ways and easements to public or private use as noted herein. I (we) further acknowledge that I (we), or any subsequent owners CAN NOT use the minor subdivision provision within 3-years on the property or any other property located within 1,500 feet of the boundaries of the property.

Current Owners:  
 Lodi Butts Gauldin  
 1551 Mamie Upchurch Road  
 Lillington, NC 27546

Reference:  
 Being The Reassing Portion of:  
 Deed Book 727, Page 411  
 Deed Book 1288, Page 529  
 Being Portions of Lots 2 + 3 of  
 Plat Book B, Page 42  
 Forcerial Map Book 10, Page 74  
 PN: 0672-21-1073.000 / PD: 110672 0007  
 and PN: 0672-20-2774.000 / PD: 110672 0005



I further certify that the property shown herein is NOT located in a special Flood hazard area as determined by the Federal Emergency Management Agency.

Flood Hazard Zone X  
 Map 37200662001  
 Panel 0662  
 Effective: 3 October 2006

Professional Surveyor Seal for Steven W. Mullins, PLS L-4740

Total Area Surveyed  
 2.736 Acres  
 All Areas Calculated By  
 Coordinate Method  
 -Unless Otherwise Noted-

-Lots 1 through 5-  
 That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

-Tract One-  
 That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception or exception to the definition of subdivision.

I, Steven W. Mullins, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 727, Page 411; Book 1288, Page 529; Plat Book B, Page 42 - that the boundaries not surveyed are clearly indicated as drawn from information found in Book \_\_\_\_\_ page \_\_\_\_\_ (N/A) that the ratio of precision or positional accuracy as calculated is 1:10,000, that the plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal the 23rd day of August 2021 A.D.

Professionally Surveyed By:  
**ATLAS Surveying & Mapping**  
 1503 Old Carthensan Road  
 Sanford, NC 27330  
 (919) 721-9618  
 F-1458  
 AtlasSurveyingAndMapping@gmail.com

Revisions:  
 Survey For  
 Lodi Butts Gauldin  
 1551 Mamie Upchurch Road  
 Lillington, NC 27546

Minor Subdivision and Recombination Survey  
 of Property Owned By  
 Lodi Butts Gauldin  
 1551 Mamie Upchurch Road  
 Lillington, NC 27546

City Limits: None  
 State: North Carolina  
 County: Harnett  
 Township: Mullis Creek  
 Drawn By: SUFFR  
 Checked By: SUFFR2  
 Scale: T = 1" = 100'  
 Date: 23 August 2021  
 PIN: See Reference