



## **Agenda**

### **Greenville City Council**

**December 12, 2024**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

---

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

---

- I. Call Meeting To Order**
- II. Invocation - Mayor Pro Tem Monica Daniels**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

- VII. Appointments**

- 1. Appointments to Boards and Commissions

- VIII. Old Business**

2. Ordinance requested by Rennsport Motorwerks, LLC to rezone 1.52 acres located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)

**IX. New Business**

**Public Hearings**

3. Ordinance requested by HPD, LLC to rezone 6.8 acres located along the western right-of-way of North Memorial Drive and between Independence Boulevard and Martin Luther King, Jr., Highway from RA20 (Residential-Agricultural) to CG (General Commercial)
4. Ordinance to designate the O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio, located at 1910 East 6th Street and further identified as Pitt County Parcel Number 17883, as a Local Historic Landmark
5. First Public Hearing for the 2025-2026 Annual Action Plan for CDBG and HOME Funds
6. Resolution Authorizing the Sale of City-Owned Property Located at 616 Hudson Street to Dominique Coleman
7. Resolution Authorizing the Sale of City-Owned Property Located at 618 Hudson Street to Peggy and Donta Braxton
8. Resolution Authorizing the Sale of City-Owned Property Located at 620 Hudson Street to Curtis Wiggins
9. Resolution Authorizing the Sale of City-Owned Property Located at 806 Vanderbilt Lane to Bonita Person

**X. City Manager's Report**

**XI. Comments from Mayor and City Council**

**XII. Adjournment**





# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Appointments to Boards and Commissions

**Explanation:** City Council appointments need to be made to the Human Relations Council, Police Community Relations Committee, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council:

- 2 seats on the Youth Council

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Make appointments to the Human Relations Council, Police Community Relations Committee, and the Youth Council.

---

## ATTACHMENTS

[December 2024 Boards and Commissions List.pdf](#)

# Appointments to Boards and Commissions

December 2024

---

## Board of Adjustment

**Council Liaison:** Mayor Pro Tem Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Daniel Worrall		First Term	Resigned	June 2025
<i>Council Member Marion Blackburn</i>				

---

## Historic Preservation Commission

**Council Liaison:** Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Marques Harrington		First Term	Resigned	January 2026
Kendall Williams		First Term	Resigned	January 2026

---

## Human Relations Council

**Council Liaison:** Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
John Porter-Acee		Unexpired Term	Resigned	September 2025
Duncan Patrick		First Term	Resigned	September 2025

---

## Police Community Relations Committee

**Council Liaison:** Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
Eric Ellison <i>(Council Member Tonya Foreman)</i>	2	Unexpired Term	Eligible	October 2024
Rosemary Johnson	3	Unexpired Term	Eligible	October 2024

*(Council Member Marion Blackburn)*

---

### **Youth Council**

**Council Liaison:** Council Member Portia Willis

<b>Name</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Alex Guilford	Second Term	Ineligible	September 2024
Carson Fraley	Second Term	Ineligible	September 2024
Michael Brode	Second Term	Ineligible	September 2024
Kaiji Fu	First Term	Ineligible	September 2024
Dakota L Parrott	First Term	Resigned	September 2024
Alanah S Eason	First Term	Resigned	September 2025
Rihanna Knight	First Term	Resigned	September 2025
<b>(2 open seats)</b>			

---

**Seats that are open to nominations from the City Council are highlighted.**

## Boards and Commissions Applicants

<b>Name</b>	<b>Board Applied To</b>	<b>Email Address</b>
Kyle T Parker	Board of Adjustment	ktparker17@gmail.com
David Newman	Board of Adjustment	newmaniac52@gmail.com
Ivery L Johnson	Board of Adjustment	iveryljohnson@gmail.com
Logan Harrison	Board of Adjustment	harrisonl20@students.ecu.edu
Ashish T Khanchandani	Historic Preservation Commission	akhanchandani1996@gmail.com
Rebecca L Smith	Historic Preservation Commission	rsmithaud@gmail.com
Kyle T Parker	Historic Preservation Commission	ktparker17@gmail.com
David Newman	Historic Preservation Commission	newmaniac52@gmail.com
Matthew J Justice	Historic Preservation Commission	justrighthomesenc@gmail.com
Samar Badwan	Human Relations Council	s_wshah@hotmail.com
Ashish T Khanchandani	Human Relations Council	akhanchandani1996@gmail.com
Adrienne L Alford	Human Relations Council	redscarletsweb@gmail.com
Ray Waddell	Human Relations Council	raywadd02@gmail.com
Zakiyah L Thomas	Human Relations Council	zakiyaht52@gmail.com
Josiah E. Ebron-duncan	Human Relations Council	jamontedaroberson@gmail.com
Stephen A Blackburn	Human Relations Council	sablackburn20@gmail.com
Walter L Grubb Iii	Human Relations Council	grubbw@ecu.edu
Ashley B Elks	Human Relations Council	ashley.elks1@gmail.com
Donald Rivers	Human Relations Council	donaldrivers@policy-change.com
Stephen A Blackburn	Police Community Relations Committee	sablackburn20@gmail.com
Walter L Grubb Iii	Police Community Relations Committee	grubbw@ecu.edu
Jacob Alston	Youth Council	alstonja@students.pittschools.org
Maya K Swaggerty	Youth Council	mayaswaggerty@gmail.com



# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Ordinance requested by Rennsport Motorwerks, LLC to rezone 1.52 acres located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)

**Explanation:** This item was continued from the November 14, 2024 City Council meeting. A public hearing was held at that meeting. There was a motion to approve that resulted in a 3:2 vote. However, a two-thirds vote, not including the Mayor, is required for the ordinance to pass on the first reading. While a new public hearing will not be needed, Council will need to vote on this item again.

**Required Notices:**

- Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on October 1, 2024.
- On-site sign(s) posted on October 1, 2024.
- City Council public hearing notice (property owner and adjoining property owner letter) mailed on October 29, 2024.
- Public hearing legal advertisement published on November 2, 2024 and November 9, 2024.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transition to traditional, low-medium density (TNLM) to the west. Further, potential conservation/open space is recommended to the north. Potential conservation/open space (PCOS) is recommended to indicate potential environmental constraints.

Commercial

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

### Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

### Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation

- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

### **Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 29 trips to and from the site on Port Terminal Road, which is a net increase of 10 additional trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate very little traffic over the existing zoning, a traffic report was not generated.

During the review process, measures to mitigate traffic will be determined.

### **History/Background:**

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 as part of a large-scale ETJ extension.

### **Existing Land Uses:**

One (1) single-family residence

### **Water/Sewer:**

Water and sanitary sewer are available to the property.

### **Historic Sites:**

There are no known effects on historic sites.



**Environmental Conditions/Constraints:**

The property drains to the Hardee Creek (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen, and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams or riparian buffers exist on the property.

**Surrounding Land Uses and Zoning:**

North: CH - Vacant

South: RA20 - One (1) single-family residence

East: R6 - Vacant

West: R6A - The Davis Apartments

**Density Estimates:**

Under the current zoning, the site could accommodate 2 single-family lots.

Under the proposed zoning, the site could accommodate 13,000+/- square feet of major repair.

The anticipated build-out is within 1-2 years.

**Fiscal Note:** No cost to the City.

**Recommendation:** In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its October 15, 2024 meeting.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

---

## ATTACHMENTS

- [Ordinance Rennsport Motorwerks, LLC Rezoning.DOC](#)
- [Text\\_Excerpt\\_Rennsport\\_Motorwerks\\_LLC.pdf](#)
- [Rennsport Motorwerks, LLC APO Map.pdf](#)
- [Rennsport Motorwerks, LLC Survey.pdf](#)
- [List of Uses RA20 to CH.pdf](#)
- [Density and Veg Charts.pdf](#)



LOCATION: Located along the western right-of-way of Port Terminal Road and 400+/- feet north of East 10<sup>th</sup> Street.

DESCRIPTION: BEGINNING AT A POINT ON THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD, SAID POINT BEING THE SOUTHEASTERNMOST CORNER OF THE CASS A. WIGENT PROPERTY AS DESCRIBED IN DEED BOOK 3783, PAGE 350 OF THE PITT COUNTY REGISTER OF DEEDS OFFICE. SAID POINT ALSO BEING LOCATED APPROXIMATELY 407' AS MEASURED ALONG THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD IN A NORTHERLY DIRECTION FROM A POINT LOCATED WHERE THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD INTERSECTS THE NORTHERN RIGHT-OF-WAY OF EAST 10TH STREET. FROM THE ABOVE DESCRIBED BEGINNING, SO LOCATED, RUNNING THENCE AS FOLLOWS: LEAVING THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD AND WITH THE NORTHERN LINE OF SAID WIGENT PROPERTY, N 60°00'00" W 239.85', THENCE N 30°00'00" E 276.00', THENCE S 60°00'00" E 239.85' TO THE WESTERN RIGHT-OF-WAY OF NCSR 1533-PORT TERMINAL ROAD, THENCE WITH THE WESTERN RIGHT-OF-WAY OF NCSR 1533 - PORT TERMINAL ROAD, S 30°00'00" W 276.00' TO THE POINT OF BEGINNING CONTAINING 1.52 ACRES.

Section 2. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12<sup>th</sup> day of December, 2024.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk  
1199398

**Excerpt from the draft Planning & Zoning Commission Minutes (10/15/2024)**

2. REQUEST BY RENNSPORT MOTORWERKS, LLC TO REZONE 1.52 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF PORT TERMINAL ROAD AND 400+/- FEET NORTH OF EAST 10TH STREET FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL).

Chris Kelly, Planner II, presented on behalf of City Staff. The property drains to the Hardee Creek Watershed. If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. No jurisdictional wetlands, streams and riparian buffers exist on the property. The requested zoning could generate a net increase of 10 trips per day. Under the current zoning of RA20 (Residential-Agricultural), the site could accommodate 2 single-family lots. Under the proposed zoning of CH (Heavy Commercial), the site could accommodate 13,000+/- square feet of major repair. The adjacent property to the north is also zoned CH. The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transitioning to traditional, low-medium density (TNLM) to the west. Further, potential conservation and open space (PCOS) is recommended to the north. Potential conservation open space is recommended to indicate potential environmental constraints. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Vice-Chair Woodmansee opened the public hearing.

Mike Baldwin, Baldwin Designs, spoke in favor of the request.

Cass Wigent, adjacent property owner, spoke in favor of the request.

No one spoke in opposition of the request.

Vice-Chair Woodmansee closed the public hearing and opened board discussion.

**Motion made by Mr. Parker, seconded by Mr. Hairston, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

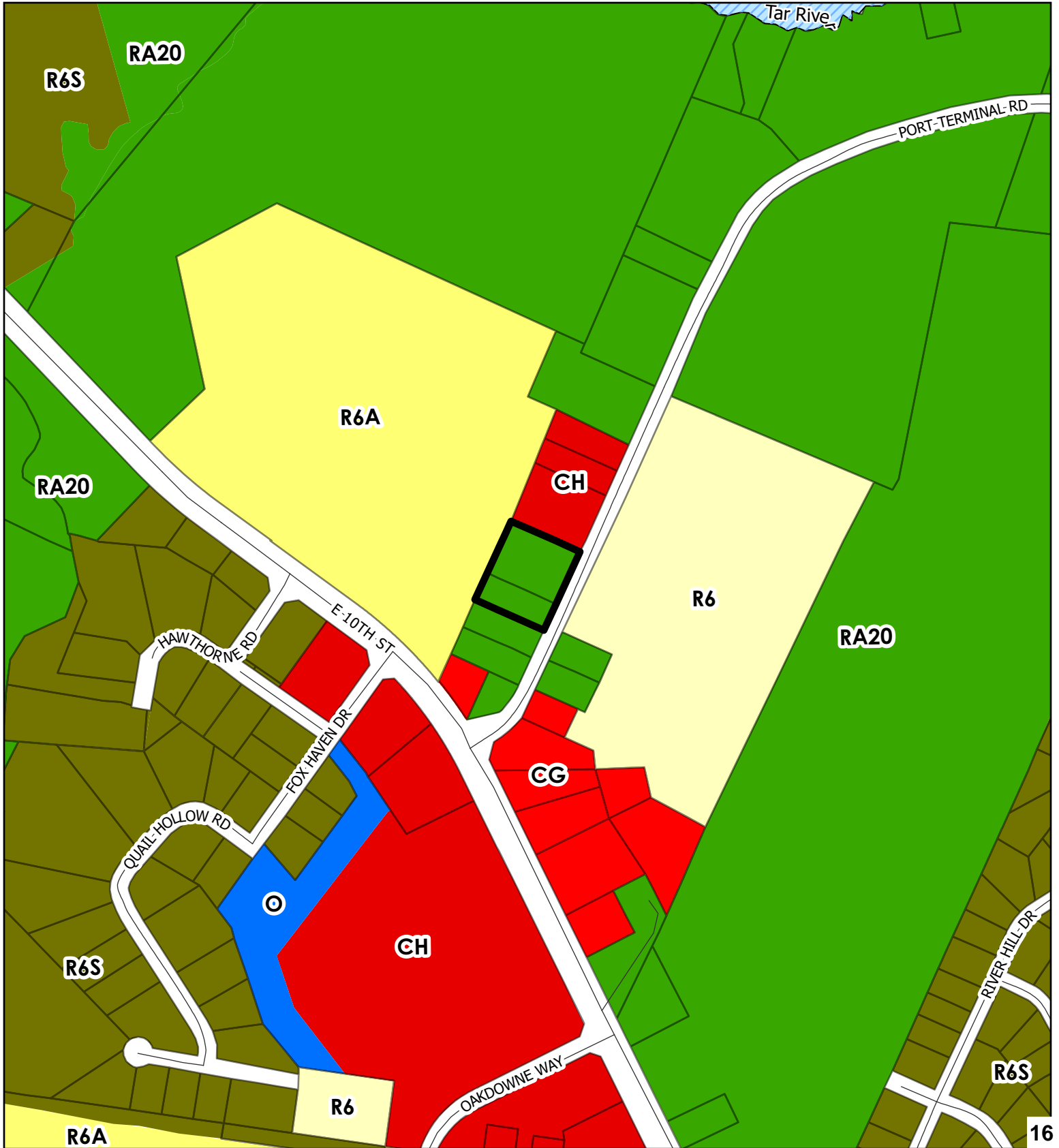
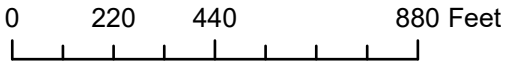
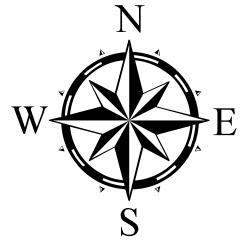
# Rennsport Motorwerks, LLC

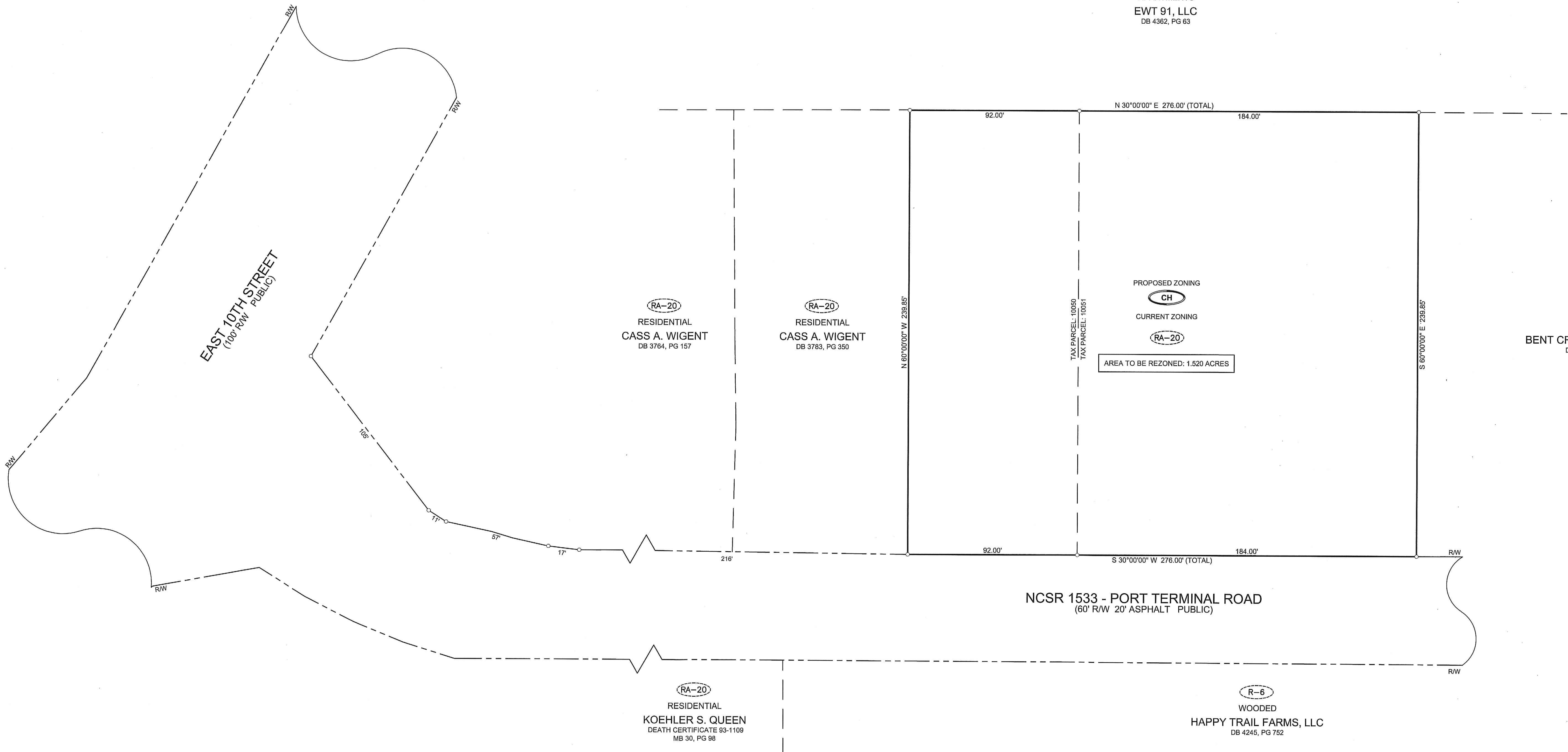
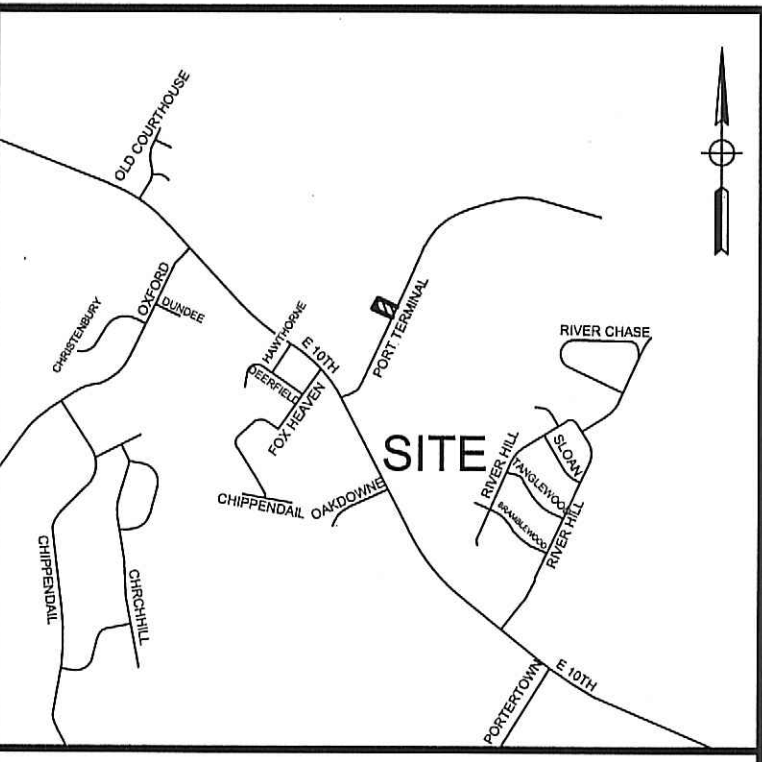
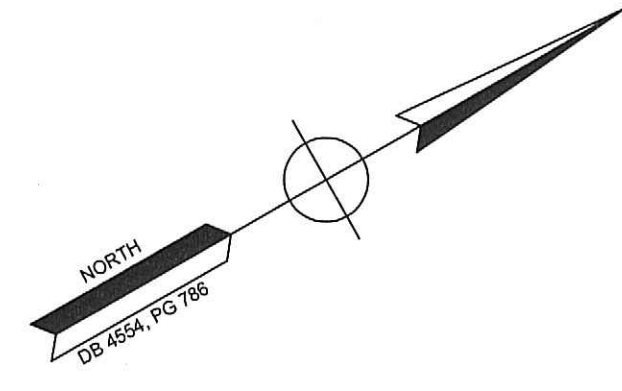
From: RA20

To: CH

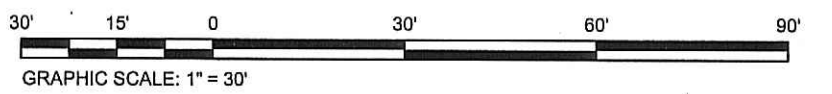
Acres: 1.52

October 15, 2024





- GENERAL NOTES**
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
  2. BEARINGS AND DISTANCES AROUND BOUNDARY OF THIS LOT WERE TAKEN FROM INFORMATION FOUND IN DEED BOOK 4554, PAGE 786 OF THE PITT COUNTY REGISTER OF DEEDS AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.



