

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: April 4, 2022

SUBJECT: Swing Law Firm request for refund of deed excise tax

ATTACHMENT(S): Request letter; copies of deeds; waiver of notice

SUMMARY OF REQUEST:

Attorney Bridget D. Swing the refund of the sum of Eight Hundred Sixty-Four Dollars (\$864.00) in real property conveyance excise tax (“deed stamps”). The instrument in question was recorded with an incorrect amount of excise tax stamps fee paid. The instrument can be found at Henderson County Book 3873, Page 526, *et seq.* These details have been verified by Lee King, Register of Deeds, who recommends the granting of this request.

Pursuant to N.C. Gen. Stat. §105-228.37, a request for refund of overpayment of real property conveyance excise tax must be made within six months of the date of payment. The payment was made on or about February 24, 2022. A letter to the Board of Commissioners requesting refund is attached, as is an email waiving further notice of your determination in this matter.

If the Board determines that a refund is in order, the refund will be of the amount of the excise tax paid.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the refund.

If the Board is so inclined, the following motion is suggested:

I move that the Board grant the refund requested insofar as it conforms to the requirements of N.C. Gen. Stat. §105-228.37(b).

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LAW OFFICE OF BRIDGET D SWING, PLLC

~ 101B Chadwick Square Court ~ Hendersonville, NC 28739 ~

BRIDGET D. SWING *licensed in SC & NC*
Email: Bridget@BDSwingLaw.com

Hendersonville: 828-393-4228
Fax: 828-393-4229

March 4, 2022

Via Hand Delivery
Henderson County Attorney

Charles Russell Burrell
1 Historic Courthouse Square
Suite 5
Hendersonville NC 28792

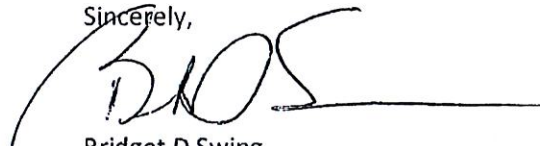
RE: Refund of overpayment of tax NCGS 105-228.37 _ Lot 31 and Tract A Dellwood (REID 10005350)

Dear Mr. Burrell:

I represented Ms. Jennifer Chani Miranda in the purchase of Lot 31 Greenwood Drive, Hendersonville NC (REID 10005350). The purchase price for the lot was \$48,000 and \$96.00 was collected from the seller for excise taxes. The deed prepared by my office and recorded on February 24, 2022 in Deed Book 3873 Page 526, Henderson County Registry misplaced the decimal when reciting the required excise tax for the transaction resulting in an excise tax of \$960.00 being paid to the County rather than the required \$96.00. The deed was electronically recorded through Simplifile. My office collects required excise tax on each transaction from the appropriate party (typically the seller) and then my Simplifile account collects the excise taxes due to the County via a separate operating account that is linked to my Simplifile. My office collected the correct excise tax amount of \$96.00 from the seller of Lot 31 but due to the error on the deed, the erroneous tax amount of \$960.00 was paid out of my operating account to the County resulting in an overpayment to the County of \$864.00.

Based on the above and pursuant to NCGS 105-228.37, I am requesting a refund in the amount of \$864.00. Attached here is what should be the documentation you need supporting the overpayment and requested refund but please reach out to me directly if you require anything further to consider this request.

Sincerely,



Bridget D Swing

BK 3873 PG 526 - 527 (2)

DOC# 974310

This Document eRecorded:

02/24/2022 10:10:20 AM

Fee: \$26.00

Henderson County, North Carolina

Tax: \$960.00

William Lee King, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 960.00

Parcel Identifier No. 10005350 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Law Office of Bridget D. Swing, 101-B Chadwick Square Court, Hendersonville, NC 28739

This instrument was prepared by: Law Office of Bridget D. Swing, 101-B Chadwick Square Court, Hendersonville, NC 28739

Brief description for the Index: Lot 31 and Tract A Dellwood

THIS DEED made this 24 day of February, 2022, by and between

GRANTOR	GRANTEE
Robert P. Wildner and wife, Virgene L. Wildner 733 Greenwood Drive Hendersonville, NC 28791	Jennifer C. Miranda, unmarried 720 Greenwood Drive Hendersonville, NC 28791

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Hendersonville, Henderson County, North Carolina and more particularly described as follows:

Being all of Lot 31 of Section 4 of Dellwood as shown on plat recorded in Cabinet C, Slide 278 and later recorded in Plat Slide 1752 and all of Tract A of Section 4 Dellwood as shown on a plat thereof recorded in Plat Slide 12230 in the Office of the Register of Deeds for Henderson County, reference to said plats are hereby made and incorporated hereto for a more particular metes and bounds description of said Tract.

