

**TOWN OF ERWIN  
PLANNING BOARD/BOARD OF ADJUSTMENTS  
MONDAY, NOVEMBER 18, 2024 AT 7:00 PM  
ERWIN MUNICIPAL BUILDING BOARD ROOM**

**AGENDA**

1. **MEETING CALLED TO ORDER**
  - A. Invocation
  - B. Pledge of Allegiance
  
2. **CONSENT AGENDA**
  - A. Planning Board Minutes from Regular Meeting on October 21, 2024 (**Page 2**)
  
3. **OLD BUSINESS**
  - A. Updates
  
4. **NEW BUSINESS**
  - A. ZT-2024-007 (**Page 8**)
  - B. Fence Regulations Amendment (**Page 48**)
  - C. Subdivision Public Notice Amendment (**Page 51**)
  
5. **ADJOURNMENT**

PLANNING BOARD  
MEETING MINUTES  
MONDAY, OCTOBER 21, 2024  
ERWIN, NORTH CAROLINA

The Town of Erwin Planning Board held its regular meeting in the Erwin Municipal Building Board Room 100 West F Street, Erwin NC on Monday, October 21st, 2024 at 7:00 PM.

Board members present were: Vice Chairperson Ronald Beasley, In-Town Board Members Kathryn Moore, Jim Hartman, and Rebecca Kelly, and Out-of-Town Board Members Howard Godwin and Nicholas Skatell.

Board members absent were: Chairperson Joshua Schmieding.

Town Manager Snow Bowden, Town Planner Dylan Eure, and Deputy Town Clerk Katelan Blount were present.

Vice Chairperson Ronald Beasley called the meeting to order at 7:00 PM.

Board Member Nicholas Skatell gave the Invocation.

Board Member Kathryn Moore led the Pledge of Allegiance.

CONSENT ITEMS

Board Member Nicholas Skatell made a motion to approve the minutes of September 16, 2024, and was seconded by Rebecca Kelly. **The Board voted unanimously.**

OLD BUSINESS

**Urban Camping**

Town Planner Dylan Eure updated the Planning Board Members on the previously presented proposed Urban Camping ordinance. He has made the previously requested changes to allow children to camp within a parent or guardian's yard without a time limit.

Board Member Howard Godwin made a motion to approve the Urban Camping amendment, which was seconded by Nicholas Skatell. **The Board voted unanimously.**

NEW BUSINESS

**Encroachment in Public ROW**

Town Planner Dylan Eure introduced Mr. Wesley Johnson, of 2965 Hobson Rd, Dunn, was present to speak. Mr. Johnson, as the owner of Grain Dealers, spoke in reference to developing at the site of the old Mill. This request would be to install an HVAC unit, with an encroachment along Chief Joseph Lane. Mr. Johnson stated that they are trying to preserve the character of the building while still be able to accomplish the needs of the chillers for the brewery.

The Board had no questions for Mr. Johnson.

Board Member Jim Hartman made a motion to approve the Encroachment amendment, which was seconded by Kathryn Moore. **The Board voted unanimously.**

### **Villages at Old Stage Subdivision Preliminary**

Town Planner Dylan Eure presented this requested preliminary subdivision to the Board. This is for 101 single-family homes, zoned as RD (Rural District) to be built at Old Stage Road and Avery Road. This can be located by the following Harnett County Tax PINs:

0588-82-5111.000, 0588-82-7366.000, 0588-82-0344.000 , 0588-81-3955.000, 0588-81-8885.000, 0588-81-0141.000, 0588-90-0944.000, 0588-81-9765.000, 0588-90-0073.000, 0587-89-5936.000, 0587-89-6834.000, 0587-89-7730.000, and 0587-89-9542.000.

The subdivision would be totaling 90.95 acres, and the developer is planning to annex the subdivision in its entirety into the corporate limits of Erwin.

The developer, Mr. Mark Grambling, of BRG Development, was present to speak to the Board and answer any questions.

Board Member Rebecca Kelly asked if there would be 2 entrances off Old Stage Road, and 1 off of Old Stage Road, and if that would impact wetlands.

Mr. Grambling confirmed that the entrances she asked about were correct, but no, it would no interfere with any wetlands.

A member of the audience asked when the neighboring parcels were going to be notified of this.

Town Planner Dylan Eure explained that due to the zoning classification, without need for rezoning, and that it is a residential subdivision, the developer has a right to subdivide without notification to neighboring properties. He explained that once the preliminary plat is approved, the more formal surveys will take place to ensure that there aren't wetland disturbances.

Board Member Rebecca Kelly asked about the map on page 28, showing wetlands.

Mr. Grambling clarified that the map on page 28 is not wetlands, it is a soil designation map, for septic fields. He stated that they just recently, within the past week, had the parcels flagged for wetlands, and do not currently have a map available.

Board Member Jim Hartman asked if they plan on using private septic, or any sewer.

Mr. Grambling stated that there are no sewer lines in that area, it would all be private septic and public water.

Board Member Jim Hartman asked if there would be any improvements or upgrades to infrastructure, such as waterlines.

Mr. Grambling stated that there would be no necessary upgrades at this time.

Town Planner Dylan Eure explained that the preliminary plat is just to ensure that the development would meet our requirements for lot size, etc. There would be more requirements as the process goes along but this is just the preliminary.

Board Member Jim Hartman asked if there would be any turn lanes required.

Mr. Grambling stated that the DOT has already stated there would be no requirement for a traffic analysis for this subdivision.

Board Member Rebecca Kelly asked about the annexation.

Town Planner Dylan Eure explained that the annexation for 4 parcels will take place in June 2025, and as the development progresses, they expect the remaining parcels to be annexed as well as the roads will be built to Town standards.

Board Member Jim Harman asked if it would just be the subdivision that would be annexed.

Town Planner Dylan Eure stated that yes, only the subdivision. North Carolina prohibits any forced annexation. He also explained that this request, while preliminary, meets all the Town of Erwin standards, so there is not much to keep the subdivision from being approved at the time of this meeting.

Mrs. Tiffany Edwards of 3567 Old Stage Road South asked where the children that will possibly be moving into this subdivision would be attending school. She expressed that we don't have enough teachers and bus drivers currently, how will it work when the Town adds additional residents?

Vice Chairperson Ronald Beasley stated that this would be a question for the Harnett County Schools, rather than Erwin, since the Town doesn't manage the schools.

Mr. Tyrus Clinton of 3030 Old Stage Road South spoke regarding the subdivision. He stated that he's been a resident for about 20 years, and moved from within Town limits to be in a rural area. He stated that he is a civil engineer and has some concerns. Avery Road is in poor shape, and is narrow. He is concerned what the development will do with the access to US Hwy 421.

He also expressed concern of the water supply as the water supply is currently a 6-8" waterline, which is small for the size of the development. Over half the lots are also provisionally unsuitable for septic systems. There is also concern for storm water control measures and runoff. Overall, he is concerned about the density and character of the community as it currently is.

Town Planner Dylan Eure stated that most of these concerns will be addressed in the coming months in the final plat. This is currently the preliminary plat and will not have all this information yet, but rather just meeting the basic requirements for lot size.

Mr. Michael Mulcahy of 3431 Old Stage Road South spoke regarding the preliminary plat. He expressed that he and his family have been in the Erwin area for many years. He expressed displeasure that the neighbors weren't notified about the subdivision. The overcrowding of schools is something that all residents will have to deal with, and Erwin Elementary School is already almost at capacity. This shouldn't be only considered a problem for Harnett County.

He stated that he chose Erwin to settle because of the quiet way of life, and this subdivision will disrupt that. There is a concern that the trees on his property will be cut because they will be along the entrance to this subdivision.

Mr. Grambling stated that he would be happy to come out to the property and address any questions like this with Mr. Mulcahy.

Mr. Michael Mulcahy then stated he has questions about the retaining pond that will be next to his property. He has concerns about the additional mosquitoes, wildlife, and snakes that he will have to then deal with.

Mrs. Ashley Edwards stated that she also has concerns about the retaining pond since she has children and pets and the drowning risk.

Mr. Grambling stated that those locations for the retaining ponds are currently preliminary and could move based on the recommendations of their engineer.

Mr. Michael Mulcahy stated that he will be looking into any legal loophole and statute to oppose this subdivision.

Nobody else came forward to speak regarding the subdivision preliminary plat.

Chairperson Ronald Beasley asked the Board if they had any questions.

An audience member asked if we knew the square footage of the homes at this time.

Town Planner Dylan Eure stated that because this was a preliminary plat, we did not have that information yet. Housing permits won't be issued until the final plat is approved.

Mr. Grambling stated that the homes would range in size from 1700-2600 sqft, both one and two story, on lots that are 25,000- 30,000sqft lots. The minimum lot size is 20,000sqft.

Mr. Tyrus Clinton asked who the builders would be.

Mr. Grambling stated that they're speaking to multiple builders and don't have a specific builder as of yet.

