

Initial Application Date: 7-27-06

Application # 06-50015455

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: HTB Properties Inc Mailing Address: 2191 Keith Hills Rd
City: Lillington State: NC Zip: 27546 Phone #: _____
APPLICANT: Brian Johnson Builders Inc Mailing Address: 635 Chisenhall Rd
City: Angier State: NC Zip: 27501 Phone #: 639 3714

PROPERTY LOCATION: SR #: 1452 SR Name: Truelove Rd
Address: 21 Selby CT Holly Springs NC
Parcel: 050635 010310 PIN: 0635-17-8889 Lot #: 10 Lot Size: 0.61 AC
Zoning: RA-20M Subdivision: Taylor Pointe Flood Plain: X Panel: 10 Watershed: N/A Deed Book/Page: OTP Plat Book/Page: 2005-75

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: From Lillington take 421 to
Freeway Varing T/L on Piney Grove / Pawks Rd go to
end T/L on Hwy 42 go 2 1/2 miles T/L onto
Truelove Rd go 1 mile sub on Right

PROPOSED USE:
 SFD (Size 42 x 39) # Bedrooms 3 # Baths 2 Basement (w/w bath) _____ Garage N/A Deck N/A Crawl Space / Slab _____
 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 _____

Additional Information: _____
Water Supply: County Well (No. dwellings _____) Other _____ Environmental Health Site Visit Date: _____

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 w/in 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:

	Minimum	Actual
Front	<u>35</u>	<u>75</u>
Rear	<u>25</u>	<u>160</u>
Side	<u>10</u>	<u>20-10</u>
Corner	<u>20</u>	<u>/</u>
Nearest Building	<u>10</u>	<u>/</u>

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 or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Brian Johnson
Signature of Owner or Owner's Agent

7/29/06
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

COURSE	BEARING	DISTANCE
L-8	N 13°27'07"W	35.67'
L-9	S 13°27'07"E	35.26'
L-10	S 86°53'55"W	17.00'
L-11	S 86°53'55"W	38.11'
L-12	S 84°13'03"W	55.10'
L-13	S 80°20'48"W	37.53'

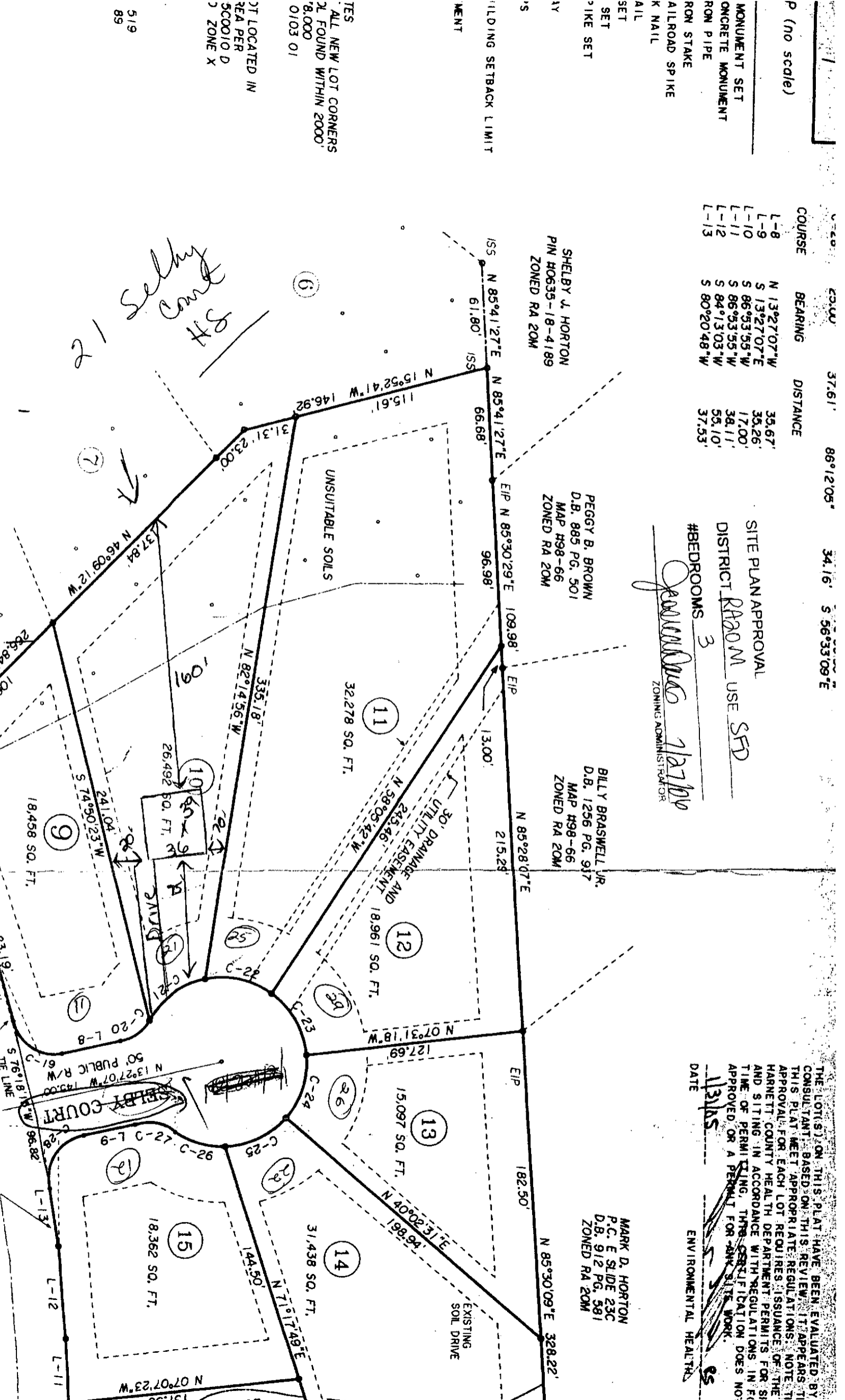
SITE PLAN APPROVAL
 DISTRICT RA20M USE SFD
 #BEDROOMS 3
J. Williams
 ZONING ADMINISTRATOR

