

Initial Application Date: 8-21-06 9/16/06

Application # 0650015598B

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: Atkins Place LLC Mailing Address: 72 OVERLOOK CT

City: Angier State: N.C. Zip: 27501 Phone #: _____

APPLICANT: Raynor Builders Inc. Mailing Address: 360 N RALEIGH ST

City: Angier State: N.C. Zip: 27501 Phone #: 639-3012

PROPERTY LOCATION: SR #: 1429 SR Name: Chalybeate

Address: _____

Parcel: 080653 0030 21 PIN: 0653-38-6003.000

Zoning: RA30 Subdivision: Dexter Field Lot #: 21 Lot Size: 0.383

Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: OTF Plat Book/Page: 2006-144

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 N T.L. on Chalybeate rd sub on left
Lot on L on corner of Brenda Moore Ct.

PROPOSED USE:

SFD (Size 48 x 56) # Bedrooms 3 # Baths 2 Basement (w/wo bath) Garage 484 Deck Crawl Space/ Slab

Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____

Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____ included

Number of persons per household spec

Business Sq. Ft. Retail Space _____ Type Revision:

Industry Sq. Ft. _____ Type Done per Joe @

Church Seating Capacity _____ Kitchen _____ Env. Health - NO Fee

Home Occupation (Size _____ x _____) # Rooms _____ Use _____

Additional Information: Driveway is the

Accessory Building (Size _____ x _____) Use only thing that

Addition to Existing Building (Size _____ x _____) Use changed / moved

Other Drive to the front

Additional Information: of the home.

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 prop Manufactured homes Other (specify) _____

Required Residential Property Line Setbacks:	Minimum	Actual
Front	35	35
Rear	25	28
Side	10	L 30 R 40
Corner	20	40
Nearest Building	10	/

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.

Craig Byrd
Signature of Owner or Owner's Agent

8-21-06
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
Please use Blue or Black Ink ONLY

0650015598

1" = 60'

Lot 21 Dexterfield
Raynor Builders Inc.
Side entry drive.