Board Member Rebecca Kelly asked what the recourse of the Planning Board is. She stated that she understood that the Planning Board would have to approve this, and asked if that was correct.

Town Planner Dylan Eure stated that was correct; as long as the preliminary subdivision plat meets the requirements and standards laid out by the Town of Erwin, the Planning Board would have no reason to deny this request. There would be more in-depth information in the final plat.

Mr. Tyrus Clinton stated that he disagreed, and that the Town can recommend approval but that the Board can vote however they feel and based on opinion. If they don't feel like there is enough information, they can table the request until they have more detail, and that this is not a final verdict.

Mr. Grambling spoke to that point. He stated that he has Mr. Clinton was correct in that this is a recommendation for or against that goes to the Board of Commissioners, but that this is just a preliminary plat, and most of the final details are not yet available and won't be until a preliminary is approved. He stated that related to the zoning permits and requirements of the ordinances, that this proposed project as met all of the requested documentation in order to meet approval.

Board Member Rebecca Kelly asked if the developer has the right to use to land as proposed, and if the Town would be open to a possible lawsuit for denying based on the current information.

Board Member Grace Watts encouraged the Planning Board to vote based on their conscience.

A member of the audience asked why Harnett County would not be providing sewer to that area. She stated that when she purchased land years back, they promised the residents sewer and haven't provided that.

Vice Chairperson Ronald Beasley stated that questions would have to be asked of Harnett Regional Water. He explained that the preliminary plat has no reason to not be approved, but that that doesn't mean ground will be broken tomorrow.

Mr. Michael Mulcahy asked for clarification on the annexed portions of the development. He asked if the police got called to the development, if Erwin Police would respond.

Vice Chairperson Ronald Beasley stated yes, that it would be within the Erwin City Limits.

Mrs. Tiffany Edwards asked if her home being right next to the development would have to be serviced by Harnett County Sheriff's Office.

Vice Chairperson Ronald Beasley stated yes, she would be within the county and would therefore use County services. He explained that it was different jurisdictions.

A member of the audience asked why, if the property has not been annexed, and is therefore not a part of the Town of Erwin, why this would be going to the Board for approval in the first place.

Town Planner Dylan Eure stated that the parcels are within the Town of Erwin's ETJ, or Extra Territorial Jurisdiction, which extends one mile outside the corporate limits of the Town of Erwin.

There was discussion regarding the pros and cons of annexation, and the process for annexation.

An audience member asked if there would be notification of further action on this development.

Town Planner Dylan Eure stated that while the Town wouldn't be sending out specific notification, the Town website will have all information and agendas for the upcoming Board of Commissioners meetings,. Alternatively, he is available via email or by phone call with any questions.

There was discussion on residents of the ETJ and what their rights within the Town are.

Mr. Tyrus Clinton stated that there was just so much information missing and that the Planning Board should be requiring this information prior to making an informed decision.

There was discussion regarding the application process and the requirements of the preliminary plat.

Town Planner Dylan Eure stated that the final plat would contain all the utility information, stormwater information, DEQ information, and all other requirements.

Vice Chairperson Ronald Beasley explained that the preliminary would go to the Board of Commissioners, then if that gets approved, the final plat would move forward and would eventually come back before the Planning Board, and then back to the Board of Commissioners for final approval.

There was additional discussion about notification of subdivision taking place vs zoning notification, and ETJ members.

There was a motion, made by Board Member Nicholas Skatell, to approve the preliminary plat. The motion was seconded by Kathryn Moore. The Board voted 3 for (Nicholas Skatell, Kathryn Moore, and Rebecca Kelly) and 3 against (Grace Watts, Howard Godwin, and Jim Hartman). The tie was broken by Vice Chairperson Ronald Beasley, who voted for. **The Villages at Old Stage Subdivision Preliminary Plat passed.**

### **Removal of Outdoor Storage in B-2**

Town Planner Dylan Eure presented this request to the Board, stating that the Town wishes to amend its currently Code of Ordinances, specifically Chapter 36, Article X, Section 36-274, entitled "Special Uses" within the B-2 business district to remove outdoor storage as a special use. He explained that this would not pertain to storage unit businesses.

Board Member Jim Hartman made a motion to approve the removal of Outdoor Storage in B-2, which was seconded by Nicholas Skatell. **The Board voted unanimously.**

#### **All-Way Stop Intersections**

Town Manager Snow Bowden presented this memo to the Board. This would specifically refer to Saint Matthews Road and Pope Road. He stated that before making a decision to remove the all way stops, the Town should consider getting data regarding the all way stops. He stated that with the developments coming soon, we should not make a decision just because we don't like having the stops.

Board Member Jim Hartman made a motion to table this until we can have more data to support a decision. The motion was seconded by Howard Godwin. **The Board voted unanimously.**

#### **Updates to Erwin's Appointed Boards**

Town Planner Dylan Eure presented this proposed amendment to the Board. This would amend several sections of Erwin's appointed Board ordinances for the reason of updating the existing regulations to what Erwin currently uses and practices. It would also bring the ordinances in line with many other municipalities in the area.

Amended items include but are not limited to: attendance policy, amount of terms members serve consecutively, removal for inefficiency, and compensation when acting as the Board of Adjustments.

Board Member Kathryn Moore made a motion to approve the updates to the Erwin Appointed Boards, which was seconded by Nicholas Skatell. **The Board voted unanimously.**

#### **ADJOURNMENT**

Board Member Nicholas Skatell made a motion to adjourn the meeting at 8:06 PM and was seconded by Kathryn Moore. **The motion was unanimously approved.**

**Minutes recorded and typed by**

**Katelan Blount, Deputy Town Clerk**

---

**Ronald Beasley**

**Vice Chairperson**

---

**Katelan Blount**

**Deputy Town Clerk**

# Erwin Planning Board

## REQUEST FOR CONSIDERATION

---

To: Erwin's Planning Board Members

From: Dylan Eure, Town Planner

Date: November 18, 2024

Subject: ZT-2024-007

---

### **Rezoning description**

The Town of Erwin has received a request to rezone a parcel located by its physical address of 4507 NC 55 Erwin, NC 28339. Currently this parcel is zoned as RD. Said petition would rezone the above parcel to be entirely under B-2 zoning classification. The parcel size is 3.47 acres and currently is occupied by a daycare. If the property is rezoned it would have no effect on the currently operating day care as daycares are a permitted use within the B-2 zoning classification. From discussions with the developer they have stated that 2.47 acres are to be subdivided from the property for the construction of a retail store if the rezoning is approved.

### **Site Description & Surrounding Uses**

A single parcel located at the intersection of NC55 and Maynard Lake Rd of which both are maintained by North Carolina Department of Transportation. According to NCDOT this area is also set to be the future 421 bypass. The parcel is currently occupied by a daycare facility and if the rezoning would be approved there would be no effect to the current operation. According to Harnett GIS the property is approximately 3,200 ft or .62 of a mile to the north of Erwin's corporate limits. There are Harnett County water lines located on both NC 55 (12 inch main) and Maynard Lake (6 inch main) with a gravity fed sewer lines coming off NC 55. GIS has no recorded easements on the property nor are watersheds, wetlands, or flood zones.

The surrounding land uses are RD and are comprised of a mobile home park and agricultural uses to the west, a church to the northeast, a learning center/preschool to the east, and single family residential to the north and south.

### **Compatibility**

The requested rezoning from RD to B-2 classification is compatible with all of the Town of Erwin's regulatory documents. According to Erwin's 2023 Land Use Plan and Erwin's Code of Ordinances the uses defined within the B-2 zoning classification would best serve the above stated parcel.





**REZONING MAP REQUEST  
STAFF REPORT**

Case: ZT-2024-007

Dylan Eure, Town Planner  
deure@erwin-nc.org

Phone: (910) 591-4201 Fax: (910) 897-5543

Planning Board: 11/18/2024 Town Commissioners: 01/02/2025

The Town of Erwin has received a request to rezone a parcel located by its physical address of 4507 NC 55 Erwin, NC 28339. Currently this parcel is zoned as RD. Said petition would rezone the above parcel to be entirely under B-2 zoning classification. The parcel size is 3.47 acres and currently is occupied by a daycare. If said rezoning is approved the parcel would be subdivided in order to construct a retail establishment and would have no impact on the daycare in operation.

---

---

**Applicant Information**

**Owner of Record:**

Name: Dayna & Steve Murphy  
Address: 175 Drum Inlet.  
City/State/Zip: Morehead City, NC 28557

**Applicant:**

Name: Rhetson Companies, Inc.  
Address: 2075 Juniper Lake Road  
City/State/Zip: West End, NC 27376

---

---

**Property Description**

- Harnett County Tax Pin #0598-92-2261
- 3.47 acres

---

---

**Vicinity Map**

- See Attached Harnett County GIS Image with zoning districts
- See Attached Harnett County GIS Image without zoning districts

---

---

**Physical Characteristics**

Site Description:

A single parcel located at the intersection of NC55 and Maynard Lake Rd of which both are maintained by North Carolina Department of Transportation. According to NCDOT this area is also set to be the future 421 bypass. The parcel is currently occupied by a daycare facility and if the rezoning would be approved there would be no effect to the current operation. According to Harnett GIS the property is approximately 3,200 ft or .62 of a mile to the north of Erwin's corporate limits. There are Harnett County water lines located on both NC 55 (12 inch main) and Maynard Lake (6 inch main) with a gravity fed sewer lines coming off NC 55. GIS has no recorded easements on the property nor are watersheds, wetlands, or flood zones.

