



Administrative Site Review Application

Development Services Customer Service Center • One Exchange Plaza, Suite 400 | Raleigh, NC 27601 | 919-996-2495

This form is required when submitting site plans as referenced in Unified Development Ordinance (UDO) Section 10.2.8. Please check the appropriate building types and include the plan checklist document when submitting.

Office Use Only: Transaction #: <u>ASR-0065-2019</u> Planning Coordinator: <u>Mike Walters</u>			
Building Type		Site Transaction History	
<input type="checkbox"/> Detached	<input type="checkbox"/> General	Subdivision transaction #: _____	
<input type="checkbox"/> Attached	<input type="checkbox"/> Mixed use	Sketch transaction #: _____	
<input type="checkbox"/> Apartment	<input type="checkbox"/> Open lot	Certificate of Appropriateness #: _____	
<input checked="" type="checkbox"/> Townhouse	<input type="checkbox"/> Civic	Board of Adjustment #: _____	
		Zoning Case #: _____	
		Administrative Alternate #: _____	
GENERAL INFORMATION			
Development name: <u>3601 MARCOM ST.</u>			
Inside City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Property address(es): <u>3601 MARCOM ST.</u>			
Site P.I.N.(s): <u>0793-38-1524</u>			
Please describe the scope of work. Include any additions, expansions, and change of use. <u>8 unit townhome development with parking</u>			
Current Property Owner/Developer Contact Name: NOTE: please attach purchase agreement when submitting this form.			
Company: <u>3607 Marcom, LLC</u>		Title: _____	
Address: <u>503 ANNANDALE DR. Cary, NC 27511</u>			
Phone #: _____		Email: _____	
Applicant Name: <u>Randy Miller</u>			
Company: <u>Thompson & Associates</u>		Address: <u>1149 Executive Ci. Suite D2 Cary, NC 27511</u>	
Phone #: <u>919 465-1566</u>		Email: <u>miller.pe@att.net</u>	

DEVELOPMENT TYPE + SITE DATA TABLE (Applicable to all developments)	
SITE DATA	BUILDING DATA
Zoning district (if more than one, please provide the acreage of each): R-10	Existing gross floor area (not to be demolished): 0
	Existing gross floor area to be demolished: ~1500 SF
Gross site acreage: .86	New gross floor area: 14,400 SF
# of parking spaces required: 33	Total sf gross (to remain and new): 14,400 SF
# of parking spaces proposed: 33	Proposed # of buildings: 8
Overlay District (if applicable): NA	Proposed # of stories for each: 3
Existing use (UDO 6.1.4): Residential Single Unit	
Proposed use (UDO 6.1.4): Residential Townhome	

STORMWATER INFORMATION	
Existing Impervious Surface: Acres: _____ Square Feet: 1658	Proposed Impervious Surface: Acres: .41 Square Feet: 17,871
Is this a flood hazard area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please provide: Alluvial soils: _____ Flood stu: _____ FEMA Map Panel #: _____	
Neuse River Buffer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RESIDENTIAL DEVELOPMENTS	
Total # of dwelling units: 8	Total # of hotel units:
# of bedroom units: 1br: _____ 2br: _____ 3br: _____ 4br or more: 8	
# of lots: 1	Is your project a cottage court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SIGNATURE BLOCK	
In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors, and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed development plan as approved by the City of Raleigh.	
I hereby designate <u>Randy Miller - Thompson & Associates</u> to serve as my agent regarding this application, to receive and response to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.	
I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use. I acknowledge that this application is subject to the filing calendar and submittal policy, which states applications will expire after 180 days of inactivity.	
Signature: <u>Randy L. Miller</u>	Date: 8-27-19
Printed Name: RANDALL L. MILLER	

Administrative Site Review Checklist

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Use this checklist as a guide for Administrative Site Review submittals requirements.
This checklist must be submitted with your application.

MAILED NOTIFICATION REQUIREMENTS

Mailed notice is required for projects that:

1. Include new buildings greater than 25,000 square feet, or additions that represent a 10% increase in building area or 25,000 square feet (whichever is greater), AND;
2. The subject property is located within 100 feet of a property that is zoned: R-1, R-2, R-4, R-6, R-10

If your project requires mailed notice, [click here to download the letter template](#) and other helpful information.

Please check one of the following:

- Yes, my project meets the mailed notification requirement and my letters are provided with this application.
☒ The mailed notification is not applicable for my project.

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. Cover sheet and/or second sheet: include project name and location; site data table (<i>include Property Identification Numbers (PINs), Zoning, Overlay District(s), Frontage Type, Current Use(s), Proposed Use(s), Building Square Footage(s), residential density and unit data, existing and proposed parking calculations</i>); general notes; sheet index and legend defining symbols with north arrow; contact information for owner, applicant, and all consultants; vicinity map no smaller than 1"=500' and no larger than 1"=1000'; and adopted zoning conditions (if any)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Existing conditions sheet: including, but not limited to - graphic scale; site size with meets and bounds; setbacks/ build-to lines; existing structures; utilities and easements; topography, infrastructure (<i>adjacent streets with names and r/w width, sidewalks, water, and sewer</i>); built improvements (<i>parking, driveways, alleys</i>); and vegetation	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Demolition plan: Clearly indicate items to be removed	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Proposed site plan: including but not limited to – north arrow and graphic scale; show and distinguish between existing and proposed conditions (<i>structures, streets, driveways, parking, storage areas, service areas, etc.</i>); setback/build-to lines; proposed property lines; streetscape; mechanical equipment (<i>HVAC, generators, etc.</i>); sidewalks, walkways, trails; solid waste facilities; parking and parking calculations (<i>UDO Section 7.1.2</i>); amenity area (<i>UDO Section 1.5.3</i>); open space and/or greenways; transition protective yard (<i>UDO Section 7.2.4</i>); Site Data (<i>Square footages for proposed and existing uses; Parking calculations; amenity area calculations; Setback/Build-to; transitional protective yard type (UDO Section 7.2.4.A); street protective yard type (UDO Section 7.2.4.B).</i>)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Please continue to page two >

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
5. Proposed grading plan: including but not limited to - Limits of land disturbance; grading; structural improvements with finished floor elevations; stream buffers with labels; labeled impervious surfaces (and calculations); tree protection fencing information; retaining walls with top and bottom of wall; stormwater ponds, bioretention facilities, etc.	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Proposed stormwater plan: include preliminary stormwater quantity and quality summary and calculations package. If not required, provide notes indicating such and reference UDO section on front cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Proposed Utility Plan: All utilities (shown underground); above ground utilities and equipment with required screening (<i>UDO Section 7.2.5.D.</i>); include Fire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Lighting Plan: Pole mounted fixture locations and details (with height labeled to top of fixture; building mounted fixture locations; graphics and notes conveying compliance with UDO Section 7.4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Proposed tree conservation plan: for secondary tree conservation areas, include two copies of the tree cover report completed by a certified arborist, NC licensed landscape architect, or NC registered forester. If not required, provide notes indicating such and reference UDO section on front cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Proposed landscape plan: (<i>UDO Section 7.2</i>) including but not limited to – existing vegetation to remain; proposed landscaping meeting minimum size and species mixing requirements; plant list; label yard types; show and label parking lot landscaping (<i>UDO Section 7.1.7.</i>) include existing and/or proposed parking lot light fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Architectural Elevations showing existing and/or proposed building height per UDO Section 1.5.7., 2.3, 3.2., and 3.3., transparency per UDO Section 1.5.9., 2.3 and 3.2, and blank wall area per UDO Section 1.5.10.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: Revisions to previously approved site plans must contain the following minimum information:

REQUIREMENTS FOR REVISIONS TO EXISTING SITE PLANS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. Provide documentation showing Development Services Staff have approved the proposed site plan changes as a revision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide narrative of the proposed revisions on the cover page and modify the project name to include revision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. List date of previously approved site plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cloud areas of proposed change on all applicable sheets, and provide a legend specifying the proposed changes on all applicable sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide updated site data table including building square footages, parking calculations, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provide documented history of impervious surfaces with dates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OFFER TO PURCHASE AND CONTRACT

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

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

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

(a) "Seller": Deitz, Lewis

(b) "Buyer": DAYUNG GAN Junhong Ma (nign) DG LP

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

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 3601 Marcom St

City: Raleigh Zip: 27606-2964

County: Wake, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____

_____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 0008378/0793381524

Other description: LT1-2&15FT STRP COLLEGEVIEW 24-2BL7

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

(d) "Purchase Price":

\$ _____ paid in U.S. Dollars upon the following terms:
\$ _____ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ _____ 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, EITHER ☐ with this offer OR ☐ within five (5) days of the Effective Date of this Contract.
\$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____
\$ _____ **TIME BEING OF THE ESSENCE.**
\$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ _____ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ _____ BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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

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



STANDARD FORM 2-T
Revised 7/2018
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Buyer initials DG Seller initials LP

Junhong Ma, 503 Arundale Drive Cary NC 27611
Junhong Ma

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

Phone: (919) 434-8430

Fax: (919) 386-1708

3601 Marcom St

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.

(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 and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): South Law Firm PLLC attorney

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

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

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

(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 September 30, 2019 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(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 13 (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. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. FIXTURES AND EXCLUSIONS.

(a) **Specified Items**: Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

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

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): All fixtures, appliances, a hot water heater, doors and windows shutters, an old fireplace mantel, the wood stove, all outdoor furniture and plants.
Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Any of (c) items remaining on the property or in the house/shed convey to buyers at closing.

NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. 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 appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning 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.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

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

(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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(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.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer ☐ does ☒ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.

Buyer initials DG Seller initials LD

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

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

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

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

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

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

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

6. **BUYER OBLIGATIONS:**

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

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

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

7. **SELLER REPRESENTATIONS:**

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

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

Page 6 of 13

Buyer initials



Seller initials



STANDARD FORM 2-T
Revised 7/2018
© 7/2018

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

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

(c) **Assessments:** To the best of Seller's knowledge there ☐ are ☒ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____

Seller warrants that there ☐ are ☐ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

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

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

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

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

8. **SELLER OBLIGATIONS:**

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

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

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

(iii) 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.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

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

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

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, 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 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: Junhong MA OR ASSIGNED

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

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

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, 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) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis:

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

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

10. **HOME WARRANTY:** Select one of the following:

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

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

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

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

☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)

☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)

☐ Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

VG

LP

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
- ☐ Identify other attorney or party drafted addenda: _____

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

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. 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.

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

23. **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.

Buyer initials RG Seller initials LD

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: 2/1/19

Buyer: [Signature]
Dunhong Ma Dayong Gan

Date: _____

Buyer: _____

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Date: 1 Feb 2019

Seller: [Signature]
Lewis L Deitz

Date: _____

Seller: _____

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

By: _____

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.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: majunhong@yahoo.com

SELLER NOTICE ADDRESS:

Mailing Address: 1707 Dare St
Raleigh NC 27608

Seller Fax#: _____

Seller E-mail: ideitz@ncsu.edu

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

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

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: Junhong Ma

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

Selling Agent License #: 264366

Selling Agent Phone#: (919) 434-8430

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: _____

Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____

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

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Lewis L Deitz ("Seller")

Buyer: ~~Junhong Ma~~ Dayong Gao ("Buyer")

Property Address: 3601 Marcom St, Raleigh, NC 27606-2964 ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Seller: _____

(Signature)
Lewis L Deitz

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 \$ 2000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: FEBRUARY 1, 2019

Firm: South Law Firm PLLC

By: _____

(Signature)
attorney
(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: South Law Firm PLLC

Time: _____ ☐ AM ☐ PM

By: _____

(Signature)
attorney
(Print name)



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

	Yes	No	No Representation
<u>DS</u> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>DS</u> Buyer Initials 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>DS</u> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>DS</u> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>DS</u> Buyer Initials 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>DS</u> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

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

Property Address: 3601 Marcom St, Raleigh, NC 27606-2964

Owner's Name(s): Lewis L Deitz

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

Owner Signature: [Signature] Lewis L Deitz Date 1 Feb 2019

Owner Signature: _____ Date _____

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

Purchaser Signature: [Signature] Junhong Ma Date 2/1/19

Purchaser Signature: _____ Date _____

Junhong Ma, 503 Annandale Drive Cary NC 27611

Phone: (919)434-8430

Fax: (919)386-1708

Junhong Ma

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

REC 4 25

1/1/15

3601 Marcom St

Wake County Residential Development Notification

Please complete each section and return by email or fax to all;

WCPSS

Debra Adams
dbadams@wcpss.net

Judy Stafford
jstafford1@wcpss.net

Fax: 919-431-7302

WAKE

Bill Shroyer
bill.shroyer@wakegov.com

Fax: 919-856-6389

Development Company Information	
Company Name	3607 MARCOM LLC
Company Phone Number	919-809-2233
Developer Representative Name	THOMPSON & ASSOCIATES
Developer Representative Phone Number	919-465-1566
Developer Representative Email	miller.peeatt.net

New Residential Subdivision Information	
Date of Application for Subdivision	8-27-19
City, Town or Wake County Jurisdiction	RALEIGH
Name of Subdivision	3601 MARCOM STREET
Address of Subdivision (if unknown enter nearest cross streets)	3001 MARCOM STREET RALEIGH
REID(s)	0008378
PIN(s)	0793-38-1524

Projected Dates Information	
Subdivision Completion Date	2020 - AUG
Subdivision Projected First Occupancy Date	2020 - AUG

List by Lot Development Information															
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates			
								Min	Max	Low	High	Year	# Units	Year	# Units
Single Family															
Townhomes	8						8	1800	1800	RENT	RENT	2020	8		
Condos															
Apartments															
Other															