Revision

SITE PLAN APPROVAL

DISTRICT RA30 USE SFD

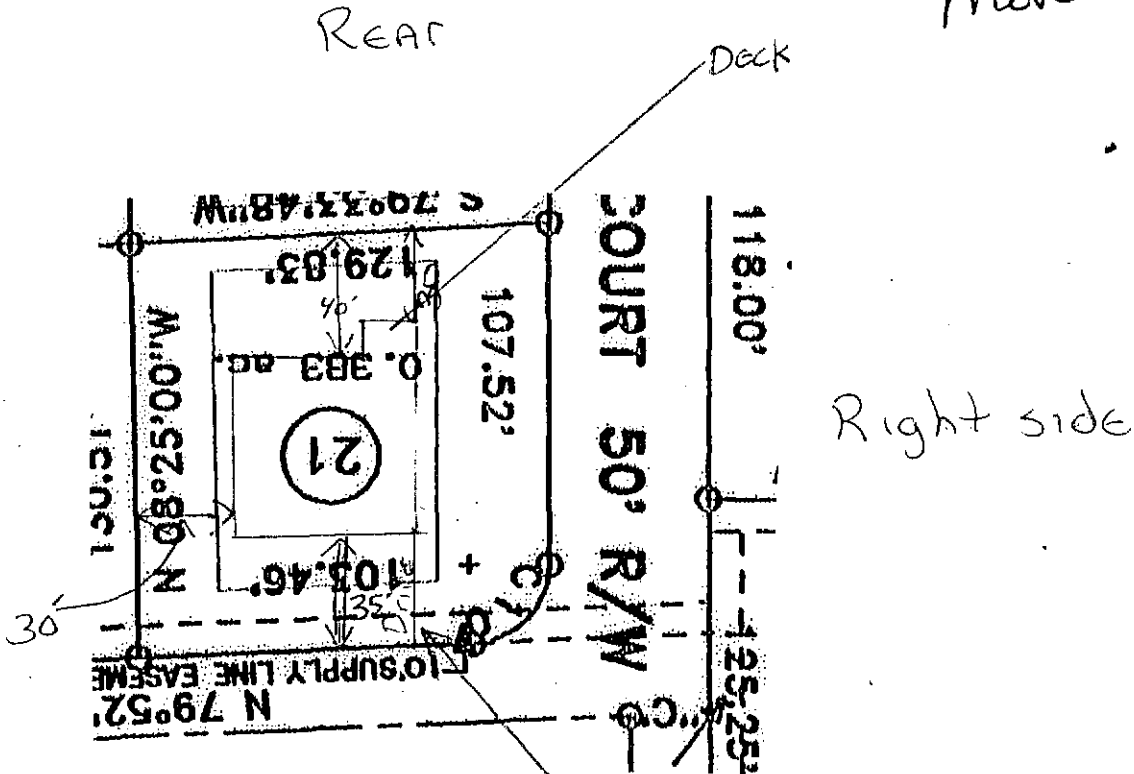
#BEDROOMS 3

Date 9/16/06

[Signature]
Zoning Administrator

Moved Driveway

Left side



Revised.

Moved Driveway from
Side entry to Front
Entry per Jimmy
[unclear]

Application # 0650015223

County Health Department

Application for

Improvement Permit and/or Authorization to Construct

 Improvement Permit

 Authorization to Construct

IF THE INFORMATION IN THE APPLICATION FOR AN IMPROVEMENT PERMIT IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENTS PERMIT AND AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (complete site plan = 60 months; complete plat = without expiration)

APPLICANT INFORMATION

~~ATKINS~~ RAYNOR BUILDERS INC. 360 N RALEIGH ST. 639-3012
Applicant Address Angier 27501 Home & Work Phone
ATKINS PLACE LLC. 72 OVERLOOK CT. ANGIER N.C.
Owner Address 27501 Home & Work Phone

PROPERTY INFORMATION

BRENDAMOORE DEXTERFIELD 21
Street Address Subdivision Name Section/Phase/Lot#
Directions to Site: 401 N. LEFTON CHALBEATE Lot Size - 383
SUB ON LEFT. LOT ON LEFT.

DEVELOPMENT INFORMATION

- New Single Family Residence
- Expansion of Existing System
- Repair to Malfunctioning Sewage Disposal System
- Non-Residential Type of Structure

Residential Specifications

Maximum number of bedrooms: 3
If expansion: Current number of bedrooms: _____
Will there be a basement? yes no
Plumbing fixtures in Basement yes no

Non-Residential Specifications:

Type of business: _____ Total Square footage of Building: _____
Maximum number of employees: _____ Maximum number of seats: _____

Water Supply: Are there any existing wells, springs, or existing waterlines on this property? yes no unknown

- New well
- Existing Well
- Community Well
- Public Water
- Spring

If applying for Authorization to Construct : Please Indicate Desired System Type(s) (see back for descriptions):
(systems can be ranked in order of your preference, must choose one)

- Accepted
- Alternative
- Conventional
- Innovative
- Other _____
- Any

The Applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer to any question is "yes", applicant must attach supporting documentation.

- yes no Does the site contain any jurisdictional wetlands?
- yes no Does the site contain any existing wastewater systems?
- yes no Is any wastewater going to be generated on the site other than domestic sewage?
- yes no Is the site subject to approval by any other public agency?
- yes no Are there any easements or right of ways on this property?

I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Craig Byrd
Property owner's or owner's legal representative** signature (required)

8-21-06
Date

Harnett County Planning Department

PO Box 65, Lillington, NC 27546
910-893-7527

CONF # _____

X

Environmental Health New Septic Systems Test

Environmental Health Code 800

- Place "property flags" in each corner of lot. All property lines must be clearly flagged.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- *No grading of property should be done.* Undergrowth should be cleaned out to allow soil evaluation to be performed. Inspectors should be able to walk freely.
- After preparing proposed site call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections

Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Health and Sanitation Inspections

Health and Sanitation Plan Review 826

- After submitting plans for food and lodging, call the voice permitting system at 910-893-7527 and give code **826** for Health and Sanitation confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Fire Marshal Inspections

Fire Marshall Plan Review Code 804

- Call the voice permitting system at 910-893-7527 and give code **804** for plan review. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx 7-10 working days. Once approved, proceed to Central Permitting for permits.
- Pick up Fire Marshal's letter and place on job site until work is completed.