**Surrounding Land Uses:**

The surrounding land uses are RD and are comprised of a mobile home park and agricultural uses to the west, a church to the northeast, a learning center/preschool to the east, and single family residential to the north and south.

---

---

**Services Available**

- Harnett County Water & Sewer
- Erwin Fire
- Harnett County EMS
- Harnett County Sheriff
- Duke Energy for electric
- Brightspeed for telecommunications

---

---

**Staff Evaluation**

The applicant has requested to have a single parcel rezoned from RD (Rural District) to B-2 (Highway Business)

**Staff Evaluation**

Yes  No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

Yes  No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

Yes  No The proposal does ENHANCE or maintain the public health, safety, and general welfare.

Yes  No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group.</p>	
<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.)</p>	
<p>There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.</p>	
<p>The proposed change is in accord with the Land Development Plan and sound planning principles.</p>	

---



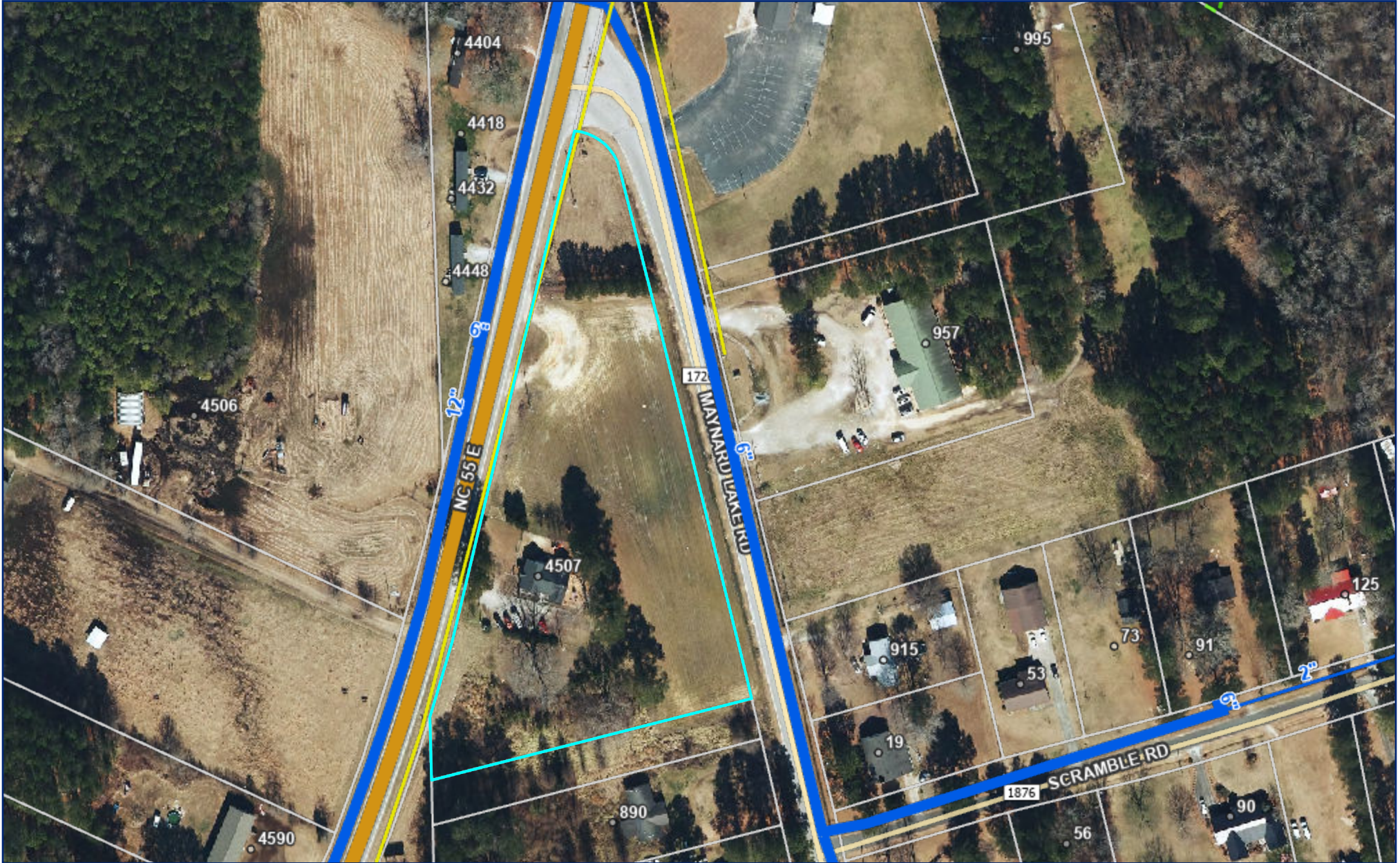
---

**Statement of Consistency**

The requested rezoning from RD to B-2 classification is compatible with all of the Town of Erwin’s regulatory documents. According to Erwin’s 2023 Land Use Plan and Erwin’s Code of Ordinances the uses defined within the B-2 zoning classification would best serve the above stated parcel. It is recommended that this rezoning request be **Approved**.

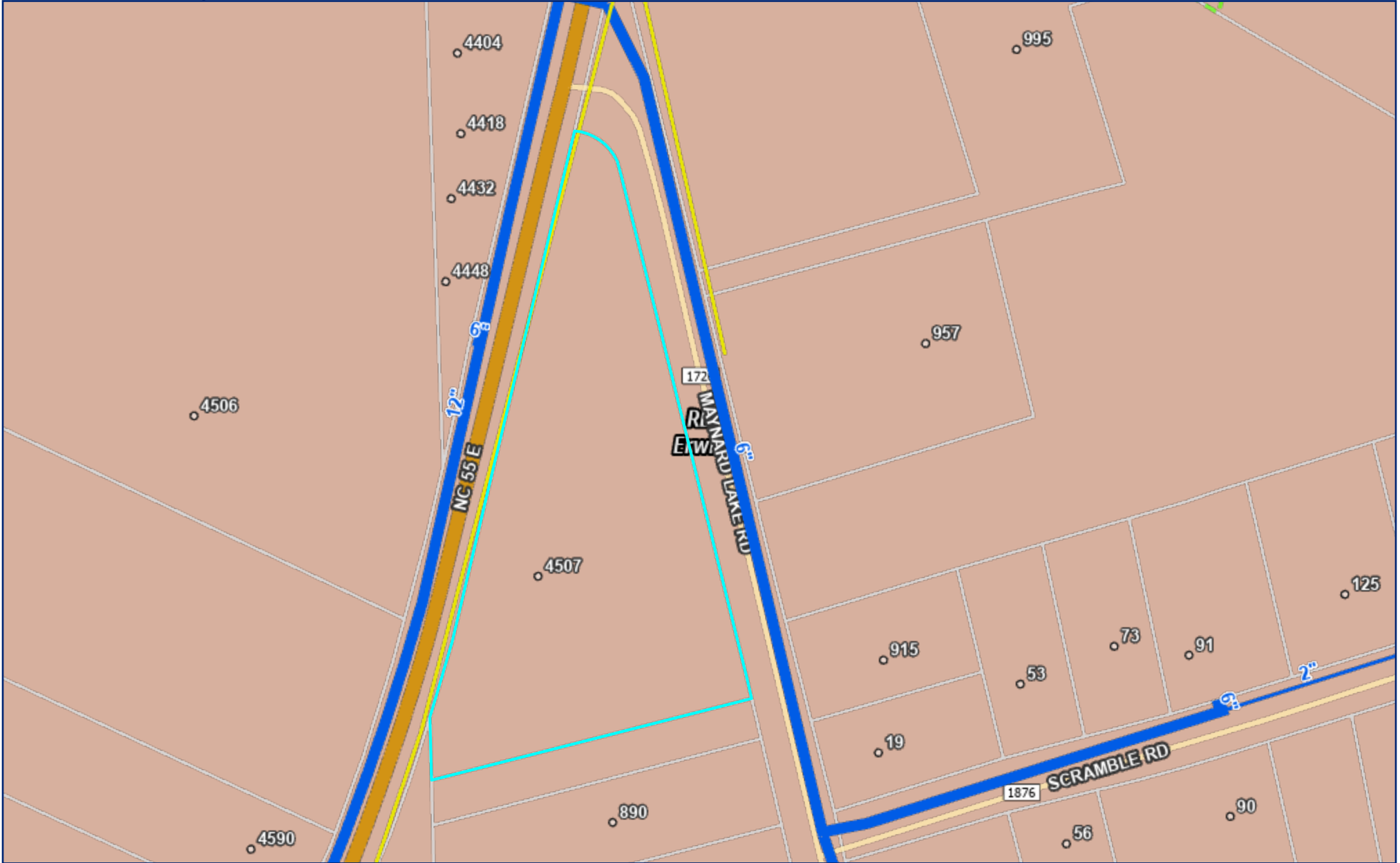
Attachments:

- ZT-2024-007 Application
- Harnett County GIS Image with zoning districts
- Harnett County GIS Image without zoning districts
- Adjacent property owner sheet
- Public notice letter sent to adjacent property owners

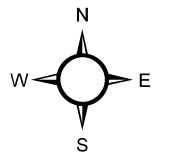


County Boundary	Gravity	Parcels
Address Numbers	Road Centerlines	
2 - 5	NC	
6 - 36	Ingress_Egress	

A north arrow pointing North (N), South (S), East (E), and West (W). Below it is a scale bar showing 0, 12, and 160 feet. The number 12 is highlighted in red on the scale bar.