SHEET 1 OF 1  
REZONING MAP  
TAX PARCEL #10050 & 10051

**RENNSPORT MOTORWERKS, LLC**

REFERENCE: DEED BOOK 4554, PAGE 786  
OF THE PITT COUNTY REGISTER OF DEEDS

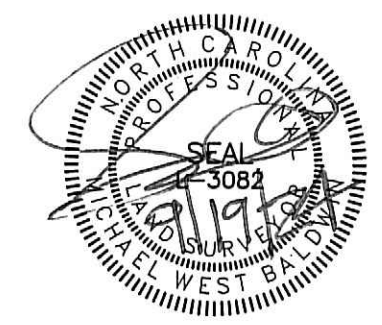
GREENVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: RENNSPORT MOTORWERKS, LLC  
PO BOX 1863  
ADDRESS: GREENVILLE, NC 27835  
PHONE: (252) 916-9028

	SURVEYED: N/A	APPROVED: MWB
	DRAWN: TWR	DATE: 09/16/2024
CHECKED: MWB	SCALE: 1" = 20'	

**LEGEND**

R/W = RIGHT-OF-WAY  
B/B = BACK TO BACK  
MBL = MINIMUM BUILDING LINE  
EIP = EXISTING IRON PIPE  
PROP = PROPOSED  
CONC = CONCRETE  
EX = EXISTING  
TYP = TYPICAL  
- - - = NOT TO SCALE



Y:\DRAWINGS\24-017 RENNSPORT MOTORWERKS, LLC\24-017 REZONING.dwg Wed, Sep 18, 2024--1:07pm MRIVERA

<b>CURRENT ZONING</b>	
<b>RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b(1). Master Plan Community per Article J
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	c. Wayside market for farm products produced on-site
	e. Kennel (see also section 9-4-103)
	f. Stable; horse only (see also section 9-4-103)
	g. Stable; per definition (see also section 9-4-103)
	h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	i. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
	b. Two-family attached dwelling (duplex)
	g. Mobile home (see also section 9-4-103)
	n. Retirement center or home
	o. Nursing, convalescent or maternity home; major care facility



o(1).	Nursing, convalescent or maternity home; minor care facility
<b>(3) Home Occupations</b>	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop
c.	Home occupation; manicure, pedicure or facial salon
<b>(4) Governmental</b>	
a.	Public utility building or use
<b>(5) Agricultural/Mining</b>	
b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
<b>(6) Recreational/Entertainment</b>	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
<b>(7) Office/Financial/Medical - None</b>	
<b>(8) Services</b>	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
<b>(9) Repair - None</b>	
<b>(10) Retail Trade - None</b>	
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None</b>	
<b>(12) Construction - None</b>	
<b>(13) Transportation - None</b>	
<b>(14) Manufacturing/Warehousing - None</b>	
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>	
<b>PROPOSED ZONING</b>	
<b>CH (HEAVY COMMERCIAL) - PERMITTED USES</b>	
<b>(1) General</b>	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
d.	Off-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
<b>(2) Residential - None</b>	
c.	Multi-family development per Article I
<b>(3) Home Occupations - None</b>	
<b>(4) Governmental</b>	
a.	Public utility building or use

b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
e.	County government operation center
g.	Liquor store, state ABC
<b>(5) Agricultural/Mining</b>	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
<b>(6) Recreational/Entertainment</b>	
b.	Golf course; par three
c.	Golf driving range
c(1).	Tennis club; indoor and outdoor facilities
e.	Miniature golf or putt-putt course
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
i.	Commercial recreation; indoor and outdoor, not otherwise listed
j.	Bowling alley
n.	Theater; movie or drama, indoor only
o.	Theater; movie or drama, including outdoor facilities
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
t.	Athletic club; indoor and outdoor facilities
<b>(7) Office/Financial/Medical</b>	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
g.	Catalogue processing center
<b>(8) Services</b>	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
q.	Museum

r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
w.	Digital broadcast studio (see also section 9-4-103)
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
qq.	Pet grooming facility (see also section 9-4-103)
ss.	Tattooing
tt.	Microblading
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment repair
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage

	o. Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
	p. Furniture and home furnishing sales not otherwise listed
	q. Floor covering, carpet and wall covering sales
	r. Antique sales, excluding vehicles
	s. Book or card store, news stand
	t. Hobby or craft shop
	u. Pet shop (see also animal boarding; outside facility)
	v. Video or music store; records, tape, CD and the like sales
	w. Florist
	x. Sporting goods sales and rental shop
	y. Auto part sales (see also major and minor repair)
	aa. Pawnbroker
	bb. Lawn and garden supply and household implement sales and accessory service
	cc. Farm supply and commercial implement sales
	ee. Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>	
	a. Wholesale; durable and nondurable goods, not otherwise listed
	b. Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
	c. Rental of clothes and accessories; formal wear, and the like
	d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
	f. Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
	g. Mobile home sales including accessory mobile home office
<b>(12) Construction</b>	
	a. Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
	b. Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
	e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
	f. Hardware store
<b>(13) Transportation</b>	
	c. Taxi or limousine service
	e. Parcel delivery service
	f. Ambulance service
	h. Parking lot or structure; principal use
<b>(14) Manufacturing/Warehousing</b>	
	a. Ice plant and freezer lockers
	b. Dairy; production, storage, and shipment facilities

	c.	Bakery; production, storage, and shipment facilities
	g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
	h.	Engraving; metal, glass or wood
	i.	Moving and storage of nonhazardous materials; excluding outside storage
	k.	Mini-storage warehouse, household; excluding outside storage
	m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
	u.	Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None		
<b>CH (HEAVY COMMERCIAL) - SPECIAL USES</b>		
(1) General - None		
(2) Residential		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
	j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
(3) Home Occupations - None		
(4) Governmental - None		
(5) Agricultural/Mining		
	k.	Sand mining
	m.	Beekeeping; major use
(6) Recreational/Entertainment		
	d.	Game center
	l.	Billiard parlor or pool hall
	m.	Bar
	r.	Adult uses
	u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	l.	Convention center; private
	dd.	Massage establishment
	ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair		
	a.	Major repair; as an accessory or principal use
(10) Retail Trade		
	j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
	z.	Flea market
	ff.	Tobacco shop (Class 1) (see also section 9-4-103)
	gg.	Tobacco shop (Class 2) (see also section 9-4-103)

hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

# RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

\* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

\*\*\* Maximim allowable density in the respective zoning district.

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

**Bufferyard Requirements:** Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

**Parking Area:** Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.





# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Ordinance requested by HPD, LLC to rezone 6.8 acres located along the western right-of-way of North Memorial Drive and between Independence Boulevard and Martin Luther King, Jr., Highway from RA20 (Residential-Agricultural) to CG (General Commercial)

**Explanation:** **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 4, 2024.

On-site sign(s) posted on November 4, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 26, 2024.

Public hearing legal advertisement published on November 30, 2024 and December 7, 2024.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends commercial (C) along the western right-of-way of North Memorial Drive between Independence Boulevard and Martin Luther King, Jr., Highway transitioning to office/institutional (OI) and industrial/logistics (IL) for the remainder of the area between Jones Staton Road and North Memorial Drive. Further, potential conservation/open space (PCOS) is shown along Parker's Creek and a manmade pond (most likely a "borrow pit" for a road construction project) where sand was mined.

Commercial

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern

should evolve to become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

### Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets).
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings; cluster buildings to consolidate and share surface parking.
- Improve/provide public realm features such as signs, sidewalks, landscaping.
- Reduce access-points into development for pedestrian and vehicular safety.

Primary uses:

Office

Institutional/civic

Industrial/Logistics

Area is characterized by warehouses and light manufacturing operations and related office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for highly visible sites

Primary uses:

Industrial

Light industrial

Research and assembly

Warehousing

Secondary uses:

Office

Commercial

Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers.

Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally sensitive land.
- Buffer incompatible land uses with open space.
- Provide open space network through the city for recreation.
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems.
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

#### **Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3,376 trips to and from the site on Memorial Drive, which is a net increase of 3,262 additional trips per day (over current zoning).

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis (TIA) will most likely be required.

#### **History/Background:**

In 1981, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20 (Residential-Agricultural).

On October 19, 2023, City Council approved a request to amend the Future Land Use and Character Map to recommend commercial (C) for the northern parcel, otherwise identified as parcel number 91457. At the City Council hearing, the applicant was asked and agreed to hold a neighborhood meeting prior to the consideration of a rezoning application. The meeting was held on December 13, 2023 at 7:00 PM at the Barnes-Ebron-Taft Center. In attendance were nine (9) citizens, two (2) elected officials, two (2) City staff members, property owner and the rezoning applicant.

On January 11, 2024, City Council denied the rezoning request for the northern parcel from RA20 (Residential-Agricultural) to CG (General Commercial).

On September 12, 2024, City Council approved a request to amend the Future Land Use and Character Map to recommend commercial (C) for the southern parcel, otherwise identified as parcel number 47002.

**Existing Land Uses:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property drains to the Parkers Creek Watershed (Tar River Basin). If

stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands, streams, and riparian buffers on the property.

**Surrounding Land Uses and Zoning:**

North: R6MH – Colonial Village Duplexes

South: Martin Luther King, Jr., Highway

East: IU – Thermo Fisher

West: RA20 – West Wood Mobile Home Community and vacant property

**Density Estimates:**

Under the current zoning, the site could accommodate 12 single-family lots.

Under the proposed zoning, the site could accommodate 50,000+/- square feet of miscellaneous retail sales.

The anticipated build-out is within 2-3 years.

**Fiscal Note:** No cost to the City.

**Recommendation:** In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its November 19, 2024 meeting.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the

Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

---

## ATTACHMENTS

- [Ordinance HPD, LLC Rezoning.DOC](#)
- [Text\\_Excerpt\\_HPDP\\_LLC.pdf](#)
- [HPD LLC APO Map.pdf](#)
- [HPD LLC Rezoning Survey.pdf](#)
- [RA20 to CG List of Uses.pdf](#)
- [HPD Traffic Report.pdf](#)
- [Density and Veg Charts.pdf](#)

ORDINANCE NO. 24-  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING  
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 12<sup>th</sup> day of December, 2024, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Preferred Growth Area;

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES  
HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CG (General Commercial).

TO WIT:                          HPD, LLC



LOCATION: Located along the western right-of-way of North Memorial Drive and between Independence Boulevard and Martin Luther King, Jr., Highway.

DESCRIPTION: LYING AND BEING IN GREENVILLE TOWNSHIP ON THE WEST SIDE OF NC HIGHWAY 11/US HIGHWAY 13, ON THE SOUTH SIDE OF NCSR 1148 AND ON THE NORTH SIDE OF THE ON/OFF RAMP FOR US HIGHWAY 264 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIPE, SAID POINT LYING S 18-38-19 W 1760.44 FEET FROM N.C.G.S.M. "MIDDLE" HAVING NAD 83 GRID COORDINATES N (Y) = 702,364.52 E (X) = 2486948.62; THENCE S 12-23-07 W 79.58 FEET TO AN EXISTING RIGHT-OF-WAY MONUMENT; THENCE S 12-21-33 W 1,140.47 FEET TO AN EXISTING IRON STAKE; THENCE N 19-18-04 E 70.78 FEET; THENCE N 41-41-19 E 134.51 FEET TO A POINT; THENCE N 16-01-29 E 31.02 FEET TO A POINT; THENCE N 39-13-13 E 241.35 FEET TO A POINT; THENCE N 46-12-06 E 45.14 FEET TO A POINT; THENCE N 11-25-05 E 89.69 FEET TO A POINT; THENCE N 04-28-40 W 617.83 FEET TO A POINT; THENCE S 77-40-53 E 311.05 FEET TO A POINT; THENCE S 12-19-07 W 8.08 FEET TO A POINT; THENCE S 78-14-27 E 35.07 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 6.8 ACRES MORE OR LESS.

Section 2. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12<sup>th</sup> day of December, 2024.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk  
1200454

**Excerpt from the draft Planning & Zoning Commission Minutes (11/19/2024)**

2. REQUEST BY HPD, LLC TO REZONE 6.8 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF NORTH MEMORIAL DRIVE AND BETWEEN INDEPENDENCE BOULEVARD AND MARTIN LUTHER KING, JR., HIGHWAY FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL).

Chris Kelly, Planner II, presented on behalf of City Staff. This rezoning request is comprised of two properties and both properties have recently gone through the Future Land Use Plan Map amendment process. In August of 2024, the southern property was brought to the Planning and Zoning Commission for a Future Land Use Plan Map amendment. Tonight is the rezoning request; however, this request includes both of the shown properties. The northern property went through the process previously and was approved by City Council in October of 2023. This property is located along the western right-of-way of North Memorial Drive and between Independence Boulevard and Martin Luther King, Jr., Highway. The property drains to the Parkers Creek Watershed (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands, streams, and riparian buffers on the property. The requested zoning could generate a net increase of 3,262 trips per day. Due to the calculated increase in trips a Traffic Impact Analysis will most likely be required. This would be determined when a site plan is submitted for any commercial development and would involve NCDOT review and approval. Under the current zoning of RA20, the site could accommodate 12 single-family lots. Under the proposed zoning of CG, the site could accommodate 50,000+/- square feet of miscellaneous retail sales. The Future Land Use and Character Map recommends commercial (C) along the western right-of-way of North Memorial Drive between Independence Boulevard and Martin Luther King, Jr., Highway transitioning to office/institutional (OI) and industrial/logistics (IL) for the remainder of the area between Jones Staton Road and North Memorial Drive. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Chair Brock opened the public hearing.

Powell Dew, Applicant, spoke in favor of the request.

Michelle Clements, Engineer, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

**Motion made by Mr. Denton, seconded by Vice-Chair Woodmansee, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

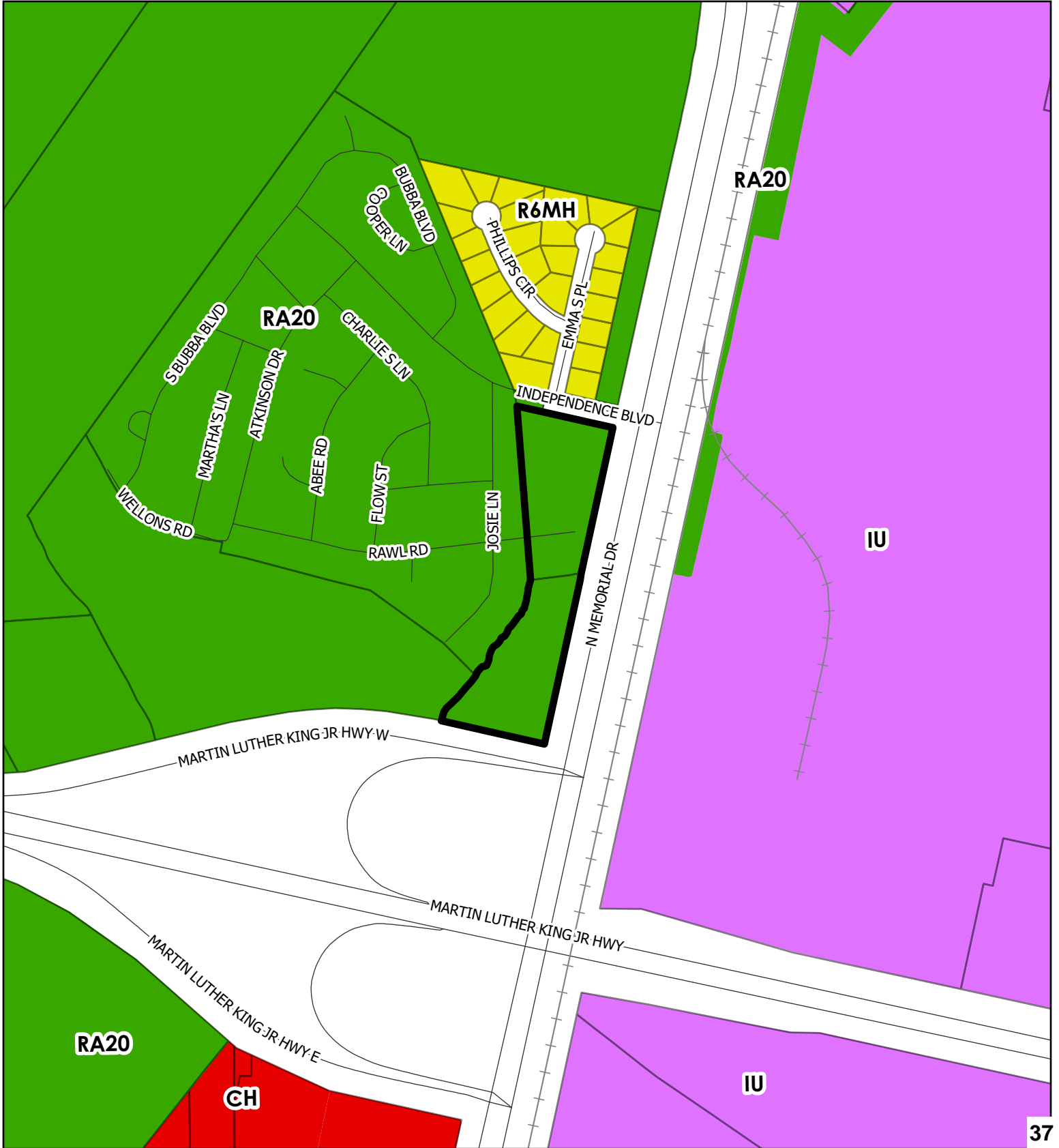
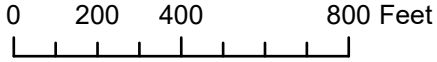
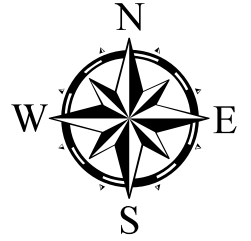
HPD, LLC

From: RA20

To: CG

Acres: 6.8

November 19, 2024

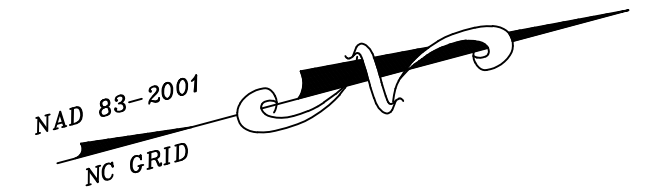
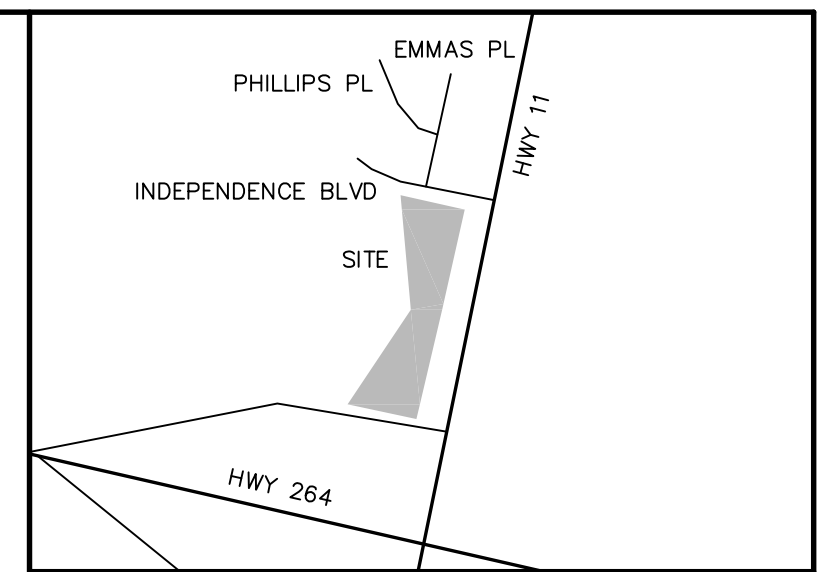


**PRELIMINARY**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES

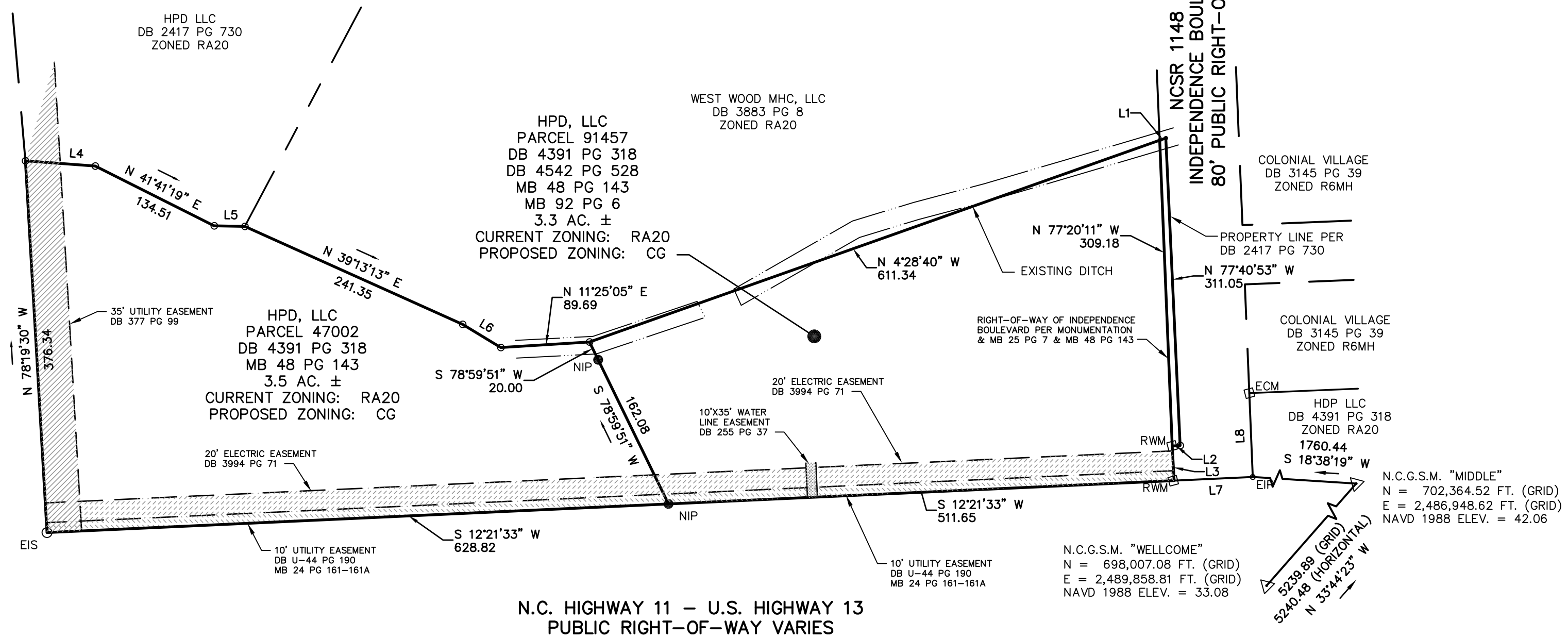
Parcel Line Table		
LINE #	LENGTH	DIRECTION
L1	6.49	N 4°28'40" W
L2	8.08	S 12°19'07" W
L3	35.07	S 78°14'27" E
L4	70.78	N 19°18'04" E
L5	31.02	N 16°01'29" E
L6	45.14	N 46°12'06" E
L7	79.58	S 12°23'07" W
L8	84.81	N 77°21'28" W

NOTES:

- 1) NO TITLE OPINION OR COMMITMENT WAS PROVIDED TO THE EAST GROUP BY THE OWNER OR ANY AGENT OF THE OWNER AT THE TIME OF THIS SURVEY.
- 2) THIS PROPERTY IS SUBJECT TO THE TAR/PAMLICO RIVER RIPARIAN BUFFER RULES.
- 3) THE SURVEYOR MADE NO ATTEMPT TO LOCATE OR DELINEATE ANY WETLANDS LOCATED ON THE SUBJECT PROPERTY.
- 4) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
- 5) THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED JANUARY 2, 2004 COMMUNITY PANEL 3720468800k.
- 6) THE SUBJECT PROPERTY AND ADJOINING PROPERTIES ARE CURRENTLY ZONED RA20. FOR BUILDING SETBACKS & BUFFERS CONSULT THE CITY OF GREENVILLE'S CODE OF ORDINANCES.
- 7) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
- 8) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.