X

Public Utilities

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

X

Building Inspections

- Call the voice permitting system at 910-893-7527 to schedule inspections. Please note confirmation number given at end of recording for proof of request.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to calling for final inspection.
- To hear results of inspections, call IVR after scheduled inspection is done.

X

E911 Addressing

Addressing Confirmation Code 814

- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7527 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation.

Customers can view all inspection results online at www.harnett.org.

Applicant Signature: Craig Byrd Date: 8-21-06



Offer to Purchase and Contract

Raynor Builders Inc.

hereby offers to purchase and ATKINS PLACE LLC as Buyer,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of FUQUAY VALLEY Lot 21 Dexterfield
County of HARNETT, State of North Carolina, being known as and more particularly described as:
Street Address _____ Zip _____
Legal Description: Lot 21

(All A portion of the property in Deed Reference: Book 3044 Page No. 564 HARNETT County.)
NOTE: Prior to signing this 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. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures,
ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and
door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool
and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with
controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door
mirrors, and any other items attached or affixed to the Property. EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:

4. **PURCHASE PRICE:** The purchase price is \$ 28,000.00 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 13, Alternative 2, to be paid to Seller on the
Effective Date as set forth in paragraph 23. (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) \$ _____ BALANCE of the purchase price in cash at Closing.

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



Buyer Initials RBI Seller Initials AR

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

- (a) Buyer must be able to obtain a 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, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ 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 _____ 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.
- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ purposes.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except ad valorem taxes for the current year (prorated through the date of Closing); 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. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: _____

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: _____

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____

8. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, 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 Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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 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

Buyer Initials RF Seller Initials AR

attorney's title 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.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty 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 date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)

- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Hazard Disclosure Addendum.)

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

ALTERNATIVE 1:

- (a) Property Inspection: Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before 9-15-2006 (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within 7 days of Buyer's notice. Buyer is advised to have any inspections made prior to insuring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.
- (b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.
- (c) Repairs: Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a) (i), (a) (ii), (a) (iii) and (b) above are excluded from repair negotiations under this contract.
- (d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

Buyer Initials RRF Seller Initials ARR

Aug. 21: 2006, 11:09AM

Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate obtained by Buyer of the total cost of repairs required by (a) and (b) and/or remediation required by (d) above equals or exceeds \$ _____ then Buyer shall have the option to terminate this contract pursuant to this Cost of Repair Contingency no later than seven (7) days following the Inspection Date and all earnest monies shall be refunded to Buyer.

(d) 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.

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

CI ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 1 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 4(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 _____ this 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, the being of the essence, (b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, the 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

14. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before _____ at a place designated by Buyer. The deed is to be made to Raynor Builders Inc.

16. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached.

17. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO)

18. **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 all deposits 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 the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

Buyer Initials RBE Seller Initials AR

Contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their 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.

21. 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.

22. 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.

23. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

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.

Date: 8-21-06
Buyer RAYNOR BUILDERS INC (SEAL)
Date: 8-21-06
Buyer [Signature] (SEAL)

Date: 8-21-06
Seller ATKINS PLACE LLC (SEAL)
Date: 8-21-06
Seller [Signature] (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: _____
By: _____ (Signature)

Selling Agent/Firm/Phone _____
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Listing Agent/Firm/Phone _____
Acting as Seller's (sub) Agent Dual Agent

NCSR # 1428 "CHALYBEATE RD." 60' R/W

OWNER/DEVELOPER
ATKINS PLACE, LLC
72 OVERLOOK COURT
ANCHER, NC 27504
919-639-7424

BENNETT SURVEYS, INC.
1000 PARK RD., SUITE 100, WASHINGTON, N.C. 27586
(910) 893-2525

DEXTERFIELD SUBDIVISION

SURVEY FOR:
TOWNSHIP: HECTOR'S CREEK
COUNTY: HARNETT
STATE: NORTH CAROLINA
WATERBURY DISTRICT: WS-IV

DATE: FEBRUARY 14, 2006
TAX PARCEL ID#: 080533 0050 01

CHECKED & CLOSING BY: MJB

SUPPORTED BY: JRM/JRF

DRAWN BY: JRM/JRF

FIELD BOOK: 60
SCALE: 1" = 100'
DRAWING NO: 04418A

UNLESS OTHERWISE NOTED, NOTES SET AT ALL CORNERS.
ALL STREETS SHALL BE DEDICATED TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
ALL DRAINAGE EASEMENTS SHALL BE RESPONSIBILITY OF PROPERTY OWNERS.
OPEN AREA SHALL BE DEEDED TO HOME OWNERS ASSOCIATIONS.