MARK D. HORTON
 P.C. E SLIDE 23C
 D.B. 912 PG. 581
 ZONED RA 20M

BILLY BRASWELL JR.
 D.B. 1256 PG. 917
 MAP #98-66
 ZONED RA 20M

PEGGY B. BROWN
 D.B. 885 PG. 501
 MAP #98-66
 ZONED RA 20M

SHELBY J. HORTON
 PIN #0635-18-4189
 ZONED RA 20M



THE LOT(S) ON THIS PLAN HAVE BEEN EVALUATED BY CONSULTANTS BASED ON THIS REVIEW. IT APPEARS THAT THIS PLAN MEET APPROPRIATE REGULATIONS. NOTE THAT APPROVAL FOR EACH LOT REQUIRES ISSUANCE OF THE HARNETT COUNTY HEALTH DEPARTMENT PERMITS FOR SITE AND SITTING IN ACCORDANCE WITH REGULATIONS. IN THE TIME OF PERMITTING, THE CERTIFICATION DOES NOT APPROVED OR A PERMIT FOR ANY SITE WORK.
 DATE 1/21/15
 ENVIRONMENTAL HEALTH

NOT LOCATED IN AREA PER SCOPE OF ZONE X
 ALL NEW LOT CORNERS FOUND WITHIN 2000'
 0103 01
 85
 519



FOR REGISTRATION REGISTER OF DEEDS
 KIMBERLY S. HARGROVE
 HARNETT COUNTY, NC
 2004 MAR 31 03:20:26 PM
 BK: 1910 PG: 775-777 FEE: \$17.00
 NC REV STAMP: \$734.00
 INSTRUMENT #: 2004005724

HARNETT COUNTY TAX ID #
 054835 0103
 054835 0103 01
 3/31/04
 054835

Excise Tax \$734.00

Recording Time, Book and Page

Parcel Identifier No: 054835 0103 and 054835 0103 01

Mail after recording to **Bain & McRae, Attorney, 65 Bain Street, P.O. Box 99, Lillington, NC 27546**
 This instrument was prepared by **Bain & McRae, Attorney, 65 Bain Street, P.O. Box 99, Lillington, NC 27546**

Brief Description for the index : 2 tracts - Buckhorn Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of March, 2004 by and between

GRANTOR

GRANTEE

**Willie Mae W. Wells and husband,
 Herndon L. Wells
 Post Office Box 184
 Angier, North Carolina 27501**

**HTB Properties, Inc.
 2191 Keith Hills Road
 Lillington, NC 27546**

Enter in appropriate block for each party: name, 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 or parcel of land situated in the City of Buckhorn Township, Harnett County, North Carolina and more particularly described as follows:

TRACT ONE: BEGINNING at an existing iron pipe denominated control corner on a boundary survey of the lands of Willie M. Williford, the party of the first part, prepared by Benton W. Dewar, Registered Surveyor, dated May 8, 2002, corner with Tract 2 of the Irene Truelove Estate and Tract 1 of Horton Development Partnership (DB 879, Pg 27) and runs thence with the line of the Horton Development Partnership, South 18 degrees 56 minutes 47 seconds East 1054.38 feet to a stake in the right of way line of Truelove Road, NCSR 1452, and runs thence with the northern right of way line of SR 1452, South 75 degrees 32 minutes 19 seconds West 52.86 feet, South 78 degrees 00 minutes 41 seconds West 53.76 feet; South 81 degrees 02 minutes 59 seconds West 51.16 feet; South 83 degrees 51 minutes 17 seconds West 52.76 feet; South 86 degrees 13 minutes 57 seconds West 99.60 feet; South 87 degrees 03 minutes 03 seconds West 107.95 feet; South 87 degrees 21 minutes 22 seconds West 103.78 feet and South 87 degrees 13 minutes 24 seconds West 120.74 feet to an existing iron pipe; thence North 01 degree 14 minutes 43 seconds West 89.41 feet to an existing iron pipe; thence South 87 degrees 52 minutes 50 seconds West 260.27 feet; South 87 degrees 50 minutes 37 seconds West 79.86 feet and South 87 degrees 49 minutes 58 seconds West 79.87 feet to an existing iron pipe in the line of Horton Development Partnership (DB 79, Page 32); runs thence with the line of Horton Development Partnership, North 05 degrees 43 minutes 51 seconds West 1290.24 feet to an existing iron pipe in the line of Irene Truelove Estate Tract 1 (DB 392, Pg 76) and runs thence with the line of the Irene Truelove Estate, South 70 degrees 30 minutes 36 seconds East 432 feet to an existing iron pipe and continuing South 70 degrees 30 minutes 36 seconds East 465.82 feet to the point and place of BEGINNING, and containing 24.669 acres, more or less, according to the hereinabove referred to plat.

TRACT TWO: BEGINNING at an existing iron pipe control corner in the eastern margin of the Wade Stephenson Road, NCSR 1407, corner with Shelby J. Horton according to the boundary survey for Willie M.

BEARING	DISTANCE
N 13° 27' 07" W	39.67'
N 13° 27' 07" E	39.26'
S 89° 53' 55" W	17.00'
S 89° 53' 55" W	36.11'
S 84° 13' 03" W	55.10'
S 80° 20' 48" W	37.53'