US HIGHWAY 64  
PUBLIC RIGHT-OF-WAY VARIES



N.C. HIGHWAY 11 - U.S. HIGHWAY 13  
PUBLIC RIGHT-OF-WAY VARIES

LEGEND

- ECM = EXISTING CONCRETE MONUMENT
- EIP = EXISTING IRON PIPE
- EIS = EXISTING IRON STAKE
- RWM = RIGHT-OF-WAY MONUMENT
- NIP = NEW IRON PIPE
- PP = POWER POLE
- GW = GUY WIRE
- MH = MANHOLE
- = NO POINT SET
- = NOT TO SCALE

- I, WILLIAM B. HILLIARD, PROFESSIONAL LAND SURVEYOR NO. L-4509, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS,  OR :
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
  - B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
  - C. ANY OF THE FOLLOWING:
    1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
    2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR
    3. THAT THE SURVEY IS A CONTROL SURVEY.
  - D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
  - E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

STATE OF NORTH CAROLINA      PITT COUNTY

I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_). THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DATE DAY OF MONTH, 2024.

L - 4509

SURVEYOR

DATE

**PRELIMINARY**  
NOT FOR RECORDATION  
CONVEYANCE OR SALES

GRAPHIC SCALE: 1" = 100'

REVISION	DATE	INIT.

DRAWN BY: WBH	PROJECT NO.: 20220175
SURVEYED BY: GDF	DATE: DATE
SCALE: 1" = 100'	DRAWING NAME: re-zone.dwg

**THE EAST GROUP**  
324 S. EVANS ST. GREENVILLE, NC 27834 (252) 758-3746  
CORPORATE LICENSE NO. C0206

4325 LAKE BOONE TRAIL SUITE 311 RALEIGH, NC 27607 (919) 784-9330

• Engineering • Architecture • Surveying • Technology

RE-ZONING MAP  
OF  
**HDP, LLC - 6.8 ACRES**

GREENVILLE TOWNSHIP      DATE  
PITT COUNTY      NORTH CAROLINA

EXISTING ZONING	
RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop

c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>PROPOSED ZONING</b>	
<b>CG (GENERAL COMMERCIAL) - PERMITTED USES</b>	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)

	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	h. Commercial recreation; indoor only, not otherwise listed
	j. Bowling alley
	n. Theater; movie or drama, indoor only
	q. Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s. Athletic club; indoor only
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
	g. Catalogue processing center
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	k. Business or trade school
	o. Church or place of worship (see also section 9-4-103)
	q. Museum
	r. Art gallery
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	x. dance studio
	y(1) TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
	y(4) Distributed Antenna System (See also 9-4-103 (Q))
	z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
	Catering service including food preparation (see also restaurant; conventional and fast food)
	aa.
	hh. Exercise and weight loss studio; indoor only
	kk. Laundrette; household users
	ll. Dry cleaners; household users
	oo. Clothes alteration or shoe repair shop
	pp. Automobile wash
	qq. Pet grooming facility (see also section 9-4-103)
	ss. Tattooing
	tt. Microblading
(9) Repair	
	g. Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
	a. Miscellaneous retail sales; non-durable goods, not otherwise listed

d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food (see also section 9-4-103)
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
mm.	Grocery store
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None	
<b>CG (GENERAL COMMERCIAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	



(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Bar
t.	Athletic club; indoor and outdoor facilities
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical	
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
(9) Repair	
a.	Major repair; as an accessory or principal use
b.	Minor repair; as an accessory or principal use
(10) Retail Trade	
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
f.	Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
k.	Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

# REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-12

Applicant: HPD, LLC

**Property Information**

**Current Zoning:** RA20 (Residential-Agricultural)

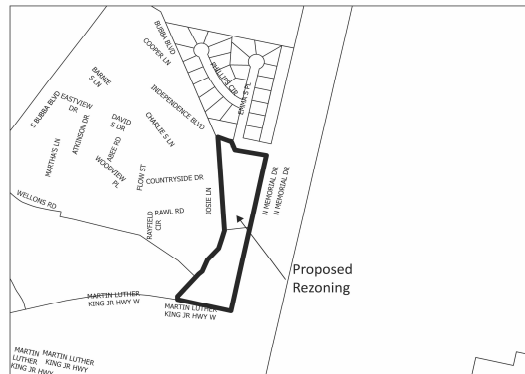
**Proposed Zoning:** CG (General Commercial)

**Current Acreage:** 6.8 acres

**Location:** Memorial Dr, north of US 264 Bypass

**Points of Access:** Memorial Drive

**Location Map**



**Transportation Background Information**

**1.) Memorial Dr- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lane divided with grass median	no change
Right of way width (ft)	190	no change
Speed Limit (mph)	55	
<b>Current ADT:</b>	21,330 (*)	
<b>Design ADT:</b>	43,900 vehicles/day (**)	
<b>Controlled Access</b>	<b>Yes</b>	

**Thoroughfare Plan Status** Major Thoroughfare

**Other Information:** There are no sidewalks along Memorial Dr that service this property.

- Notes:**
- (\*) 2022 NCDOT count adjusted for a 2% annual growth rate
  - (\*\*) Traffic volume based on operating Level of Service D for existing geometric conditions
  - ADT – Average Daily Traffic volume

**Transportation Improvement Program Status:**

**Trips generated by proposed use/change**

**Current Zoning: 114** -vehicle trips/day (\*)                      **Proposed Zoning: 3,376** -vehicle trips/day (\*)

**Estimated Net Change: increase of 3262 vehicle trips/day (assumes full-build out)**

(\* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

**Impact on Existing Roads**

**The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Memorial Dr are as follows:**

- 1.) Memorial Dr , North of Site (50%):                      “No build” ADT of 21,330**
- Estimated ADT with Proposed Zoning (full build) – 23,018
- Estimated ADT with Current Zoning (full build) – 21,387
- Net ADT change = 1,631 (8% increase)**

2.) Memorial Dr , South of Site (50%): "No build" ADT of 21,330

Estimated ADT with Proposed Zoning (full build) – 23,018

Estimated ADT with Current Zoning (full build) – 21,387

Net ADT change = 1,631 (8% increase)

**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3376 trips to and from the site on Memorial Dr, which is a net increase of 3262 additional trips per day (over current zoning).

During the review process, measures to mitigate the traffic will be determined. Most likely, a Traffic Impact Analysis (TIA) will be required.

# RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

\* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

\*\*\* Maximim allowable density in the respective zoning district.

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

**Bufferyard Requirements:** Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

**Parking Area:** Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.



# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Ordinance to designate the O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio, located at 1910 East 6th Street and further identified as Pitt County Parcel Number 17883, as a Local Historic Landmark

**Explanation:** This is a request from Timothy S. and Jane M. Power to have the O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio, located at 1910 East 6th Street, designated as a Local Historic Landmark.

Along with the College View Historic District, there are currently 31 Local Historic Landmarks, which are individually designated because of their significance in terms of history, prehistory, cultural importance, and architecture. Examples of Local Landmarks include the Greenville Municipal Building (201 West Fifth Street), the William H. Long House (200 East Fourth Street), King Simmons Lodge (505 West 14<sup>th</sup> Street), and the Robert Lee Humber House (117 West Fifth Street).

Recommendations for Local Historic Landmark designations are made by the Historic Preservation Commission. City Council makes the final decision on which locations are given this honor. It signifies that the property is important to the heritage and character of the community and that its protection enriches all the community's residents. The following types of properties can be designated as Local Historic Landmarks: buildings, sites, areas, and objects.

Before recommending that a property be designated as a Local Historic Landmark, the Commission must investigate the property's significance and find that:

1. It has special historical, prehistorical, architectural, or cultural significance and
2. It shows integrity of design, setting, workmanship, materials, feeling, or association.

### Criteria for Significance:

To have special significance, a property should meet at least one (1) of these criteria:

1. It is associated with events that have contributed significantly to our history.
2. It is associated with the life of a person significant in our past.
3. It embodies the distinctive characteristics of a type, period, or method of construction.
4. It represents the work of a master or possesses high artistic values.
5. It has yielded or is likely to yield important historical or prehistorical information.

### Aspects of Integrity:

A property has integrity if it is able to convey its significance to the observer. In other words, the significance can be seen or experienced, not just imagined.

These aspects of properties contribute to their integrity:

1. "Design" refers to the combination of elements that create the form, plan, space, structure, and style of a property, as it was originally conceived. It includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.
2. "Setting" is the property's "setting" is its physical environment (including natural or man-made features) as it relates to a property's functions, its significant role, or its design. Setting refers to the character of the place where a property played its significant role.
3. "Workmanship" is the physical evidence of the crafts of a particular culture or people during the period in history or prehistory when a property was created.
4. "Materials" are the physical elements that originally were combined to form a property. It must be an actual historic property, not a re-creation.
5. "Feeling" is a property's expression of the historical or aesthetic sense of a particular period of time. A property has integrity of feeling when its physical features together enable it to evoke a sense of its historical character.
6. "Association" is a property's direct connection with a significant event or

person. It must be sufficiently intact to convey the connection to an observer.

On May 23, 2024, the Selection Committee recommended to the applicant to move forward with the designation process by providing a survey and research report.

On July 23, 2024, the Historic Preservation Commission voted to adopt the survey and research report and forward to the NC State Historic Preservation Office (SHPO) for review and comment.

On August 30, 2024, SHPO advised that the O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio has the requisite special significance and integrity for landmark designation with the following comments:

*"According to the report, O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio is of special local significance as an excellent example of an American Foursquare and for its association with Francis Speight and Sarah Blakeslee, who made significant contributions to the local and regional art world during the mid-twentieth century.*

*The report is complete and provides a strong argument. We believe this report will provide the preservation commission and local governing board sufficient information to determine whether the O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio possesses the requisite special local significance and integrity for local historic landmark designation."*

**Legal Notice:**

Historic Preservation Commission meeting notice (property owner and adjoining property owner letter) mailed on November 12, 2024.

On-site sign(s) posted on November 12, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 26, 2024.

Public hearing legal advertisement published on November 30, 2024 and December 7, 2024.

**Fiscal Note:**

Owners of Local Historic Landmarks that are subject to property taxes may apply for an annual deferral of 50% of City taxes as long as that property is



designated and retains its significance and integrity.

Current Tax Value: \$421,400

Potential Tax Deferral: \$842

**Recommendation:** Adopt the ordinance designating the O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio as a Local Historic Landmark.

On November 26, 2024, the Historic Preservation Commission unanimously voted to recommend to City Council that the O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio be designated as a Local Historic Landmark.

---

#### ATTACHMENTS

- Ordinance LLD - O\_B\_ Peatross House - Frances Speight and Sarah Blakeslee Home and Studio.DOCX**
- LLD Survey Report Speight House 1910 E. 6th St. Original Submission.pdf**
- LLD Application Peatros-Speight House 1910 E. 6th St..pdf**
- Handbook for Historic Preservation in North Carolina.pdf**
- SHPO Comment Letter 1910 E. 6th St..pdf**

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DESIGNATING THE PROPERTY KNOWN AS THE O.B. PEATROSS HOUSE-FRANCIS  
SPEIGHT AND SARAH BLAKESLEE HOME AND STUDIO IN GREENVILLE, NORTH  
CAROLINA, AS A HISTORIC LANDMARK

WHEREAS, the property known as The O.B. Peatross House-Francis Speight and Sarah Blakeslee Home and Studio is an American Four-Square style dwelling characterized principally by its large, low-sloping hip roof, exposed rafters, six-over-one Craftsman-era windows, three-quarter length hip roof front porch and simple board surrounds on doors and windows; and

WHEREAS, the house is located at 1910 East Sixth Street, in the City of Greenville, Pitt County Tax Parcel No. 17883, is more particularly described in Exhibit A, and is currently owned by Timothy S. and Jane M. Power; and

WHEREAS, Pitt County Tax Parcel No. 17883 is referred to herein as “The O.B. Peatross House-Francis Speight and Sarah Blakeslee Home and Studio”; and

WHEREAS, the property known as The O.B. Peatross House-Francis Speight and Sarah Blakeslee Home and Studio, was initially constructed c. 1920 as a three-bay house with a steeper hip roof. In addition to its architectural significance, the Peatross-Speight House is perhaps even more important as the home and studio of Francis Speight and Sarah Blakeslee Speight, a husband-and-wife team of artists associated with early-to-mid twentieth century movements in American regionalist art; and

WHEREAS, the property known as the as the O.B. Peatross House-Francis Speight and Sarah Blakeslee Home and Studio has been deemed and found by the City of Greenville Historic Preservation Commission to be of special significance in terms of its historical, prehistorical,

architectural, or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling and/or association; and the City of Greenville Historic Preservation Commission has recommended that the property be designated an “historic landmark” pursuant to Chapter 160D Article 9, Part 4 of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances of the City of Greenville and as further defined in City Code § 9-7-2; and

WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of Archives and History, North Carolina State Historic Preservation Office has reviewed and commented on the findings and recommendation of the City of Greenville Historic Preservation Commission; and

WHEREAS, the City Council of the City of Greenville has taken into full consideration the recommendation of the City of Greenville Historic Preservation Commission; all comments from the North Carolina Department of Natural and Cultural Resources, Division of Archives and History, North Carolina State Historic Preservation Office; and all statements and information in the Survey and Research Report prepared by Timothy S. Power and the presentation to the City Council on December 12, 2024, on the question of designating the exterior portion of the property known as The O.B. Peatross House-Francis Speight and Sarah Blakeslee Home and Studio as a historic landmark; and

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160D, Article 9, Part 4 (Historic Districts and Landmarks) of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances for the City of Greenville have been met.

NOW, THEREFORE, be it ordained by the City Council of the City of Greenville, North Carolina, that:

Section 1. The property known as the O.B. Peatross House-Francis Speight and Sarah Blakelee Home and Studio in the City of Greenville, North Carolina, jurisdictional area, more particularly described in Exhibit A, is hereby designated a historic landmark pursuant to Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and Title 9, Chapter 7 of the Code of Ordinances of the City of Greenville. The name of the owner of the properties are Timothy S. and Jane M. Power.

Section 2. The waiting period set forth in Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes shall be observed prior to the demolition of the property known as the O.B. Peatross House-Francis Speight and Sarah Blakelee Home and Studio.

Section 3. That the owners and occupants of the property known as the O.B. Peatross House-Francis Speight and Sarah Blakelee Home and Studio be given notice of this ordinance as required by applicable law, and that copies of this ordinance be filed and indexed in the office of the City Clerk, Pitt County Register of Deeds, Pitt County Tax Supervisor, and the Planning and Development Services Department as required by applicable law.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part of this ordinance determined by a court of competent jurisdiction to be in violation of any law or constitutional provision shall be deemed severable and shall not affect the validity of the remainder.

Section 6. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this \_\_\_\_\_ day of December, 2024.

\_\_\_\_\_

P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_

Valerie Shiuwegar, City Clerk

NORTH CAROLINA

PITT COUNTY

I, \_\_\_\_\_, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Ord. 1198927

Exhibit A

Property Name:	O.B. Peatross House - Frances Speight and Sarah Blakeslee Home and Studio
Property Location:	1910 East Sixth Street, Greenville, Pitt County, North Carolina
Pitt County Tax Parcel:	17883
Current Owner:	Timothy S. and Jane M. Power
Property Description Reference:	Register of Deeds of Pitt County in Book 1017 at page 861

The property, is further described as follows:

Lying and being in the City of Greenville, Pitt County, North Carolina and BEGINNING at a point in the southern property line of Sixth Street (which is identical with that designated Seventh Street on the plant), said point being 105 feet N. 87-36-00 W. along said property line of Sixth Street from the point where the southern line of Sixth Street, extended, would intersect the western property line of Forest Hill Circle, extended; thence with the western line of Lot 9 S. 2-30-21 W. 153.40 feet; thence with the northern line of Lot 7 S. 84-54-49 E. 75 feet to an existing iron stake; thence N. 2-28-36 E. 149.88 feet to an existing iron stake in the southerly right-of-way of Sixth Street; thence S. 87-36-00 E. 75 feet to an iron stake, the point of the beginning.

And being the same property described in that deed to the Grantor dated May 11, 1960 recorded in Book S-31, Page 454 of the Pitt County Registry.

Survey and Research Report for the **O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio**

**I. General Information**

**HISTORIC NAME OF PROPERTY**

**O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio**

**ADDRESS OF PROPERTY**

**1910 E. 6th Street, Greenville, NC**

**PIN # 4688508407**

**DEED BOOK & PAGE Deed Book 1017, p. 861**

**PLAT BOOK & PAGE No reference listed**

**ZONING Residential**

**Amount of land/acreage to be designated 0. 26 acres**

**Interior to be designated No**

**Property Owner's Address & Phone**

**Timothy S. Power and Jane M. Power, 1910 East 6th Street, Greenville, NC 27858**

**252-717-7708**

**II. Abstract**

**Statement of Significance**

The O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio, located at 1910 E. Sixth Street, Greenville, NC, is proposed for local designation because of its architectural significance as a well-appointed American Four-Square style dwelling characterized principally by its large, low-sloping hip roof, exposed rafters, six-over-one Craftsman-era windows, three-quarter length hip roof front porch and simple board surrounds on doors and windows and as the home and studio of Francis Speight and Sarah Blakeslee Speight, a husband-and-wife team of artists associated with early-to-mid twentieth century movements in American regionalist art.

Although a once common housing style/type in early 20<sup>th</sup> century Greenville, very few examples remain in the city, and none as well appointed as the Peatross-Speight House. In addition to the well-preserved exterior, the interior of the house, likewise, maintains all its original details including darkly stained hardwood floors, French doors to the back hallway and dining room, five-panel doors elsewhere, crown moldings in all rooms, simple wood window and door surrounds, window weights and hardware, bathrooms with original porcelain tubs and pedestal sinks. The two original first floor mantel pieces are more Colonial Revival in style with colonettes and black subway tile hearths and surrounds. The staircase conforms to the standard square-in-section design with capped newels and plain balusters.

### **III. Historical Development and History**

The house was built in what is colloquially referred to as the Central Business District according to the publication, *The Architectural Heritage of Greenville, North Carolina*, edited by Michael Cotter and published in 1988. This was a neighborhood that was platted in 1913 by S.T. White who divided the land to sell for residential lots. R.M. Garrett bought lots number 45 & 46 on the north side of 9<sup>th</sup> street and lots number 59 (subject lot in this application) & 60 on the south side of 9<sup>th</sup> street for \$1,000.00 on March 1, 1920, presumably as speculative purchases for resale.

O.B. Peatross and his wife Lillie, purchased lot 59 on March 13, 1920, for \$500.00. Just three years later, in 1923, H.C. Sugg and wife Carrie purchased the lot for \$1,700.00 suggesting that the house was constructed by the Peatross' in the intervening years and the house is evident on the 1923 *Sanborn Fire Insurance Map*. The property continued to change hands and in 1928, Walter C. Jones and his wife May bought the house for \$8,000.00. Real estate had reached significant increases just prior to the Great Depression which likely explains the jump in value over the five-year period.

The next owner came in November of 1934 when the property was purchased by Frank W. Brown during the depths of the Depression. It is likely Brown who added the two-story addition onto the house which correlated with a significant increase in student population at ECTC and the house was located just two blocks from campus and faculty housing making it attractive for rental. The two-story section is laid out in a plan conducive to a rental with a door that closes it off to the other section of the second floor and two bedrooms separated by a shared bathroom.

Brown's estate sold it in July of 1955 to Per K. Andresen and his wife Christin, a local tobacconist who lived in a finely detailed and recently constructed Colonial Revival style house at the base of Rock Springs Road where it connects to East 10<sup>th</sup> Street. Andresen used two separate loans to pay for the property: one, \$10,000.00 paid to The Home Building and Loan Association of Greenville, and the second, \$4,500.00 paid to the Brown estate. It is likely during this time that the second, two-car garage was added to the Charles Street side of the property.

Per Andresen used the property as rental the entire time he owned the house and finally sold it to Francis Speight and Sarah Blakeslee in June of 1970. Francis Speight remained in the house, using it as his studio and gallery until his passing in 1989 and Sarah remained there until she relocated to Philadelphia in 1998 to be closer to her daughter Elisbeth. Mrs. Blakeslee had conveyed the property to East Carolina University several years earlier but retained a life estate so that she could remain in the house for as long as she wanted to. Following her relocation to Philadelphia, the University solicited contracts for removing the house by demolition.