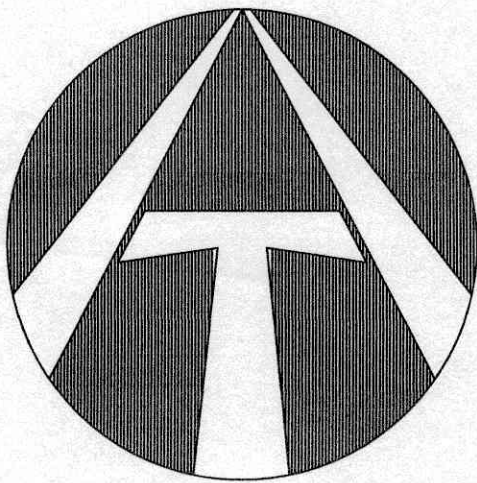
INDEX OF SHEETS FOR 3601 MARCOM STREET

SHEET 1	EXISTING CONDITIONS/DEMOLITION PLAN
SHEET 2	PRELIMINARY SITE PLAN
SHEET 3	PRELIMINARY UTILITY PLAN
SHEET 4	PRELIMINARY GRADING PLAN
SHEET 5	PRELIMINARY STORMWATER PLAN
SHEET 6	PRELIMINARY LANDSCAPE PLAN
SHEET 7	PRE DEVELOPMENT DRAINAGE PLAN
SHEET 8	POST DEVELOPMENT DRAINAGE PLAN
SHEET A5.1	BUILDING ELEVATIONS
SHEET A5.2	BUILDING ELEVATIONS
SHEET A6.1	BUILDING SECTION

PRELIMINARY SITE DATA

PIN 0793-38-1524
SITE ADDRESS: 3601 MARCOM ST. RALEIGH NC
OWNER: 3607 MARCOM ST., LLC
503 ANNANDALE DR.
CARY, NC 27511
ZONED: R-10
TOTAL TRACT SIZE: 0.86 AC 37,473 SF
2' R/W DEDICATION MARCOM ST. 230 SF 115 LF
NET TRACT SIZE: 37,243 SF 0.855 AC
EXISTING USE: VACANT
PROPOSED USE: 8 TOWNHOMES (CONVENTIONAL DEVELOPMENT)
DENSITY ALLOWED: 10 DU PER ACRE
PROPOSED DENSITY: 8 UNITS/0.86 AC = 9.30 UNITS/ACRE
TREE CONSERVATION AREA NOT REQUIRED: SITE < 2.00 AC
SITE DOES NOT CONTAIN NEUSE RIVER BUFFER AREA
NO FEMA FLOOD AREA ON SITE: MAP #S 3720079300J DATED MAY 2, 2006
NO WETLANDS ON SITE
EX. IMPERVIOUS SURFACE AREA: 1658 SF (HOUSE/DRIVEWAY/SHED) 4.42% (REMOVED)
PROPOSED BUILDINGS: 5,072 SF
ASPHALT & CURB/GUTTER: 11,460 SF
CONCRETE SIDEWALK: 1,339 SF
TOTAL PROPOSED IMPERVIOUS SURFACE AREA: 17,871 SF 0.410 AC
TOTAL PROPOSED IMPERVIOUS SURFACE PERCENTAGE: 17,871/37,243 = 47.98%
AMENITY AREA REQUIRED: 10% NET TRACT SIZE = 1 X 37,473 SF = 3,748 SF 0.086 AC
PROPOSED AMENITY AREA: 5,385 SF 0.124 AC 14.46%
PARKING SPACES REQUIRED: 4 BEDROOM UNITS: 4 SPACES PER UNIT + 1 SPACE PER 10 UNITS
FOR VISITORS = 8 UNITS X 4 = 8/10 = 32 + 8 = 32.8 (33) SPACES
TOTAL PROPOSED PARKING: 33 SPACES
SHORT TERM BICYCLE PARKING REQUIRED: 4
SHORT TERM BICYCLE PARKING PROPOSED: 4
BUILDING SETBACKS: FRONT 10' SIDE 0' OR 6' REAR 20'
PARKING SETBACK: FRONT 20' SIDE 0' OR 3' REAR 3'
ALL WORK AND MATERIALS SHALL CONFORM TO THE CITY OF RALEIGH STANDARDS AND SPECIFICATIONS.
CONTRACTOR SHALL VERIFY THE ABOVE AND BELOW GROUND LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND/OR AUTHORITY.
CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.

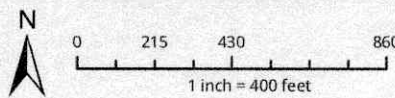
NOTE:
ALL CONSTRUCTION & MATERIALS SHALL BE
IN STRICT ACCORDANCE WITH ALL CITY OF
RALEIGH AND NCDOT STANDARDS & SPECIFICATIONS.



CO. LIC # : C-0343
THOMPSON and ASSOCIATES, P.A.
1149 EXECUTIVE CIRCLE
SUITE D UNIT 2
CARY, NC 27511
TEL. 919 465-1566 FAX 919 465-1585



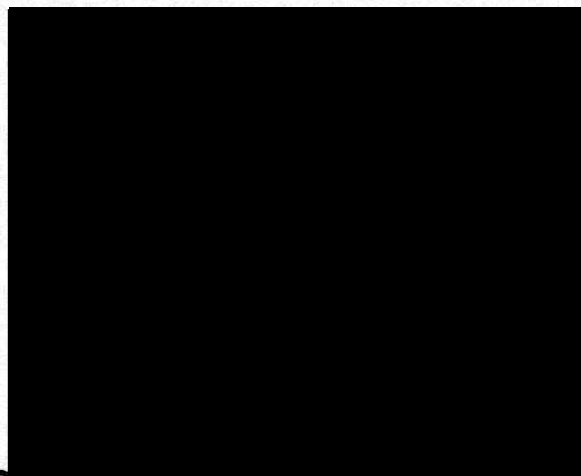
VICINITY MAP



Disclaimer:
We warrant every effort to produce and publish
the most current and accurate information possible.
However, this map is produced for reference purposes
and is NOT a survey. No warranty, expressed or implied,
is provided for the data therein, its use, or its interpretation.

ADMINISTRATIVE SITE REVIEW PLANS
FOR
3601 MARCOM STREET
8 TOWNHOME UNITS

C.O.R. CASE #
CITY OF RALEIGH, NORTH CAROLINA
AUGUST 26, 2019 1ST SUBMITTAL



PRELIMINARY DRAWING
FOR REVIEW ONLY

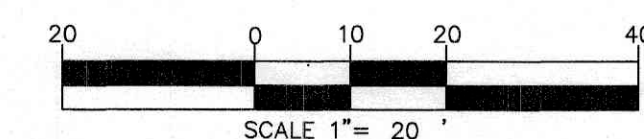
OWNER:
3607 MARCOM LLC
SHENG QIAN HUO & PING ZHANG
503 ANNANDALE DR.
CARY, NC 27511

PRELIMINARY SITE DATA

PIN 0793-38-1524
 SITE ADDRESS: 3601 MARCOM ST. RALEIGH NC
 OWNER: 3607 MARCOM ST., LLC
 503 ANNANDALE DR.
 CARY, NC 27511
 ZONED: R-10
 TOTAL TRACT SIZE: 0.86 AC 37,473 SF
 EXISTING USE: VACANT
 SITE DOES NOT CONTAIN NEUSE RIVER BUFFER AREA
 NO FEMA FLOOD AREA ON SITE: MAP #S 3720079300J DATED MAY 2, 2006
 NO WETLANDS ON SITE
 EX. IMPERVIOUS SURFACE AREA: 1658 SF (HOUSE/DRIVEWAY/SHED) 4.42%

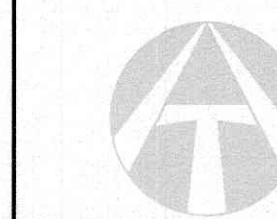
NOTE:
 ALL CONSTRUCTION & MATERIALS SHALL BE
 IN STRICT ACCORDANCE WITH ALL CITY OF
 RALEIGH STANDARDS, SPECIFICATIONS, AND
 DETAILS.