AND BEING all of Tract One of that property described in Book 3270 Page 532 and all of that property described in Book 3429 Page 85, Henderson County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3270 page 532 and Book 3429 Page 85.

Submitted electronically by "Law Office of Bridget D. Swing PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

All or a portion of the property herein conveyed ___ includes or ___X___ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat slide 12230.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: current year ad valorem taxes, easements, restrictions, and rights of way of record

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

RP Wildner (SEAL)
Robert P. Wildner
Virgene L. Wildner (SEAL)
Virgene L. Wildner

State of North Carolina – County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Robert P. Wildner and Virgene L. Wildner personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15 day of February, 2022.

My Commission Expires: my 3, 2025

Bridget D Swing
Notary Public

BRIDGET D SWING
Notary Public, North Carolina
Henderson County
My Commission Expires
May 03, 2025

3/2/22, 1:22 PM

https://www.simplifile.com/sf/SummaryReport/GenerateReport2.action

Package Summary Recording Report

Report generated: Wed, 2 Mar 2022 01:22 PM EST

Package: Deed_Miranda - 0329EC9D-3A1B-7056-368E-5FA24CC6CEFD
Status: Recorded

Submitter: Law Office of Bridget D. Swing PLLC (NCTEL6)
Recipient: Henderson County, NC

Document Name	Document Type	# of Pages	Status	Recording Number	Recording Date	Fees
Deed - Miranda	DEED	2	Recorded	E 974310 B 3873 P 526	Thu 02/24/2022 10:10 AM EST	988.00
Fees	Payment Account Name					Fee Amount
Recording Fees	BSwing Filing Fee Account (ACH *****1285)					28.00
Submission Fees	BSwing Filing Fee Account (ACH *****1285)					960.00
Total Fees:	BSwing Filing Fee Account (ACH *****1285)					10.00
						988.00

Questions Contact:
Simplifile Support 800.460.5657, option 3
072 North 300 West
Provo, UT 84604



A. Settlement Statement (HUD-1)

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		2022-2-Miranda				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (2022-2-Miranda/ 18)							
D. Name and Address of Buyer: Jennifer Chani Miranda 720 Greenwood Drive Hendersonville, NC 28791			E. Name and Address of Seller: Robert P. Wildner and Virgene L. Wildner 733 Greenwood Drive Hendersonville, NC 28791		F. Name and Address of Lender: CASH TRANSACTION		
G. Property Location: Lot 31 Greenwood Drive Hendersonville, NC 28791 Henderson County, North Carolina			H. Settlement Agent: Law Office of Bridget D. Swing 828-393-4228 101-B Chadwick Square Court Hendersonville, NC 28739 Place of Settlement: 101-B Chadwick Square Court Hendersonville, NC 28739		I. Settlement Date: February 24, 2022 Disbursement Date: February 24, 2022		

J. Summary of Buyer's Transaction	
100. Gross Amount Due from Buyer	
101. Contract sales price	48,000.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	
104. Prorated Annual HOA Dues 02/25/22-04/30/2	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110. reimbursement septic permit	
111.	
112.	
120. Gross amount due from Buyer	
200. Amounts Paid by or In Behalf of Buyer	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes 01/01/22 to 02/25/22	38.05
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219. Due Diligence	
220. Total paid by/for Buyer	1
300. Cash at Settlement from/to Buyer	
301. Gross amount due from Buyer (Line 120)	49,379.16
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	48,341.11

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	48,000.00
402. Personal property	
403.	
404. Prorated Annual HOA Dues 02/25/22-04/30/2	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410. reimbursement septic permit	
411.	
412.	
420. Gross amount due to Seller	
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes 01/01/22 to 02/25/22	38.05
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519. Due Diligence	
520. Total reduction amount due Seller	
600. Cash at Settlement from/to Seller	
601. Gross amount due to Seller (Line 420)	48,404.45
602. Less reductions due Seller (Line 520)	()
603. CASH TO SELLER	46,900.40