In 2000, with assistance from the University and the Pitt County Historical Society, Jane and Scott Power purchased a lot on 6<sup>th</sup> Street and relocated the house and both garage buildings to save and preserve the home.



The importance of Francis Wayland Speight as an educator and artist as well as that of Sarah Blakeslee Speight, has been well documented in the publication, *The Privilege to Paint: The Lives of Francis Speight and Sarah Blakeslee* by author Maurice C. York. Returning to North Carolina from a 40-year teaching career at the prestigious Pennsylvania Academy of Fine Arts in Philadelphia, Speight, at the urging of then ECU president Dr. Leo Jenkins, took the position of the first Artist-In-Residence at the university in 1961. Throughout his career, Speight had returned to North Carolina to visit family in his native Bertie County and to paint and teach. In the early 1930s, for two consecutive summers, he taught painting classes at the University of North Carolina in Chapel Hill and spent his off time traveling the state recording scenes, through oil, of old historic homes and vanishing places like the one-car ferry at Sans Sous in his home county. He considered himself a historic preservationist by way of preserving scenes of places on the North Carolina landscape that were in disrepair and on the verge of demolition by neglect. He and Sarah were also instrumental in the restoration of Hope Plantation—the home of Gov. David Stone, also in Bertie County.

Sarah Blakeslee is best known for the hundreds of portraits she painted of everyday citizens of Greenville and surrounding areas as well as university presidents and governors. She also excelled at landscape and still life painting.

Both of their works are held in numerous museums, corporate, and private collections across the United States including the North Carolina Museum of Art, the Johnson Collection, and a special dedicated space in the local Greenville Museum of Art.

1 *The Architectural Heritage of Greenville, North Carolina*, edited by Michael Cotter and published in 1988. 2 S.T. White 1913 Division of Land, Map Book 2, p. 34. 3 R.M. Garrett purchase of lots, Deed Ref. J-13, p. 164. 4 O.B. Peatross and his wife Lillie, purchase, Deed Ref. P-13, p. 300. 5 H.C. Sugg and wife Carrie purchase, Deed Ref. S-14, p. 182. 6 Walter C. Jones and wife May purchase, Deed Ref. O-17, p. 306. 7 Frank W. Brown purchase, Deed Ref. S-20, p. 256. 8 Per K. Andresen and his wife Christin purchase, Deed Ref. R-31, p. 157. 9 Francis Speight and Sarah Blakeslee purchase, Deed

# CHAIN OF TITLE

NAME	YEAR	LOT	AMOUNT PAID	REFERENCE
S.T. White	1913	Division of land		Map book 2 Page 34
R.M.Garrett	3/1/1920	Buys lots number 45 & 46 (north side of 9 <sup>th</sup> street) 59 & 60 (south side of 9 <sup>th</sup> street)	\$1000	Deed ref. J-13 Page 164
O.B.Peatross & wife Lillie	3/13/1920	Purchase lot 59	\$500	Deed ref. P-13 Page 300
H.C. Sugg & wife Carrie	1923	Purchase lot 59	\$1700	Deed ref. S-14 Page 182

**\*\*Note: Deed still has no reference to "improvements on the land"**

Walter C. Jones & wife May H.	8/13/1928	Purchase lot 59	\$8000	Deed ref. O-17 Page 306
Frank W. Brown	11/24/1934	Purchase lot 59		Deed ref. S-20 Page 256
Per K. Andresen & wife Christin	7/1/1955	Purchase lot 59	\$10,000 – Home Building and Loan Association of Greenville \$4500 – to the estate of Frank W. Brown	Deed ref. R-31 Page 157

**\*\*Note: the purchase was made from the estate through The First National Bank of Altoona et al.  
Frank W. Brown was living in Altoona PA (Blair County) at the time of his death.  
Reference Will book 9 page 428**

Francis Speight	6/22/1970	Purchase lot 59		Deed ref. G-39 Page 222
-----------------	-----------	--------------------	--	-------------------------------

S.T. White – 1913 division of land – Map book 2 page 34

R.M.Garrett – 3/1/1920 buys lots number 45 & 46 (north side of 9<sup>th</sup> street) and lots number 59 & 60 (south side of 9<sup>th</sup> street) for \$1000 – Deed ref. J-13 page 164

O.B.Peatross and wife Lillie – 3/13/1920 purchase lot 59 for \$500 – Deed ref. P-13 page 300

H.C. Sugg and wife Carrie – 1923 purchase lot for \$1700 – Deed ref S-14 page 182  
(Deed still has no reference to “improvements on the land”)

Walter C. Jones and wife May H. – 8/13/1928 purchase for \$8000 – Deed ref. O-17 page 306

Frank W. Brown – 11/24/1934 purchase - Deed ref S-20 page 256

Per K. Andresen and wife Christin – 7/1/1955 purchase from estate of Frank W. Brown, The First National Bank of Altoona et al, with 2 separate loans:

1. \$10,000 to be paid to The Home Building and Loan Association of Greenville
2. \$4500 to the estate

Deed ref. R31 page 157

Note: Frank W. Brown was living in Altoona, PA (Blair County) at the time of his death. Will Book 9 page 428

Francis Speight – 6/22/1970 purchase – Deed ref G39 page 222

Ref. G-39, p. 222. 10 *The Privilege to Paint: The Lives of Francis Speight and Sarah Blakeslee* by author Maurice C. York.

#### **IV. Architectural Assessment**

##### **• Architectural Importance**

The O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio is locally significant because it represents one of the finest examples of the American Foursquare style/form house remaining in Greenville, NC. The designer of the house is unknown and was probably a builder's design based on examples found in many period publications illustrating popular housing styles of the early 20<sup>th</sup> century.

##### **• Architectural Context**

The American Foursquare or American Four Square (American 4 Square) is an American house vernacular under the Arts and Crafts style popular from the mid-1890s to the late 1930s. A reaction to the ornate and mass-produced elements of the Victorian and other Revival styles popular throughout the last half of the 19th century, the American Foursquare was plain, often incorporating handcrafted "honest" woodwork (unless purchased from a mail-order catalog). This architectural vernacular incorporates elements of the Prairie School and the Craftsman styles. It is also sometimes called Transitional Period.

The hallmarks of the vernacular include a basically square, boxy design, two-and-one-half stories high, usually with four large, boxy rooms to a floor (with the exception of the attic floor, which typically has only one or two rooms), a center dormer, and a large front porch with wide stairs. The boxy shape provides a maximum amount of interior room space, to use a small city lot to best advantage. Other common features included a hipped roof, arched entries between common rooms, built-in cabinetry, and Craftsman-style woodwork.

Foursquare houses may be built with a variety of materials, including bricks and wood frames. Later models include built-in shelves and other amenities. Large tracts of these homes exist in

older Midwestern urban neighborhoods, particularly streetcar suburbs, but the design was used everywhere.

As with other styles in streetcar suburbs, it was tailored to relatively narrow lots, and was multi-story, allowing more square footage on a smaller footprint. The American Foursquare style is occasionally revived in new developments, although its appeal is as a "traditional-looking" style rather than a fully authentic one, often including modern two-car attached garages and other features absent in originals, and typically built on larger lots.

1 *The Historic Architecture of Pitt County, North Carolina* edited by Scott Power and published in 1991. 2 *Houses By Mail*, by authors H. Ward Jandl and Katherine Cole Stevenson published in 1986.

#### • Architectural Description

The Peatross-Speight House illustrates a well-appointed American Four-Square style dwelling characterized principally by its large, low-sloping hip roof, exposed rafters, six-over-one Craftsman-era windows, three-quarter length hip roof front porch and simple board surrounds on doors and windows. The two-story house was initially constructed c. 1920 as a three-bay house with a steeper hip roof but in the mid-1930s, it was overbuilt by adding an additional two-bays on both stories and covered with the current lower-sloped hip roof. Other than a small, later one-story room on the rear, southeast corner that was removed in the 1970s due to condition issues, the original overall footprint of the house remains intact.

The interior of the house, likewise, maintains all its original details including darkly stained hardwood floors, French doors to the back hallway and dining room, five-panel doors elsewhere, crown moldings in all rooms, simple wood window and door surrounds, window weights and hardware, bathrooms with original porcelain tubs and pedestal sinks. The two original first floor mantel pieces are more Colonial Revival in style with colonettes and black subway tile hearths and

surrounds. The staircase conforms to the standard square-in-section design with capped newels and plain balusters.

The only changes to the interior were in the kitchen where the original cabinets had already been removed except for the adjacent butler's pantry where a section of cabinetry was used as a guide for reproducing the kitchen cabinets. A smaller pantry is located off the kitchen and maintains its original shelving. Windows in the larger pantry are casements with original hardware.

The original plaster walls were also maintained and repaired.

#### **Archaeological Comments**

- No known archaeological features.

#### **Integrity Statement**

- **Location:** The O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio was relocated to its current lot in 2000, with assistance from East Carolina University and the Pitt County Historical Society. Jane and Scott Power purchased the current lot the house sits on on 6<sup>th</sup> Street and relocated the house and both garage buildings to save and preserve the home.

Currently, the house sits in a residential neighborhood not unlike the original site on Ninth Street. It also sits on a lot approximately the size of the original lot. The house is surrounded by mostly post-WWII houses though it is only one block from 5<sup>th</sup> Street which has houses of comparable size and period. Outbuildings are located to the rear of the house as they were on the original site. A straight, two-strip concrete driveway replicates the original driveway found at the original site. This neighborhood, like the original, supported East Carolina Teachers Training College by providing housing to professors and local business owners as well as government workers.

- **Design:** O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio

exemplifies the American Foursquare style/form which was popular in the 1920's and 1930's. Both the exterior and interior of the house have remained largely unchanged except the removal of a small, later one-story room on the rear, southeast corner that was removed in the 1970s due to condition issues, the original overall footprint of the house remains intact.

The design illustrates a well-appointed American Four-Square style dwelling characterized principally by its large, low-sloping hip roof, exposed rafters, six-over-one Craftsman-era windows, three-quarter length hip roof front porch and simple board surrounds on doors and windows. The two-story house was initially constructed c. 1920 as a three-bay house with a steeper hip roof but in the mid-1930s, it was overbuilt by adding an additional two-bays on both stories and covered with the current lower-sloped hip roof.

The interior of the house, likewise, maintains all its original details including darkly stained hardwood floors, French doors to the back hallway and dining room, five-panel doors elsewhere, crown moldings in all rooms, simple wood window and door surrounds, window weights and hardware, bathrooms with original porcelain tubs and pedestal sinks. The two original first floor mantel pieces are more Colonial Revival in style with colonettes and black subway tile hearths and surrounds. The staircase conforms to the standard square-in-section design with capped newels and plain balusters.

The only changes to the interior were in the kitchen where the original cabinets had already been removed except for the adjacent butler's pantry where a section of cabinetry was used as a guide for reproducing the kitchen cabinets. A smaller pantry is located off the kitchen and maintains its original shelving. Windows in the larger pantry are casements with original hardware.

The original plaster walls were also maintained and repaired.

- **Setting:** Currently, the house sits in a residential neighborhood not unlike the original site on Ninth Street. It also sits on a lot approximately the size of the original lot. The house is surrounded by mostly post-WWII houses though it is only one block from 5<sup>th</sup> Street which has houses of **comparable size and period. Outbuildings are located to the rear of the house as they were on the original site.** A straight, two-strip concrete driveway replicates the original driveway found at the original site. Several preexisting tall pines envelope the house on either side as well as azaleas and a dogwood on the back property line. Curb and gutter define the public street in front of the house. The neighborhood, like the original, supported East Carolina Teachers Training College by providing housing to professors and local business owners as well as government workers.

- **Workmanship:** Built in the American Foursquare style/form, both the interior and exterior details of the O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio show a high level of craftsmanship and design. On the exterior original siding, 6/1 windows, porch supports in the Craftsman style, original tongue & groove flooring on the porch, exposed rafter tails and form depict identifying elements. On the interior of the house, details including darkly stained hardwood floors, French doors to the back hallway and dining room, five-panel doors elsewhere, crown moldings in all rooms, simple wood window and door surrounds, window weights and hardware, bathrooms with original porcelain tubs and pedestal sinks illustrate exceptional workmanship. The two original first floor mantel pieces are more Colonial Revival in style with colonettes and black subway tile hearths and surrounds. The staircase conforms to the standard square-in-section design with capped newels and plain balusters.

- **Materials:** The house retains nearly all its original materials from the period of construction including exterior wood siding, porch materials, floors, doors, windows, plaster walls, plumbing fixtures and the butler's pantry. During the 2000 renovation, great care was taken to preserve all historic fabric and original features to the home.



• **Feeling:** Of the defining elements of an American Foursquare house, its 9ft ceilings, more open floor plan, wood floors and plaster walls all contribute to a house prized for its livability in today's world. These were also hallmarks appreciated by early 20<sup>th</sup> century homeowners which are evident in period magazine articles espousing the virtues of the style. The outside of the house is rather plain showing a kinship to the evolving modern tendencies beginning to run through all strains of architecture by the 1920s and 1930s. Care was taken to preserve this aspect of the design and it is one of the many comments by guests who visit the home. On a return trip to Greenville in the early 2000s, Mrs. Sarah Blakeslee Speight toured the home and commented on how it still felt familiar and comfortable.

• **Association:** Given the house has been relocated several blocks from its original site, its association with the original neighborhood it was constructed in has been modified, but it derives its main significance from its architecture as a well preserved example of the American Foursquare style/form in Greenville, NC. Further, the case is often made that association of the ownership is negatively affected by relocation but in this case, the house was not only the home of Francis Speight and Sarah Blakeslee, but it was also their studio and gallery where they created and sold paintings to many, many collectors who toured the home to select artwork for sale. Given the importance of both artists to the development of art in North Carolina from the early to late 20th century, the use of the house as a studio where they painted as well as sold their art imbues the dwelling with importance as the place of artistic output, the site of creation of art which transcends the mere location of the house. In other words, the original location of the house is not why the Speight's purchased it—it was for the size, amount of natural light and two outbuildings, one of which was used to store wooden shipping crates and packaging materials. Location near the university was clearly a consideration, but perhaps not the main consideration according to family members.

### **Statement on Why Property is Being Designated**

The O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio is being proposed for local landmark designation to assist in the preservation of an important historic house in Greenville, NC—a town that has seen significant demolition of historic buildings since the inception of Urban Renewal in the 1960s. The house illustrates a significant style/form of architecture almost nonexistent in the town today. It is also being preserved as the home and studio of two of North Carolina's most important and prolific 20<sup>th</sup> century artists, Francis Speight and Sarah Blakeslee and the contributions they made to art locally and across the state.

### **Statement on Buildings and Features Proposed for Designation**

The entirety of the exterior of the house as well as the two outbuildings located behind the house. A site map with the proposed boundary for designation is included.

- **Proposed Boundary Justification:** The proposed boundary for Local Landmark Designation is the property's current 0.26-acre parcel (PIN # 4688508407) at 1910 E. Sixth Street, Greenville, NC

### **Bibliography**

*The Architectural Heritage of Greenville, North Carolina*, edited by Michael Cotter and published in 1988.

Pitt County Deep Books, Register of Deeds office.

*The Privilege to Paint: The Lives of Francis Speight and Sarah Blakeslee* by author Maurice C. York published in 2002.

*The Historic Architecture of Pitt County, North Carolina* edited by Scott Power and published in 1991.  
*Houses By Mail*, by authors H. Ward Jandl and Katherine Cole Stevenson published in 1986.









