



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Appeal Form**

Submitted to Planning: 7-28-16 Received By: Paul Lowe Fee /Receipt #: \$200.00/
Date/Time Name
Submitted to Clerk: _____ Received By: _____ Case Number: _____
Date/Time Name

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this appeal will not be processed until appeal fees are paid and the form below is completed and signed. Appeals must be filed within fifteen (15) days of a Planning Board decision.

Persuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby appeal(s) the decision of the Guilford County Planning Board made on July 13, 2016 in case number 16-05-GCPL 02336 Said property is located 1,475 ft SE from intersection of Ariel Farm Rd and Church St

in Monroe Township; Being a total of: 31.39 acres.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge.

Respectfully Submitted,

James S. Kramer MD
Applicant Signature
[Signature]
Name
2220 Ariel Farm Rd
Mailing Address
Coleensboro NC 27455
City, State and Zip Code
336 337 1366
Phone Number

Applicant Signature

Name

Mailing Address

City, State and Zip Code

Phone Number

Original - Clerk to the Board 1st Copy - Applicant 2nd Copy - Planning and Development Department



GUILFORD COUNTY PLANNING AND DEVELOPMENT

July 14, 2016

Ariel Farm LLC
3714 Alliance Drive
Suite 300
Greensboro, NC 27407

REZONING CASE #16-05-GCPL-02336

Following a public hearing on July 13, 2016 requesting a rezoning of the property located approximately 1,475 ft. southeast from the intersection of Ariel Farm Road and Church Street in Monroe Township, being Guilford County Tax Parcel #0129358 (portion of), approximately 15.29 acres owned by Ariel Farm LLC, the Guilford County Planning Board approved the request to rezone this property from RS-40 to RS-30.

This decision is final unless it is appealed by 5:00 pm on July 28, 2016. If appealed, you will be notified by the Clerk to the Board of County Commissioners of the place, date, and time of the public hearing.

Very truly yours,

Leslie P. Eger, Secretary
Guilford County Planning Board

/l

cc: Robin Keller, Clerk to Board of County Commissioners



GUILFORD COUNTY PLANNING AND DEVELOPMENT

July 14, 2016

Christopher Lyons
3625 N Elm Street
Suite 110-B
Greensboro, NC 27455

REZONING CASE #16-05-GCPL-02336

Following a public hearing on July 13, 2016 requesting a rezoning of the property located approximately 1,475 ft. southeast from the intersection of Ariel Farm Road and Church Street in Monroe Township, being Guilford County Tax Parcel #0129358 (portion of), approximately 15.29 acres owned by Ariel Farm LLC, the Guilford County Planning Board approved the request to rezone this property from RS-40 to RS-30.

This decision is final unless it is appealed by 5:00 pm on July 28, 2016. If appealed, you will be notified by the Clerk to the Board of County Commissioners of the place, date, and time of the public hearing.

Very truly yours,

Leslie P. Eger, Secretary
Guilford County Planning Board

/l

cc: Robin Keller, Clerk to Board of County Commissioners



GUILFORD COUNTY PLANNING AND DEVELOPMENT

July 14, 2016

Joseph & Melissa Pezik
404 James Doak Parkway
Greensboro, NC 27455

REZONING CASE #16-05-GCPL-02336

Following a public hearing on July 13, 2016 requesting a rezoning of the property located approximately 1,475 ft. southeast from the intersection of Ariel Farm Road and Church Street in Monroe Township, being Guilford County Tax Parcel #0129346, approximately 16.1 acres owned by Joseph & Melissa Pezik the Guilford County Planning Board approved the request to rezone this property from RS-40 to RS-30.

This decision is final unless it is appealed by 5:00 pm on July 28, 2016. If appealed, you will be notified by the Clerk to the Board of County Commissioners of the place, date, and time of the public hearing.

Very truly yours,

Leslie P. Eger, Secretary
Guilford County Planning Board

/l

cc: Robin Keller, Clerk to Board of County Commissioners



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Rezoning Application**

Date Submitted: 6/14/2016 Fee/Receipt # \$500.00 / ✓ Case Number 16-05-GePL-02336

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS-40 zoning district to the RS-30 zoning district.

Said property is located 212 Ariel Farm Road; Greensboro, NC 27455

in Monroe Township; Being a total of: ±16.1 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 0 1 2 9 3 4 6 ✓

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Check One:

- ☒ The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
☐ The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- ☒ Public services (i.e. water and sewer) are not requested or required.
☐ Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- ☒ The applicant is the property owner(s)
☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
☐ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease is attached (financial figures may be deleted).
☐ The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Respectfully Submitted,

Joseph P. and Melissa A. Pezik
Property Owner Signature

Joseph P. and Melissa A. Pezik

Name

204 Ariel Farm Road

Mailing Address

Greensboro, NC 27455

City, State and Zip Code

336-601-7259

Phone Number

Name

Mailing Address

City, State and Zip Code

Phone Number

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": Joseph and Melissa Pezik

(b) "Buyer": LD Equity Inc.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

Street Address: 212 Ariel Farm Rd (Apprx 5 +/- acres) 16.1 AC

City: Greensboro Zip: 27455

County: Guilford, 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 _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: _____

Other description: See Exhibit A

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price": _____

\$ _____
\$ _____
\$ _____

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) ☐ with this offer OR ☒ delivered within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer.

\$ _____

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE with regard to said date.

\$ _____

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).

\$ _____

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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 good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

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



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Buyer initials CP Seller initials _____

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "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 upon Seller's request 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): Isaacson Isaacson Escrow

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.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period 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.