PP	EX. POWER POLE
⊙	EX. FIRE HYDRANT
⊙	EX. SS MANHOLE
-S-S-S-	EX. SANITARY SEWER
-W-W-W-	EX. WATER LINE
-OP-OP-OP-	EX. OVERHEAD POWER
—	EX. IRON PIPE
—	IRON PIPE SET



PRELIMINARY DRAWING
 FOR REVIEW ONLY

EXISTING CONDITIONS AND DEMOLITION PLAN 3601 MARCOM STREET 8 TOWNHOME UNITS



THOMPSON & ASSOCIATES, PA
 1149 EXECUTIVE CIRCLE
 SUITE D-2
 CARY, NC 27511
 (919) 465-1566
 FAX (919) 465-1585
 NC LIC# C-0343

OWNER:
 3607 MARCOM LLC
 SHENG QIAN HUO & PING ZHANG
 503 ANNANDALE DR.
 CARY, NC 27511

RALEIGH TOWNSHIP		OWNER: 3607 MARCOM LLC	
WAKE COUNTY	NORTH CAROLINA	ZONED R-10	
DATE 3-24-19	DRAWN MTH	JOB NO.	
SCALE 1" = 20'	SURVEYED N/A	MARCOM-ST-EXCOND	
		PIN 0793-38-1524	

SHEET 1

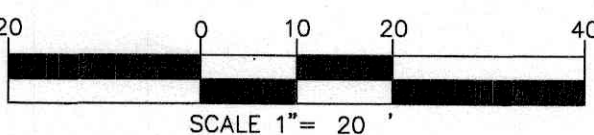
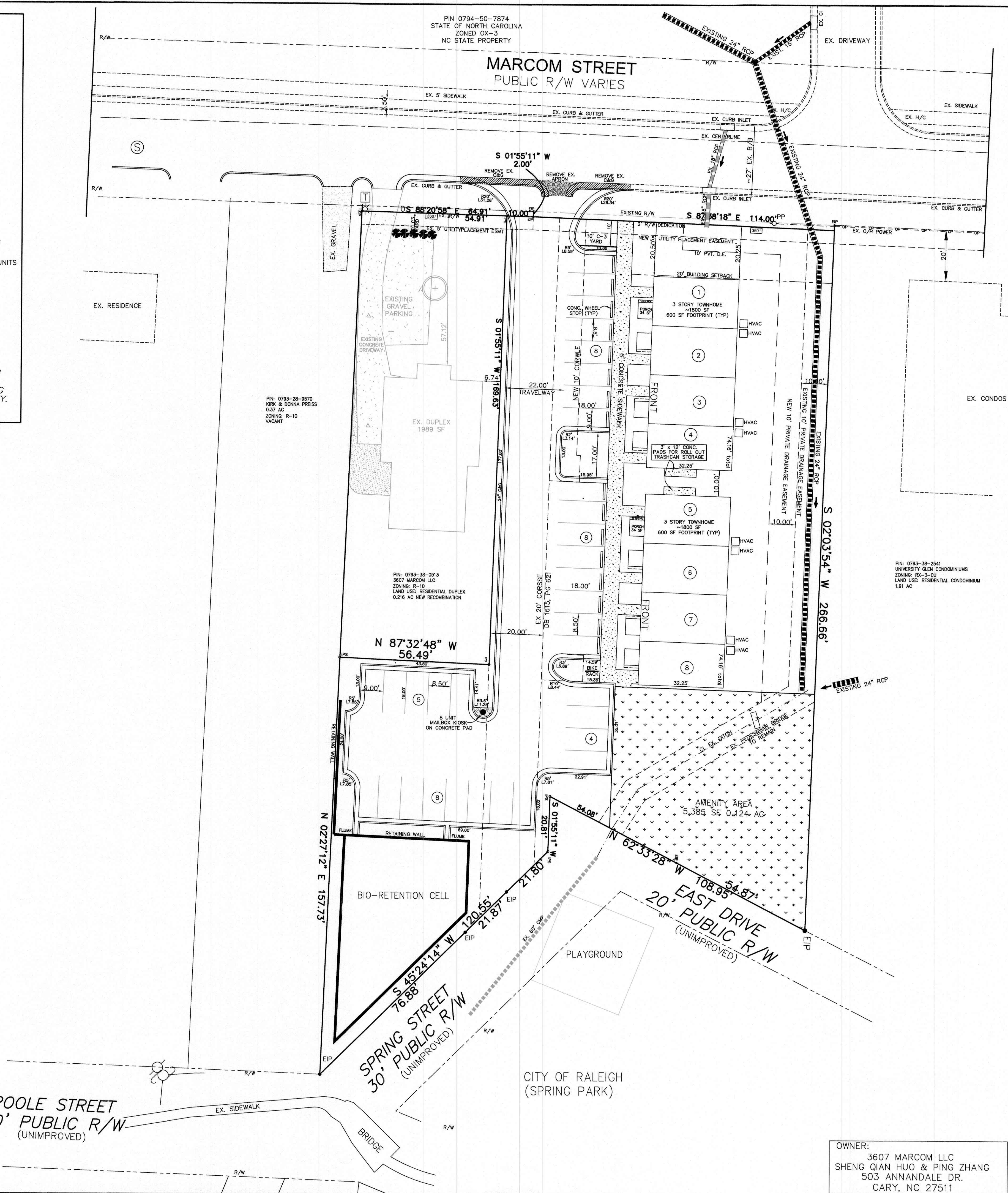
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 PARKING SPACES REQUIRED: 4 BEDROOM UNITS: 4 SPACES PER UNIT + 1 SPACE PER 10 UNITS
 FOR VISITORS = 8 UNITS X 4 + 8/10 = 32 + .8 = 32.8 (33) SPACES
 TOTAL PROPOSED PARKING: 33 SPACES
 SHORT TERM BICYCLE PARKING REQUIRED: 4
 SHORT TERM BICYCLE PARKING PROPOSED: 4
 BUILDING SETBACKS: PARKING SETBACK:
 FRONT 10' FRONT 20'
 SIDE 0' OR 6' SIDE 0' OR 3'
 REAR 20' REAR 3'
 ALL WORK AND MATERIALS SHALL CONFORM TO THE CITY OF RALEIGH
 STANDARDS AND SPECIFICATIONS.
 CONTRACTOR SHALL VERIFY THE ABOVE AND BELOW GROUND LOCATION
 OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
 CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING
 UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND/OR AUTHORITY.
 CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR
 TO THE START OF CONSTRUCTION.