County Boundary	Gravity	Parcels
Address Numbers	Road Centerlines	RD
2 - 5	NC	
6 - 36	Ingress_Egress	





# Application for an Amendment To The Official Zoning Map of Erwin, NC

Staff Only: Zoning Case # Z-20 \_\_\_\_\_ - \_\_\_\_\_  
Fee: \_\_\_\_\_ Check # \_\_\_\_\_ MO \_\_\_\_\_ Cash \_\_\_\_\_  
PB Recommendation: \_\_\_A\_\_\_ D \_\_\_A/W Conditions  
BOC Date: \_\_\_\_\_ Decision: \_\_\_A\_\_\_ D \_\_\_T\_\_\_ A/W Conditions

Print Applicant Name: Rhetson Companies, Inc.  
Name of Legal Property Owner Dayna and Steve Murphy  
Location of Property 4507 NC HWY 55 East

Please Circle One of the Following: Less than one Acre One to 4.99 Acres Five or more Acres

Zoning change requested from RD to B2

If Conditional District, note conditions: \_\_\_\_\_

Harnett County Tax Map PIN 0598-92-2261

Property owner(s) of area requested and address(es)

\* see attached list of property owners \*

(If more space is required, please attach to this document separately)

- Submit names and addresses of property owners immediately adjacent to the proposed rezoning area (and properties within 100 feet of proposed rezoning area) and across any street(s) and identify on an area map
- Attach a metes and bounds description, deed drawing of the area involved or a reference to lots in an approved subdivision on the entire property requested for change
- This application must be filed with the Town Hall by 4:00 p.m. on the Friday which is at least 25 days before the meeting at which it is to be considered and may be withdrawn without penalty no later than 19 days prior to the public hearing

Whenever an application requesting an amendment has been acted on and denied by the Town Board, such application, or one substantially similar shall not be reconsidered sooner than one year after the previous denial.

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Town to be appropriate to the property involved and that the burden of proof for a zoning amendment rests with the applicant. Applicant is Encouraged to Discuss the Proposed Zoning Amendment with Affected Property Owners.

[Signature]  
Signature of Applicant

(910) 944-0881  
Contact Number

2075 Juniper Lake Road, West End, NC, 27376  
Mailing Address of Applicant

Chris Morgan  
Executive Vice President of Construction  
Rhetson Companies, Inc.

Parcel ID	PIN	Owners	Owner1	Owner2	Physical Address	Mailing Address
7486566	0598-91-2998.000	KIMBER GROUP LLC	KIMBER GROUP LLC		MAYNARD LAKE RD NC	P O BOX 181 ERWIN, NC 28335-0181
7524796	0598-92-6030.000	SANDERS ASHLEY N	SANDERS ASHLEY N		19 SCRAMBLE RD ERWIN, NC 28336	19 SCRAMBLE RD ERWIN, NC 28339
7427756	0598-92-2261.000	MURPHY DAYNA BAYLES & MURPHY	MURPHY DAYNA BAYLES	MURPHY STEVE WILFORD	4507 NC 55 E ERWIN, NC 28339	175 DRUM INLT MOREHEAD CITY, NC 28557-9644
7440636	0598-91-3900.000	KIMBER GROUP LLC	KIMBER GROUP LLC		890 MAYNARD LAKE RD ERWIN, NC	P O BOX 181 ERWIN, NC 28335-0181
7529754	0598-92-7864.000	AVERY JOHN W & AVERY PHYLLIS A	AVERY JOHN W	AVERY PHYLLIS A	4506 NC 55 E ERWIN, NC 28339	6076 RED HILL CHURCH RD COATS, NC 27521-0000
7469811	0598-92-6101.000	HAYES SHARON POPE	HAYES SHARON POPE		915 MAYNARD LAKE RD ERWIN, NC	11845 ABATTOIR RD COATS, NC 27521-9380
7498953	0598-92-7879.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		995 MAYNARD LAKE RD ERWIN, NC	PO BOX 306 ANGLIER, NC 27501-0906
7433620	1508-02-0557.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		MAYNARD LAKE RD NC	PO BOX 306 ANGLIER, NC 27501-0906
7438522	0598-92-1741.000	NC PROPERTY INVESTORS LLC	NC PROPERTY INVESTORS LLC		4448 NC 55 E ERWIN, NC 28339	PO BOX 190 CLAYTON, NC 27528-0190
7427809	0598-92-5494.000	HAWLEY WILLIAM D	HAWLEY WILLIAM D		957 MAYNARD LAKE RD ERWIN, NC	PO BOX 306 ANGLIER, NC 27501-0906
7427812	0598-92-4890.000	MIDWAY PENTECOSTAL HOLINESS	MIDWAY PENTECOSTAL HOLINESS		4571 NC 55 E DUNN, NC 28334	PO BOX 667 ERWIN, NC 28339-0000

Mr. Snow Bowden  
Town Manager  
Town of Erwin  
100 West F Street  
Erwin, NC 28339  
910-897-5140

Mr. Bowden,

Rhetson Companies, Inc. is filing this application for a rezoning from RD to B2. The subject property consists of 2.47+/- acres (portion) of Parcel 0598-92-2261.000, which is a total of 3.47+/- acres. The site is located within the Town of Erwin's ETJ and fronts on NC 55 E at the intersection of NC 55 E and Maynard Lake Road. Rhetson Companies is seeking to locate a proposed 10,640 SF retail store on the subject property.

The proposed use also promotes the following:

Economic Development:

- Promote the business growth within the Town
- Develop a diversified economic base in the Town

Land Use:

- Ensure the optimal use of land resources within the Town of Erwin and promote and support an environmentally sound future land use pattern that provides for a variety of community needs and minimized conflicts between existing and proposed land uses.
- Provide a retail service to the community to limit travel times

The proposed development will support the community of Erwin while having minimal impacts to noise, odor dust, and fumes to adjacent properties based on its intended use. The proposed development will meet the requirements set forth in the Town of Erwin's Unified Development Ordinance.

The proposed development will meet all applicable standards for Erosion and Sediment Control and Stormwater Management, and will feature Erosion and Sediment Control measure, and a permanent stormwater management pond meeting the standards of NCDEQ. The proposed entrance has been preliminarily reviewed by the North Carolina Department of Transportation. Discussions and feedback from North Carolina Department of Transportation have been incorporated in site and entrance design. The preliminary site design proposes a full entrance on the less traveled road (Maynard Lake Road) and a right out with 4-foot island on the more heavily traveled Hwy 55 to promote traffic adherence and safety. The applicant will work during the design phase with North Carolina Department of Transportation to ensure all aspects of the North Carolina Department of Transportation design manual are achieved. The proposed entrances will be officially reviewed and permitted by the North Carolina Department of Transportation.

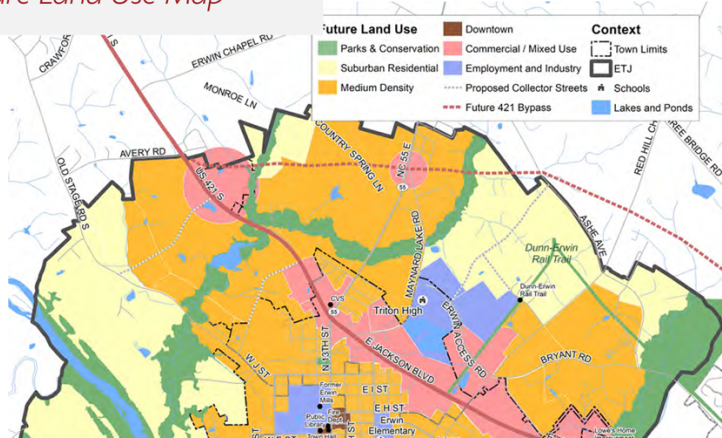


The proposed use is compatible with the recently updated future land use plan (see below) for the Town of Erwin identifying the future land sue of this parcel to be commercial/mixed use. The use will provide services to the existing residential homes, churches and education facilities in the area.