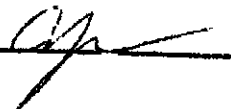
(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall 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(f) 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 TIME BEING OF THE ESSENCE with regard to said date.

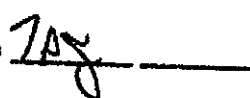
(k) "Settlement": The proper execution and delivery to the settlement agent of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the settlement agent's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on Within 30 Days after successful rezoning to CU - RS 30 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials



Seller initials



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(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. Closing 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 settlement agent'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 settlement agent after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the settlement agent 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 settlement agent 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).

(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 or not it is fully payable at time of Settlement.

2. BUYER'S DUE DILIGENCE PROCESS:

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

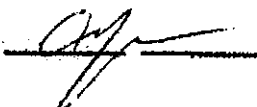
(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, 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:

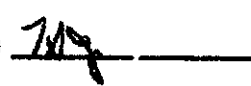
- (i) **Soil, Utilities And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable 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 Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (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.

(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.

Buyer initials



Seller initials



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(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.

WARNING: 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 shall 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 Sellers 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.

(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 have 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 ☐ 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. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, 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) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

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

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

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Buyer Initials _____ Seller Initials JA

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- ☐ 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 no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

(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 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:** Seller agrees to use best efforts to deliver to Buyer 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. 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; and (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.

(b) **Access to Property/Walk-Through Inspection:** 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 an opportunity to 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.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement 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 as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement 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.

(e) **Payment and Satisfaction of Liens:** 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.

(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property; except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances 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 terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

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Buyer initials _____

Seller initials 719

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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.

(g) **Deed, Excise Taxes:** 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 required by law. The deed is to be made to: To be determined

(h) **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, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

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

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **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 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 settlement agent 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, or to further 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 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. **OTHER PROVISIONS AND CONDITIONS:** 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.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- ☐ Additional Provisions Addendum (Form 2A11-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)

☒ **OTHER:** SEE ATTACHED ADDITIONAL PROVISIONS

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. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" 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.

Buyer initials

[Signature]

Seller initials

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STANDARD FORM 12-T
Revised 1/2012
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19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** 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.

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.

Date: 3-28-16
Buyer [Signature] (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: 3/23/16
Seller [Signature] (SEAL)

Date: _____
Seller MM Real Estate LLC (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

(NOTE: INSERT THE 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: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____

Acting as ☐ Buyer's Agent ☐ Seller's (sub) Agent ☐ Dual Agent

Mailing Address: _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____

Acting as ☐ Seller's Agent ☐ Dual Agent

Mailing Address: _____

Individual Listing Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Firm: _____

By: _____

(Signature)

(Print name)

Exhibit A

Gaston County, NC



Roughly 5 +/- acres shaded in light blue, comprised of lot #'s
14, 15, 16 & 17 on this sketch

Disclaimer: While every effort is made to make the information provided on this document accurate and up-to-date, Gaston County does not accept any liability for the accuracy or reliability of such information. For more information, please contact the County Clerk's Office. This document is provided for informational purposes only and is not intended to be used as a legal document. Page 5 of 5
 1 inch = 200 feet
 12/7/2015



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Rezoning Application**

Date Submitted: 6/14/2016 Fee/Receipt # \$500.00 / ✓ Case Number 16-05-Gepl-02336

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS-40 zoning district to the RS-30 zoning district.

Said property is located 208 Ariel Farm Road; Greensboro, NC 27455

in Monroe Township; Being a total of: ±15.29 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 0 1 2 9 3 5 8 PT.

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Check One:

- ☐ The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
☒ The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- ☒ Public services (i.e. water and sewer) are not requested or required.
☐ Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- ☐ The applicant is the property owner(s)
☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
☒ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease is attached (financial figures may be deleted).
☐ The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Respectfully Submitted,