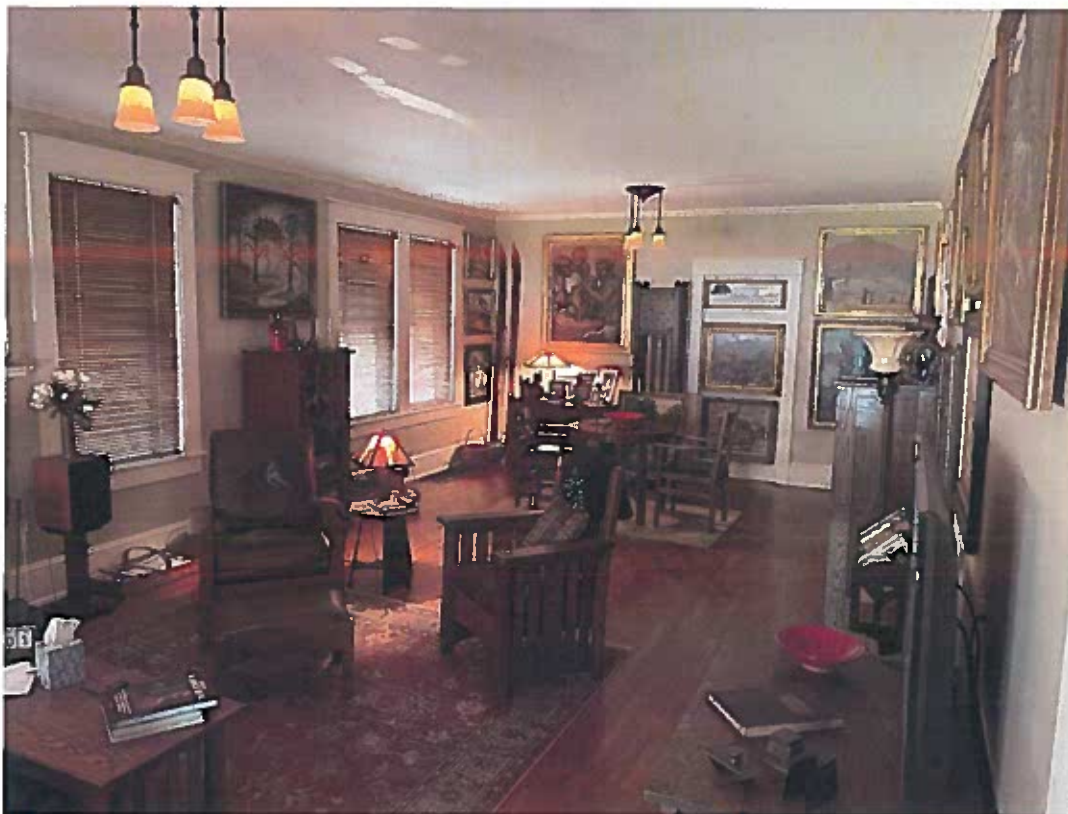












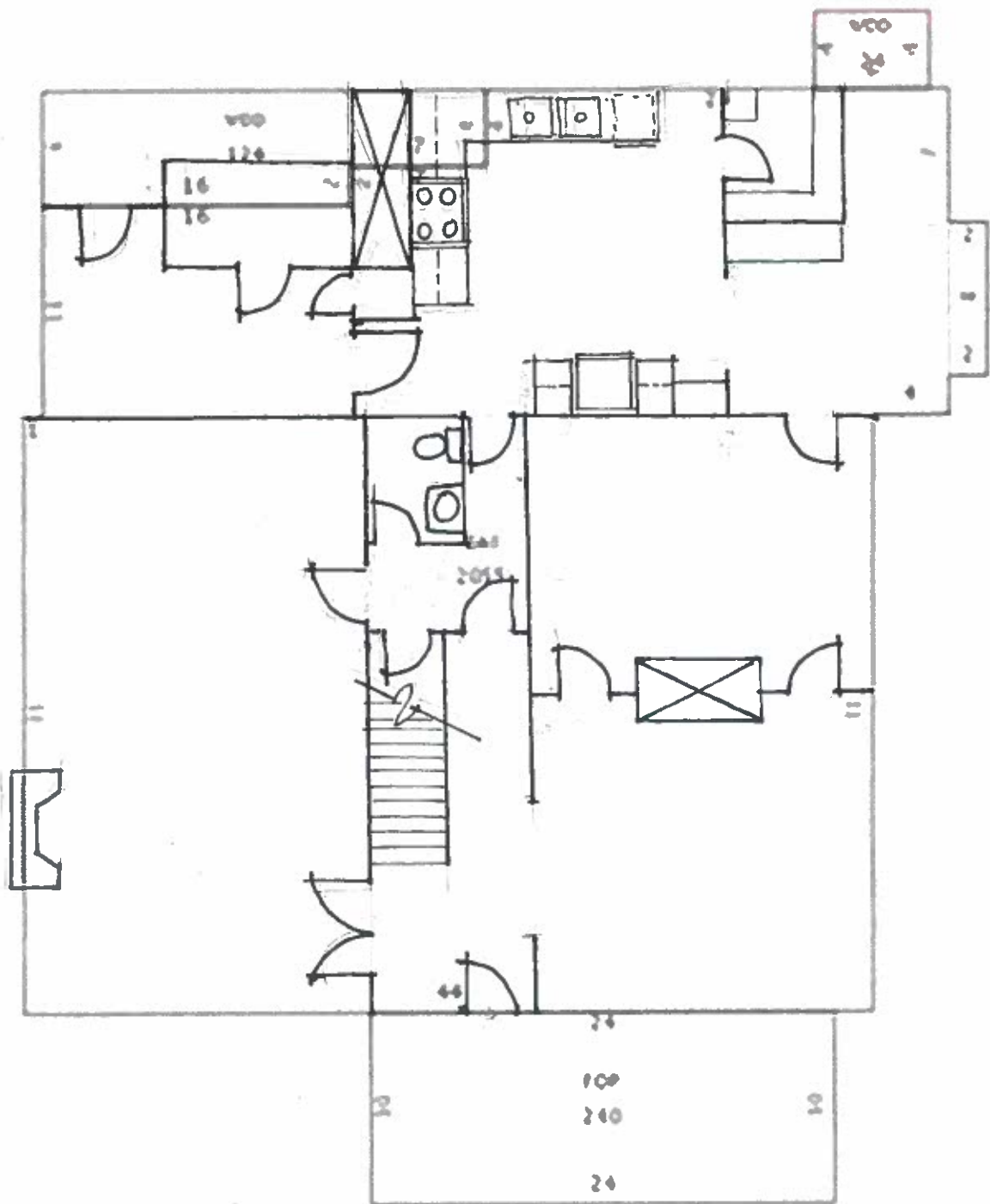




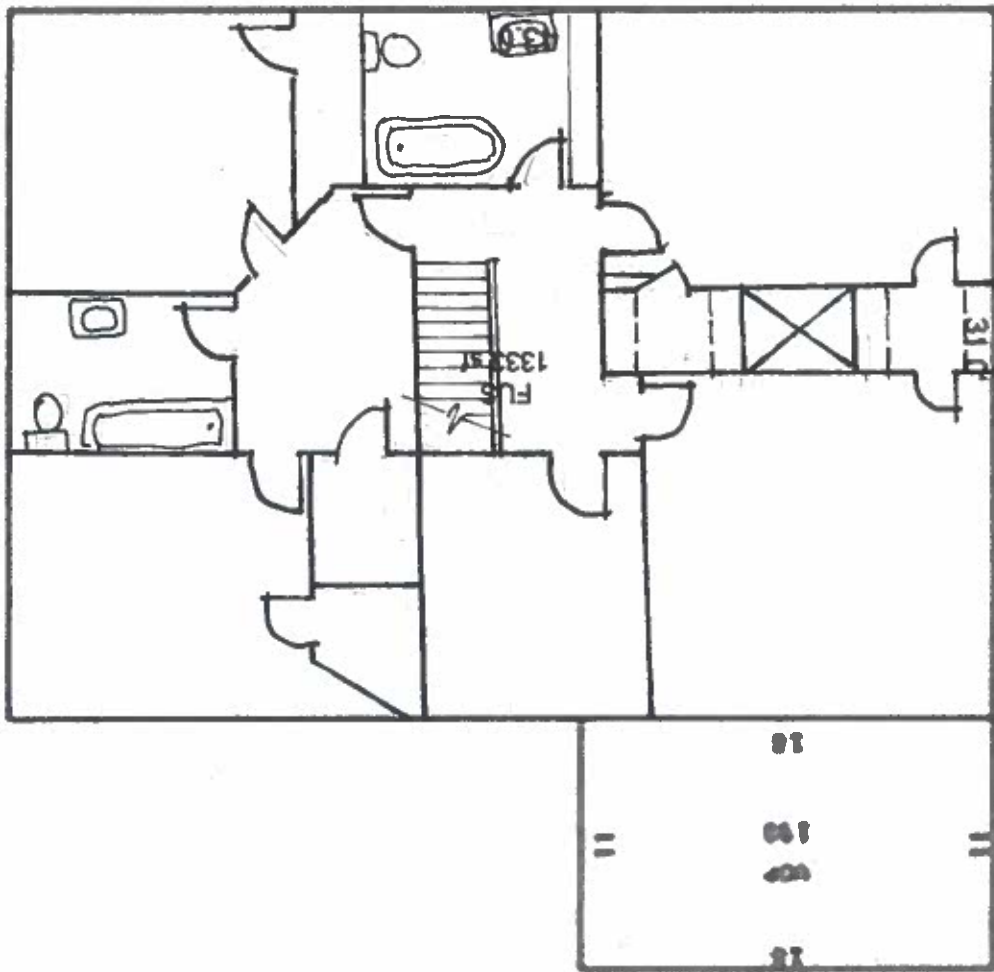








1ST FLOOR



2<sup>ND</sup> FLOOR





1199

2823

80427

80428

6TH ST

E 6TH ST

3536

11267

2802

4619

2859

17883

17884

8658

15915

17390

2420

160

25520

12606

14564

Pitt County Property Record Search

17883  
1910 E SIXTH ST

POWER, TIMOTHY SCOTT | POWER, JANE M  
1910 E SIXTH ST GREENVILLE NC 27858 0000

Total Market Value  
\$421,400

KEY INFORMATION

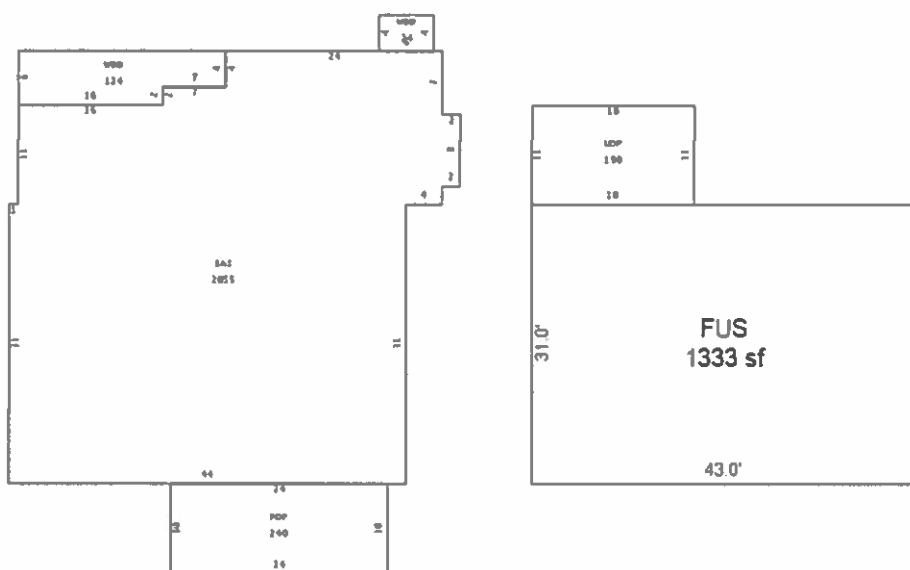
Property Use	RES	Lot Number	-
Zoning	R9S	Land Class	RES
Land Size	0.26	Legal Description	VAC. 6TH ST.
Township	GREENVILLE	Fire District	-
Neighborhood	0004455	Planning Jurisdiction	GV
Municipality	GREENVILLE		

ASSESSMENT DETAILS

Land Value	\$39,000
Building Value	\$375,650
Misc Improvements Value	\$6,750
Use Value Deferred	\$0
Total Market Value	\$421,400
Total Taxable Value	\$421,400

BUILDING DETAILS

Card #	1	Style	01-SFR-CONST(01-SFR)
Living Area	3388	Exterior Wall	WD-ON-SH
Internal Wall (1)	PLASTER	Internal Wall (2)	-
Heat	HEAT-P	A/C	CENT
Bedrooms	5	Full Baths	2
Half Baths	1	Fireplace	0
Garage	N	Carport	N
Grade	B +15	Foundation	-
Stories	1.65	Year Built	1910
Effective Year Built	2010		





SALES HISTORY

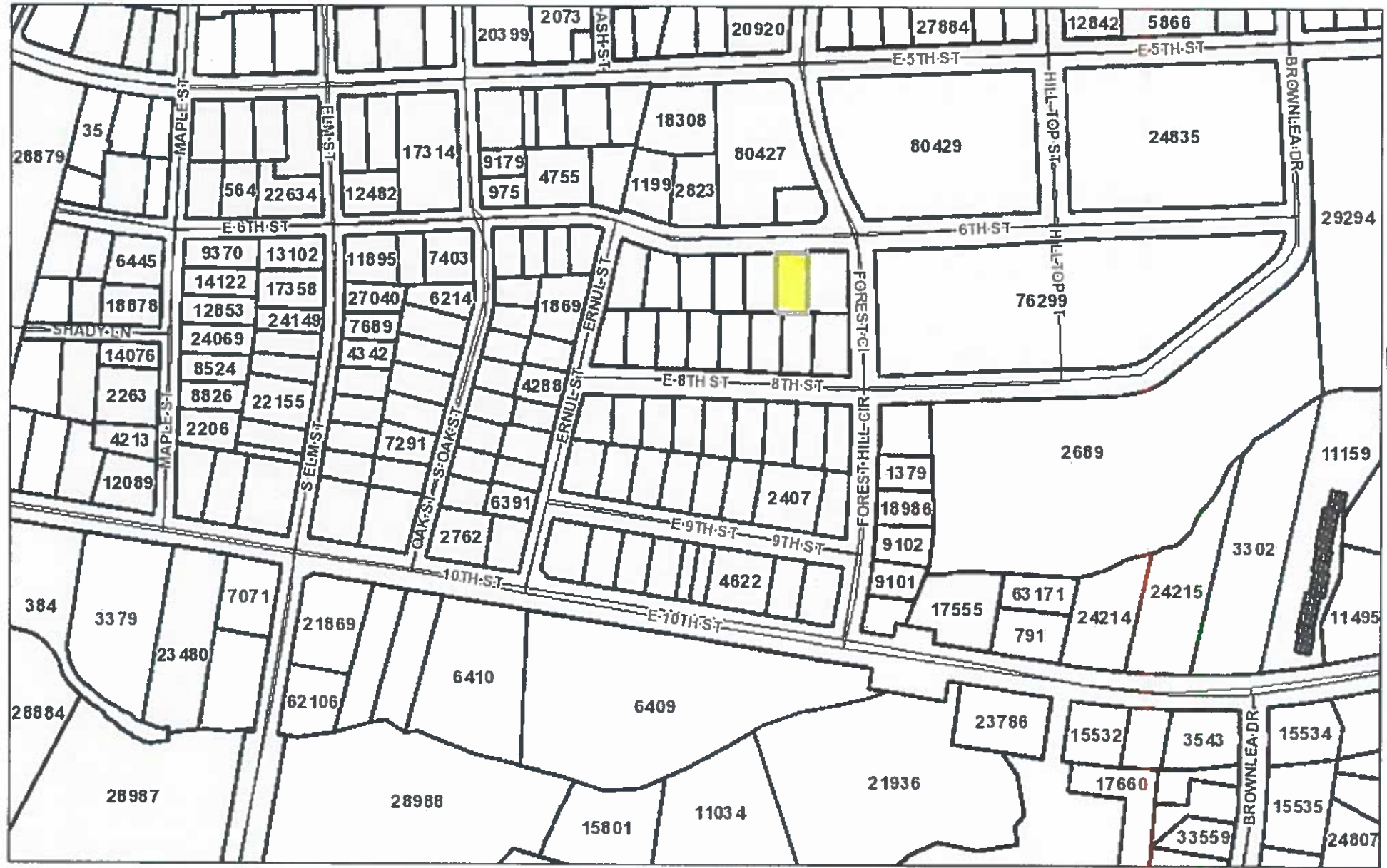
SALE DATE      SALE PRICE      SALE TYPE      DEED / DOCUMENT DATE      QUALIFIED

001017.00861



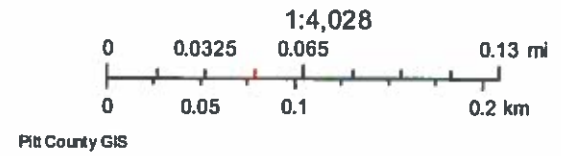
PROPOSED DESIGNATION  
BOUNDARY MAP

Pitt County



June 3, 2024

- |                    |                           |                 |                    |
|--------------------|---------------------------|-----------------|--------------------|
| Parcels            | Greenville Streets Labels | Airport Runway  | <b>NC Counties</b> |
| County Road Labels | Greenville Streets        | County Boundary | 0                  |
| County Roads       | Railroad                  |                 | -3                 |



LOCAL HISTORIC LANDMARK APPLICATION FOR  
THE FRANCIS SPEIGHT AND SARAH BLAKESLEE  
HOME AND STUDIO

**1. HISTORIC NAME OF PROPERTY:**

**O. B. Peatross House--Francis Speight and Sarah Blakeslee Home and Studio**  
1910 East 6<sup>th</sup> Street  
Greenville, NC 27858

**2. LOCATION:**

- A. Address: **1910 East 6<sup>th</sup> Street Greenville, NC 27858**
- B. Deed Book and Page Number: 1017 and 861
- C. Local or National Register District, if applicable: N/A

**3. LEGAL OWNER OF PROPERTY:**

NAME(S): Scott and Jane Power  
ADDRESS: 1910 East 6<sup>th</sup> Street  
CITY/STATE: Greenville, North Carolina ZIP CODE: 27858  
PHONE: 252-717-7708 EMAIL: spower1159@gmail.com

**4. GENERAL INFORMATION:**

- A. Dates of Construction: **Ca. 1920 with large addition ca. 1934**
- B. Outbuildings: **Yes, 2—one single car garage and one double-car garage**
- C. Have any buildings on the property been moved? **Yes, all three buildings relocated from 9<sup>th</sup> street. The house and both garages were relocated to save them from demolition by East Carolina University who worked with the owners by providing a small donation toward the move. All three were moved in 2000.**
- D. Approximate acreage: **1/8 acre**
- E. Most recent assessed value: **\$515,312.00**
- F. Architect and/or Builder/Mason (if known): **Unknown**
- G. Original Use: **residential**
- H. Present Use: **residential**

**5. ARCHITECTURAL DESCRIPTION:**

On a separate sheet of paper, briefly describe architectural features, additions, remodelings, and any alterations not apparent in photographs. Also, describe the setting, e.g. rural, downtown neighborhood, etc.

The Peatross-Speight House illustrates a well-appointed American Four-Square style dwelling characterized principally by its large, low-sloping hip roof, exposed rafters, six-over-one Craftsman-era windows, three-quarter length hip roof front porch and simple board surrounds on doors and windows. The two-story house was initially constructed c. 1920 as a three-bay house with a steeper hip roof but

in the mid-1930s, it was overbuilt by adding an additional two-bays on both stories and covered with the current lower-sloped hip roof. Other than a small, later one-story room on the rear, southeast corner that was removed in the 1970s due to condition issues, the original overall footprint of the house remains intact.

The interior of the house, likewise, maintains all its original details including darkly stained hardwood floors, French doors to the back hallway and dining room, five-panel doors elsewhere, crown moldings in all rooms, simple wood window and door surrounds, window weights and hardware, bathrooms with original porcelain tubs and pedestal sinks. The two original first floor mantel pieces are more Colonial Revival in style with colonettes and black subway tile hearths and surrounds. The staircase conforms to the standard square-in-section design with capped newels and plain balusters.

The only changes to the interior were in the kitchen where the original cabinets had already been removed except for the adjacent butler's pantry where a section of cabinetry was used as a guide for reproducing the kitchen cabinets. A smaller pantry is located off the kitchen and maintains its original shelving. Windows in the larger pantry are casements with original hardware.

The original plaster walls were also maintained and repaired.

Currently, the house sits in a residential neighborhood not unlike the original site on Ninth Street. It also sits on a lot approximately the size of the original lot. The house is surrounded by mostly post-WWII houses though it is only one block from 5<sup>th</sup> Street which has houses of comparable size and period. Outbuildings are located to the rear of the house as they were on the original site. A straight, two-strip concrete driveway replicates the original driveway found at the original site. This neighborhood, like the original, supported East Carolina Teachers Training College by providing housing to professors and local business owners as well as government workers.

## 6. HISTORY:

On a separate sheet of paper, describe any significant events, personages and/or families associated with the property. (Detailed family genealogies are not necessary.) Please cite sources and list any additional sources of information. Only material contained on the form will be used for evaluation.

In addition to its architectural significance, the Peatross-Speight House is perhaps even more important as the home and studio of Francis Speight and Sarah Blakeslee Speight, a husband-and-wife team of artists associated with early-to-mid twentieth century movements in American regionalist art. More on the Speights later.

The house was built in what is colloquially referred to as the Central Business District according to the publication, *The Architectural Heritage of Greenville*,

*North Carolina*, edited by Michael Cotter and published in 1988. This was a neighborhood that was platted in 1913 by S.T. White who divided the land to sell for residential lots. R.M. Garrett bought lots number 45 & 46 on the north side of 9<sup>th</sup> street and lots number 59 (subject lot in this application) & 60 on the south side of 9<sup>th</sup> street for \$1,000.00 on March 1, 1920, presumably as speculative purchases for resale.

O.B. Peatross and his wife Lillie, purchased lot 59 on March 13, 1920, for \$500.00. Just three years later, in 1923, H.C. Sugg and wife Carrie purchased the lot for \$1,700.00 suggesting that the house was constructed by the Peatross' in the intervening years and the house is evident on the *1923 Sanborn Fire Insurance Map*. The property continued to change hands and in 1928, Walter C. Jones and his wife May bought the house for \$8,000.00. Real estate had reached significant increases just prior to the Great Depression which likely explains the jump in value over the five-year period.

The next owner came in November of 1934 when the property was purchased by Frank W. Brown during the depths of the Depression. It is likely Brown who added the two-story addition onto the house which correlated with a significant increase in student population at ECTC and the house was located just two blocks from campus and faculty housing making it attractive for rental. The two-story section is laid out in a plan conducive to a rental with a door that closes it off to the other section of the second floor and two bedrooms separated by a shared bathroom.

Brown's estate sold it in July of 1955 to Per K. Andresen and his wife Christin, a local tobacconist who lived in a finely detailed and recently constructed Colonial Revival style house at the base of Rock Springs Road where it connects to East 10<sup>th</sup> Street. Andresen used two separate loans to pay for the property: one, \$10,000.00 paid to The Home Building and Loan Association of Greenville, and the second, \$4,500.00 paid to the Brown estate. It is likely during this time that the second, two-car garage was added to the Charles Street side of the property.

Per Andresen used the property as rental the entire time he owned the house and finally sold it to Francis Speight and Sarah Blakeslee in June of 1970. Francis Speight remained in the house, using it as his studio and gallery until his passing in 1989 and Sarah remained there until she relocated to Philadelphia in 1998 to be closer to her daughter Elisbeth. Mrs. Blakeslee had conveyed the property to East Carolina University several years earlier but retained a life estate so that she could remain in the house for as long as she wanted to. Following her relocation to Philadelphia, the University solicited contracts for removing the house by demolition.

In 2000, with assistance from the University and the Pitt County Historical Society, Jane and Scott Power purchased a lot on 6<sup>th</sup> Street and relocated the house and both garage buildings to save and preserve the home.

The importance of Francis Wayland Speight as an educator and artist as well as that of Sarah Blakeslee Speight, has been well documented in the publication, *The Privilege to Paint: The Lives of Francis Speight and Sarah Blakeslee* by author Maurice C. York. Returning to North Carolina from a 40-year teaching career at the prestigious Pennsylvania Academy of Fine Arts in Philadelphia, Speight, at the urging of then ECU president Dr. Leo Jenkins, took the position of the first Artist-In-Residence at the university in 1961. Throughout his career, Speight had returned to North Carolina to visit family in his native Bertie County and to paint and teach. In the early 1930s, for two consecutive summers, he taught painting classes at the University of North Carolina in Chapel Hill and spent his off time traveling the state recording scenes, through oil, of old historic homes and vanishing places like the one-car ferry at Sans Sous in his own county. He considered himself a historic preservationist by way of preserving scenes of places on the North Carolina landscape that were in disrepair and on the verge of demolition by neglect. He and Sarah were also instrumental in the restoration of Hope Plantation—the home of Gov. David Stone, also in Bertie County.

Sarah Blakeslee is best known for the hundreds of portraits she painted of everyday citizens of Greenville and surrounding areas as well as university presidents and governors. She also excelled at landscape and still life painting.

Both of their works are held in numerous museums, corporate, and private collections across the United States including the North Carolina Museum of Art, the Johnson Collection, and a special dedicated space in the local Greenville Museum of Art.

## **7. PHOTOGRAPHS:**

At least two current exterior color photographs must be provided. Photographs **MUST BE LABELED** (name of structure, address, county). Current interior views and views of other buildings on the property would also be helpful. If the property is in a developed setting, such as a residential-neighborhood or a business district, include slides of adjoining streetscapes and indicate how these views relate to subject property. Current exterior and interior photographs would also be helpful. Good photocopies of photographs are acceptable.

Note: If photographs are not included, the staff can make an informal evaluation of the property, but it cannot be presented to the Review Committee.

**8. MAPS:**

Please include a map showing the location of the property. A sketch map is acceptable, but please note street and route numbers. Any outbuildings on the property should also be noted. Please include a “North” arrow.

9. Is the property income producing? **No** if so, will the applicant seek the Rehabilitation Tax Credits? **No**
10. Has the property ever been surveyed by the State Historic Preservation Office or during a local historic building survey? If so, when and by whom?

Yes, the house was surveyed by Kate M. Ohno in 1982, a project sponsored by the City of Greenville and the North Carolina Division of Archives and History (now part of the North Carolina Department of Natural and Cultural Resources). Subsequently, the property was included in the local 1988 publication, *The Architectural Heritage of Greenville, North Carolina* sponsored by the Greenville Area Preservation Association—an entity that no longer exists. The permanent file for the property is in Raleigh in the files of the State Historic Preservation Office in the State Archives Building.

OWNER ACKNOWLEDGEMENT

I/We, Jane and Scott Power, understand that if my property is designated as a Local Landmark by the Greenville City Council no exterior portion of any building or other structure, including masonry walls, fences, light fixtures, steps and pavement, or other appurtenant feature shall be erected, altered, restored, moved, or demolished until after a complete application for a Certificate of Appropriateness has been submitted and approved by the Historic Preservation Commission.

The property is eligible to receive a fifty (50) percent annual deferral of the city and county property taxes for as long as the property is designated and retains special significance and integrity. Once designated, the City will provide you the necessary documentation so that the property owner can apply for the tax deferral at the Pitt County Tax Assessor's Office.