Sincerely,

Rhetson Companies, Inc (Applicant) on behalf of Steve and Dayna Murphy

*Future Land Use Map*





OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND  
(Consult "Guidelines" (Form 12G) for guidance in completing this form)

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Dayna Bayles Murphy and husband, Steve Wilford Murphy

(b) "Buyer": Rhetson Companies, Inc.

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

The Property  will  will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: out of 4507 NC 55 East  
City: Erwin Zip: 28334  
County: Harnett, 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 \_\_\_\_\_, Johnnie D. Avery and Mattie T. Avery, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) 149-C  
The PINPID or other identification number of the Property is: out of 0598-92-2261.000  
Other description: See "Exhibit A" attached hereto  
Some or all of the Property may be described in Deed Book 2408 at Page 828

(d) "Purchase Price": [Redacted] paid in U.S. Dollars upon the following terms:  
BY DUE DILIGENCE FEB made payable and delivered to Seller by the Effective Date by  cash  personal check  official bank check  wire transfer for \$[Redacted]  
 electronic transfer (specify payment service): [Redacted]  
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer within five (5) days of the Effective Date of this Contract.  
Business [Redacted] [Redacted]



This form jointly approved by  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS



STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

Buyer initials [Redacted] Seller initials [Redacted]

[Handwritten initials]

\$ \_\_\_\_\_

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 BEING 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).



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

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.

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 be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(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 until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

DM VBM

(f) "Escrow Agent" (insert name): not applicable Investors Title Insurance Co.  
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).

DM SWM

Refer to Section 4 of Exhibit C

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.

(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 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to 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

Page 2 of 18  
Buyer Initials AW Seller Initials VBM SWM

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

Remove all references to "Due Diligence Fee" AW VBM SWM

DM SWM DM VBM DM AW

Contract by Seller, or if this Contract is terminated under Paragraph 20(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. See paragraph 23 for a Buyer's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(l) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on see "Exhibit B" attached **TIME BEING OF THE ESSENCE.**

(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 see "Exhibit B" attached hereto (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, 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 10 (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 4(n) and 6(k).

2. 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, 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 6 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.

Page 3 of 13  
Buyer initials PAW Seller initials UPM SWM

STANDARD FORM 12-1  
Revised 7/2022  
© 7/2022

SWM UPM PAW

(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) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) 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.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **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 finding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **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 3(b), 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) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **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.

Page 4 of 13  
Buyer Initials EAJ Seller Initials DEAM SMM

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

SMM DEAM EAJ

Earnest Money <sup>DS</sup> DBM <sup>DS</sup> SWM

(f) 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 BEING OF THE ESSENCE*. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

3. 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. <sup>DS</sup> DBM <sup>DS</sup> SWM

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. <sup>DS</sup> SWM

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:  Conventional  USDA

Other type: TBD <sup>DS</sup> DBM <sup>DS</sup> SWM

In the principal amount of \_\_\_\_\_

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.

Page 5 of 14 <sup>DS</sup> DBM <sup>DS</sup> SWM

Buyer Initials RW Seller Initials \_\_\_\_\_

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

<sup>DS</sup> SWM <sup>DS</sup> DBM <sup>DS</sup> SWM

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) 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 7(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).

5. 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) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A [2-T]) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) Sewage System Permit: ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) Private Drinking Water Well Permit: ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. SELLER OBLIGATIONS:

(a) Evidence of Title, 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) 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 affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

Page 6 of 13

Buyer initials RAW

Seller Initials

UPM SMM

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

SMM UPM RAW



(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) 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 the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (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. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 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 from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(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, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to 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) 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: Rhetson Companies, Inc. and/or assigns

(i) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement [REDACTED] 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.

Page 7 of 13  
Buyer initials RWW Seller initials [Signature]

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

[Signature]

(j) 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 7(a) of this Contract.

(k) 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.

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

(m) Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) Seller's Breach of Contract: See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

**7. 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 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 7(b) below.

(b) Buyer shall pay:

- (i) charges for providing information required by Buyer's lender;
- (ii) 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) determining restrictive covenant compliance.

**8. 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) Rents: Rents, if any, for the Property;

(c) Dues: Owners' association regular assessments (dues) and other like charges.

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

(a) Condition of Property at Closing: 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.

**10. 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.

Page 8 of 13

Buyer Initials AW

Seller Initials VPAM S.M.A.

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

S.M.A. VPAM

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. 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.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: Exhibit A, Exhibit B and Exhibit C which are attached hereto and incorporated herein by reference as if fully set forth.

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

13. ASSIGNMENTS: ~~This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.~~

14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR<sup>SM</sup> or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. 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, 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.

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

20. 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.

Page 2 of 3  
Buyer Initials PLW Seller Initials DEM SMM

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

SMM DEM PLW

21. REMEDIES:

(a) Breach by Buyer: In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. 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, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. 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 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. 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Page 10 of 13  
Buyer Initials AW Seller Initials DPAM SMM

STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

SMM DPAM AW

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: \_\_\_\_\_

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

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

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

Date: 9/12/2022  
DocuSigned by: \_\_\_\_\_

Seller: Dayna Bayles Murphy  
Dayna Bayles Murphy 9/12/2022

Date: \_\_\_\_\_  
DocuSigned by: \_\_\_\_\_

Seller: Steve Murphy  
Steve Willford Murphy  
AT 14731800C407

Entity Buyer: Whetson Companies, Inc.  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: Richard Vincent  
Print Name

Title: Executive Vice President of Real Estate

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

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

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

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

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

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

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.

*S. Wang* *U.P.M.* *Mc*

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: See "Exhibit C"

Buyer Fax #:

Buyer E-mail:

SELLER NOTICE ADDRESS:

Mailing Address: See "Exhibit C"

Seller Fax #:

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Fathom Realty NC, LLC
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#: C22310

Mailing Address: 1 Glenwood Ave., Ste. 500
Raleigh, NC 27603-2580

Individual Selling Agent: John Wayne Hudson
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 215424

Selling Agent Phone#: (919) 820-1548

Selling Agent Fax#: (919) 400-4312

Selling Agent E-mail: realtorjohnwayne@gmail.com

Listing Firm Name: Fathom Realty NC, LLC
Acting as Seller's Agent Dual Agent

Firm License#: C22310

Mailing Address: 1 Glenwood Ave., Ste. 500
Raleigh, NC 27603-2580

Individual Listing Agent: John Wayne Hudson
Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: 215424

Listing Agent Phone#: (919) 820-1548

Listing Agent Fax#: (919) 400-4312

Listing Agent E-mail: realtorjohnwayne@gmail.com

Page 12 of 13

Buyer initials JW

Seller initials JWH

Handwritten initials JWH and SMM

STANDARD FORM 12-F
Revised 7/2022
© 7/2022

Handwritten initials JWH and SMM

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Dayna Bayles Murphy and husband, Steve Wilford Murphy ("Seller")

Buyer: Rhetson Companies, Inc. ("Buyer")

Property Address: 2.47 ac. +/- out of 4507 NC 55 East, Erwin, NC 28339 ("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 \$ 7,500.00, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: Fathom Realty NC, LLC

By: \_\_\_\_\_ (Signature)

John Wayne Hudson (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 \$ 7,500.00, 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 \$ \_\_\_\_\_, 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)

[SWM] [UPM] [Signature]

EXHIBIT A  
Offer to Purchase and Contract - Vacant Lot/Land

The Property shall consist of approximately 2.47 acres, more or less, and being a portion of that 3.47 acres, more or less, tract identified by Harnett County PIN No. 0598-92-2261.000. Seller shall retain approximately 1.00 acre, more or less, of the 3.47 acres, more or less, tract the location of which is approximated on "Exhibit B" attached hereto. The exact location of the Property shall be determined by Survey which shall be paid for by Seller.

SELLER:

DocuSigned by:

*Dayna Bayles Murphy*

Dayna Bayles Murphy 9/12/2022

DocuSigned by:

*Steve Murphy*

Steve Wilford Murphy

Date: 9/12/2022

BUYER:

Rhetson Companies, Inc.