SITE PLAN APPROVAL
 DISTRICT RAA00M USE SFD
 #BEDROOMS 3

Jacqueline J. [Signature]
 ZONING ADMINISTRATOR

J. HORTON
 D.B. 885 PG. 501
 MAP H98-66
 ZONED RA 20M

PEGGY B. BROWN
 D.B. 885 PG. 501
 MAP H98-66
 ZONED RA 20M

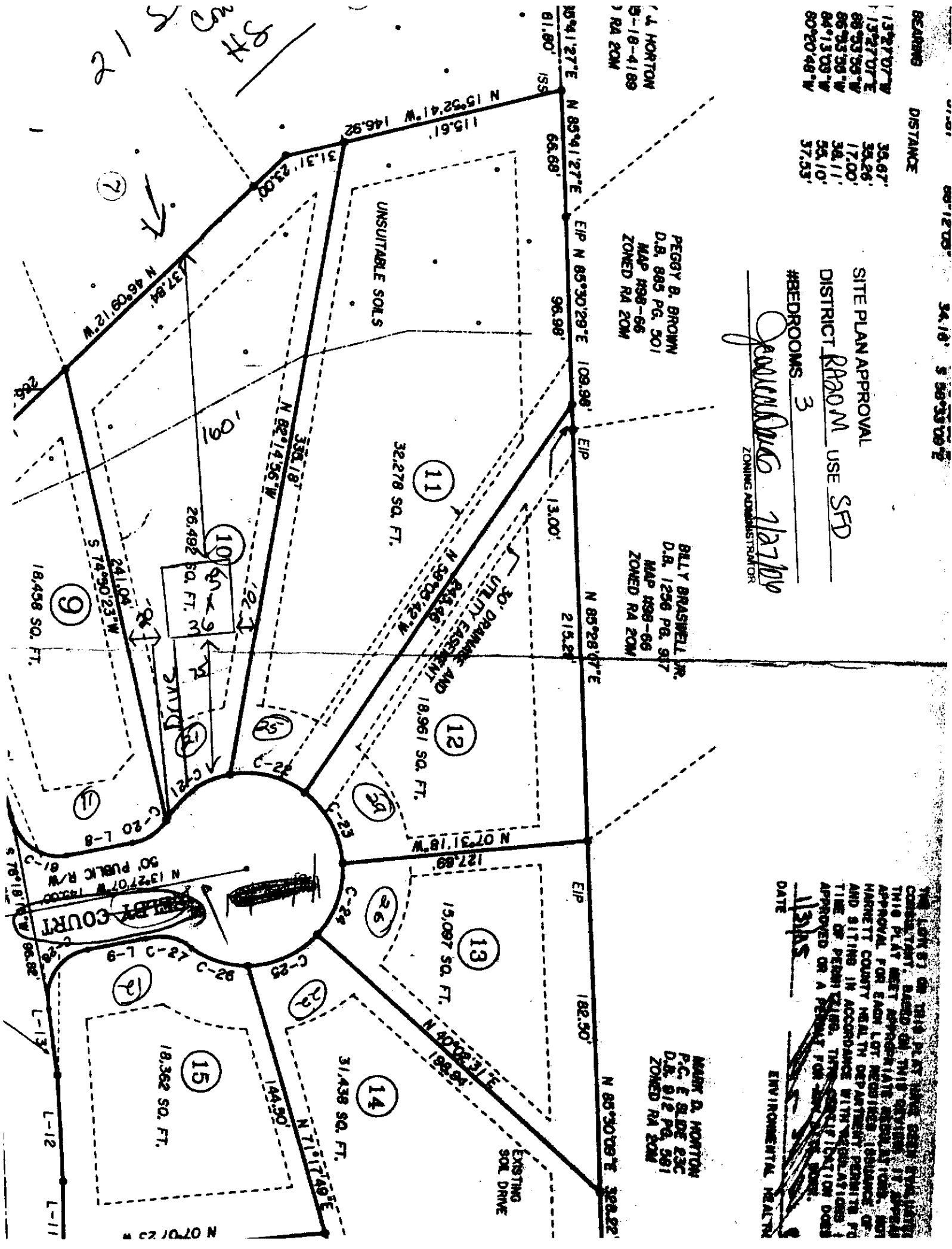
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MARY D. HORTON
 P.C. E. SLIDE 23C
 D.B. 912 PG. 581
 ZONED RA 20M

THE LOT(S) ON THIS PLAN HAVE BEEN EVALUATED BY CONSULTANT, BASED ON THIS REVIEW, IT IS THIS PLAN MEET APPROPRIATE REGULATIONS, FOR APPROVAL FOR EACH LOT NEEDS ISSUANCE OF HARNETT COUNTY HEALTH DEPARTMENT PERMITS FOR AND SITING IN ACCORDANCE WITH REGULATIONS FOR TIME OF PERMITS, THESE SPECIFICATIONS DOES APPROVED OR A PERMIT FOR [unclear] POINT.

DATE 1/3/15

ENVIRONMENTAL HEALTH



OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. 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-T) with the New Construction Addendum (Form 2A3-T).

Mitchell Coats hereby offers to purchase and Harold Butts - HTB Properties, Inc. as Buyer, 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 Holly - Springs, County of Harnett M.C.C., State of North Carolina, being known as and more particularly described as:
 Street Address * # 21 Belthysal Court Zip 27540
 Subdivision Name Taylor Pointe
 Plat Reference: Lot 10, Block or Section _____ as shown on
 Plat Book or Slide # at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 \$ 22,000.00 and shall be paid as follows:

(a) \$ _____, **EARNEST MONEY DEPOSIT** with this offer by cash personal check bank check certified check other: _____ to be deposited and held in escrow by _____ ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies 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, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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) \$ _____, **ADDITIONAL EARNEST MONEY DEPOSIT** to be paid to Escrow Agent no later than _____, **TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.**
 (c) \$ _____, **OPTION FEE** in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
 (d) \$ _____, **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.
 (e) \$ _____, **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.
 (f) \$ 22,000.00, **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: Construction Loan loan at a Fixed Rate Adjustable Rate in the principal amount of 22,000 for a term of _____ year(s), at an initial interest rate not to exceed 7.25% per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within 10 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 8/30/09 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.



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



STANDARD FORM 12 - T
 © 7/2005

Buyer Initials MCC Seller Initials HB

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, time being of the essence.

(b) Sewer System (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, time being of the essence.

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) Conventional or other _____ ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 8/30/06, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, time being of the essence.

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

(c) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____ The cost of the appraisal shall be borne by Buyer.

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

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, 20____, time being of the essence (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, time being of the essence, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

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

Buyer Initials MCC

Seller Initials [Signature]