Timothy S. Power

Property Owner

Jane M. Power

Property Owner

Mail the completed application and supporting documentation to:  
City of Greenville  
Planning Division, Historic Preservation  
P.O. Box 7207  
Greenville, NC 27835-7207

Or hand-deliver to: 201 West 5<sup>th</sup> Street  
Greenville NC 27835













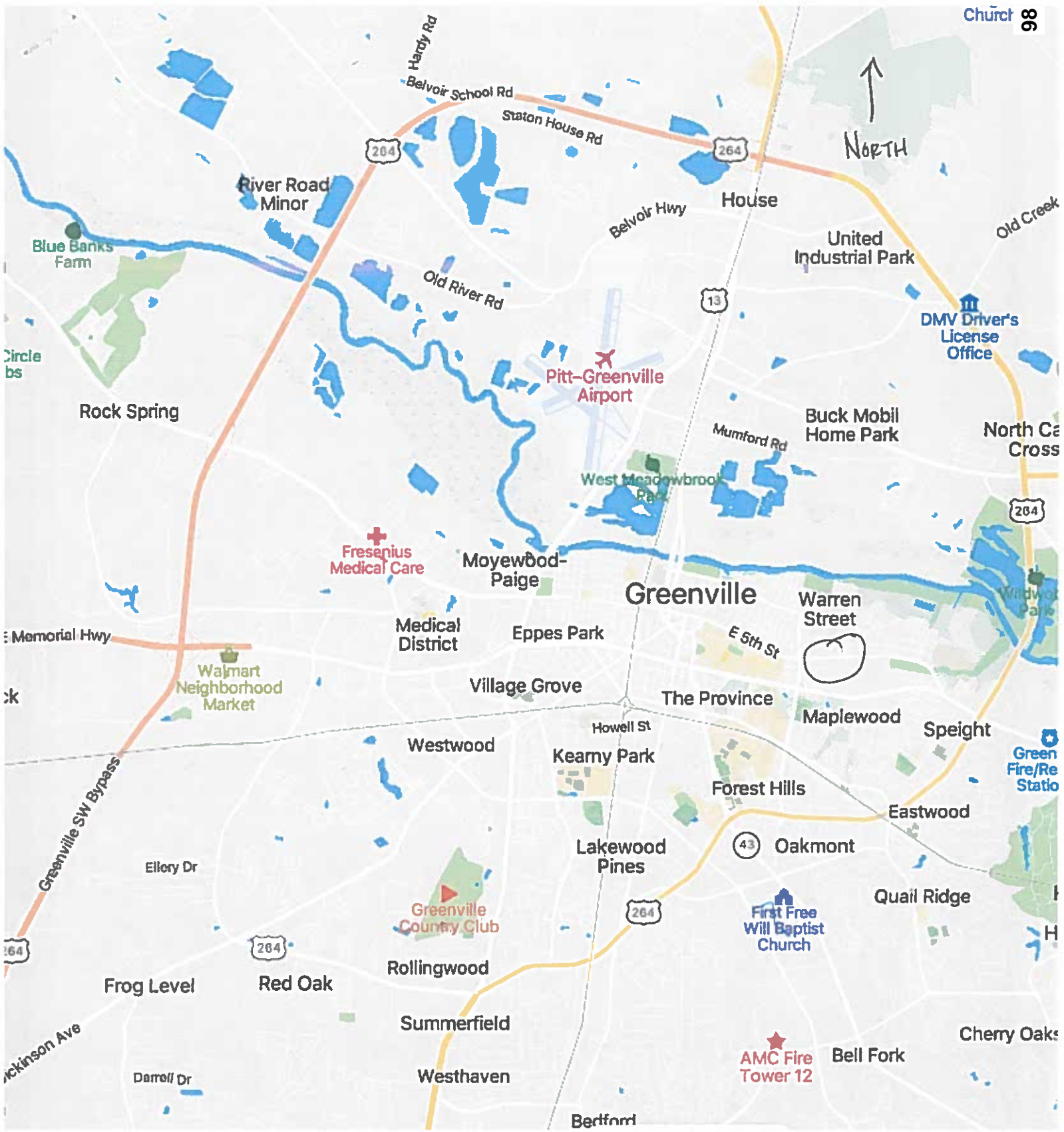












↑  
NORTH

264

264

13

264

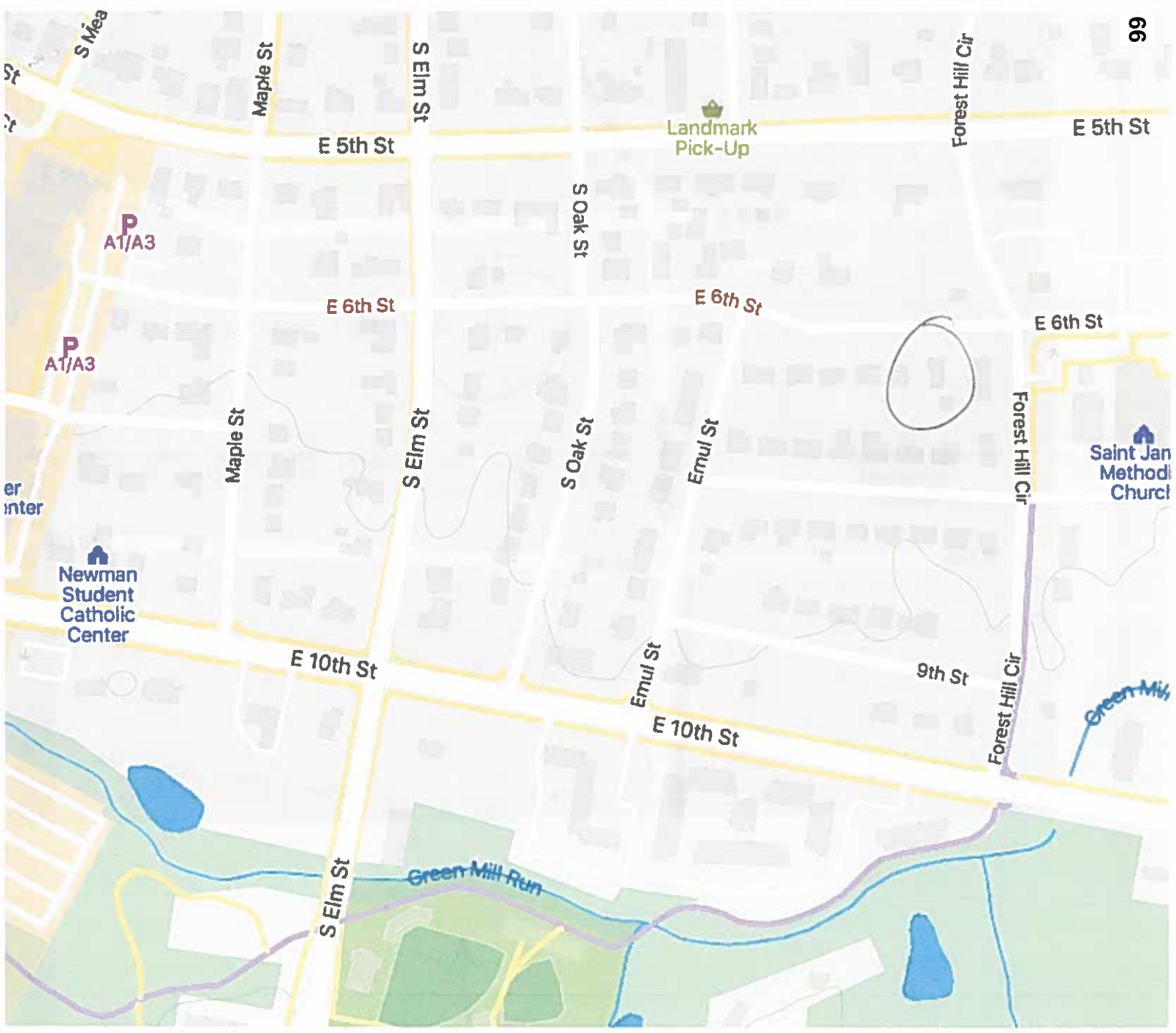
264

264

264

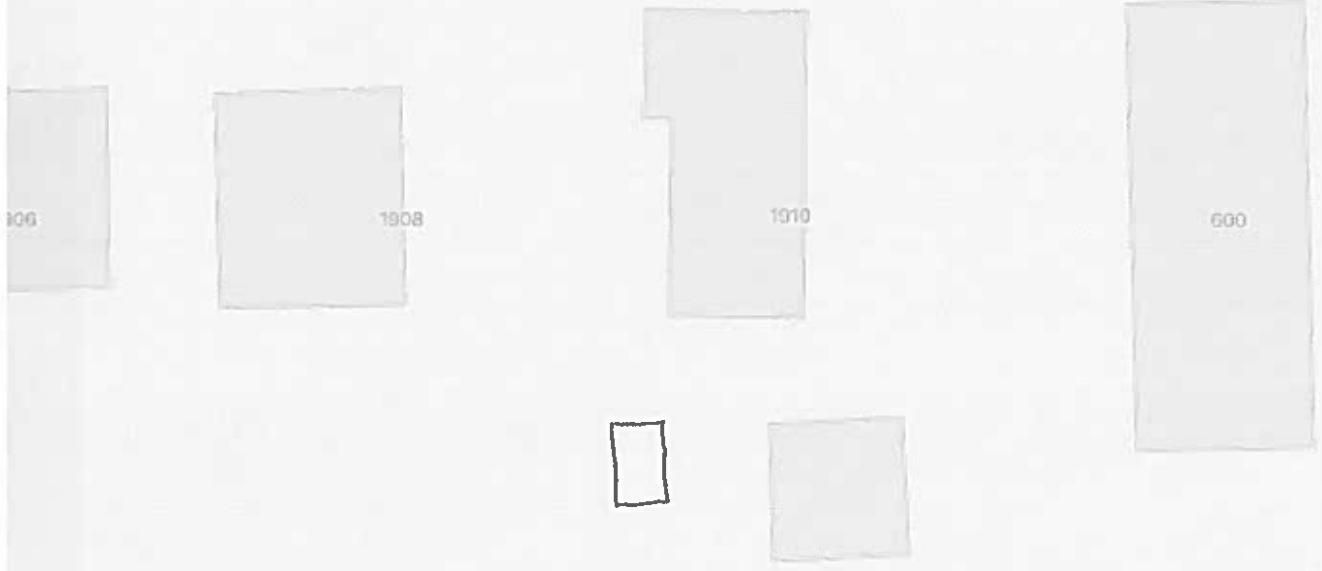
43





↑  
NORTH

1910 E. 6th St.  
↓



↑  
NORTH

## 6

# Designation of Historic Landmarks

Historic landmark designation applies to individual properties, which may be buildings, structures, sites, areas, or objects. State law specifies the procedure for designation of landmarks. The historic preservation (or historic landmarks) commission recommends designation, and the local governing board designates the landmark by adopting a designation ordinance.

Landmark designation is an honor. It signifies recognition that the property is important to the heritage and character of the community and that its protection enriches all the community's residents.

It is important for the commission and local governing board to follow the procedures required by law. Should designations be challenged in court, they are much more likely to be set aside on procedural grounds than on substantive grounds. If a commission has followed the required procedures, the court usually defers to the commission's decision on whether the property is worthy of designation.

## Types of Historic Landmarks

---

The following types of properties can be designated as historic landmarks:

- ▶ **Buildings.** A "building" is constructed mainly to shelter human activity. Examples are houses, churches, theaters, schools, government buildings, stores, office buildings, factories, stations, barns, stables, and sheds.
- ▶ **Structures.** The term "structure" refers to a construction with a main purpose other than shelter. Examples are vehicles, roads, bridges, tunnels, canals, dams, fences, prehistoric earthworks, lighthouses, kilns, silos, windmills, gazebos, and bandstands.
- ▶ **Sites.** A "site" is the location of a significant event, activity, building, or structure (even if the building or structure is in ruins or gone). To be proposed for designation, the site must have historical significance regardless of the value of any building or structure now existing there. Examples are battlefields, shipwrecks, cemeteries, ruins of buildings or structures, sites of villages or habitations, rock shelters, natural features, or designed landscapes.
- ▶ **Areas.** The term "area" can be used to refer to a portion of a large land parcel, when only that portion is designated. It may also refer to a designated property that consists of more than one tax parcel. For example, a designation might include one or more buildings on a large property plus an area surrounding them. Landmark areas are different from historic districts, which are groups of properties.

- ▶ *Objects.* The term "object" refers to a structure that is relatively small and simple or is primarily artistic in nature. To be proposed for designation, the object should be in a setting appropriate to its historical significance. Examples are statues, monuments, fixed outdoor sculptures, fountains, mileposts, or boundary markers.

---

### Prerequisites for Designation of Landmarks

---

Before a local governing board may designate any historic landmarks, these steps must have been taken:

- ▶ The local governing board must have established a historic preservation commission or a historic landmarks commission.
- ▶ The commission must have established rules of procedure and design guidelines.

Once these requirements have been met, an individual property may be designated as a historic landmark by the procedure described below.

Consent of the property owner is not required for designation of a property's exterior or grounds. Nonetheless, it is advisable for the commission to obtain the owner's support before initiating the designation process.

---

### Procedure for Designation of Landmarks

---

These are the main steps in designation of historic landmarks:

- ▶ The commission investigates the historical, prehistorical, architectural, or cultural significance of each property proposed for designation.
- ▶ The commission submits a report of this investigation to the State Historic Preservation Office.
- ▶ The State Historic Preservation Office has the opportunity to review the report and to make nonbinding comments on the substance and effect of the proposed designation.
- ▶ The city or county attorney drafts an ordinance designating the landmark.
- ▶ The commission and the local governing board hold a joint public hearing or separate public hearings on the proposed landmark designation ordinance.
- ▶ The commission may recommend to the local governing board that it adopt or reject the proposed ordinance.
- ▶ The local governing board adopts or rejects the proposed ordinance. Before adopting the ordinance, the local governing board may amend the ordinance as it deems necessary.
- ▶ On adoption of the ordinance, the commission must notify owners and occupants of each designated landmark and the appropriate local government officials.

## Investigation of Proposed Landmarks

Before recommending that a property be designated as a historic landmark, the commission must investigate the property's significance and find that

- ▶ it has special historical, prehistorical, architectural, or cultural significance, *and*
- ▶ it shows integrity of design, setting, workmanship, materials, feeling, or association.

The commission may make this investigation itself or may arrange for an investigation by qualified consultants or volunteers.

During the investigation, the commission should contact the property owner to explain the ramifications of local designation and to seek cooperation. The property owner's consent is not required for designation of a landmark. However, the owner's consent is required for designation of specified significant features of a landmark's interior.

### *Criteria for Significance*

To have special historical, prehistorical, architectural, or cultural significance, a property should meet at least one of these criteria:

- ▶ It is associated with events that have contributed significantly to our history.
- ▶ It is associated with the life of a person significant in our past.
- ▶ It embodies the distinctive characteristics of a type, period, or method of construction.
- ▶ It represents the work of a master or possesses high artistic values.
- ▶ It has yielded or is likely to yield important historical or prehistorical information.

### *Aspects of Integrity*

A property has integrity if it is able to convey its significance to the observer. In other words, the significance can be seen or experienced, not just imagined. These aspects of properties contribute to their integrity:

- ▶ *Design.* "Design" refers to the combination of elements that create the form, plan, space, structure, and style of a property, as it was originally conceived. It includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.
- ▶ *Setting.* A property's "setting" is its physical environment (including natural or man-made features) as it relates to a property's functions, its significant role, or its design. Setting refers to the character of the place where a property played its significant role.
- ▶ *Workmanship.* "Workmanship" is the physical evidence of the crafts of a particular culture or people during the period in history or prehistory when a property was created.

- ▶ **Materials.** "Materials" are the physical elements that originally were combined to form a property. For a rehabilitated property to have integrity of materials, its historical materials must have been preserved; it must be an actual historic property, not a re-creation.
- ▶ **Feeling.** "Feeling" is a property's expression of the historical or aesthetic sense of a particular period of time. A property has integrity of feeling when its physical features together enable it to evoke a sense of its historical character.
- ▶ **Association.** "Association" is a property's direct connection with a significant event or person. To have integrity of association, the property must be where the significant event or activity occurred, and it must be sufficiently intact to convey the connection to an observer.

To qualify for designation, a property generally should show integrity in most or all of these respects. In particular, integrity of feeling or association alone is not sufficient, because these are more subjective qualities. Generally, a property retains integrity if it has not been substantially altered and if it is not severely deteriorated or dilapidated.

### Report on the Proposed Landmark

For each proposed historic landmark, the commission must submit a report on its historical, prehistorical, architectural, or cultural significance to the State Historic Preservation Office.

The information in this report provides the basis for deciding whether a property should be designated as a landmark. Because it provides the justification for the designation ordinance, the report must be thorough. Once a property is designated, the information in the report can be used in promoting the property's importance to the community, in evaluating proposed alterations, and in defending the commission's decisions against legal challenges.

The report should describe the findings of the investigation, providing information on each of the criteria for significance and integrity outlined above. It should include the following:

- ▶ The property's name (both common and historical names, if they can be determined).
- ▶ The property's location (street address or, for a rural property, approximate location in relation to state routes).
- ▶ The name(s) and address(es) of the property's current owner(s).
- ▶ A concise statement of what is included in the proposed designation.
- ▶ Justification of the boundaries of the property proposed for designation.
- ▶ The date of construction and of any later alteration(s).
- ▶ An assessment of the property's historical, prehistorical, architectural, or cultural significance.
- ▶ An architectural or archaeological description of the physical elements of the property that are integral to its significance.

- ▶ A discussion of the property's historical background, period, and locality.
- ▶ An evaluation of the property's integrity of design, setting, workmanship, materials, feeling, and association.
- ▶ A current photograph that clearly shows the overall property and supplementary photographs that show details, other facades, and setting.
- ▶ Interior photographs if interiors are proposed for designation.
- ▶ A site plan showing the property's location, including the locations of any outbuildings and appurtenant features, and the boundaries of the area proposed for designation.
- ▶ The appraised value of the property.
- ▶ Any other information the local governing board deems necessary.

The State Historic Preservation Office offers guidance on how to prepare the report. If the property is listed in the National Register of Historic Places, the National Register nomination, with a cover sheet, can serve as the report.

The State Historic Preservation Office must be given the opportunity to review the report and to comment on the substance of the proposed landmark designation (that is, whether the property is worthy of designation) and on the effects of designation. This review process is intended as a way for the State Historic Preservation Office to provide technical assistance and support to historic preservation commissions.

Any comments or recommendations from the State Historic Preservation Office must be made in writing; they are for the consideration of the commission and the local governing board, and they are not binding. If the State Historic Preservation Office has not submitted comments within thirty days after receiving the commission's report, the commission and the local governing board are relieved of the responsibility to consider such comments.

### **Recommendation by the Commission**

After investigating a proposed landmark and considering comments from the State Historic Preservation Office, the commission may adopt a resolution recommending designation by the local governing board. The written recommendation should include the relevant findings of the investigation.

The commission should state precisely what it is recommending for designation. For example, if designation is meant to include the land area around a building or structure, the recommendation should say so and describe it.

### **The Designation Ordinance**

The ordinance designating a historic landmark is drafted by the city or county attorney, for adoption or rejection by the local governing board. In drafting the ordinance, the attorney should consult closely with the

commission, the planning board, and other appropriate local government officials.

### *Required Clauses*

A designation ordinance must include these clauses:

- ▶ Identification of the property.
- ▶ Specification of the exact boundaries of the designation.
- ▶ Specification of the property's features that are included in the designation, such as exteriors of buildings and other structures, interior features (if any), and significant landscape, archaeological, or natural features.
- ▶ Certification that the requirements of state law have been met.
- ▶ The main facts supporting the finding that the property has special historical, prehistorical, architectural, or cultural significance.
- ▶ Designation of the property as a historic landmark pursuant to state law.

### *Identifying Sign*

The designation ordinance may include a clause providing that the commission post a sign identifying the property as a historic landmark.

### *Jurisdiction over Interior Features*

In certain cases, the designation ordinance may give the commission jurisdiction over interior features of a historic landmark. Jurisdiction over interiors is permitted only for these properties:

- ▶ Publicly owned landmarks (other than buildings owned by the State of North Carolina) for which specific interior features of historical, architectural, or artistic significance are specified in the designation ordinance.
- ▶ Privately owned landmarks for which the owner has consented to review of certain interior features.

In such cases, the designation ordinance should state the nature of the commission's jurisdiction over the property's interior.

### **Public Hearings on the Proposed Ordinance**

The commission and the local governing board must hold a joint public hearing or separate public hearings on the proposed designation ordinance. They must give reasonable notice of the time and place of the hearing(s) and must conduct them in accordance with the North Carolina Open Meetings Law, *General Statutes of North Carolina*, c. 143, a. 33C. Procedures for public hearings are discussed in Chapter 3.

After the public hearing(s), the governing board may either adopt the ordinance as proposed, adopt the ordinance with any amendments it deems necessary, or reject the ordinance.



## Notification of Designation

On adoption of a designation ordinance, the owner(s) and occupant(s) of each designated landmark must be given written notification of the designation. The commission must make every reasonable effort to locate and notify the owner(s) and occupant(s).

The commission must file one copy of the designation ordinance and any amendments in each of these locations:

- ▶ The office of the register of deeds of the county where the landmark is located. Each designated landmark must be indexed by the name of the property owner in the grantee and grantor indexes. The commission must pay a fee for filing and indexing.
- ▶ The office of the city or town clerk, for any landmark within the city's or town's zoning jurisdiction. This copy must be available for public inspection.
- ▶ The office of the city or county building inspector.

In addition, the county tax supervisor must be notified of the designation and any restrictions on the property's use, and the designation must be clearly indicated on all tax maps maintained by the county or city.

## Effects of Landmark Designation

Landmark designation has these consequences:

- ▶ An owner who wishes to make changes to a property designated as a historic landmark must first have the plans reviewed and approved by the commission by applying for a certificate of appropriateness.
- ▶ The owner of a designated landmark may apply for an annual fifty percent property tax deferral for as long as the property's important historical features are retained.

A designated landmark may be identified by a sign posted on the property (with the owner's consent) or on a nearby public right-of-way, if this is provided for in the designation ordinance.

When a property is designated as a historic landmark, the designation is filed with the title to the property. Future owners of the property are subject to the designation unless it is revoked.

## Requirement for a Certificate of Appropriateness

Once a property is designated as a historic landmark, the owner cannot demolish the property, move it, or substantially change its exterior features without a certificate of appropriateness issued by the historic preservation commission.

If the designation ordinance specifies review of certain interior features, a certificate of appropriateness also is needed for changes to these features. Commission approval is not required for routine maintenance or repairs that do not involve a change in design, material, or appearance. Nor is

commission approval required for changes certified by the building inspector to be necessary for public safety.

The commission cannot deny a certificate of appropriateness for demolition or relocation; however, the commission may delay demolition or relocation for up to one year.

Application for certificates of appropriateness and procedures for commission review of these applications are discussed in detail in Chapter 8. Chapter 8 also discusses the actions the commission may take if the designation ordinance is violated.