By: *[Signature]*  
Richard Vincent  
Executive Vice President of Real Estate

Date: 8/16/2022

*[Signature]*



Buyer to Purchase non-shaded area from Seller.  
~~HOUSE & Land to Right to be Subdivided~~ DS DS  
DEM SUM

EXHIBIT B  
Harnett GIS



NOT FOR LEGAL USE

GIS/E-911 Addressing  
August 1, 2022

SUM DEM ME

EXHIBIT C

Offer to Purchase and Contract - Vacant Lot/Land

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

1. ~~The "Due Diligence Period" shall begin on the Effective Date and shall extend through 5:00 p.m. on that date which is one hundred eighty (180) days following the Effective Date.~~ shall mean the period beginning on the Effective Date and extending One Hundred Eighty (180) days after the later of i) the date of written notice to Seller confirming Buyer's successful rezoning of the Property for its Intended Use or Commercial Use or ii) February 1, 2023. Buyer shall be allowed to extend the Due Diligence Period for no more than two (2) additional thirty (30) day periods, at no penalty, ~~(for a total Due Diligence Period, including extensions, of two hundred forty (240) days) by giving Seller written notice of its intention to extend the Due Diligence Period prior to the expiration of the current Due Diligence Period.~~
2. ~~Seller and Buyer may agree to additional thirty (30) day extensions of the Due Diligence Period beyond that date which is two hundred forty (240) days following the Effective Date, if: (a) Buyer and Seller agree in writing to any such extension; and (b) Prior to the expiration of the current Due Diligence Period, Buyer shall pay to Seller a nonrefundable extension fee (which shall be credited to the Purchase Price) in the sum of Five Thousand and 00/100 (\$5000.00) per extension period.~~
3. The parties agree that Settlement will take place within ~~fifteen (15)~~ thirty (30) days following the expiration of the Due Diligence Period or any extension thereof.
4. Earnest Money Disbursement and Other Remedies in Event of Breach: In the event this offer has not been accepted by Seller, then the Earnest Money shall be refunded to Buyer at any time upon Buyer's unilateral request to Escrow Agent. In the event Buyer terminates this Agreement prior to the expiration of the Due Diligence Period, then the Earnest Money shall be refunded immediately to Buyer at Buyer's unilateral request to Escrow Agent. In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for a breach of this Agreement, including, but not limited to, specific performance of this Agreement. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach, including, but not limited to, specific performance of this Agreement. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for

( : : )  
[Signature]

such breach and Seller waives all other remedies. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If a court of competent jurisdiction determines that a party has breached this Agreement, the party in breach shall reimburse the other party for that party's reasonable attorney's fees and other costs associated with such litigation.

5. Assignment: Buyer may assign this Agreement upon written notice to Seller.
6. Deliveries: Seller shall deliver to Buyer within 5 business days of 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, easements, covenants, leases, deeds, notes and deeds of trust and easement relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. Seller shall also deliver to Buyer as soon as reasonably possible after the Effective Date copies of all presently effective warranties or non-terminable service contracts related to the Property. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 6, if any, and shall, upon Seller's request, assign and transfer to Seller all of its right, title and interest in and to any and all studies, reports, surveys and other information, data and/or documents relating to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.
7. Evidence of Title: Seller agrees to convey to Buyer at Closing fee simple marketable and insurable title to the Property by general warranty deed free and clear of all liens, encumbrances, leases, tenancies and defects of title other than: (a) zoning ordinances affecting the Property, (b) taxes not yet due and payable and (c) matters of record existing at the Effective Date that are not objected to by Buyer prior to the end of the Due Diligence Period


(S.M.) (V.P.M.) *AW*

("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller represents and warrants that Seller is the fee simple owner of the Property. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Effective Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to Closing Buyer shall have the right to secure a new ALTA/ACSM survey of the Property (the "Survey") to be performed by a licensed surveyor in the State of North Carolina, which Survey may be submitted to the title company for the purpose of deleting any pre-printed survey exceptions from the title commitment. Upon the completion of the Plat, the legal description set forth therein shall be attached hereto in replacement of Exhibit A, and the same shall be the legal description of the Property for all purposes in connection with this Agreement, provided however, Seller shall not be required to provide warranties of title to any property described on Exhibit A that is not otherwise described in the deeds by which Seller received title.

8. Title Examination: After the Effective Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Due Diligence Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable or that there is a defect of title that will prevent or impair the Intended Use, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Due Diligence Period, and Seller shall have thirty (30) days to cure said noticed defects. ~~and the original Due Diligence Period shall continue to run until the defects are remedied.~~ If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may, in its sole discretion, terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Due Diligence Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. In the event that the Property is subject to a lease, Seller shall provide all necessary and sufficient notices and take whatever action is necessary to terminate said lease and remove any tenants and their personal property from the Property prior to Closing. If Seller fails to comply with the requirements of the preceding sentence Seller shall be responsible for all costs and fees resulting from such failure to comply, including but not limited to, court costs, attorney's fees, and tenant relocation costs.

(S.M. VER. RW)

9. Closing: At Closing, Seller shall deliver to Buyer a General Warranty Deed on the current NC Bar Form-a Non-Warranty Deed on the current NC Bar Form (if applicable) (whichever is specified by Buyer's title insurer), the Reciprocal Easement Agreement and/or Restrictive Covenants Agreement required by Sections 20 and 21, if applicable, and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign status (pursuant to the Foreign Investment In Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Unless otherwise agreed herein, exclusive possession of the Property, free and clear of any tenancies, leases, or other rights of possession, shall be delivered at Closing and all personal property shall be removed from the Property on or before Closing.
10. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date: (i) delivered by facsimile transmission or by electronic mail (e.g. email), (ii) delivered in person, (iii) deposited in the United States mail, registered or certified, return receipt requested, or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Exhibit C, Section 15(as applicable), or at such other addresses as specified by written notice delivered in accordance herewith. Notwithstanding the foregoing, Seller and Buyer agree that notice may be given on behalf of each party by the counsel or broker for each party and notice by such counsel or broker in accordance with page 12 of the contract shall constitute notice under this Agreement. In the event any notice date occurs on a non-Business Day, then such date shall be extended until the next succeeding Business Day. Counsel to Seller or Purchaser may send and receive notices or other communications under this Agreement.
11. Access to Public Roads, Reciprocal Easement Agreement: Seller agrees that it will execute a shared access easement at Closing that substantially conforms to Buyer's standard Reciprocal Easement Agreement form and Buyer's standard Restrictive Covenants Agreement form, as outlined below in Exhibit C, Section 12, if Seller owns property that is currently served by a shared access easement that encumbers the Property or if a governmental agency requires Buyer to establish a shared access easement benefitting Seller's property and encumbering the Property.

[S.M.] [D.M.] 

12. Restrictions: If the Property is a portion of a larger parcel owned by Seller or if Seller owns parcel(s) adjacent to the Property then Buyer and Seller agree to enter into an agreement that substantially conforms to Buyer's standard Restrictive Covenants Agreement form, at Closing. If the parcel(s) shares an access-way with the adjacent property, then Buyer and Seller agree to enter into a Restrictive Easement Agreement as provided above in Exhibit C, Section 11 at Closing.

The Seller agrees to restrict the following direct competition: Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to: Super Wal-Mart, Wal-Mart, Walmart Neighborhood Market, or Walmart Express.

The Seller agrees to restrict the following noxious uses: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the two tracts, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or

(S.M.M. V.B.L. RW)

outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

13. Permits: Seller agrees to sign and/or execute all documents pertaining to the acquisition of plans approval and permits from government agencies including, but not limited to, DEQ, NCDOT, and municipal agencies. Seller expressly agrees to allow Buyer to apply for zoning applications, plans approval, easements, and permits prior to Closing, and Seller hereby appoints Jamie S. Encinosa of Rhetson Companies, Inc and Jim McNeill of Clarke, Phifer, Vaughn, Brenner, and McNeill, PLLC as Seller's attorneys-in-fact for the purpose of managing any zoning applications necessary to ensure that the Intended Use is legally permitted on the Property.

14. Subdivision/Combination: Buyer, at Buyer's sole cost and expense, shall obtain subdivision and combination approval from the Town of Erwin for the creation of the Property lot substantially as depicted on Exhibit A (the "Subdivision"). ~~and Seller shall dedicate any land, grant any easements and/or pay for any off-site improvements as may be required to obtain the Subdivision.~~ Seller agrees to reasonably cooperate with Purchaser's efforts to obtain the Subdivision, at no cost to Seller. As a condition of Closing, and prior to the end of the Due Diligence Period, for the benefit of both Buyer and Seller, the parties shall have approved for execution, acknowledgment and delivery for recording at Closing, a form of cross-access, utility, sign, drainage, and such other easements as may be reasonably necessary or required pertaining to the development and operation of the Property and the adjacent property of Seller, each as preliminarily shown on the Subdivision plat attached hereto as Exhibit A. Buyer's obligations to close pursuant to this Agreement, are expressly contingent on Buyer and Seller working together to obtain the Subdivision. In the event efforts to obtain the Subdivision are rejected by the appropriate governmental authority, Buyer shall have the right to terminate this Agreement and the Deposit shall be disbursed as provided in Contract.

15. The parties' notice addresses shall be as follows:

BUYER NOTICE ADDRESS:

Rhetson Companies, Inc.  
2075 Juniper Lake Road  
West End, NC 27376

[S.M.] [S.M.]