42.7 AC. TOTAL

DEVELOPER'S NOTES:
1. ALL LOTS SHALL BE 1/4 AC. OR MORE.
2. ALL LOTS SHALL BE 1/4 AC. OR MORE.
3. ALL LOTS SHALL BE 1/4 AC. OR MORE.
4. ALL LOTS SHALL BE 1/4 AC. OR MORE.
5. ALL LOTS SHALL BE 1/4 AC. OR MORE.
6. ALL LOTS SHALL BE 1/4 AC. OR MORE.
7. ALL LOTS SHALL BE 1/4 AC. OR MORE.
8. ALL LOTS SHALL BE 1/4 AC. OR MORE.
9. ALL LOTS SHALL BE 1/4 AC. OR MORE.
10. ALL LOTS SHALL BE 1/4 AC. OR MORE.

DEED REFERENCE:
DEED BOOK 2044
PAGE 564
MAP NO. 2005-101

CERTIFICATION OF COMPLETION, INDICATION AND JURISDICTION
I, the undersigned, being duly qualified and sworn, do hereby certify that the above described plat complies with the provisions of the laws of the State of North Carolina, and that the same has been duly recorded in the public records of the County of Harnett, North Carolina, and that the same is a true and correct copy of the original as filed with me.

STATE OF NORTH CAROLINA
COUNTY OF HARNETT
I, **William B. Harbore**, Register of Deeds
do hereby certify that the above described plat complies with the provisions of the laws of the State of North Carolina, and that the same has been duly recorded in the public records of the County of Harnett, North Carolina, and that the same is a true and correct copy of the original as filed with me.

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION
CONSTRUCTION DIVISION
P. R. S. JONES
DATE: 2-22-06

1" = 60'

Lot 21 Dexterfield
RAYNOR BUILDERS INC.
Side entry drive.

SITE PLAN APPROVAL

DISTRICT RA30 USE SFD

#BEDROOMS 3

Glaves 8/21/06
ZONING ADMINISTRATOR

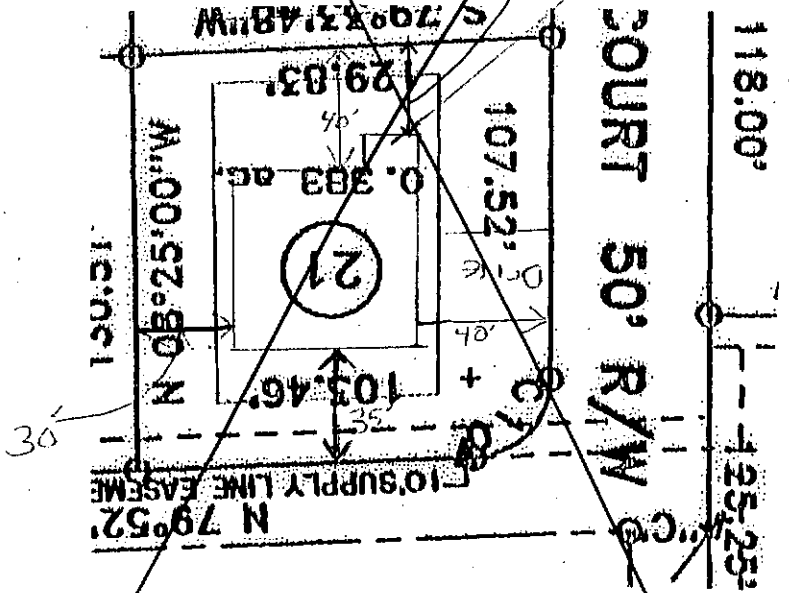
Craig Byrd

REAR

Deck

Left side

Right side



FRONT