Property Owner Signature

Name

Mailing Address

City, State and Zip Code

Phone Number


Christopher Lyons

Name

3625 N. Elm Street 110-B

Mailing Address

Greensboro, NC 27455

City, State and Zip Code

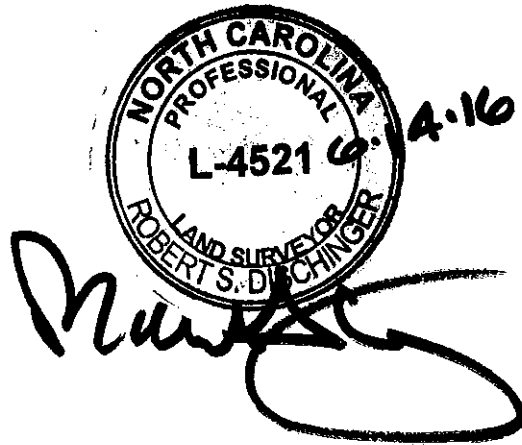
336-671-1858

Phone Number

LEGAL DESCRIPTION FOR
MADISON MEADOWS
CENTER GROVE TOWNSHIP~GUILFORD COUNTY
PAGE 1 OF 2

BEGINNING AT AN EXISTING IRON PIPE IN THE SOUTHERN 60 FOOT PUBLIC RIGHT OF WAY FOR ARIEL FARM ROAD (STATE ROAD #5202) AND BEING THE SOUTHEASTERN CORNER OF LOT 3 OF NATALIES PLACE AS RECORDED IN PLAT BOOK 191 PAGE 96, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ARIEL FARM ROAD BEING A CURVE TO THE LEFT A CHORD BEARING OF S 60 DEG. 09 MIN. 15 SEC. E CHORD DISTANCE BEING 178.47 FEET AND HAVING A RADIUS OF 198.25 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE LINE OF ARIEL FARM AS RECORDED IN DEED BOOK 7777 PAGE 961 TRACT 1 N 87 DEG. 01 MIN. 14 SEC. W DISTANCE BEING 147.60 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SAME S 39 DEG. 34 MIN. 57 SEC. W DISTANCE BEING 74.85 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SAME S 53 DEG. 50 MIN. 56 SEC. E DISTANCE BEING 830.12 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE SAME S 11 DEG. 33 MIN. 29 SEC. W DISTANCE BEING 451.00 FEET TO THE CENTER OF SQUIRREL CREEK, THENCE WITH THE CENTER OF SQUIRREL CREEK N 86 DEG. 42 MIN. 08 SEC. W DISTANCE BEING 195.87 FEET TO A POINT, THENCE WITH THE CENTER OF SQUIRREL CREEK N 78 DEG. 08 MIN. 18 SEC. W DISTANCE BEING 206.21 FEET TO A POINT, THENCE WITH THE CENTER OF SQUIRREL CREEK N 67 DEG. 23 MIN. 33 SEC. W DISTANCE BEING 222.14 FEET TO A POINT, THENCE WITH THE CENTER OF SQUIRREL CREEK N 65 DEG. 42 MIN. 30 SEC. W DISTANCE BEING 163.23 FEET TO A POINT IN THE CENTER OF SQUIRREL CREEK, THENCE WITH THE EAST LINE OF MAXINE R. ELLIS AS RECORDED IN DEED BOOK 2423 PAGE 621 N 14 DEG. 32 MIN. 10 SEC. E DISTANCE BEING 419.08 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE NORTH LINE OF SAID MAXINE R. ELLIS N 75 DEG. 34 MIN. 13 SEC. W DISTANCE BEING 449.82 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE EASTERN LINE OF DONALD L. MARLOW AS RECORDED IN DEED BOOK 4713 PAGE 30 N 14 DEG. 17 MIN. 59 SEC. E DISTANCE BEING 99.91 FEET TO AN EXISTING IRON PIPE, THENCE WITH THE EASTERN LINE OF DAVID M. SUMMERS AS RECORDED IN DEED BOOK 4707 PAGE 314 N 14 DEG. 42 MIN. 30 SEC. E DISTANCE BEING 199.81 FEET TO AN AXLE, THENCE WITH THE EASTERN LINE OF M&J DEVELOPERS AS RECORDED IN DEED BOOK 7777 PAGE 952 N 14 DEG. 32 MIN. 30 SEC. E DISTANCE BEING 44.13 FEET TO A NEW IRON PIPE,

THENCE A NEW LINE WITH ARIEL FARM, LLC N 88 DEG. 17 MIN. 07 SEC. E
DISTANCE BEING 164.78 FEET TO AN EXISTING IRON PIPE BEING THE
SOUTH WEST CORNER OF LOT 3 OF NATALIES PLACE AS RECORDED IN
PLAT BOOK 191 PAGE 96, THENCE WITH THE SOUTHERN LINE OF SAID
LOT 3 OF NATALIES PLACE N 88 DEG. 17 MIN. 07 SEC. E DISTANCE BEING
290.95 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING
15.29 ACRES MORE OR LESS.



EVANS ENGINEERING, INC.
4809 DUNDAS DR.
GREENSBORO, NC 27402
PHONE (336) 854-8877
FAX (336) 854-8878
LICENSE # C-0386

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": Ariel Farm LLC

(b) "Buyer": LD Equity Inc.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

Street Address: 204 Ariel Farm Rd (Apprx 13 +/- acres) 15.8 AC

City: Greensboro Zip: 27455

County: Guilford, 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 _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: _____

Other description: See Exhibit A

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price": _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) ☐ with this offer OR ☐ delivered within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE with regard to said date.

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).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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 good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



This form jointly approved by:

North Carolina Bar Association

North Carolina Association of REALTORS®, Inc.

Buyer initials _____

Seller initials _____

Page 1 of 9



STANDARD FORM 12-T

Revised 1/2012

© 1/2012

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "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 upon Seller's request 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): Isaacson Isaacson Escrow

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.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period 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 conduct Due Diligence 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(l) 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 TIME BEING OF THE ESSENCE with regard to said date.

(k) "Settlement": The proper execution and delivery to the settlement agent 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 settlement agent's receipt of all funds necessary to complete such transaction.

Within 30 Days after successful rezoning

(l) "Settlement Date": The parties agree that Settlement will take place on to CU - RS 30
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials

Seller initials

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. Closing 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 settlement agent'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 settlement agent after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the settlement agent 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 settlement agent 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).

(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 or not it is fully payable at time of Settlement.

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

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

(NOTE: 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 since the Loan is not a condition of the Contract.)

(b) **Property Investigation**: During the Due Diligence Period, 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:

- (i) **Soil, Utilities 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 Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (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.

(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.

Buyer initials Seller initials

(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.

WARNING: 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 shall 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.

(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 have 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 ☐ 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. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, 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) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

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

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

Page 4 of 9

Buyer initials Seller initials

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- ☐ 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 no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

(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 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:** Seller agrees to use best efforts to deliver to Buyer 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. 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; and (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.

(b) **Access to Property/Walk-Through Inspection:** 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 an opportunity to 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.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement 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 as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement 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.

(e) **Payment and Satisfaction of Liens:** 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.

(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property; except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances 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 terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

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Buyer initials _____

Seller initials _____

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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.

