

Initial Application Date: 1/18/10

Appl. # 0550013437
1088940

COUNTY OF HARNETT LAND USE APPLICATION
Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: Omega VIII Investments Mailing Address: P.O. Box 11104
City: Fayetteville State: NC Zip: 28303 Phone #: (910) 864-0247
APPLICANT: Showcase Construction Mailing Address: 5506 Yodkin Rd
City: Fayetteville State: NC Zip: 28303 Phone #: (910) 436-4698

PROPERTY LOCATION: SR #: 1124 SR Name: Rambroun Rd
Address: 45 Mosby Lane Spring Lake NC 28390
Parcel: 01 0513 0004 02 (46) PIN: 0513-79-7821-000
Zoning: RA-20M Subdivision: Westerfield Farms Lot #: 46 Lot Size: .345
Flood Plain: X Panel: 37085101650 Watershed: N/A Deed Book/Page: OTP Plat Book/Page: 2005/733

DIRECTIONS TO THE PROPERTY FROM LILLINGTON:
1 Hwy 2105 -> (B) Kay Rd -> (D) Rambroun Rd -> (E) into Westerfield

PROPOSED USE:

- Sg. Family Dwelling (Size 55 x 46) # of Bedrooms 3 # Baths 2 Basement (w/w/o bath) included Garage _____ Deck _____
 - Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 - Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
 - Number of persons per household Spec
 - Business Sq. Ft. Retail Space _____ Type _____
 - Industry Sq. Ft. _____ Type _____
 - Church Seating Capacity _____ Kitchen _____
 - Home Occupation (Size _____ x _____) # Rooms _____ Use _____
- Additional Information: _____
- Accessory Building (Size _____ x _____) Use _____
 - Addition to Existing Building (Size _____ x _____) Use _____
 - Other _____

Water Supply: County Well (No. dwellings _____) Other _____
Sewage Supply: New Septic Tank Existing Septic Tank County Sewer _____ Other _____
Erosion & Sedimentation Control Plan Required? YES NO
Property owner of this tract of land own land that contains a manufactured home with five hundred feet (500') of tract listed above? YES NO
Structures on this tract of land: Single family dwellings _____ Manufactured homes _____ Other specify _____

Required Residential Property Line Setbacks:	Proposed	Minimum	Actual
Front		35	37
Rear		25	26.02
Side		10	27
Corner		20	52
Nearest Building		10	1

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

[Signature]
Signature of Owner or Owner's Agent

17 OCT 2010
Date

This application expires 6 months from the initial date if no permits have been issued

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE APPLICATION

1/19/10

09-1

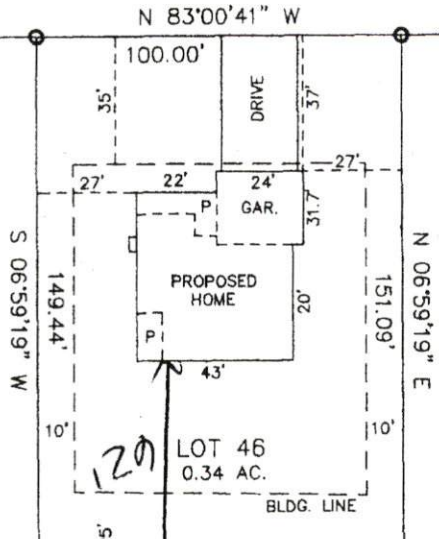
MOSBY LANE

50' R/W

SITE PLAN APPROVAL
 DISTRICT USE STD
 #BEDROOMS 3
 11/8/05

LOT 45
 SECTION 1 PHASE 2
 WESTERFIELD FARMS
 MAP 2005-829

LOT 47
 SECTION 1 PHASE 2
 WESTERFIELD FARMS
 MAP 2005-829



LOT 46
 0.34 AC.

S 82°03'56" E
 100.00'

11' SUPPLY EASEMENT

11' SUPPLY EASEMENT LOT 46
 N 19°59'13" W - 123.47'

S 89°30'45" W
 59.51'

SEWER EASEMENT
 LOT 46 SF 71212
 S 05°20'51" W
 119.75'

N 05°08'41" E
 120.16'

S 89°59'36" E
 59.90'

Showcase Realty
PO Box 11056
Fayetteville, NC 28303-3164
Phone: 910-868-8149, Fax: 910-868-1586

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property located. 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 (Form 2) with the New Construction Addendum (Form 2A3).

Showcase Construction Co.

as Buyer, hereby offers to purchase and

Omega VIII

as Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Spring Lake, County of Harnett, State of North Carolina, being known as and more particularly described as Street Address 45 Mosby Lane Zip 28390
Subdivision Name Westerfield Farms
Plat Reference: Lot 46, Block or Section n/a as shown on
Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed Book n/a at Page n/a).

NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 20,000.00 and shall be paid as follows:

(a) \$ 0, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: n/a to be deposited and held in escrow by n/a ("Escrow Agent") until the sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$ n/a, 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.
(d) \$ n/a, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) \$ n/a, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a Conventional Other: n/a loan at a Fixed Rate Adjustable Rate in the principal amount of n/a for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before n/a and to satisfy all terms and conditions of the loan commitment letter by Closing. After the



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

PREPARED BY: Mary Etowski, Broker

Standard Form 12-T, Vacant Lot Offer to Purchase and Contract. North Carolina Association of REALTORS®, Inc.

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Buyer(s)

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Seller(s)