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges					
700. Total Real Estate Broker Fees	\$0.00			Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
<i>Division of commission (line 700) as follows:</i>					
701.	to				
702.	to				
703.	Commission paid at settlement				
704.					
800. Items Payable in Connection with Loan					
801.	Our origination charge	(from GFE #1)			
802.	Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)			
803.	Your adjusted origination charges	(from GFE #A)			
804.	Appraisal fee	(from GFE #3)			
805.	Credit report	(from GFE #3)			
806.	Tax service	(from GFE #3)			
807.	Flood certification	(from GFE #3)			
808.					
900. Items Required by Lender to be Paid in Advance					
901.	Interest from 02/24/22 to 03/01/22 to @ \$ /day (5 days @ %)	(from GFE#10)			
902.	Mortgage insurance premium for month to	(from GFE #3)			
903.	Homeowner's insurance for year to	(from GFE #11)			
904.	for year to				
1000. Reserves Deposited with Lender					
1001.	Initial deposit for your escrow account	(from GFE #9)			
1002.	Homeowner's insurance Months @ \$ per Month				
1003.	Mortgage insurance Months @ \$ per Month				
1004.	County taxes Months @ \$ per Month				
1005.	Months @ \$ per Month				
1006.	Months @ \$ per Month				
1007.	Months @ \$ per Month				
1100. Title Charges					
1101.	Title services and lender's title insurance to Law Office of Bridget	(from GFE #4)			
1102.	Settlement or closing fee to Law Office of Bridget D. Swing	\$695.00			
1103.	Owner's title insurance to Attorneys Title	(from GFE #5)			
1104.	Lender's title insurance				
1105.	Lender's title policy limit				
1106.	Owner's title policy limit				
1107.	Agent's portion of the total title insurance premium				
1108.	Underwriter's portion of the total title insurance premium				
1109.	e-Recording fee to Law Office of Bridget D. Swing, PLLC			24.00	
1110.	Title Abstract Fee to Matthew A. Elliott				
1200. Government Recording and Transfer Charges					
1201.	Government recording charges to Henderson County Register of Deeds	(from GFE #7)		52.00	
1202.	Deed \$ 26.00; Mortgage \$; Releases \$ 26.00				
1203.	Transfer taxes	(from GFE #8)			
1204.	City/County tax/stamps Deed \$ 96.00; Mortgage \$				96.00
1205.	State tax/stamps Deed \$; Mortgage \$				
1300. Additional Settlement Charges					
1301.	Required services that you can shop for	(from GFE #6)			
1302.	Preparation of Seller Documents to Law Office of Bridget D. Swir				
1303.	Drafting Fee- Transfer Restriction to Law Office of Bridget D. Swir				
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

HUD-1, Attachment

Buyer: Jennifer Chani Miranda
720 Greenwood Drive
Hendersonville, NC 28791

Seller: Robert P. Wildner and Virgene L. Wildner
733 Greenwood Drive
Hendersonville, NC 28791

Lender:

Settlement Agent: Law Office of Bridget D. Swing
828-393-4228
Place of Settlement: 101-B Chadwick Square Court
Hendersonville, NC 28739
Settlement Date: February 24, 2022
Disbursement Date: February 24, 2022
Property Location: Lot 31 Greenwood Drive
Hendersonville, NC 28791
Henderson County, North Carolina

Title Services and Lender's Title Insurance

Payee/Description	Disclosure	Buyer	Seller
Law Office of Bridget D. Swing Settlement or closing fee	(from GFE #4)		

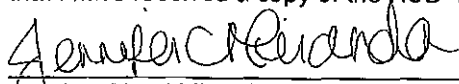
Total Title Services and Lender's Title Insurance

Adjustments For Items Paid By Seller In Advance (Buyer Debit)


Proration

Date	Description	Amount	Disclosure	Prorated Amount
02/24/22	Prorated Annual HOA Dues 02/25/22-04/30/22 Buyer pays 65 Days of 365, Seller pays 300 Days of 365	25.00		
Total Line 104/404				