(g) **Deed, Excise Taxes:** 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 required by law. The deed is to be made to: To be determined

(h) **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, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

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

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **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 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 settlement agent 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, or to further 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 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. **OTHER PROVISIONS AND CONDITIONS:** 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.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- ☐ Additional Provisions Addendum (Form 2A11-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)

☒ **OTHER:** SEE EXHIBIT B FOR ADDITIONAL PROVISIONS & CONDITIONS

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. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" 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.

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Buyer initials



Seller initials

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Revised 1/2012

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19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** 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.

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.

Date: 3-28-11
Buyer [Signature] (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

(NOTE: INSERT THE 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: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____

Acting as ☐ Buyer's Agent ☐ Seller's (sub) Agent ☐ Dual Agent

Mailing Address: _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____

Acting as ☐ Seller's Agent ☐ Dual Agent

Mailing Address: _____

Individual Listing Agent: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: _____

By: _____

(Signature)

(Print name)

NOTE: For condominium resales or when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Seller: Joseph P. Pezik, Melissa A. Pezik

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Except with regard to Confirmed Special Assessments, Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

Owners' association website address, if any: _____

☐ Other (specify) N/A

Buyer initials Seller initials

ADVANTAGE BUILD, LLC, 1714 Alliance Drive Suite 300 Greensboro, NC 27407
Joseph Pezdek

Phone: (336) 601-7239

Fax: (336) 793-2532

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

212 Ariel Farm

☐ Other (specify) N/A

3. As of this date, there are no other dues, fees or Special Assessments, Confirmed or Proposed, payable by the Development's property owners, except: N/A

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: N/A

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: N/A

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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.

Date: 3-23-16

Buyer: [Signature]
LD Equity Inc.

Date: _____

Buyer: _____

Entity Buyer:

LD Equity Inc.

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Date: 3/23/2016

Seller: [Signature]
Joseph P. Pezik

Date: 3/23/2016

Seller: [Signature]
Melissa A. Pezik

Entity Seller:

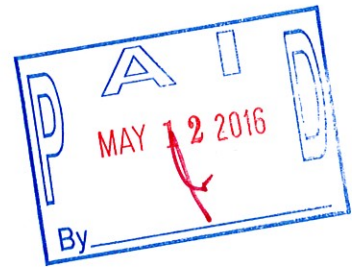
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____



GUILFORD COUNTY RECEIPT

Planning & Development
400 West Market Street
Greensboro, NC 27402
336-641-3334 - Planning
336-641-3707 - Permitting

Environmental Health
400 West Market Street
Greensboro, NC 27402
336-641-7613

RECEIPT INFO

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Payor</u>	<u>Payment Method</u>	<u>Check/CC #</u>	<u>Receipt Amount</u>
113869	05/12/2016		Check		\$500.00

Cashier ID: LJIMENEZ

<u>Fee Item Description</u>	<u>Account Code</u>	<u>Amount</u>
Rezoning Fees	160110 45134	\$500.00
	<u>Total</u>	\$500.00

APPLICATION INFO

<u>Application #</u>	<u>Application Type</u>	<u>Application Name</u>
16-05-GCPL-02336	Building/Guilford County/Planning/Rezoning-Special Use Permit	Madison Meadows

PROPERTY INFO

<u>Property Address</u>	<u>Property Owner</u>	<u>Parcel #</u>
9999 Ariel Farm RD Guilford, NC 99999	Ariel Farm Llc 3714 Alliance Dr #300 Greensboro, Nc 27407	0129358

CONTACT INFO

<u>Contact Name</u>	<u>Contact Type</u>
---------------------	---------------------

LICENSED PROFESSIONAL INFO

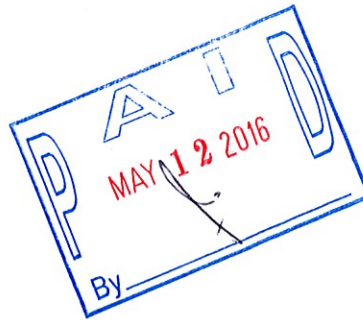
<u>Primary</u>	<u>License #</u>	<u>License Type</u>	<u>Licensed Prof</u>	<u>Business Name</u>	<u>Lawson #</u>
----------------	------------------	---------------------	----------------------	----------------------	-----------------

Invoice Detail

Permit ID #: 16-05-GCPL-02336
Invoice #: 117926
Invoice Date: 05/12/2016 14:01:30

Period	Fee Item	Qty	Fee
BUILDING	Rezoning Fees	1	\$500.00

Total Fee: \$500.00





**GUILFORD COUNTY
PLANNING AND DEVELOPMENT
PLANNING BOARD**

NOTICE OF PUBLIC HEARING

BB&T Building

JOHN H. MCADOO CONFERENCE ROOM, THIRD FLOOR

201 WEST MARKET STREET

GREENSBORO, NORTH CAROLINA 27401

July 13, 2016

6:00 P.M.

CASE # 16-05-GCPL-02336

The Guilford County Planning Board has been requested to rezone property from RS-40 to RS-30. The property is located 1,475 ft. southeast from the intersection of Ariel Farm Road and Church Street in Monroe Township. Being Guilford County Tax Parcel #0129358 (portion of) & #0129346. Approximately 31.39 Acres owned by Ariel Farm LLC & Joseph & Melissa Pezik.

The RS-40, Residential Single-Family District is primarily intended to accommodate single-family detached dwellings on large lots in areas without access to public water and wastewater services. The district is established to promote single-family detached residences where environmental features, public service capacities or soil characteristics necessitate very low density single-family development. The overall gross density in RS-40 areas will typically be 1.0 unit per acre or less.

The RS-30, Residential Single-Family District is primarily intended to accommodate low density single-family detached dwellings on large lots in areas without access to public water and wastewater services. The overall gross density in RS-30 areas will typically be 1.3 units per acre or less.

