

Initial Application Date: 5/23/07 ~~11/20/04~~ ~~9/26/2004~~ ~~4/29/06~~

Application # 0650015809 BRR

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Waverly Development Mailing Address: 521 BEGAD STREET
City: FUQUAY-VAZINA State: NC Zip: 27526 Phone #: (919) 557-4900
APPLICANT: Blue Building + Construction Mailing Address: 105 Dunvegan Ct
City: Apex State: NC Zip: 27502 Phone #: 919 369 2568

PROPERTY LOCATION: State Road #: _____ SR Name: US 401
Parcel: 080655 - 0118 - 52 PIN: 0655 - 43 - 0620
Zoning: R-30 Subdivision: Sherman Pines Lot #: 16 Lot Size: 37,216 SF
Flood Plain: X Panel: 5D Watershed: WS4 Deed Book/Page: OTP Plat Book/Page: 2006/373

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:
directly off of us 401 just south of Wake County line
TAKE A LEFT ONTO SHERMAN PINES DR. LOT # 16 (~5M on Right)

PROPOSED USE:
 SFD (Size 61 x 69) # Bedrooms 3 # Baths 2.5 Basement (w/w/o bath) NA Garage YES Deck YES included Circle: Crawl Space / Slab
 Modular: _____ On frame _____ Off frame (Size _____ x _____) # Bedrooms _____ # Baths _____ Garage _____ Deck _____
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
 Number of persons per household SPEC
 Business Sq. Ft. Retail Space _____ Type 12/22/06 Envia Job Customer
 Industry Sq. Ft. _____ Type to move house. Per Jim
 Church Seating Capacity _____ Kitchen _____ Market
 Home Occupation (Size _____ x _____) # Rooms _____ Use 2/1
 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 (Need to fill out New Tank Checklist) Existing Septic Tank County Sewer Other _____
Erosion & Sedimentation Control Plan Required (usually if clearing over 1 acre)? 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 1 prop Manufactured homes _____ Other (specify) _____

Required Residential Property Line Setbacks: Comments:
Front Minimum 35 Actual 101 80 42 lot Revision: customer is
Rear 25 194 20 173 moving house site
Side 10 3 10 10 12 11/20/06: Revision customer
Corner 20 - - is moving house site
Nearest Building on same lot 10 - - 12-22-06 Customer Envia Job Customer to move

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. This permit is subject to revocation if false information is provided on this form.

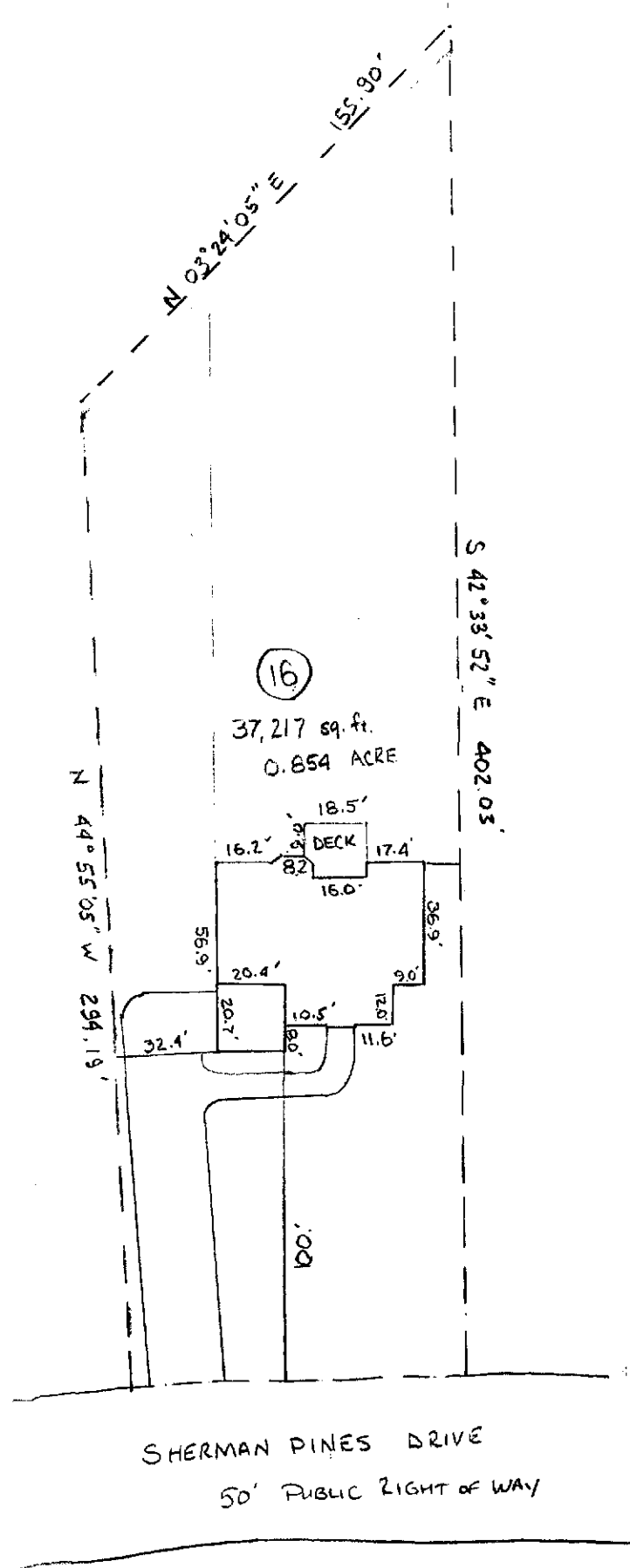
Keri Signature of Owner or Owner's Agent Date 5/23/07 9/25/2004 Revision to add Deck