I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



Jennifer Chani Miranda



Robert P. Wildner



Virgene L. Wildner



Bridget D. Swing

Settlement Agent

Single Ledger Balance

By Transaction Date

Ledger ID: 2022-2-Miranda
 Trust Account: BB&T Trust Account - Swing / SWING IOLTA ACCOUNT p=18 (Acct '3749)
 Transaction Date: All
 Format / Sort Options: Sort by reference number; include pending transactions

Ledger ID: 2022-2-Miranda Buyer/Borrower: Jennifer Chani Miranda
 Settlement Date: 02/24/22 Property: Lot 31 Greenwood Drive, Hendersonville, NC
 Responsible Party: SOFTPRONOW/Bridget.Swing Ledger Comment:

Ref/Ck Number	Tran. Date	Payee / Payor	Medium	Cleared Date	Amount
Beginning balance:					0.00
RECEIPTS					
<i>POSTED</i>					
1334	02/24/22	Jennifer Chani Miranda	Check		241.11
22200039255	02/23/22	Jennifer Chani Miranda	Wire		48,100.00
2 RECEIPTS:					\$48,341.11
CHECKS					
<i>POSTED</i>					
14860	02/24/22	Robert P. Wildner and Virgene L. Wildr	Check		46,900.40
14861	02/24/22	Law Office of Bridget D. Swing	Check		1,065.00
14862	02/24/22	Matthew A. Elliott	Check		127.75
14863	02/24/22	Attorneys Title	Check		75.96
14864	02/24/22	Law Office of Bridget D. Swing, PLLC	Check		172.00
5 CHECKS:					\$48,341.11
Ending ledger balance:					\$0.00

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

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

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

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

(a) "Seller": Robert P. and Virgene L. Wildner

(b) "Buyer": Jennifer C. Miranda

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

Street Address: Greenwood Drive
 City: Hendersonville Zip: 28791
 County: Henderson, 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 31, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide 2019 at Page(s) 12230

The PIN/PID or other identification number of the Property is: 9559837869
 Other description:
 Some or all of the Property may be described in Deed Book 3429 at Page 85

(d) "Purchase Price":
 \$ _____ 48,000
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

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

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



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



STANDARD FORM 12-T
 Revised 1/2012
 © 1/2012

Buyer initials JCM Seller initials RPW

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

(f) "Escrow Agent" (insert name): _____

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(l) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

* (j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 2/25/22 *TIME BEING OF THE ESSENCE* with regard to said date.

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

* (l) "Settlement Date": The parties agree that Settlement will take place on 3/7/22 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials JCP Seller initials RFB VW

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. Closing includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the settlement agent's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the settlement agent after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the settlement agent in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the settlement agent is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

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

"**Confirmed Special Assessment**": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

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

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

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

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

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

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

Buyer initials JCE Seller initials RMS vhw

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

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

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (**NOTE:** If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

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

4. **BUYER OBLIGATIONS:**

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

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

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

5. **SELLER REPRESENTATIONS:**

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

Buyer initials JCP Seller initials RAJ

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

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

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

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

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

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

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

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

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

(e) **Payment and Satisfaction of Liens:** All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

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

Buyer initials JCP Seller initials RW TLW

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Jennifer C Miranda

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

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

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

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

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

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

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

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

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

Buyer initials JCM Page 6 of 9 Seller initials RW HW

STANDARD FORM 12-T
Revised 1/2012
© 1/2012

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

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

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

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)

- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

OTHER: Buyer agrees to reimburse seller for cost of successful perc test of property. Buyer also agrees to reimburse seller for cost of providing rough driveway access onto property. This is in addition to agreed upon purchase price of \$48,000.00. Seller agrees to assume all costs if property does not pass perc test. Buyer will not purchase property without successful perc test.

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

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

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

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

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

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

Buyer initials JCP

Seller initials RAC HW

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

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 1/22/22
Buyer: Jennifer Alianda (SEAL)

Date: 1/22/22
Seller: SP White (SEAL)

Date: _____
Buyer: _____ (SEAL)

Date: 1/22/22
Seller: Theresa L. Waldman (SEAL)

Date: _____
Buyer: _____ (SEAL)

Date: _____
Seller: _____ (SEAL)

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

SELLER NOTICE ADDRESS:

SELLING AGENT NOTICE ADDRESS:

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address: _____

Firm Name: _____
Acting as Seller's Agent Dual Agent
Mailing Address: _____

Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)
License #: _____
Selling Agent Phone#: _____
Selling Agent Fax#: _____
Selling Agent E-mail: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)
License #: _____
Listing Agent Phone#: _____
Listing Agent Fax#: _____
Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