### **Property Tax Deferral for Designated Landmarks**

Properties designated as historic landmarks are treated as a special class of property under state law (*General Statutes of North Carolina*, c. 105, ss. 105-278). They are taxed on the basis of fifty percent of their true value as determined by the county tax supervisor.

#### *How the Tax Deferral Works*

A designated landmark automatically is eligible for the property tax deferral; the deferral is not at the option of the local governing board. Payment of the difference between the tax based on the property's full value and the tax based on fifty percent of its value is deferred as long as the property's significant historical features are retained.

The tax deferral is not automatic; to receive it, the owner of a designated landmark must apply to the county tax supervisor for a reduced valuation of the property. The reduction in value applies only to real property (the land and structures), not to personal property.

#### *Loss of Eligibility for the Tax Deferral*

The deferred tax becomes payable if the property loses its eligibility for the tax deferral, either because the property's integrity has been lost or substantially impaired (other than by fire or natural disaster) or because the designation ordinance has been repealed.

If a property is disqualified for the tax deferral, the deferred taxes for the current year and the three preceding years, plus interest, become due. If only part of a property loses its eligibility, the amount of deferred taxes due is prorated.

#### *Rationale for the Tax Deferral*

The property tax deferral provides an incentive for preservation of historic properties, reflecting the belief of the North Carolina General Assembly and the local governing board that this preservation is to the public's benefit.

In many cases, the tax deferral neutralizes disadvantages that could otherwise affect owners of historic properties. Property normally is taxed according to its "highest and best use," which often is not the same as its actual use. For example, commercially zoned land occupied by a historically significant residence or by an archaeological site might be valued for tax

purposes as though the land were available for construction of an office building or a shopping center. If the property is designated as a landmark, the tax deferral reduces the property tax so that it is closer to the tax based on the land's actual use (in this example, residential rather than commercial).

The substantial tax penalty if the designated property is demolished, moved, or altered so that it loses its historical significance also gives the property owner an incentive to maintain the landmark properly.

The property tax deferral for landmarks can reduce the local government's tax base. However, in many cases, designation encourages rehabilitation of historic landmarks, increasing their value. The increased value of the rehabilitated property can more than make up for the tax deferral based on the property's original value.

In the case of already tax-exempt properties, such as buildings owned and used by the city or county, churches, universities, or charities, no incentive for preservation can be offered in the form of a tax deferral. Nevertheless, designation of a tax-exempt property subjects it to the commission's review of proposed changes and to a one-year delay of demolition or relocation.

## Revocation of Landmark Designation

---

If a designated historic landmark is demolished, moved, or altered so that it loses its integrity or historical significance, the commission may recommend that the local governing board revoke that property's landmark designation by repealing the designation ordinance. Neglect of a property can be grounds for revocation; if the owner fails to maintain the property and it loses its integrity through deterioration, designation can be revoked. (Chapter 8 discusses how demolition by neglect may be prevented.)

Revocation of landmark designation must be "for cause"—that is, because the property no longer meets the requirements for landmark designation. Because revocation carries heavy tax penalties, recommending revocation is a serious step for a commission to take. The commission should develop guidelines for deciding when to recommend revocation, both for the information of property owners and to protect the commission against charges of unfairness.



*College Hill Historic District, Greensboro. Characterized by distinctive examples of residential design ranging from Queen Anne to Colonial Revival to Craftsman, Greensboro's College Hill Historic District was locally designated in 1980. Since then, many deteriorated houses in the district have been carefully restored. (Shown are houses on Walker Avenue.)*



*Wilmington Historic District—Residential. Established in 1962, the Wilmington Historic District Commission is one of the oldest in the state. Wilmington's six locally designated historic districts contain many excellent examples of various residential and commercial architectural styles dating from the early nineteenth century. (Shown are houses on Nun Street.)*



North Carolina Department of Natural and Cultural Resources  
State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper  
Secretary D. Reid Wilson

Office of Archives and History  
Deputy Secretary Darin J. Waters, Ph.D.

August 30, 2024

Chantae Gooby, Chief Planner  
Greenville Historic Preservation Commission  
210 W. 5<sup>th</sup> St.  
Greenville, NC 27835-7207

Email: [cgooby@GREENVILLENC.GOV](mailto:cgooby@GREENVILLENC.GOV)

RE: Proposed Designation of the **O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio, 1910 E. 6<sup>th</sup> St., Greenville, Pitt County.**

Dear Ms. Gooby:

Thank you for submitting the report for the O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio, 1910 E. 6<sup>th</sup> St., Greenville, Pitt County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio is of special local significance as an excellent example of an American Foursquare and for its association with Francis Speight and Sarah Blakeslee, who made significant contributions to the local and regional art world during the mid-twentieth century.

The report is complete and provides a strong argument. We believe this report will provide the preservation commission and local governing board sufficient information to determine whether the O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio possesses the requisite special local significance and integrity for local historic landmark designation.

Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance of the property would be subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of up to fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq.*)

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Greenville Historic Preservation Commission, it should proceed in the same manner as would otherwise

be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed designation form or a copy of the ordinance to our office.

This letter serves as our comments on the proposed designation of the O. B. Peatross House- Francis Speight and Sarah Blakeslee Home and Studio, 1910 E. 6<sup>th</sup> St., Greenville, Pitt County.

Please contact me at or [Kristi.brantley@dncr.nc.gov](mailto:Kristi.brantley@dncr.nc.gov) (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping tail on the letter "y".

Kristi Brantley  
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure



# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** First Public Hearing for the 2025-2026 Annual Action Plan for CDBG and HOME Funds

**Explanation:** As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an Annual Action Plan each year of its 2023-2027 Consolidated Plan, outlining planned activities and funding amounts.

The Community Development Division of the Neighborhood and Business Services Department is in the process of identifying activities for the 2025-2026 fiscal year, the third year of the five-year Consolidated Plan. The following are the projects which staff proposes to deliver to the community:

1. Land Acquisitions
2. Rental Development Tax Credit Project
3. Rehabilitation
4. Down Payment Assistance
5. Education and Non-profit Support

**Fiscal Note:** The exact funding amounts for the upcoming allocations have not yet been determined. However, it is standard practice to use the current year's award amounts as a baseline for planning. This fiscal year, we received \$886,512 in Community Development Block Grant (CDBG) funds and \$509,260.11 in HOME Investment Partnership Program funds.

**Recommendation:** Staff recommends holding the first public hearing for the 2025-2026 Annual Action Plan.

---



# City of Greenville, North Carolina

Meeting Date: 12/12/2024

**Title of Item:** Resolution Authorizing the Sale of City-Owned Property Located at 616 Hudson Street to Dominique Coleman

**Explanation:** The City is preparing to sell its property located at 616 Hudson Street, Pitt County tax parcel #19680, to Dominique Coleman. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$216,000.00.

The buyer is proposing a closing date on or before January 31, 2025, and will occupy the home as her principal residence. Ms. Coleman has received pre-approval from her mortgage lender. In addition, Ms. Coleman plans to utilize the City's HOME down payment assistance.

City Council must hold a public hearing prior to the approval of the attached resolution authorizing the conveyance of the home to Ms. Coleman.

**Fiscal Note:** The purchase price offered is \$216,000.00. Proceeds from the sale will be captured as HOME Investment Partnership program income and reinvested in the community by way of housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 616 Hudson Street to Dominique Coleman.

## ATTACHMENTS

- [Resolution Authorizing Conveyance of 616\\_Hudson\\_Street.pdf](#)
- [616 Offer to Purchase.pdf](#)
- [City\\_of\\_Greenville\\_Council\\_Approval\\_Addendum.docx.pdf](#)



RESOLUTION NO. \_\_\_-24  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
616 HUDSON STREET TO DOMINIQUE COLEMAN FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 616 Hudson Street; and

WHEREAS, on December 12, 2024, the City Council held a public hearing on the proposed sale of property located at 616 Hudson Street (Pitt County Tax Parcel #19680) to Dominique Coleman for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160D-1312;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 616 Hudson Street (Pitt County Tax Parcel #19680) for \$216,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12<sup>th</sup> day of December, 2024

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1200611

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": The City of Greenville
(b) "Buyer": Dominique Coleman

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property [ ] will [X] will not include a manufactured (mobile) home(s).
The Property [ ] will [X] will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 616 Hudson St
City: Greenville Zip: 27834
County: Pitt, 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 Lincoln Park
as shown on Plat Book/Slide 5 at Page(s) 59
The PIN/PID or other identification number of the Property is: 4678816191
Other description:
Some or all of the Property may be described in Deed Book 3760 at Page 716

(d) "Purchase Price":
\$ 216,000.00
\$
\$ 400.00
\$
\$
\$
\$
\$ 215,600.00
paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by [ ] cash [ ] personal check [ ] official bank check [ ] wire transfer [ ] electronic transfer (specify payment service: )
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by [ ] cash [ ] personal check [X] official bank check [ ] wire transfer [ ] electronic transfer.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on TIME IS OF THE ESSENCE by [ ] cash [ ] official bank check [ ] wire transfer [ ] electronic transfer
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).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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)



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2024
© 7/2024

Buyer's initials DC Seller's initials

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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit,” shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **“Escrow Agent”** (insert name): Richard L Griffin PA  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **“Due Diligence”**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 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 terminate the Contract for any reason or no reason 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 23(b) 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. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than “Seller” as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **“Due Diligence Period”**: (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not “N/A”) 12/31/2024 ;

OR

The period extending for (insert a number only; not “N/A”) \_\_\_\_\_ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

***TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney 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 closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on 01/15/2025 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which 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 closing attorney’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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney 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 closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a 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.

**NOTE:** Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

**2. FIXTURES AND EXCLUSIONS:**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:  
N/A

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): N/A

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

**NOTE:** Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: Refrigerator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer’s lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER’S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** 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 as allowed under paragraphs 4 and 8(c) herein, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will 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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, 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 loan process and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners’ association or its management company charges fees for providing information required by Buyer’s lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **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.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** 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; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, are the consequences and responsibility for maintenance and the existence, terms and funding of any



maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(f) **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.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, 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 IS 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.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**5. BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement  is  is not attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, 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 loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  USDA  Other type: \_\_\_\_\_

in the principal amount of 111000 plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: 15,000 North Carolina Housing Finance Agency

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: 50K - City of Greenville Lincoln Park Phase II Temporary DPA  
40K - City of Greenville HOME 20% DPA

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(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 the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(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.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_



Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

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

- 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) **Lead-Based Paint** (*check if applicable*):

- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

**WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.**

(c) **Owners' Association(s) and Dues:** 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

(specify name of association): N/A whose regular assessments (“dues”) are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners’ association or the association manager is: \_\_\_\_\_

Owners’ association website address, if any: \_\_\_\_\_

(specify name of association): N/A whose regular assessments (“dues”) are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners’ association or the association manager is: \_\_\_\_\_

Owners’ association website address, if any: \_\_\_\_\_

(d) **Fuel Tank(s)/Fuel:** To the best of Seller’s knowledge, there  is  is not a fuel tank(s) located on the Property. *If “yes” complete the following:*

(i) **Description:**

Tank 1:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_

- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

Tank 2:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_

- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller’s use of fuel in any fuel tank is subject to Seller’s obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

**NOTE:** Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

**NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property  is  is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

**8. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney 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.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller’s agent with express authority to request and obtain on Seller’s behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller’s account from any owners’ association or HOA management company associated with the Property. Seller designates the closing attorney as Seller’s agent with express authority to request and obtain on Seller’s behalf a written statement of Seller’s account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners’ association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) 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 and (iii) the closing attorney to release and disclose any seller’s closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer’s lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer’s agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller’s obligation includes providing existing utilities operating at Seller’s cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer’s right to terminate this Contract as a result of Buyer’s continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **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.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. 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.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics’ liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer’s failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**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.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Dominique Coleman.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer’s expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners’ Association Fees/Charges:** Seller shall pay any charges by an owners’ association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller’s Breach of Contract:** See paragraph 23 for Buyer’s remedies in the event of breach of this Contract.

**9. CHARGES BY OWNERS’ ASSOCIATION:** Responsibility for payment of charges by an owners’ association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners’ Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller’s account payment information on owners’ association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer’s lender;

- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer’s use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as “move-in fees”; and
- (iii) charges for determining restrictive covenant compliance.

10. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents 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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners’ association regular assessments (dues) and other like charges.

11. **CONDITION OF PROPERTY/RISK OF LOSS:**

- (a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.
- (b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date (“Non-Delaying Party”) but it is not possible for the other party to complete Settlement by the Settlement Date (“Delaying Party”). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), 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.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. **ADDENDA:** 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.

- |  |  |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)                |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)                |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |  |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____           |  |

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **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.

16. **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.

17. **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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer's initials DC \_\_\_\_\_ Seller's initials \_\_\_\_\_

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.**

Date: 11/08/2024

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

Buyer: *Dominique Coleman*

Seller: \_\_\_\_\_

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

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

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

By \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.



NOTICE INFORMATION

**NOTE:** INSERT AT LEAST ONE 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: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**CONFIRMATION OF AGENCY/NOTICE ADDRESSES**

Selling Firm Name: The Forbes Real Estate Group  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: 2861 Ward Blvd

Wilson NC 27893

Individual Selling Agent: Tawanda Shante' Auston

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

Selling Agent License #: 331480

Selling Agent Phone #: (252) 373-6183

Selling Agent Fax #: \_\_\_\_\_

Selling Agent E-mail: tawandaauston3@gmail.com

Listing Firm Name: EXP Realty  
Acting as  Seller's Agent  Dual Agent

Firm License #: C22682

Mailing Address: 1213 Culbreth Dr

Wilmington NC 28405

Individual Listing Agent: Rebecca S.B. Bunn

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

Listing Agent License #: 308108

Listing Agent Phone #: (252) 302-4823

Listing Agent Fax #: \_\_\_\_\_

Listing Agent E-mail: rebeccab@influxrealty.co

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: The City of Greenville ("Seller")
Buyer: Dominique Coleman ("Buyer")
Property Address: 616 Hudson St, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Listing Agent hereby acknowledges.

Date 11/08/2024 Firm: EXP Realty
By: Rebecca S.B. Bunn (Signature)
Rebecca S.B. Bunn (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Seller hereby acknowledges.

Date Seller: (Signature)
Date Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 400.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm:
By: (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:
Time: AM PM By: (Signature)
(Print name)



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 3 columns: Buyer Initials, Question, and Yes/No/No Representation checkboxes. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 616 HUDSON ST GREENVILLE 27834

Owner's Name(s): THE CITY OF GREENVILLE

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Michael Cowin Date January 29, 2024

Owner Signature: Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Dominique Coleman Date 11/08/2024

Purchaser Signature: Date

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": The City of Greenville
"Buyer": Dominique Coleman
"Property": 616 Hudson St, Greenville, NC 27834

- 1. FEE: (Check Only One) [X] Seller or [ ] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [ ] 2.5 % of the gross sales price; [ ] A flat fee of \$ ; or, [ ] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or March 31, 20 25, unless the Fee has been earned prior to such date.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with signature lines for Listing Firm (EXP Realty, Rebecca S.B. Bunn), Selling Firm (The Forbes Real Estate Group, Tawanda Shante' Auston), Seller, and Buyer (Dominique Coleman). Includes fields for Name (Print), Title, Date, and Entity Name.



City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 616 Hudson St, Greenville, NC 27834  
\_\_\_\_\_ between The City of Greenville (seller) and  
Dominique Coleman (buyer), entered into on \_\_\_\_\_  
2024; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject  
real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above-mentioned property is set for  
12/12/2024.

Dominique Coleman      11/08/2024  
\_\_\_\_\_  
Buyer                              Date

Rebecca S.B. Bunn      11/08/2024  
\_\_\_\_\_  
Seller Representative Date

\_\_\_\_\_  
Buyer                              Date



# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Resolution Authorizing the Sale of City-Owned Property Located at 618 Hudson Street to Peggy and Donta Braxton

**Explanation:** The City is preparing to sell its property located at 618 Hudson Street, Pitt County tax parcel #84911, to Peggy and Donta Braxton. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a four-bedroom, two-bath home with a fair market value of \$221,000.00.

The buyer is proposing a closing date on or before January 31, 2025, and will occupy the home as their principal residence. The Braxtons have received pre-approval from their mortgage lender. In addition, Peggy and Donta Braxton plans to utilize the City's HOME down payment assistance.

City Council must hold a public hearing prior to the approval of the attached resolution authorizing the conveyance of the home to Peggy and Donta Braxton.

**Fiscal Note:** The purchase price offered is \$221,000.00. Proceeds from the sale will be captured as HOME Investment Partnership program income and reinvested in the community by way of housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 618 Hudson Street to Peggy and Donta Braxton.

---

## ATTACHMENTS

- [Resolution Authorizing Conveyance of 618\\_Hudson\\_Street.pdf](#)
- [Braxton-\\_OTP.pdf](#)
- [618 Hudson St\\_2024-11-26 05\\_47\\_12 \(1\).pdf](#)

RESOLUTION NO. \_\_\_-24  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
618 HUDSON STREET TO PEGGY AND DONTA BRAXTON FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 618 Hudson Street; and

WHEREAS, on December 12, 2024, the City Council held a public hearing on the proposed sale of property located at 618 Hudson Street (Pitt County Tax Parcel #84911) to Peggy & Donta Braxton for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160D-1312;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 618 Hudson Street (Pitt County Tax Parcel #84911) for \$221,000.00, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12<sup>th</sup> day of December, 2024

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1200615



**OFFER TO PURCHASE AND CONTRACT**

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": City Of Greenville

(b) "Buyer": Peggy Braxton, Donta Braxton

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property  will  will not include a manufactured (mobile) home(s).  
The Property  will  will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

**NOTE:** If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 618 Hudson St  
City: Greenville Zip: 27834  
County: Pitt, 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 34, Block/Section A, Subdivision/Condominium \_\_\_\_\_  
\_\_\_\_\_, as shown on Plat Book/Slide 5 at Page(s) 59

The PIN/PID or other identification number of the Property is: 4678817163

Other description: Biltmoore Addition

Some or all of the Property may be described in Deed Book 3760 at Page 716

(d) "Purchase Price":  
\$ 221,000.00  
\$ \_\_\_\_\_  
  
\$ 500.00  
  
\$ \_\_\_\_\_  
  
\$ \_\_\_\_\_  
  
\$ \_\_\_\_\_  
  
\$ \_\_\_\_\_  
  
\$ 220,500.00

paid in U.S. Dollars upon the following terms:  
BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by  cash  personal check  official bank check  wire transfer  electronic transfer (specify payment service: \_\_\_\_\_)  
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by  cash  personal check  official bank check  wire transfer  electronic transfer.  
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, **TIME IS OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer  
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).  
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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)



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T  
Revised 7/2024  
© 7/2024

Buyer's initials DMB PNB Seller's initials \_\_\_\_\_



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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **“Earnest Money Deposit”:** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit,” shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **“Escrow Agent”** (insert name): Capital to Cost NC Law Group  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **“Due Diligence”:** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 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 terminate the Contract for any reason or no reason 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 23(b) 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. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than “Seller” as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.



(j) **“Due Diligence Period”**: (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not “N/A”) \_\_\_\_\_;

OR

The period extending for (insert a number only; not “N/A”) \_\_\_\_\_ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

***TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney 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 closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on 01/31/2025 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which 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 closing attorney’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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney 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 closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a 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.

**NOTE:** Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

**2. FIXTURES AND EXCLUSIONS:**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

Buyer’s initials DMB PNB Seller’s initials \_\_\_\_\_

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

\_\_\_\_\_  
\_\_\_\_\_

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

**NOTE:** Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.



3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: All Appliances

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** 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 as allowed under paragraphs 4 and 8(c) herein, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will 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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, 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 loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **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.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** 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; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any

Buyer's initials DMB PAB Seller's initials \_\_\_\_\_



maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:  

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(f) **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.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, 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 IS 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.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**5. BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement  is  is not attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, 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 loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  USDA  Other type: \_\_\_\_\_

\_\_\_\_\_ in the principal amount of 220,500.00 plus any financed VA Funding Fee or FHA MIP.



Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(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 the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(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.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_



Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

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

- 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) **Lead-Based Paint** (*check if applicable*):

- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

**WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.**

(c) **Owners' Association(s) and Dues:** 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

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any \_\_\_\_\_

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there  is  is not a fuel tank(s) located on the Property. *If "yes" complete the following:*

(i) **Description:**

Tank 1:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_
- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

Tank 2:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_
- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

**NOTE:** Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

**NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property  is  is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

**8. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney 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.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).



(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) 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 and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **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.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. 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.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**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.



(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Peggy Braxton, Donta Braxton

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

**9. CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;



- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

**10. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents 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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

**11. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**12. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), 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.

**13. POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

**14. ADDENDA:** 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.

- |  |  |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)                |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)                |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |  |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____           |  |

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**15. 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.

**16. 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.

17. **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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.



**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.**

Date: 11/19/2024

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

Buyer: *Donta Maurice Braxton*

Seller: \_\_\_\_\_

Date: 11/19/2024

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

Buyer: *Peggy Nobles Braxton*

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

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

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

By \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: PO BOX 7207

Greenville NC 27835

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: EXP Realty

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

Firm License #: C22862

Mailing Address: 1213 Culbreth Dr

Wilmington NC 28405

Listing Firm Name: EXP Realty

Acting as  Seller's Agent  Dual Agent

Firm License #: C22682

Mailing Address: 1213 Culbreth Dr. Suite 109

Wilmington NC 28405

Individual Selling Agent: Rebecca Bunn

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

Selling Agent License #: 308108

Selling Agent Phone #: (252) 302-4823

Selling Agent Fax #: \_\_\_\_\_

Selling Agent E-mail: rebeccab@influxrealty.co

Individual Listing Agent: Rebecca Bunn

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

Listing Agent License #: 308180

Listing Agent Phone #: (252) 302-4823

Listing Agent Fax #: \_\_\_\_\_

Listing Agent E-mail: rebecca.bunn@exprealty.com

[THIS SPACE INTENTIONALLY LEFT BLANK]



ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City Of Greenville ("Seller")
Buyer: Peggy Braxton, Donta Braxton ("Buyer")
Property Address: 618 Hudson St, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ , receipt of which Listing Agent hereby acknowledges.