Attn.: Carrie Key-Boles  
carrie@rhetson.com

With a copy to:  
Jim McNeill  
c/o Clarke, Phifer, Vaughn, Brenner and McNeill  
135 Applecross Road  
Pinehurst, NC 28374

SELLER NOTICE ADDRESS:

Dayne Bayles Murphy  
Steve Wilford Murphy  
175 Drum Inlet  
Morehead City, NC 28557

With a copy to:

John Wayne Hudson  
c/o Fathom Realty, NC, LLC  
1 Glenwood Ave., Ste. 500  
Raleigh, NC 27603-2580

IN THE EVENT OF A CONFLICT BETWEEN THIS EXHIBIT C 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.

SELLER:

DocuSigned by  
*Dayne Bayles Murphy*

Docu ID: 123456789  
Dayne Bayles Murphy 9/12/2022

DocuSigned by  
*Steve Murphy*

Docu ID: 987654321  
Steve Wilford Murphy 9/12/2022  
Date: \_\_\_\_\_

BUYER:

Rhetson Companies, Inc.

*[Handwritten Signature]*  
By: Richard Vincent  
Executive Vice President of Real  
Estate  
Date: 9/1/2022

US *[Handwritten Signature]* US *[Handwritten Signature]*



"Exhibit D"  
ESCROW ADDENDUM

This Escrow Addendum dated 9-12-22 (this "Addendum"), is hereby made a part of that certain Agreement for Purchase and Sale of Real Property having an Effective Date of 9-12-22 (the "Sales Contract"), by and between Steve and Dayna Murphy as seller thereunder ("Seller"), and Rhetson Companies, Inc as purchaser thereunder ("Purchaser"). Investors Title Insurance Company, a North Carolina corporation ("Escrow Agent"), has executed this Addendum for the sole purpose of consenting to the terms of this Addendum.

Required SELLER Information:	Required PURCHASER Information:
Tax ID: <u>N/A. call # below, if needed.</u>	Tax ID: <u>20-1034440</u>
Mailing address: _____	Mailing address: <u>2075 Juniper Lake Road,</u> <u>West End, NC 27376</u>
Telephone: <u>919.524.1000</u>	Telephone: <u>910-944-0881</u>
Email: _____	Email: <u>carrie@rhetson.com</u>

WHEREAS, Seller and Purchaser desire that the closing of the transaction contemplated by the Sales Contract take place in accordance with the terms and provisions of this Addendum.

WHEREAS, pursuant to Section 1(e) of the Sales Contract, Purchaser and Seller have appointed Investors Title Insurance Company to hold earnest money in the amount of \$7,500.00 (the "Escrowed Funds"), which sum will be held in accordance with the terms of this Addendum and the Sales Contract.

NOW, THEREFORE, in furtherance of the transaction contemplated by the Sales Contract, and for and in consideration of                      cash paid in hand to Escrow Agent, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Seller and Purchaser hereby designate, constitute and appoint Investors Title Insurance Company as Escrow Agent under this Addendum to hold Escrowed Funds, and Escrow Agent accepts such designation and appointment, and agrees to act in accordance with the terms of this Addendum. It is hereby expressly understood and agreed that in the event a conflict should arise as between the terms of this Addendum and those of the Sales Contract, the terms of this Addendum will control.
2. Notwithstanding any provisions regarding interest in the Sales Contract, Purchaser and Seller hereby request that the Escrowed Funds (select ONE option; if neither is selected, the second option below will be deemed selected):
  - accrue interest to the benefit of Purchaser (if left blank, Purchaser will be beneficiary, in accordance with 26 CFR § 1.468B-7).
  - do not accrue interest to the benefit of Purchaser/Seller.

[Signature] *DN*

3. All checks, money orders, wires or drafts sent to Escrow Agent under this Addendum will be processed for collection in the normal course of business. Escrow Agent will deposit the Escrowed Funds in a segregated savings account with a federally-insured banking institution. All funds received by check will be held for a minimum of five (5) business days prior to transfer to a segregated account or disbursement.
4. (a) Purchaser Sales Contract Termination during Due Diligence Period. The Purchaser and Seller hereby stipulate i) the Due Diligence Period is defined pursuant to Section 1(e) of the Sales Contract, as may be amended from time to time and ii) Purchaser has the unilateral right, for any reason or no reason, to terminate the Sales Contract during the Due Diligence Period, and upon such termination, is entitled return of the Escrowed Funds plus any interest earned thereon.

Notwithstanding any terms in this Addendum or in the Sales Contract to the contrary, in the event Purchaser x) provides written notice of Purchaser's termination of the Sales Contract during the Due Diligence Period by deposit with a nationally recognized overnight courier or in the United States mail, registered or certified, return receipt requested, to the Seller's address set forth on page one of this Agreement and y) provides Escrow Agent written notice thereof, Escrow Agent shall disburse to Purchaser all Escrowed Funds including any interest earned thereon, without the necessity for additional notification to, or approval by, Seller.

By their acknowledgment below, Seller hereby specifically waives any and all claims or causes of action Seller may have as to Escrow Agent's actions pursuant to this section 4(a). Seller hereby further states Seller has either executed this Addendum subsequent to the review of Seller's counsel or has competently chosen not to retain counsel to review this Addendum.

(b) Other Disbursements. Upon Escrow Agent's receipt of consistent written instructions from both Seller and Purchaser, or their respective counsel or brokers, Escrow Agent will disburse the Escrowed Funds in accordance with such instructions. Such instructions may be given in duplicate counterparts and delivered via electronic mail. Escrow Agent requests delivery of such instructions at least twenty-four (24) hours before disbursement is needed. Notwithstanding the foregoing provisions of this Section 4, in the event that Seller or Purchaser provides Escrow Agent and the other party with a written certification claiming the Escrowed Funds pursuant to certain provisions of the Sales Contract, Escrow Agent, at its absolute and sole discretion, may elect to proceed by: (i) notifying Purchaser and Seller that it intends to disburse the Escrowed Funds in accordance with such request unless the non-requesting party delivers a written objection to such requested disbursement within ten (10) business days after receipt of said notice, and (ii) so disbursing the Escrowed Funds to the requesting party after such ten (10) business day period, provided the non-requesting party has not objected to such disbursement in accordance with this Section. Upon such a disbursement, Escrow Agent will be released and discharged from any further duty or obligation hereunder.

5. Escrow Agent will be entitled to rely upon the instructions and other matters covered thereby, and will not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements or information presented therein.

(SUN) [Signature] AN

6. Escrow Agent will not be accountable for any incidental benefit, which may be attributable to the Escrowed Funds. Escrow Agent will not owe a fiduciary responsibility to Purchaser and Seller, and will be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages arise out of the willful default or gross negligence of Escrow Agent or its agents. Furthermore, and in no way limiting the forgoing sentence, Escrow Agent will not be liable for any loss or damage resulting from the following:
  - a. Any default, error, action, or omission of any other party;
  - b. The expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business;
  - c. Any loss or impairment of funds while on deposit with a federally-insured bank, resulting from failure, insolvency or suspension of such bank; and
  - d. Escrow Agent's compliance with any and all legal process, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
  
7. In the event of a dispute hereunder between Seller and Purchaser (or their successors or assigns), Escrow Agent will have the right, exercisable in its sole discretion, to resign by giving written notice to Seller and Purchaser, specifying a date on which such resignation will take effect, which will be no earlier than ten (10) business days after the delivery of such notice. Promptly upon receipt of such notice, Seller and Purchaser will appoint a mutually acceptable successor escrow agent. Upon delivery by the successor escrow agent to Seller, Purchaser, and Escrow Agent of a written instrument accepting such appointment, the successor escrow agent will succeed to all the rights and duties of Escrow Agent hereunder. If a successor escrow agent is not appointed by the expiration of such ten (10) business day period, Escrow Agent will have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction the Escrowed Funds, together with any such legal pleadings as it deems appropriate. In such an event, Escrow Agent will have the right to charge an administrative fee of \$750.00 toward its costs, which will be in addition to any Escrow Agent fee charged. At Escrow Agent's discretion, all applicable fees charged by Escrow Agent may be withheld from the Escrowed Funds tendered to the court. Purchaser and Seller will indemnify and hold harmless Escrow Agent for all of its expenses, costs and reasonable attorneys' fees incurred in connection with such interpleader action in excess of \$750.00. Escrow Agent will have the right to deduct its unpaid fee and any costs it has incurred for overnight delivery charges or wire transfer fees from the Escrowed Funds prior to disbursement.
  
8. The terms and provisions of this Addendum are for the benefit of Seller, Purchaser, and Escrow Agent and their respective successors and assigns only. Nothing contained herein will be deemed or construed to inure to the benefit of any other person or party, it being the express intent of Seller, Purchaser, and Escrow Agent that no such person or party will be entitled to any of the benefits hereunder, except as expressly provided herein.
  
9. This Addendum is intended as a contract under the laws of the State of North Carolina and

(S. M. J. D. P. M.)

will be governed thereby and construed in accordance therewith.

10. This Addendum may be executed by electronic signatures, which for all purposes will be deemed to constitute originals. This Addendum may be executed in counterparts, all of which when taken together will be deemed one original.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day, month and year first above written.