Since this notice is sent only to adjoining and adjacent property owners, please discuss it with other residents who may have an interest in this request. Anyone wishing to be heard on this matter should appear at the public hearing, or arrange to be represented. Any petition should be submitted in duplicate.

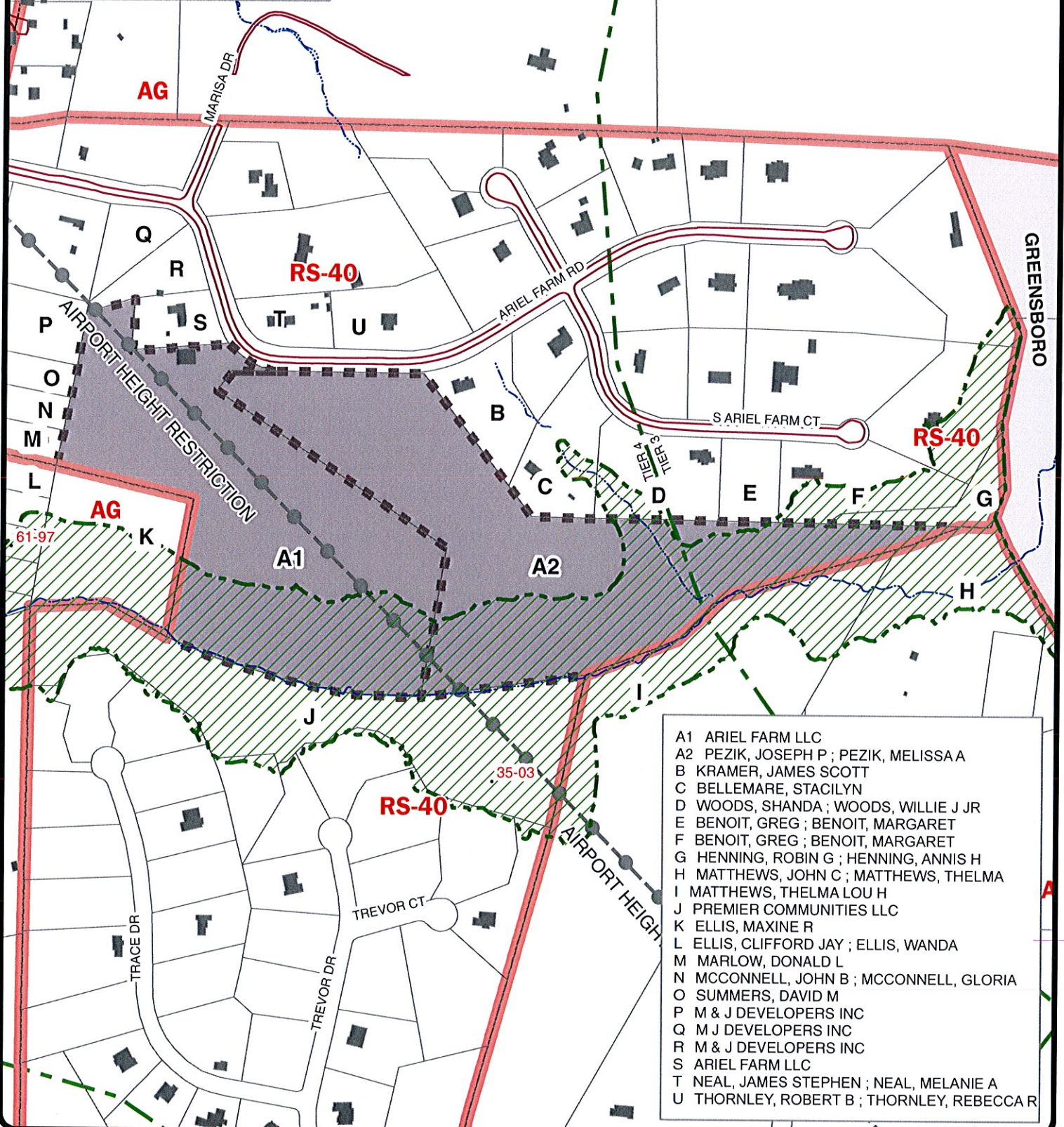
If you have any questions, please contact the Guilford County Planning Department at 336-641-3334.

A handwritten signature in black ink, appearing to read "Leslie P. Eger".

Leslie P. Eger, Secretary
Guilford County Planning Board

400 W Market Street
Post Office Box 3427, Greensboro, North Carolina 27402
Telephone (336) 641-3334 Fax (336) 641-6988

RS-40 TO RS-30 +/-31.9 Acres



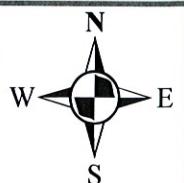
- A1 ARIEL FARM LLC
- A2 PEZIK, JOSEPH P ; PEZIK, MELISSA A
- B KRAMER, JAMES SCOTT
- C BELLEMARE, STACILYN
- D WOODS, SHANDA ; WOODS, WILLIE J JR
- E BENOIT, GREG ; BENOIT, MARGARET
- F BENOIT, GREG ; BENOIT, MARGARET
- G HENNING, ROBIN G ; HENNING, ANNIS H
- H MATTHEWS, JOHN C ; MATTHEWS, THELMA
- I MATTHEWS, THELMA LOU H
- J PREMIER COMMUNITIES LLC
- K ELLIS, MAXINE R
- L ELLIS, CLIFFORD JAY ; ELLIS, WANDA
- M MARLOW, DONALD L
- N MCCONNELL, JOHN B ; MCCONNELL, GLORIA
- O SUMMERS, DAVID M
- P M & J DEVELOPERS INC
- Q M J DEVELOPERS INC
- R M & J DEVELOPERS INC
- S ARIEL FARM LLC
- T NEAL, JAMES STEPHEN ; NEAL, MELANIE A
- U THORNLEY, ROBERT B ; THORNLEY, REBECCA R