Date: 11/19/2024 Firm: EXP Realty
By: Rebecca Bunn (Signature)
Rebecca Bunn (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ , receipt of which Seller hereby acknowledges.

Date Seller: (Signature)
Date Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00 . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm :
By: (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:
Time: AM PM By: (Signature)
(Print name)

FHA/VA FINANCING ADDENDUM

Property: 618 Hudson St, Greenville, NC 27834

Seller: City Of Greenville

Buyer: Peggy Braxton, Donta Braxton

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING: [X] U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 220,500.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING: [ ]

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(j) 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.



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A4-T Revised 11/2023 © 7/2024

Buyer initials DMB PNB Seller initials \_\_\_\_\_



**REAL ESTATE CERTIFICATION** – The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

**I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:**

Date: 11/19/2024

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

Buyer: *Donta Maurice Braxton*

Seller: \_\_\_\_\_

Date: 11/19/2024

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

Buyer: *Peggy Nobles Braxton*

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc)

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Selling Agent: *Rebecca Bunn*

Listing Agent: *Rebecca Bunn*

Date: 11/19/2024

Date: 11/19/2024

**THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY**



**STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

**Instructions to Property Owners**

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

**MINERAL AND OIL AND GAS RIGHTS DISCLOSURE**

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>DMB PNB</u> Buyer Initials    1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>DMB PNB</u> Buyer Initials    2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>DMB PNB</u> Buyer Initials    3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>DMB PNB</u> Buyer Initials    4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>DMB PNB</u> Buyer Initials    5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>DMB PNB</u> Buyer Initials    6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	

**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 618 Hudson St, Greenville, NC 27834

Owner's Name(s): City Of Greenville

*Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.*

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_

*Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).*

Purchaser Signature: Donta Maurice Braxton Date 11/19/2024, \_\_\_\_

Purchaser Signature: Peggy Nobles Braxton Date 11/19/2024, \_\_\_\_

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": City Of Greenville
"Buyer": Peggy Braxton, Donta Braxton
"Property": 618 Hudson St, Greenville, NC 27834

- 1. FEE: (Check Only One) [X] Seller or [ ] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [ ] 2.5 % of the gross sales price; [ ] A flat fee of \$ ; or, [ ] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or October 01, 20 25, unless the Fee has been earned prior to such date.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with signature lines for Listing Firm (EXP Realty, Rebecca Bunn), Selling Firm (EXP Realty, Rebecca Bunn), Seller, and Buyer (Donta Maurice Braxton, Peggy Nobles Braxton) with dates and entity information.



City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 618 Hudson Street Greenville, NC 27834 between The City of Greenville (seller) and Peggy Braxton & Donta Braxton (buyer), entered into on 12/12 2024; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for 12/12/2024

*Donta Maurice Braxton*      11/25/2024

Buyer

Date

\_\_\_\_\_  
Seller Representative

Date

*Peggy Nobles Braxton*      11/25/2024

Buyer

Date





# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Resolution Authorizing the Sale of City-Owned Property Located at 620 Hudson Street to Curtis Wiggins

**Explanation:** The City is preparing to sell its property located at 620 Hudson Street, Pitt County tax parcel #84910 to Curtis Wiggins. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$221,000.00.

The buyer is proposing a closing date on or before January 31, 2025, and will occupy the home as his principal residence. Mr. Wiggins has received pre-approval from his mortgage lender. In addition, Mr. Wiggins plans to utilize the City's HOME down payment assistance program.

City Council must hold a public hearing prior to the approval of the attached resolution authorizing the conveyance of the home to Mr. Wiggins.

**Fiscal Note:** The purchase price offered is \$226,000.00. Proceeds from the sale will be captured as HOME Investment Partnership program income and reinvested in the community by way of housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 620 Hudson Street to Curtis Wiggins.

---

## ATTACHMENTS

- [Resolution Authorizing Conveyance of 620 Hudson Street.pdf](#)
- [Wiggins OTP.pdf](#)
- [City\\_of\\_Greenville\\_Council\\_Approval\\_Addendum.pdf](#)



RESOLUTION NO. \_\_\_-24  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
620 HUDSON STREET TO CURTIS WIGGINS FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 620 Hudson Street; and

WHEREAS, on December 12, 2024, the City Council held a public hearing on the proposed sale of property located at 620 Hudson Street (Pitt County Tax Parcel #84910) to Curtis Wiggins for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160D-1312;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 620 Hudson Street (Pitt County Tax Parcel #84910) for \$221,000.00, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12<sup>th</sup> day of December, 2024

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1200613

**OFFER TO PURCHASE AND CONTRACT**  
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": The City of Greenville

(b) "Buyer": Curtis Wiggins

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property  will  will not include a manufactured (mobile) home(s).

The Property  will  will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

**NOTE:** If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 620 Hudson St

City: Greenville Zip: 27834

County: Pitt, 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 21, Block/Section \_\_\_\_\_, Subdivision/Condominium Lincoln Park, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 4678817067

Other description: \_\_\_\_\_

Some or all of the Property may be described in Deed Book 66 at Page 85

(d) "Purchase Price":

\$ 221,000.00

\$ \_\_\_\_\_

\$ 400.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 220,600.00

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

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by  cash  personal check  official bank check  wire transfer

electronic transfer (specify payment service: \_\_\_\_\_)

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

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, **TIME IS OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer

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).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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)



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T  
Revised 7/2024  
© 7/2024

Buyer's initials CWJ Seller's initials \_\_\_\_\_



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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **“Earnest Money Deposit”:** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit,” shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **“Escrow Agent”** (insert name): Capital to Coast NC Law  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **“Due Diligence”:** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 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 terminate the Contract for any reason or no reason 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 23(b) 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. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than “Seller” as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.



(j) **“Due Diligence Period”**: (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not “N/A”) 12/31/2024 ;

OR

The period extending for (insert a number only; not “N/A”) \_\_\_\_\_ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

***TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.***

(k) **“Settlement”**: The proper execution and delivery to the closing attorney 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 closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on 01/15/2025 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which 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 closing attorney’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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney 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 closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a 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.

**NOTE:** Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

**2. FIXTURES AND EXCLUSIONS:**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

\_\_\_\_\_  
\_\_\_\_\_

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

**NOTE:** Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.



3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: Refrigerator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** 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 as allowed under paragraphs 4 and 8(c) herein, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will 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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, 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 loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **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.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** 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; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any



maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(f) **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.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, 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 IS 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.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**5. BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement  is  is not attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, 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 loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  USDA  Other type: \_\_\_\_\_

in the principal amount of 116000 plus any financed VA Funding Fee or FHA MIP.



**Second Mortgage Loan:**

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

15K NCH Finance Agency

**Other funds:**

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: 50K The City of

Greenville Lincoln Park Temporary DPA

40K The City of Greenville HOME 20% DPA

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(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 the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: \_\_\_\_\_

*(Check if applicable)* Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

*(Check if applicable)* Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(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.

(d) **Residential Property and Owners' Association Disclosure Statement** *(check only one):*

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** *(check only one):*

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

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

- 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) **Lead-Based Paint** (*check if applicable*):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

**WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.**

(c) **Owners' Association(s) and Dues:** 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



(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_  
Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_  
Owners' association website address, if any: \_\_\_\_\_

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there  is  is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_
- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

Tank 2:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: \_\_\_\_\_
- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: \_\_\_\_\_
- Name and contact information of fuel vendor: \_\_\_\_\_

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

**NOTE:** Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

**NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property  is  is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

**8. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney 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.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).



(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) 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 and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **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.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. 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.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**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.



(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Curtis Wiggins.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

**9. CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;



- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

**10. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents 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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

**11. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**12. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), 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.

**13. POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

**14. ADDENDA:** 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.

- |  |  |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)                |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)                |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |  |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____           |  |

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**15. 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.

**16. 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.

17. **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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer's initials CWJ Seller's initials \_\_\_\_\_

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.**

Date: 11/11/2024

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

Buyer: Curtis Wiggins, Jr.

Seller: \_\_\_\_\_

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

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

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

By \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: 620 Hudson St

Greenville NC 27834

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: \_\_\_\_\_

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

Firm License #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Listing Firm Name: EXP Realty

Acting as  Seller's Agent  Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: 1213 Culbreth Dr.

Wilmington NC 28405

Individual Selling Agent: Mario Brown

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

Selling Agent License #: 336236

Selling Agent Phone #: (336) 279-6347

Selling Agent Fax #: \_\_\_\_\_

Selling Agent E-mail: mariobrown@costellorei.com

Individual Listing Agent: Rebecca Bunn

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

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone #: (252) 347-4101

Listing Agent Fax #: \_\_\_\_\_

Listing Agent E-mail: rebecca.bunn@exprealty.com

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials CWJ Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: The City of Greenville ("Seller")
Buyer: Curtis Wiggins ("Buyer")
Property Address: 620 Hudson St, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ , receipt of which Listing Agent hereby acknowledges.

Date: 11/12/2024 Firm: EXP Realty
By: Rebecca Bunn (Signature)
Rebecca Bunn (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ , receipt of which Seller hereby acknowledges.

Date Seller: (Signature)
Date Seller: (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 400.00 . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date Firm:
By: (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:
Time: AM PM By: (Signature)
(Print name)



FHA/VA FINANCING ADDENDUM

Property: 620 Hudson St, Greenville, NC 27834

Seller: The City of Greenville

Buyer: Curtis Wiggins

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING: [X] U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 221,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING: [ ]

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(j) 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.



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A4-T Revised 11/2023 © 7/2024

Buyer initials CWJ Seller initials



**REAL ESTATE CERTIFICATION** – The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

**I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:**

Date: 11/11/2024

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

Buyer: Curtis Wiggins Jr.

Seller: \_\_\_\_\_

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

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

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc)

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Selling Agent: Mario Brown

Listing Agent: Rebecca Bunn

Date: 11/11/2024

Date: 11/11/2024

**THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY**



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>CWJ</u> Buyer Initials    1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>CWJ</u> Buyer Initials    2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CWJ</u> Buyer Initials    3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CWJ</u> Buyer Initials    4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>CWJ</u> Buyer Initials    5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>CWJ</u> Buyer Initials    6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

### Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 620 Hudson St, Greenville, NC 27834

Owner's Name(s): The City of Greenville

*Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.*

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_

*Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).*

Purchaser Signature: Curtis Wiggins Jr Date 11/26/2024, \_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_

**COOPERATIVE COMPENSATION AGREEMENT**

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

“Seller”: City of Greenville  
 “Buyer”:  
 “Property”: 620 Hudson St, Greenville, NC 27834

1. **FEE:** (Check Only One)  Seller or  Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the “Fee”), subject to the terms of this agreement:  2.5 % of the gross sales price;  A flat fee of \$ \_\_\_\_\_; or,  Other: \_\_\_\_\_.
2. **PAYMENT:** The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the “Contract”) during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.
3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or October 01, 20 25, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller’s breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.
4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney’s fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

**DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.**

Listing Firm: <u>EXP Realty</u> Agent Name (Print): <u>Rebecca Bunn</u> By: <u>Rebecca Bunn</u> (Agent Signature) Date: <u>11/04/2024</u>	Selling Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature) Date: _____
Seller: _____ (Signature) Date: _____ Seller: _____ (Signature) Date: _____ Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Date: _____ Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____



City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 620 Hudson Street Greenville, NC 27834 between The City of Greenville (seller) and Curtis Wiggins (buyer), entered into on 12-12 2024; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for 12-12-2024

<u><i>Curtis Wiggins Jr</i></u>	<u>11/25/2024</u>	_____	
Buyer	Date	Seller Representative	Date
_____			
Buyer	Date		





# City of Greenville, North Carolina

Meeting Date: 12/12/2024

---

**Title of Item:** Resolution Authorizing the Sale of City-Owned Property Located at 806 Vanderbilt Lane to Bonita Person

**Explanation:** The City is preparing to sell its property located at 806 Vanderbilt Lane, Pitt County tax parcel #07162, to Bonita Person. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two-bath home with a fair market value of \$221,000.00.

The buyer is proposing a closing date on or before January 31, 2025, and will occupy the home as her principal residence. Ms. Person has received pre-approval from her mortgage lender. In addition, Ms. Person plans to utilize the City's HOME down payment assistance.

City Council must hold a public hearing prior to the approval of the attached resolution authorizing the conveyance of the home to Ms. Person.

**Fiscal Note:** The purchase price offered is \$221,000.00. Proceeds from the sale will be captured as HOME Investment Partnership program income and reinvested in the community by way of housing-related activities.

**Recommendation:** Following a public hearing, approval of the resolution to authorize the sale of 806 Vanderbilt Lane to Bonita Person.

---

## ATTACHMENTS

- [Resolution Authorizing Conveyance of 806 Vanderbilt Lane.pdf](#)
- [Person- OTP.pdf](#)
- [City of Greenville Council Approval Addendum \(3\)-1.pdf](#)

RESOLUTION NO. \_\_\_-24  
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT  
806 VANDERBILT LANE TO BONITA PERSON FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 806 Vanderbilt Lane; and;

WHEREAS, on December 12, 2024, the City Council held a public hearing on the proposed sale of property located at 806 Vanderbilt Lane (Pitt County Tax Parcel #07162) to Bonita Person for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160D-1312;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 806 Vanderbilt Lane (Pitt County Tax Parcel #07162) for \$221,000.00, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12<sup>th</sup> day of December, 2024

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
#1200619

**OFFER TO PURCHASE AND CONTRACT**  
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

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": The City of Greenville

(b) "Buyer": Bonita Person

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property  will  will not include a manufactured (mobile) home(s).  
 The Property  will  will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

**NOTE:** If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 806 Vanderbilt Ln  
 City: Greenville Zip: 27834  
 County: Pitt, 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 24, Block/Section A, Subdivision/Condominium \_\_\_\_\_  
 \_\_\_\_\_, as shown on Plat Book/Slide 5 at Page(s) 59

The PIN/PID or other identification number of the Property is: 4678805997  
 Other description: Biltmoore Addition  
 Some or all of the Property may be described in Deed Book 3760 at Page 716

(d) "Purchase Price":  
 \$ 221,000.00  
 \$ \_\_\_\_\_  
 \$ 500.00  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ 220,500.00

paid in U.S. Dollars upon the following terms:  
 BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by  cash  personal check  official bank check  wire transfer  electronic transfer (specify payment service: \_\_\_\_\_)  
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by  cash  personal check  official bank check  wire transfer  electronic transfer.  
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, **TIME IS OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer  
 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).  
 BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-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)



This form jointly approved by:  
 North Carolina Bar Association's Real Property Section  
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T  
 Revised 7/2024  
 © 7/2024

Buyer's initials B.P. Seller's initials \_\_\_\_\_



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 cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): Capital to Coast NC Law Group  
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 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 terminate the Contract for any reason or no reason 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 23(b) 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. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

Buyer's initials B. P. Seller's initials \_\_\_\_\_



(j) "Due Diligence Period": (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") N/A:

OR

The period extending for (insert a number only; not "N/A") N/A days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

**TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.**

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

(l) "Settlement Date": The parties agree that Settlement will take place on 01/31/2025 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 12. **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which 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 closing attorney'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 closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney 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 closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a 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.

**NOTE:** Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

**2. FIXTURES AND EXCLUSIONS:**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

Buyer's initials B.P Seller's initials \_\_\_\_\_

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens: built-in appliances; attached microwave oven; vent hood
- Antennas: satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes: mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

NA

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): NA

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

**NOTE:** Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

Buyer's initials B.L.P. Seller's initials \_\_\_\_\_



3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: All Appliances as seen at time of showing

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** 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 as allowed under paragraphs 4 and 8(c) herein, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will 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 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, 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 loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **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 Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **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.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** 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; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any

Buyer's initials B.P. Seller's initials \_\_\_\_\_



maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:  

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(f) **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.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, 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 IS 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.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**5. BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement  is  is not attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, 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 loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  USDA  Other type: \_\_\_\_\_

in the principal amount of 220,500.00 plus any financed VA Funding Fee or FHA MIP.

Buyer's initials B.P. Seller's initials \_\_\_\_\_



Second Mortgage Loan:  
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:  
Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(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 the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(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.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's initials B.P. Seller's initials \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

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

- 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) **Lead-Based Paint** (*check if applicable*):

- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

**WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.**

(c) **Owners' Association(s) and Dues:** 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

Buyer's initials B.P. Seller's initials \_\_\_\_\_



(specify name of association): N/A whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): N/A whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there  is  is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: N/A

- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: N/A
- Name and contact information of fuel vendor: \_\_\_\_\_

Tank 2:

- Use:  currently in use  currently NOT in use
- Ownership:  owned  leased. If leased, name and contact information of tank lessor: N/A

- Location:  above ground  below ground
- Type of fuel:  oil  propane  gasoline and/or diesel  other: N/A
- Name and contact information of fuel vendor: \_\_\_\_\_

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

**NOTE:** Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

**NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property  is  is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

**8. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney 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.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

Buyer's initials B.P. Seller's initials \_\_\_\_\_



(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) 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 and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **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.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. 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.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**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.



(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** 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, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Bonita Person

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty** (Select one of the following):

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and

(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;

Buyer's initials B.P. Seller's initials \_\_\_\_\_



- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

**10. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents 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) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

**11. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**12. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), 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.

**13. POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

**14. ADDENDA:** 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.

- |  |  |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)                |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                 | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)                |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |  |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____           |  |

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**15. 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.

**16. 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

Buyer's initials B.P. Seller's initials \_\_\_\_\_



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.

17. **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.

18. **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.

19. **ENTIRE AGREEMENT/RECORDATION:** 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<sup>®</sup> or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" 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.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** 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. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Page 13 of 17

Buyer's initials     *B.P.*     Seller's initials \_\_\_\_\_

STANDARD FORM 2-T  
Revised 7/2024  
© 7/2024

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.**

Date: 11-19-24  
Buyer: Bonita Person  
Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_

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

Entity Buyer: N/A  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By N/A  
Name: N/A Print Name  
Title: N/A  
Date: N/A

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Print Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials B.P. Seller's initials \_\_\_\_\_



**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer's initials B.P. Seller's initials \_\_\_\_\_

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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: N/A

Buyer Fax#: N/A

Buyer E-mail: N/A

SELLER NOTICE ADDRESS:

Mailing Address: PO BOX 7207  
Greenville NC 27835

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Keller Williams Points East  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Firm License #: C12924

Mailing Address: 1708 E Arlington Blvd  
Greenville, NC 27858

Individual Selling Agent: Rochelle Hobbs  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 307132

Selling Agent Phone #: (252) 367-9316

Selling Agent Fax #: N/A

Selling Agent E-mail: rochellehobbs@kw.com

Listing Firm Name: EXP Realty  
Acting as  Seller's Agent  Dual Agent

Firm License #: C22682

Mailing Address: 1213 Culbreth Dr. Suite 109  
Wilmington NC 28405

Individual Listing Agent: Rebecca Bunn  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 308180

Listing Agent Phone #: (252) 302-4823

Listing Agent Fax #: \_\_\_\_\_

Listing Agent E-mail: rebeccab@influxrealty.co

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials B.P. Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: The City of Greenville ("Seller")
Buyer: Bonita Person ("Buyer")
Property Address: 806 Vanderbilt Ln, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date \_\_\_\_\_ Firm: EXP Realty \_\_\_\_\_
By: \_\_\_\_\_ (Signature)
Rebecca Bunn \_\_\_\_\_ (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date \_\_\_\_\_ Seller: \_\_\_\_\_ (Signature)
Date \_\_\_\_\_ Seller: \_\_\_\_\_ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date \_\_\_\_\_ Firm: \_\_\_\_\_
By: \_\_\_\_\_ (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_
Time: \_\_\_\_\_ AM PM By: \_\_\_\_\_ (Signature)
(Print name)



FHA/VA FINANCING ADDENDUM

Property: 806 Vanderbilt Ln, Greenville, NC 27834

Seller: The City of Greenville

Buyer: Bonita Person

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

FHA FINANCING:  U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL HOUSING ADMINISTRATION

AMENDATORY CLAUSE – It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 220,500.00 . The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING:

VA NOTICE TO BUYER – It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections, subject to the limit set forth in Paragraph 8(j) 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.



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A4-T Revised 11/2023 © 7/2024

Buyer initials B.P. Seller initials \_\_\_\_\_



**REAL ESTATE CERTIFICATION** – The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

**I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:**

Date: 11-19-24  
Buyer: Bouta Person  
Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_

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

Entity Buyer: N/A  
(Name of LLC/Corporation/Partnership/Trust/etc)

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc)

By: N/A  
Name: N/A Print Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Print Name

Title: N/A  
Date: N/A

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

Selling Agent: [Signature]  
Date: 11/19/2024

Listing Agent: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY**



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check  in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Seller has severed the mineral rights from the property.			
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Seller has severed the oil and gas rights from the property.			
<u>BIP</u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

### Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 806 VANDERBILT LN GREENVILLE 27834

Owner's Name(s): THE CITY OF GREENVILLE

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Michael Cowin Date January 29, 2024

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Bonita Person Date 11-19-24

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_



COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": The City of Greenville
"Buyer":
"Property": 806 Vanderbilt Ln, Greenville, NC 27834

- 1. FEE: (Check Only One) [X] Seller or [ ] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [ ] 2.5 % of the gross sales price; [ ] A flat fee of \$ ; or, [ ] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or October 01, 20 25, unless the Fee has been earned prior to such date.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.


Form with signature lines for Listing Firm (EXP Realty, Rebecca Bunn), Selling Firm (Keller Williams Points East, Rachelle Hibbs), Seller, Buyer (Bonita Person), and Entity Buyer.



City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 806 Vanderbilt Greenville, NC 27834 between The City of Greenville (seller) and Bonita Person (buyer), entered into on 12-12 20 24 ; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject real property, after public hearing pursuant to G.S. 160A-457.

The City Council Meeting regarding the above mentioned property is set for 12-12-24

Authentisign  
 11/25/24

\_\_\_\_\_

Buyer

Date

Seller Representative

Date

\_\_\_\_\_

Buyer

Date