NOTE:
 ALL CONSTRUCTION & MATERIALS SHALL BE
 IN STRICT ACCORDANCE WITH ALL CITY OF
 RALEIGH STANDARDS, SPECIFICATIONS, AND
 DETAILS.

SOLID WASTE SERVICES NOTE:
 TRASH COLLECTION BY INDIVIDUAL ROLL OUT TRASHCANS
 (1 PER UNIT) 8 CANS TOTAL. ROLL-OUT CONTAINERS TO BE
 STORED BETWEEN UNITS 4 & 5 AS SHOWN THIS SHEET..

STREETSCAPE NOTE:
 MARCOM ST. IS AN EX. 27' B/B SECTION NOT CENTERED
 IN MARCOM ST. RIGHT OF WAY. LEAVING THE BACK OF CURB
 IN ITS CURRENT LOCATION, PROJECT SIDE, AND INCORPORATING
 THE NEW 2' R/W DEDICATION PROJECT SIDE (TO MATCH RECENT
 PROJECT ADJACENT TO SITE 3607 MARCOM ST.) WOULD LEAVE
 ~11 LF FROM EX. BACK OF CURB TO NEW R/W. THE REQUIRED
 STREETSCAPE WOULD REQUIRE 6' PLANTING STRIP AND 6' SIDEWALK
 PLACING THE SIDEWALK 1' OVER THE NEW R/W LINE.
 THEREFORE: THE DEVELOPER REQUESTS A FEE-IN-LIEU OF CONSTRUCTION
 FOR 115 LF OF REQUIRED 6' CONCRETE SIDEWALK AND PLANTING OF
 (2) REQUIRED STREET TREES.



OWNER:
 3607 MARCOM LLC
 SHENG QIAN HUO & PING ZHANG
 503 ANNANDALE DR.
 CARY, NC 27511

THOMPSON & ASSOCIATES, PA
 1149 EXECUTIVE CIRCLE
 SUITE D-2
 CARY, NC 27511
 (919) 465-1566
 FAX (919) 465-1585
 NC LIC# C-0343

PRELIMINARY DRAWING
 NOT FOR CONSTRUCTION

SHEET 2

**PRELIMINARY SITE PLAN
 3601 MARCOM STREET
 8 TOWNHOME UNITS**

WAKE COUNTY	NORTH CAROLINA	ZONED R-10
DATE 3-24-19	DRAWN MTH	JOB NO.
SCALE 1" = 20'	SURVEYED N/A	MARCOM-ST-SITE
REVISIONS	PIN 0793-38-1524	

LEGEND:

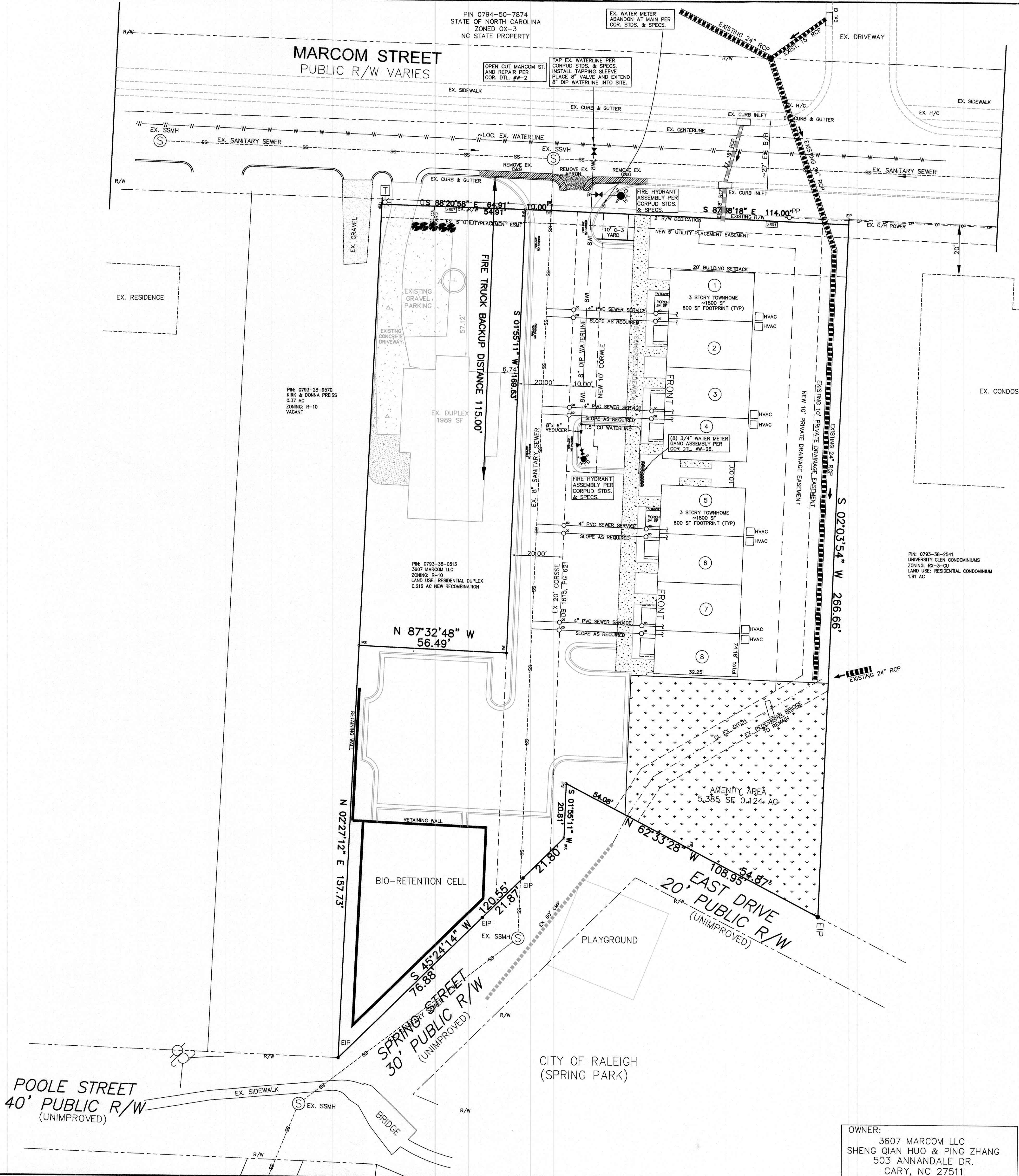
PP	EX. POWER POLE
○	EX. FIRE HYDRANT
○	PROPOSED FIRE HYDRANT
○	EX. SS MANHOLE
○	PROPOSED CLEANOUT
○	WATER LINE BEND
○	WATER LINE REDUCER
○	PROPOSED WATER VALVE
-S-S-S-	EX. SANITARY SEWER
-W-W-W-	EX. WATER LINE
-OP-OP-OP-	EX. OVERHEAD POWER
IP	EX. IRON PIPE
IP	IRON PIPE SET

PUBLIC IMPROVEMENT QUANTITIES:

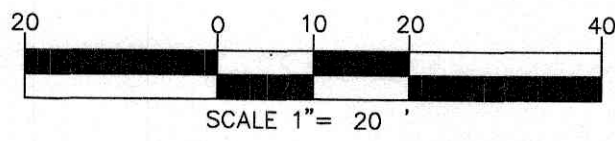
PHASE NUMBER(S)	1
NUMBER OF LOT(S)	8
SANITARY SEWER	0
L.F. 6" DIP WATER LINE	11
L.F. 8" DIP WATER LINE	110
TOTAL L.F. DIP WATERLINE	121
Public Street (LF)	0
Public Sidewalk (LF)	115 LF
WATER TIE INS TO PUBLIC MAIN	1
NEW WATER SERVICES	8
TOTAL WATER STUBS	9
SEWER TIE INS TO PUBLIC MAIN	0
NEW SEWER SERVICES	8
TOTAL SEWER STUBS	8
ABANDONMENTS OF EX. SERVICES	2
# STORM WATER SCM'S	1

UTILITY QUANTITIES:

4" SEWER SERVICES: 8
3/4" WATER METER/SERVICE: 8
WATER VALVES 6": 2
FIRE HYDRANTS: 2



NOTE:
EXISTING UTILITY SERVICES (UNUSED) SHALL BE
ABANDONED AT MAIN AND REMOVED FROM R/W
OR EASEMENT.



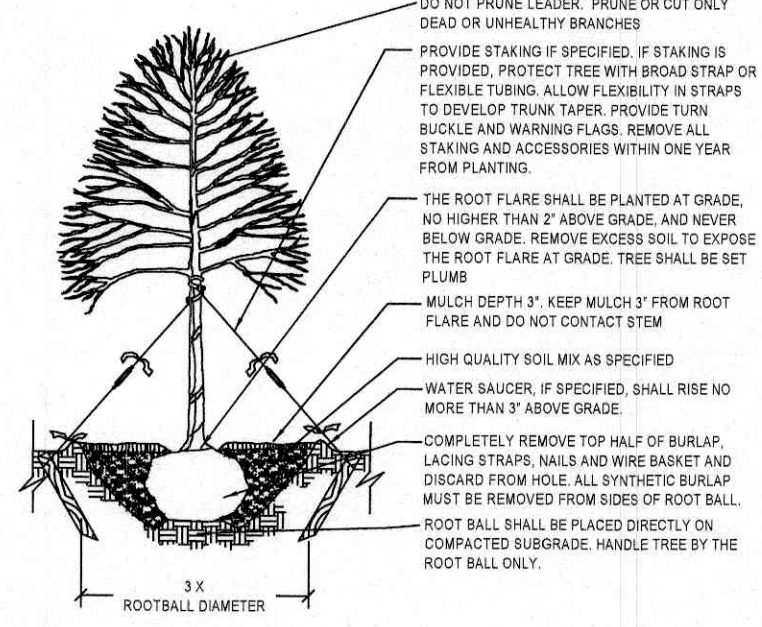
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

SHEET 3

PRELIMINARY UTILITY PLAN 3601 MARCOM STREET 8 TOWNHOME UNITS			
OWNER: 3601 MARCOM LLC SHENG QIAN HUO & PING ZHANG 503 ANNANDALE DR. CARY, NC 27511		RALEIGH TOWNSHIP OWNER: 3601 MARCOM LLC	
WAKE COUNTY	NORTH CAROLINA	ZONED R-10	
DATE 8/26/19	DRAWN MTH	JOB NO.	
SCALE 1" = 20'	SURVEYED N/A	MARCOM-ST-UTIL	
REVISIONS		PIN 0793-38-1524	

NOTE:
ALL CONSTRUCTION & MATERIALS SHALL BE
IN STRICT ACCORDANCE WITH ALL CITY OF
RALEIGH STANDARDS, SPECIFICATIONS, AND
DETAILS.

A FEE-IN-LIEU TO BE PAID FOR 114 LF OF
REQUIRED 6" CONCRETE SIDEWALK AND (2)
REQUIRED STREET TREES.



- NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR ADEQUATE DRAINAGE OF ALL PLANTING PITS. (POSITIVE DRAINAGE AWAY FROM PIT)
 2. ADHERE TO STANDARDS IN THE CITY TREE MANUAL.
 3. STREET TREES MUST BE 3" CALIPER AT INSTALLATION WITH A 5' MINIMUM FIRST BRANCH HEIGHT.
 4. PLANTING SEASON OCTOBER - APRIL.
 5. A TREE IMPACT PERMIT IS REQUIRED.
 6. ELECTRICAL, OUTLETS AND OTHER UTILITIES ARE PROHIBITED IN THE PLANTING AREA IMMEDIATELY SURROUNDING THE TREE.

CONTACT INFORMATION:
CITY OF RALEIGH PARKS, RECREATION AND CULTURAL
RESOURCES DEPARTMENT URBAN FORESTER
TREES@RALEIGH.GOV
WWW.RALEIGH.GOV

CITY OF RALEIGH
STANDARD DETAIL
TREE PLANTING DETAIL
TPP-03

BIO RETENTION SCREEN
CONTINUOUS SCREEN 75% EVERGREEN
6' HT AT MATURITY
SEE THIS SHEET FOR COMPLIANCE.

PLANT LIST FOR BIO RETENTION SCREENING

SYMBOL	#	COMMON	SCIENTIFIC	CAL.	HT.	NOTE
	4	RIVER BIRCH	BETULA NIGRA	3"	10'	B & B SINGLE STEM
CHOOSE FROM						
SYMBOL	#	COMMON	SCIENTIFIC	CAL.	HT.	NOTE
	50	DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI 'NANA'	36"		

PARKING AREA SCREENING:
A C3 YARD IS REQUIRED.
30 SHRUBS PER 100 LF OF PARKING AREA
16.0 LF OF PARKING AREA
(4.80) SHRUBS REQUIRED
5 SHRUBS PROVIDED.

PARKING AREA PLANTING:
1 TREE PER 200 SF VEHICULAR SURFACE AREA
11,460 SF/2000 = 5.73 (6) TREES REQUIRED
ISLANDS REQUIRED: 1 PER 10 SPACES
33 SPACES/ 10 = 3.3 (3) TREES REQUIRED
TOTAL TREES REQUIRED FOR VEHICULAR USE
AREA: 6 + 3 = 9 TREES REQUIRED
9 TREES PROVIDED.