JURISDICTION:
GUILFORD COUNTY
Guilford County
Planning & Development
Department

Rezoning Case #
16-05-GCPL-02336
Township: MONROE
Scale: 1" = 400'

Map:
0129358
0129346





GUILFORD COUNTY

CERTIFICATION OF ZONING NOTIFICATION

REZONING CASE # 16-05-GCPL-02336

Pursuant to G. S. 153A-343, as amended, this is to certify to the Board of Commissioners of Guilford County that the owner (s) of that parcel of land in **Rezoning Case # 16-05-GCPL-02336** as shown on the County Tax Map for the affected Parcel and the owner(s) of all the Parcels of land abutting that parcel as shown on the County Tax Map were mailed a notice of the proposed rezoning by First Class Mail at the last address listed for such owner(s) on the County Tax Abstracts.

Sauri Chow

Name

27 Jan 16

Date

Nature of the Request

This request is to rezone approximately 31.39 Acres from RS-40 to RS-30.

District Descriptions

The RS-40, Residential Single-Family District is primarily intended to accommodate single-family detached dwellings on large lots in areas without access to public water and wastewater services. The district is established to promote single-family detached residences where environmental features, public service capacities or soil characteristics necessitate very low density single-family development.

The RS-30, Residential Single-Family District is primarily intended to accommodate low density single-family detached dwellings on large lots in areas without access to public water and wastewater services. The overall gross density in RS-30 areas will typically be 1.3 units per acre or less.

Property Specifics

Applicant/property owner: Christopher Lyons, (Applicant), Ariel Farm LLC & Joseph & Melissa Pezik, (Owners).

Property location: Located 1,475 ft. southeast from the intersection of Ariel Farm Road and Church Street in Monroe Township.

Legal description: Being Guilford County Tax Parcel #0129358 (portion of) & #0129346. Approximately 31.39 Acres.

Zoning History of Denied Cases: None.

Character of the Area

Land uses in this portion of Guilford County are primarily low-density residential.

Existing Land Use(s) on the Property: Vacant

Surrounding Uses:

North: Residential
South: Residential/Open Floodplain
East: Residential
West: Residential

Historic Properties: There are no inventoried properties located on or near this property. No cemeteries are shown on this property but efforts should be made to rule out the potential of unknown gravesites.

Infrastructure and Community Facilities

School District Information				
Guilford County School System				
Schools Serving	Maximum Built	20th Day Enrollment	Mobile Classrooms	Additional Students
Zoning Site	Capacity	2015-2016		
Elementary: -Northern ES	824	594	3	11-12
Middle: Northern MS	1114	860	0	7-8
High School: Northern HS	1359	1357	0	5-6
Remarks: Northern High School is near capacity.				

Emergency Response:

Fire Protection District: Fire District # 13.
Miles from Fire Station: Approximately 1.4 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells.

Transportation:

Existing Conditions: Ariel Farm Road no ADT available for this two-land residential street.

Proposed Improvements: None

Projected Traffic Generation: Approximately 180 Trips per Day

ENVIRONMENTAL ASSESSMENT

Topography: Gentle to moderate slopes present throughout property.

Regulated Floodplain/Wetland: The 1% annual chance flood (100-year flood) regulatory floodplain exists upon the property. A "blue line" stream is indicated on property and could be subject to the Jordan Lake Riparian Buffer requirements.

Streams and Watershed: Property is located in the Greensboro (Reedy Fork) watershed WS-III along with Tier 3 and Tier 4 of the watershed critical area. Property is therefore restricted to 1 DU/3 AC or less within Tier 3 and 1 DU/1 AC or less within Tier 4.

Land Use Analysis

Land Use Plan: Northern Lakes Area Plan.

Plan Recommendation: AG Rural Residential up to 2 Units per acre.

Consistency: This request is consistent with the Northern Lakes Area Plan, Compatible with the surrounding uses and zoning, and is in the public interest through the provision of future residential structures.

Staff Recommendation

Staff recommends approval.

Approval of this request will enable the applicant to develop the property with single family stick built structures.

Area Plan Amendment Recommendation

No Area Plan amendment recommendation is necessary for this request if approved. The plan recommendation for low-density residential use is consistent with this rezoning request.

ZONING AMENDMENT STATEMENT OF CONSISTENCY

The Guilford County Planning Board believes that its action to **approve/deny** this zoning amendment located on Guilford County Tax Map Parcel #0129358 (portion of) & #0129346, from RS-40 to RS-30, to be consistent/inconsistent with the adopted Northern Lakes Area Plan and considers the action to be reasonable and in the public interest for the following reasons:

(Choose from the following based on the motion.)