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

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

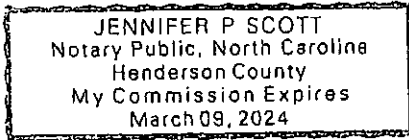
G.S. § 10B-43 NOTARIAL CERTIFICATE FOR AN OATH OR AFFIRMATION

Henderson County, North Carolina

Signed and sworn to before me this day by Jennifer C. Miranda
Name of principal

Date: 1.24.22

(Official Seal)



Jennifer P. Scott
Official Signature of Notary

Jennifer P. Scott, Notary Public
Notary's printed or typed name

My commission expires: 3.9.2024

OPTIONAL

This certificate is attached to a offer to purchase, signed by Jennifer C. Miranda
Title/Type of Document Name of Principal Signer(s)

on 1.24.22, and includes 9 pages.
Date # of pages

From: [Bridget Swing](#)
To: [Russ Burrell](#)
Subject: RE: Deed excise tax refund request
Date: Monday, March 7, 2022 1:40:37 PM

Thank you Mr. Burrell. Please accept this email as confirmation that I am aware of the time, date, and place of the hearing and that I waive all further notice.

Sincerely,

Bridget

Bridget D. Swing

Law Office of Bridget D. Swing, PLLC
101B Chadwick Square Court
Hendersonville, NC 28739
Bridget@BSwingLaw.com
Phone: 828-393-4228 / Fax: 828-393-4229

Please note that I will be out of the office from March 23rd through March 30th. The office will be open but no closings will be scheduled on these days.

[CLICK HERE](#) TO UPLOAD SECURELY TO ME USING SHAREFILE

**** ALL FUNDS TO OUR OFFICE IN EXCESS OF \$5,000.00 MUST BE WIRED UNLESS YOU HAVE PRIOR ATTORNEY APPROVAL. PERSONAL CHECKS AND CHECKS DRAWN FROM OUT OF STATE BANKS WILL NOT BE ACCEPTED.**

****Please be aware of wire fraud. CONFIRM WIRING INSTRUCTIONS WITH OUR OFFICE BY PHONE BEFORE INITIATING A WIRE TO OUR OFFICE. OUR OFFICE DOES NOT ALTER ITS WIRING INSTRUCTIONS AND ALL WIRES TO OUR OFFICE SHOULD BE SENT ONLY TO OUR TRUST ACCOUNT WITH Truist Financial Corporation.**

The information contained in this electronic transmission is PRIVILEGED and CONFIDENTIAL INFORMATION intended only for the use of the individual or entity to whom it is sent. If you believe you have received this transmission in error, please destroy this message and notify the sender as soon as possible. THANK YOU.

From: Russ Burrell <rburrell@hendersoncountync.gov>
Sent: Monday, March 7, 2022 12:46 PM
To: Bridget Swing <bridget@bswinglaw.com>
Subject: Deed excise tax refund request

Good afternoon,

I have received your deed excise tax refund request, dated March 4, 2022. I have tentatively scheduled this matter for the Commissioners meeting of the evening of April 4. I note that N.C. Gen. Stat. §105-228.37(b) requires notice in writing "of the time a place at which the hearing will be conducted." The hearing will occur in the Board of Commissioners' meeting room located in the Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina 28792, at 5:30 p.m., or as soon thereafter as the matter is reached.

That being said, I will place this matter on the Commissioners' consent agenda, covered by a form request, attached. In the past the Board has adopted the suggested motion without debate in a group with the other items on the consent agenda. I have every reason to expect that will be the course in this matter (given Mr. King's recommendation to me, noted in the Request for Board Action, that this request be granted, I believe this will be a foregone conclusion). You are welcome to attend the meeting, but need not do so.

Would you be willing to send me an email stating that you are aware of the date, time and place of the hearing on this request, and waive further notice of the same? If so, it will be attached to the Request along with your letter and its attachments, and the record will be complete for the County's auditors when they write you a check.

Thank you in advance for your help in this matter. If you have any questions, please let me know.

Russ Burrell



Charles Russell Burrell
County Attorney

1 Historic Courthouse Square, Suite 5
Hendersonville, North Carolina 28792
(828) 697-4719