HVAC SCREENING:
OPAQUE LANDSCAPE SCREEN
HEIGHT OF SCREEN = HEIGHT OF EQUIPMENT
16 SHRUBS AS SHOWN

MARCOM STREET TREE CALCULATIONS:

114 LF FRONTAGE - 28 LF OF DRIVEWAYS = 87 LF
86/40 = 2.175 (2 TREES) REQUIRED

FEE-IN-LIEU REQUESTED FOR 2 REQUIRED STREET TREES

STREETSCAPE NOTE:

MARCOM ST. IS AN EX. 27' B/B SECTION NOT CENTERED
IN MARCOM ST. RIGHT OF WAY, LEAVING THE BACK OF CURB
IN ITS CURRENT LOCATION, PROJECT SIDE, AND INCORPORATING
THE NEW 2' R/W DEDICATION PROJECT SIDE (TO MATCH RECENT
PROJECT ADJACENT TO SITE 3607 MARCOM ST.) WOULD LEAVE
~11 LF FROM EX. BACK OF CURB TO NEW R/W. THE REQUIRED
STREETSCAPE WOULD REQUIRE 6' PLANTING STRIP AND 6' SIDEWALK
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THEREFORE: THE DEVELOPER REQUESTS A FEE-IN-LIEU OF CONSTRUCTION
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(2) REQUIRED STREET TREES.

PLANT LIST

SYMBOL	#	COMMON	SCIENTIFIC	CAL.	HT.	NOTE
	10	SUGAR MAPLE OAKS	ACER SACCHARUM QUERCUS SPP.	3"	10'	B & B SINGLE STEM
CHOOSE FROM						
SYMBOL	#	COMMON	SCIENTIFIC	CAL.	HT.	NOTE
	5	DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDI 'NANA'		3.5'	C-3 YARD
	20	GLOSSY ABELIA	ABELIA X GRANDIFLORA		24"	HVAC SCREEN
	4	SOUTHERN WAX MYRTLE	MYRTICA CERIFERA		36"	TRASHCAN SCREEN

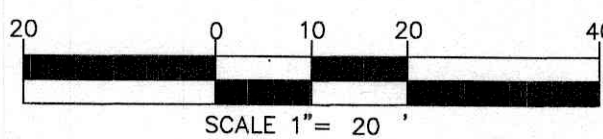
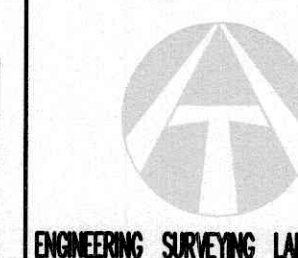
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

SHEET 6

PRELIMINARY LANDSCAPE PLAN 3601 MARCOM STREET 8 TOWNHOME UNITS

THOMPSON & ASSOCIATES, PA 1149 EXECUTIVE CIRCLE SUITE 0-2 CARY, NC 27511 (919) 465-1566 FAX (919) 465-1585 NC LICENSE # C-0343		RALEIGH TOWNSHIP	OWNER: 3607 MARCOM LLC
WAKE COUNTY	NORTH CAROLINA	ZONED R-10	
DATE 3-24-19	DRAWN MTH	JOB NO.	
SCALE 1" = 20'	SURVEYED N/A	MARCOM-ST-SITE	
REVISIONS		PIN 0793-38-1524	

OWNER:
3607 MARCOM LLC
SHENG QIAN HUO & PING ZHANG
503 ANNANDALE DR.
CARY, NC 27511

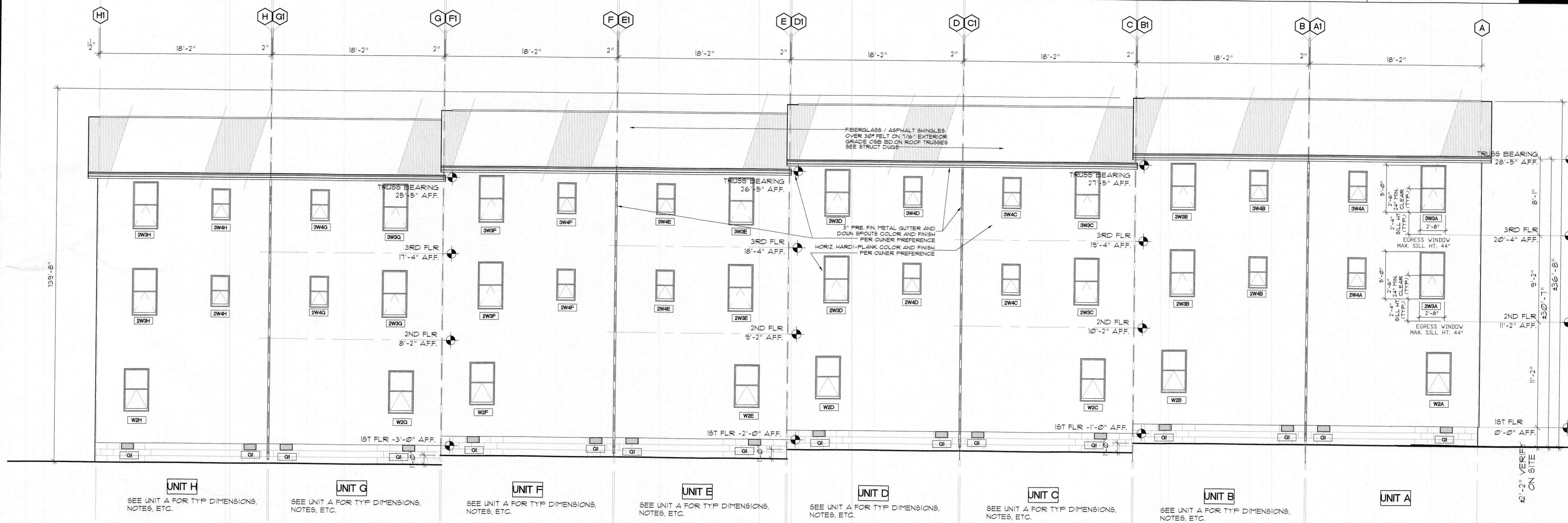


POOLE STREET
40' PUBLIC R/W
(UNIMPROVED)

CITY OF RALEIGH
(SPRING PARK)

SPRING STREET
30' PUBLIC R/W
(UNIMPROVED)

EAST DRIVE
20' PUBLIC R/W
(UNIMPROVED)