SELLER:

STEVE AND DAYNA MURPHY

DocuSigned by:  
Sign: Dayna Bayles Murphy  
Sign: Steve Murphy  
AT 442:913000:597

PURCHASER:

RHETSON COMPANIES, INC

By: [Signature]  
Name: Richard Vincent  
Title: Executive Vice President of Real Estate

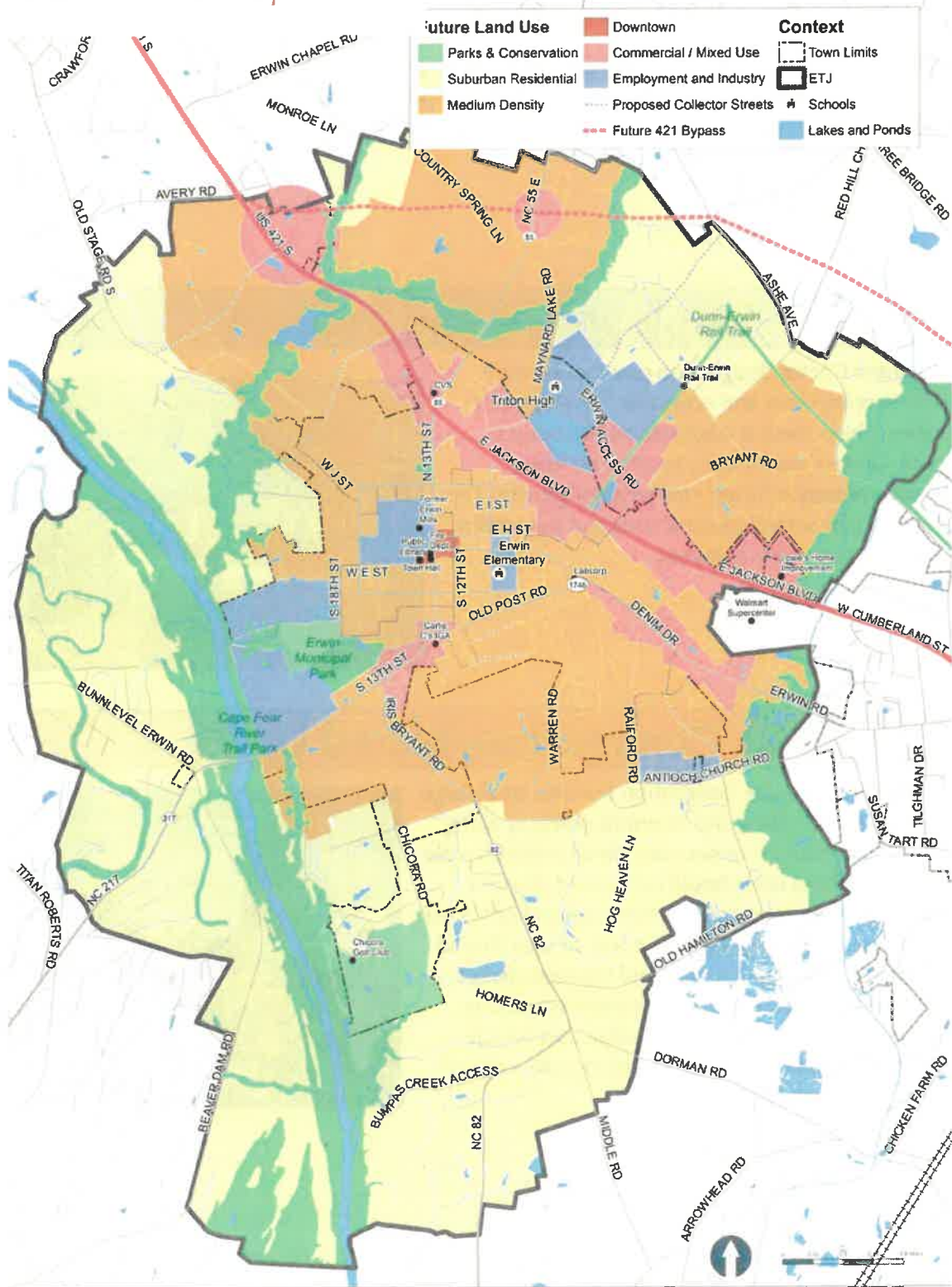
ESCROW AGENT:

Investors Title Insurance Company,  
a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature] [Signature]

# Future Land Use Map



**Statement of Consistency**  
**ZT-2024-007**

The requested rezoning from RD to B-2 classification for the property at 4507 NC 55 , Erwin NC 28339 is compatible with all of the Town of Erwin’s regulatory documents. According to Erwin’s 2023 Land Use Plan and Erwin’s Code of Ordinances the uses defined within the B-2 zoning classification would best serve the above stated parcel.

It is recommended that this rezoning request be **Approved**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk

**Statement of Inconsistency**  
**ZT-2024-007**

The requested rezoning from RD to B-2 classification for the property at 4507 NC 55 , Erwin NC 28339 is NOT compatible with all of the Town of Erwin’s regulatory documents. According to Erwin’s 2023 Land Use Plan and Erwin’s Code of Ordinances the uses defined within the B-2 zoning classification would NOT best serve the above stated parcel.

It is recommended that this rezoning request be **DISAPPROVED**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk

# Erwin Planning Board

## REQUEST FOR CONSIDERATION

---

To: Erwin's Planning Board Members

From: Dylan Eure, Town Planner

Date: November 18, 2024

Subject: Fence Regulations

---

The Town of Erwin Staff wishes to amend its fence ordinance specifically Chapter 36 Article XV Section 36-433 Subsection 4 and 6 to differentiate requirements for front/side yards and to provide clarity on the height of fences for lots that may front two streets along with providing additional regulations for fences in front yards.

(4) Maximum height.

D. Fences for front yards shall be measured at the front corner of the structure to the edge of the Right-of-Way. Side fences for side yards shall be measured parallel from the front corner to the rear corner of the structure. Rear fences for rear yards shall be measured from the back corner of the structure to the rear property line.

- Front yard is measured from the front corner of the structure to the edge of the Right-of-Way.
- Side yard is measured parallel from the front corner of the structure to the rear corner of the structure.
- Rear yard is measured from the back corner of the structure to the rear property line.

E. When type A lots abut more than one public street all yards abutting the street shall maintain a maximum of a 4 ft. fence.

(6) General fence requirements

G. Location of fence to allow maintenance. No fence shall be erected in any location that prohibits the owner of the property on which said fence is erected from having access, for maintenance purposes, to all sides of such fence.

Fences in yards abutting Right-of-Ways shall be placed a minimum of 2 ft away from the right-of-way or sidewalk.



**Statement of Consistency**  
**Fence Amendment**

The requested amendment to the code of ordinance regarding placement and height, along with determination of yard space of fences is compatible with all of the Town of Erwin's regulatory documents

It is recommended that this amendment request be **Approved**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk

**Statement of Inconsistency**  
**Fence Amendment**

The requested amendment to the code of ordinance regarding placement and height, along with the determination of yard space of fences is NOT compatible with all of the Town of Erwin's regulatory documents.

It is recommended that this amendment request be **DISAPPROVED**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk

# Erwin Planning Board

## REQUEST FOR CONSIDERATION

---

To: Erwin's Planning Board Members

From: Dylan Eure, Town Planner

Date: November 18, 2024

Subject: Subdivision Public Notice Amendment

---

The Staff of the Town of Erwin wishes to amend its Code of Ordinances, Specifically Chapter 30 within Article III Section 30-78 entitled "Preliminary plat submission and review" and Section 30-79 entitled "Final plat submission and review" to require public notice of neighboring property owners when a major subdivision has been submitted to the town for reviewed and approval.

### **Proposed item to be included in Section 30-78:**

#### Subsection D: Public Notice

Upon the submittal of a complete preliminary major subdivision plat, the official shall make notice to the surrounding property owners within 100ft of the proposed site giving notice of the request including when the preliminary map will be reviewed by the Planning Board.

### **Proposed item to be included in Section 30-79:**

#### Subsection H: Public Notice

Upon the submittal of a complete final major subdivision plat, the official shall make notice to the surrounding property owners within 100ft of the proposed site giving notice of the request including when the final map will be reviewed by the Planning Board.

**Statement of Consistency**  
**Subdivision Public Notice Amendment**

The requested amendment to the code of ordinance regarding notification of neighboring property owners in the event of a major subdivision is compatible with all of the Town of Erwin's regulatory documents.

It is recommended that this amendment request be **Approved**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk

**Statement of Inconsistency**  
**Subdivision Public Notice Amendment**

The requested amendment to the code of ordinance regarding notification of neighboring property owners in the event of a major subdivision is NOT compatible with all of the Town of Erwin's regulatory documents.

It is recommended that this amendment request be **DISAPPROVED**.

---

Joshua Schmieding  
Chairperson

---

Katelan Blount  
Deputy Town Clerk