*Factors that support **approval** of the rezoning request:*

1. It is generally consistent with the land use category indicated for the property on the Northern Lakes Area Plan Future Land Use Map.
2. Although the request is inconsistent with the adopted Northern Lakes Area Plan, it has been determined that zoning the property to RS-30 is compatible with the surrounding area and uses.
3. Other factors raised at the public hearing, if applicable, are: (describe here)

*Factors that support **denial** of the rezoning request:*

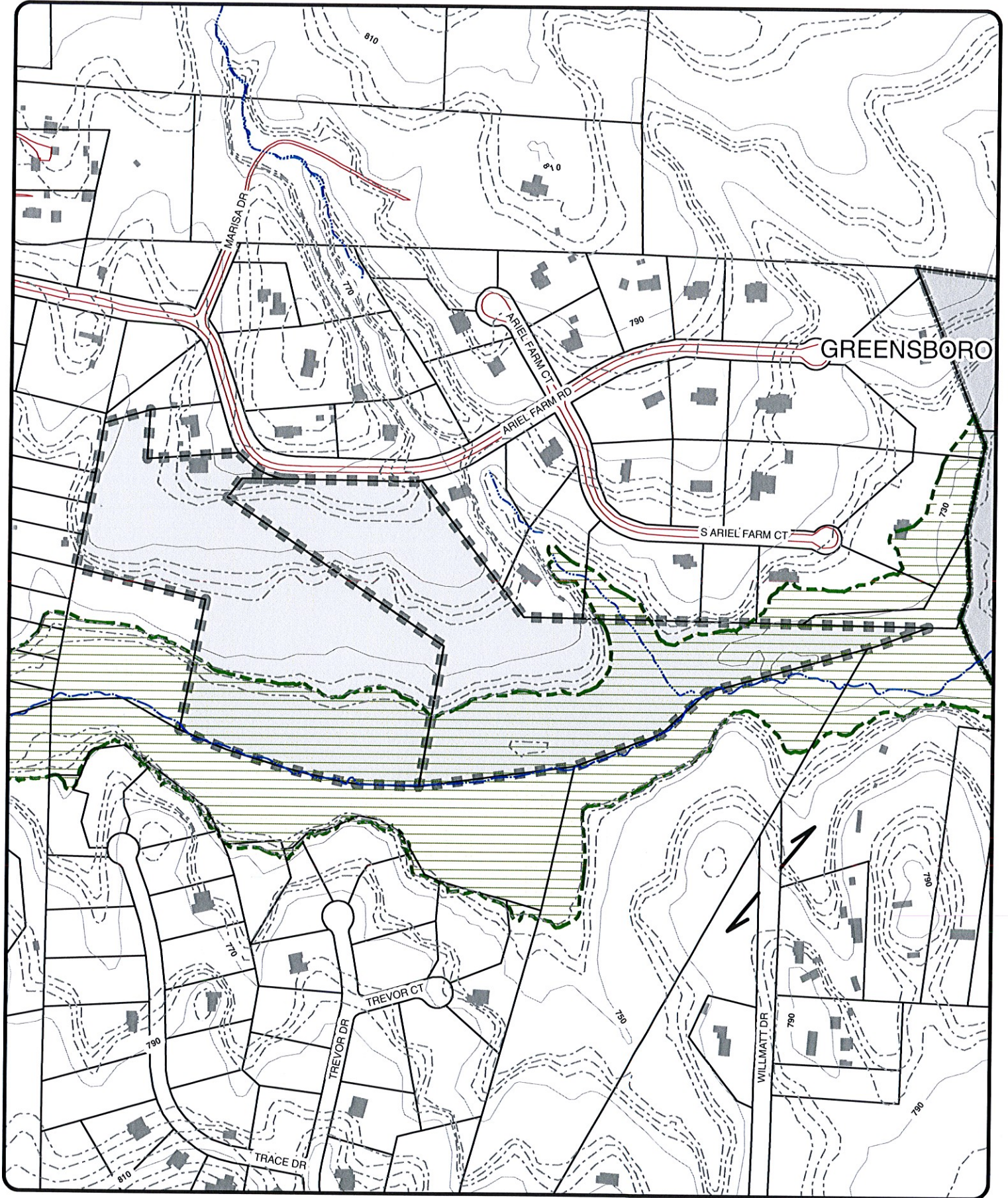
1. It is generally inconsistent with the land use category indicated for the property on the Northern Lakes Area Plan Future Land Use Map.
2. Although the request is consistent with the adopted Northern Lakes Area Plan, it has been determined that zoning the property to RS-30 is incompatible with the surrounding area and uses.
3. Despite the proposed conditions, the development is not compatible with the surrounding property.
4. Other factors raised at the public hearing, if applicable, are: (describe here)



CASE #16-05-GCPL-02336

1 inch = 400 feet





CASE #16-05-GCPL-02336

1 inch = 400 feet





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Brandon Parry, OPA-C

ABFP
Rebecca Bassett, MD
James S. Kramer, MD
ABPMR
Wesley R. Ibazebo, MD

July 5, 2016

To Whom It May Concern:

My name is Jim Kramer and I reside at 220 Ariel Farm Road. I purchased my home in 2010 due to the unique nature of this small development. Our neighborhood is special, offering a rural feel and escape from the congestion of Greensboro. This has, however, significantly changed over the past five years as anyone can attest to if you spend time driving on Church Street; the increased traffic flow has been exponential. This zoning ordinance change request directly affects my lifestyle and I would be remiss not to protect that. An emotional argument does not obviously, carry much weight in this forum, thus what follows are my more objective reasons for opposition.

First, with the potential for upwards of 20 houses being built traffic and safety is an issue. Drawn plans will force all vehicles to ingress and egress through and off Ariel Farm Road. Please look at Google Earth, note the S-curve there, and understand that it is a dangerous area already with the current traffic flow in and out of our neighborhood as it is.

Thus, with Madison Meadows not being a separate development, but one which will be a part of our Ariel Farm neighborhood, to me requires new construction which falls within the spirit of our covenants and building envelope currently in place. This equates to approximately one home per 1.2 to 2.5 acres. This zoning request is an egregious disregard to those of us living on Ariel Farm Road and Ariel Farm Court with these new plans calling for up to two units per acre.