project
3601 MARCOM STREET
DUPLEX

owner
JUN. MA

location
3601 MARCOM STREET
RALEIGH, NC 27606
job number

drawn by
LEI
issued for review
AUG 25, 2019
issued for construction

BUILDING ELEVATIONS

REVISIONS

ADA AND LEGAL DISCLAIMERS

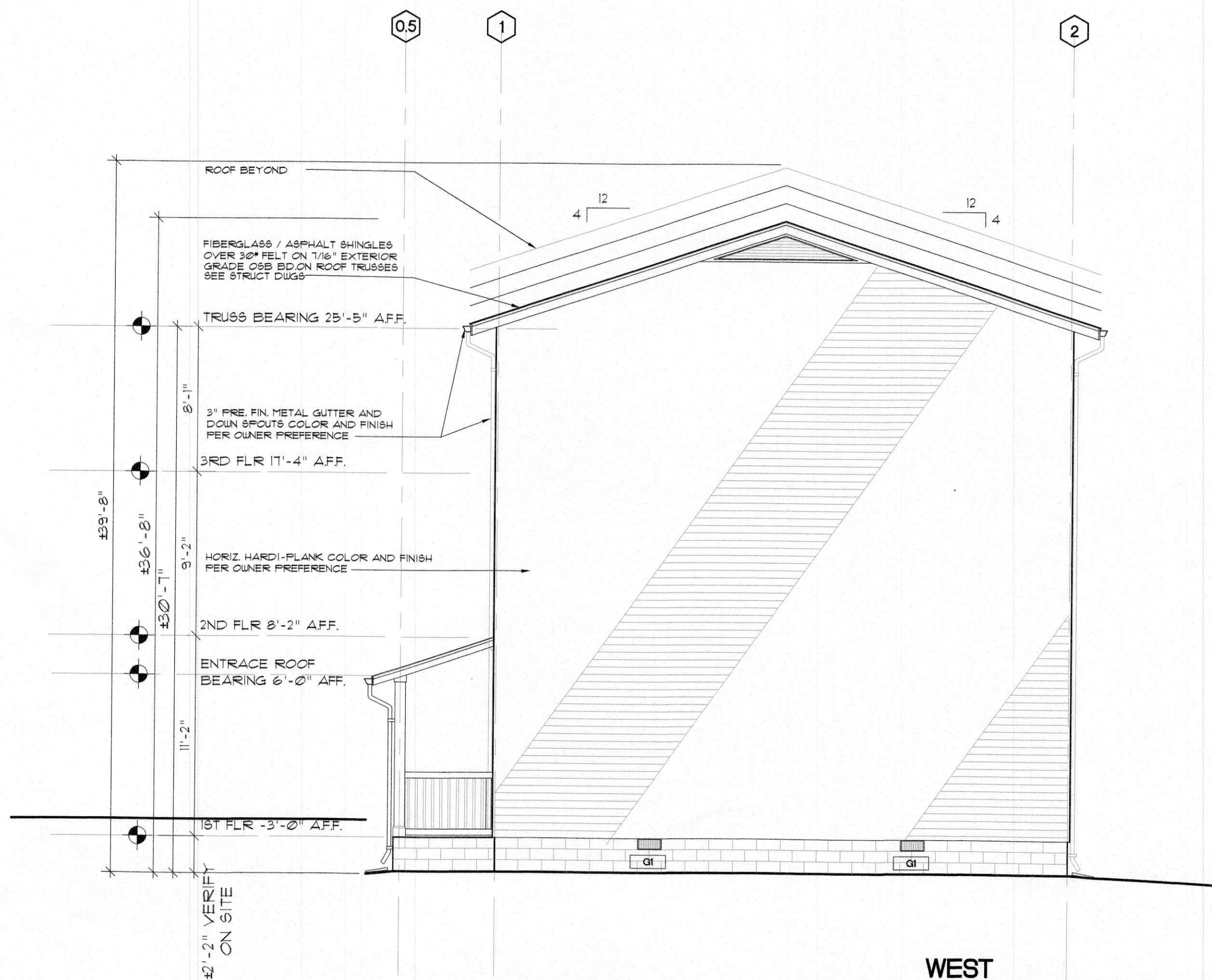
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SHEET NO.

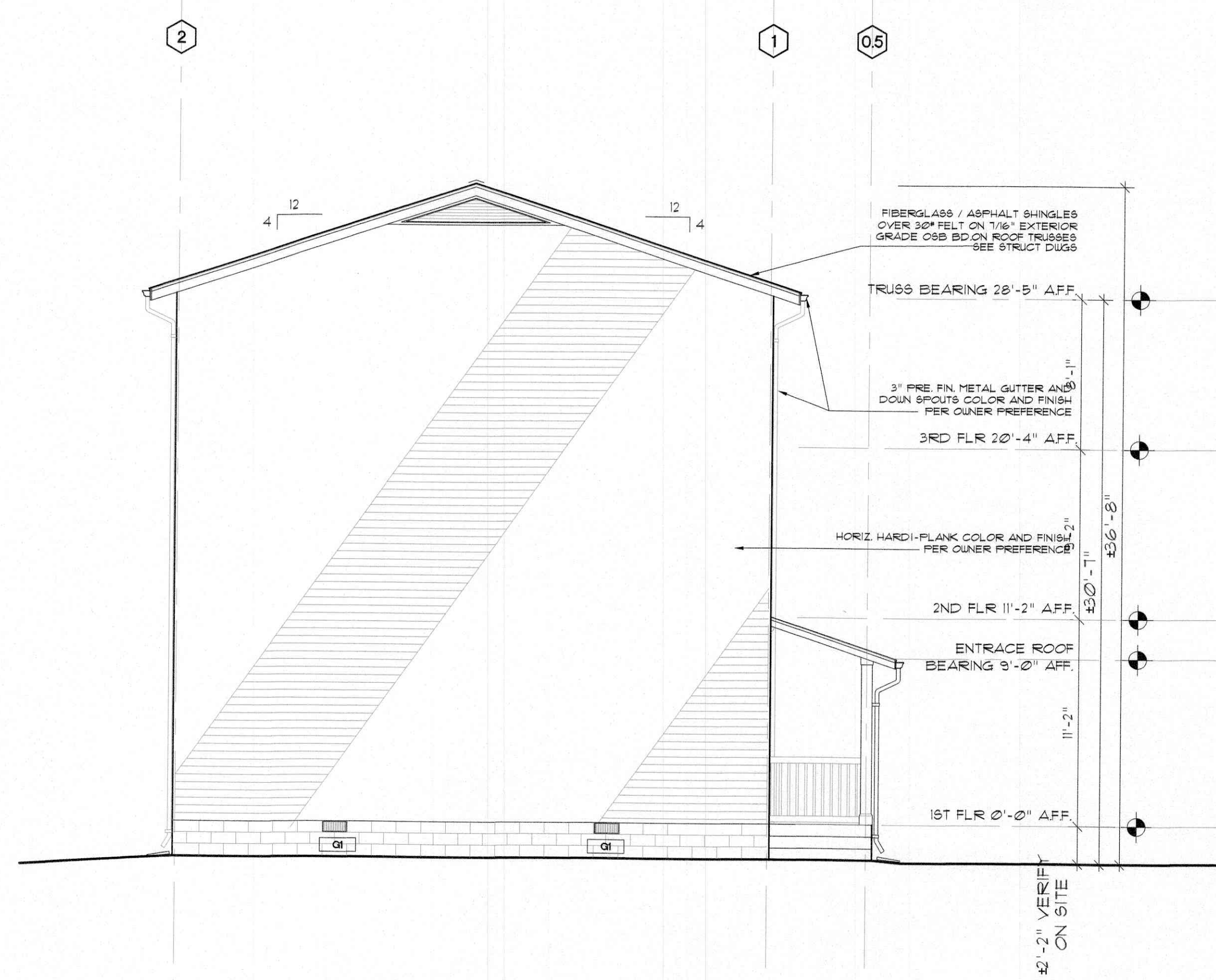
A5.1

OF 1 SHEETS



WEST
ELEVATION
SCALE: 3/16" = 1'-0"

02



EAST
ELEVATION
SCALE: 3/16" = 1'-0"

01

project
3601 MARCOM STREET DUPLEX

owner
JUN MA

location
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RALEIGH, NC 27606
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BUILDING ELEVATIONS

REVISIONS

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A5.2

OF 1 SHEETS