I disagree with the developers and feel that RS-30 zoning and 2DU/AC is not consistent with surrounding developments. The developers point to RS-30 zoning in northern Guilford County, but none are in the critical watershed tiers. Hartman Farm on Archer Gate Road (abutting us to the south) is RS-40. Summer's Point at Lake Townsend off Archer Gate Road is 1.75 to 3.2 acres per lot. Kellam's Creek, developed within the past year, shows lots for sale at 1.34, 2.14, 4.8, 4.1, 1.71, .77 and 1.17 acres. This cul-de-sac of lots and new homes is one-quarter mile north on Church Street from Ariel Farm Road.

Lastly, and most importantly, are the ecologic concerns as it pertains to current building restrictions and guidelines within Greensboro Watershed WS-III with this acreage being a part of Tier III and Tier IV of the Watershed Critical Area. My understanding is that Tier III is 1DU/3AC and Tier IV is 1DU/AC as it shows on Table 12-7 of the City Ordinance Watershed Guidelines. The map is difficult to interpret and I am not clear where the Tier III-Tier IV

Continued—



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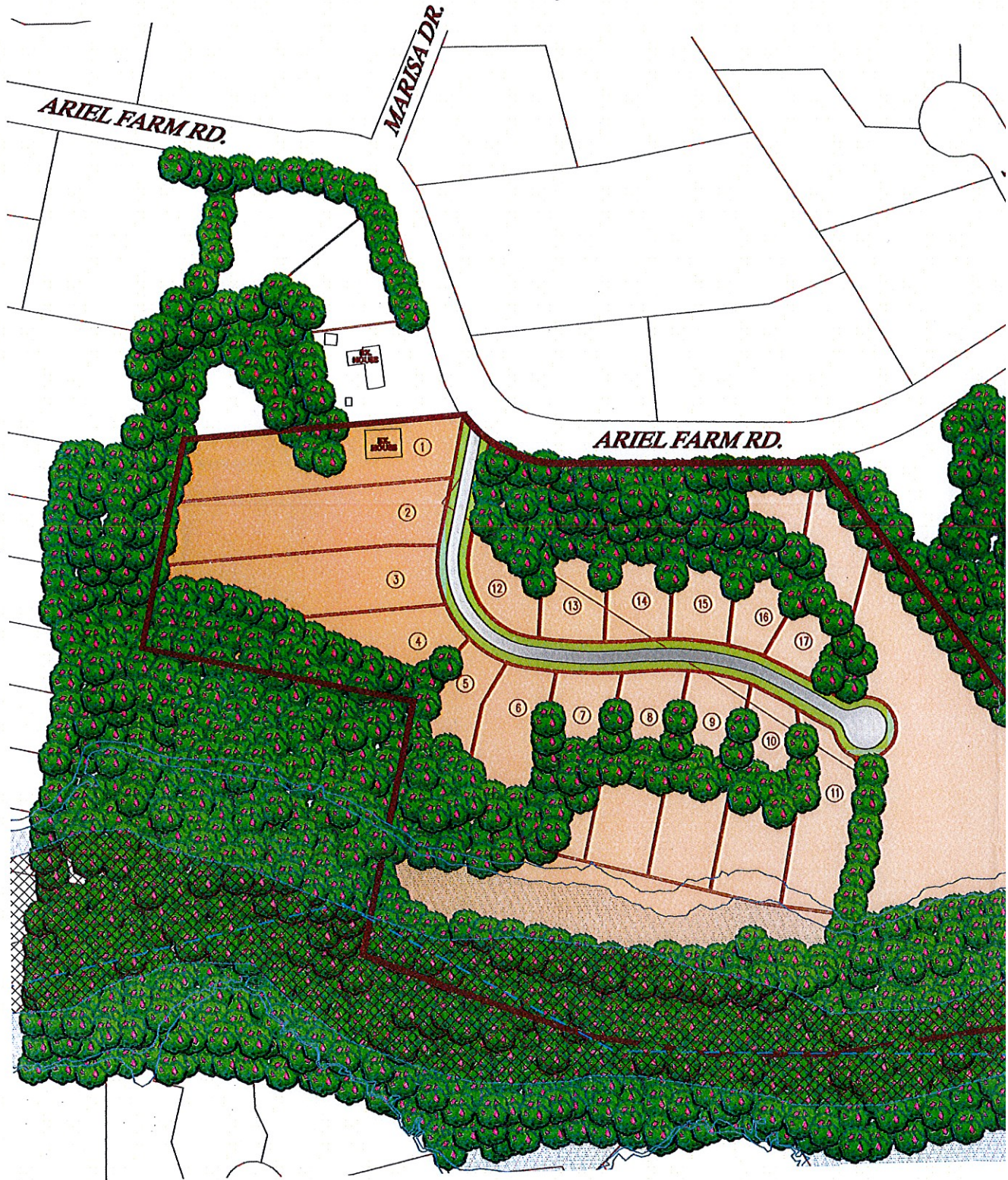
boundary is, but the Environmental Assessment provided states this acreage falls within the Watershed Critical Area Tiers. Subsequently, any request for 2DU/AC clearly does not comply with the Watershed Ordinance in place. This zoning request begs to question if whether this is just simply being ignored. These guidelines are in place for a reason—to limit development density in protection of these areas.

I beg you to consider the negative aspects of this zoning request change as it relates to all these points I have listed, and to deny this request to preserve the spirit and ecologic sensitivity of where I live in our special neighborhood on Ariel Farm Road.

Sincerely,

James S. Kramer, MD

JSK/gde



MADISON MEADOWS

ILLUSTRATIVE MAP