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

A RECORDED SURVEY PLAT AND RECORDED DEED (OR OFFER TO PURCHASE) ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Please use Blue or Black Ink ONLY

Revision adding @ Deck
 SITE PLAN APPROVAL
 DISTRICT BABO USE SFD
 BEDROOMS 3
 5/23/07
 Zoning Administrator



SHERMAN PINES DRIVE
 50' PUBLIC RIGHT OF WAY

SCALE ~~1"=20'~~ 1:20
 1"=50'

Harnett County Planning DepartmentPO Box 65, Lillington, NC 27546
910-893-7527

CONF # _____

 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.

 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.

 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.

 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: Kevin SyellDate: 9/24/2016

OWNER NAME: KEVIN STYELS

APPLICATION #: _____

This application to be filled out only when applying for a new septic system.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR 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)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

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

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative
- Alternative Other
- Conventional Any **LEAST EXPENSIVE**

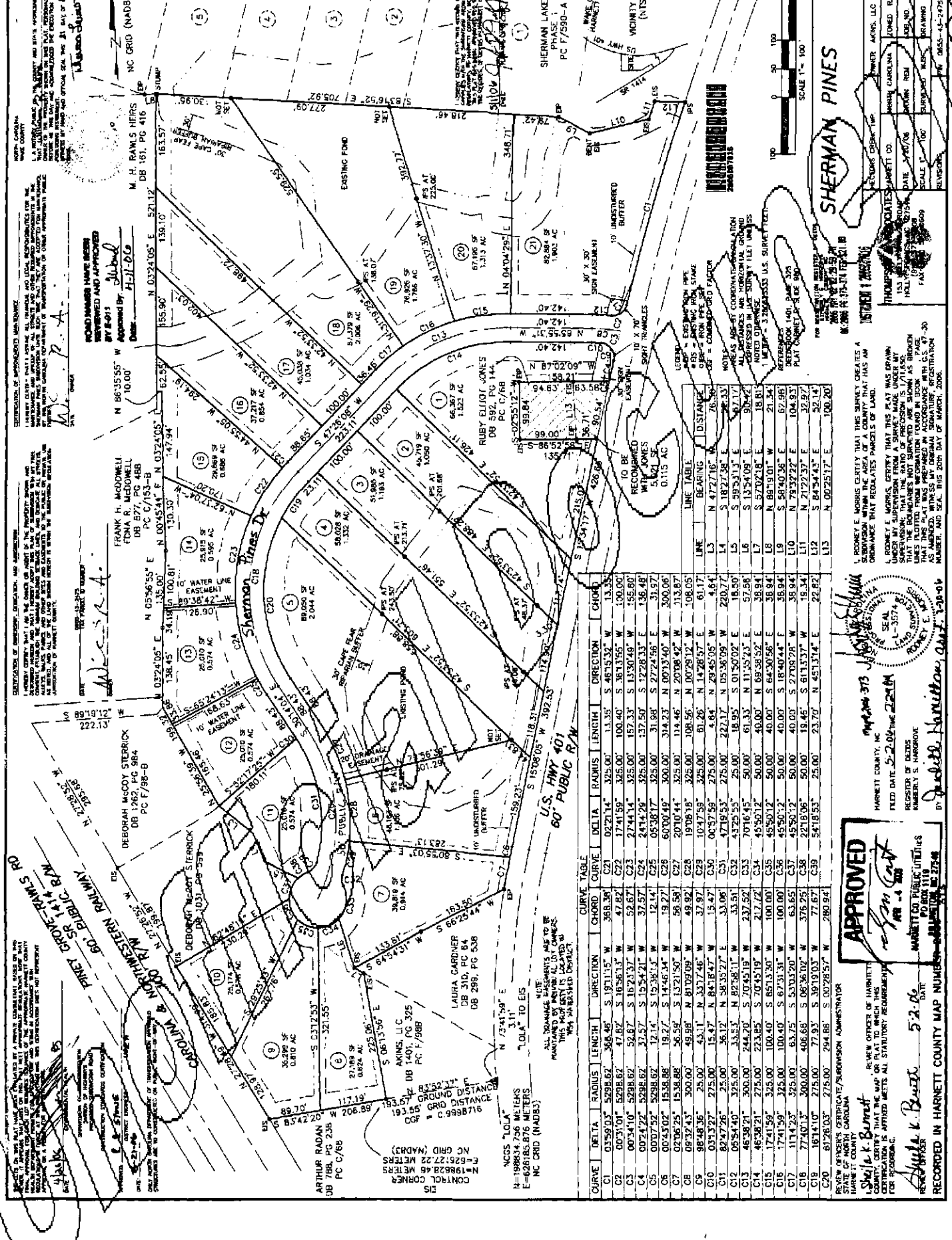
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- 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.


PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

9/26/2006
DATE



SECTION 17, T1N, R10E, S1E, CO. 10, FLA.
 COUNTY OF HARNETT, NORTH CAROLINA
 M. H. RANKS HIRTS
 DB 161, PG 416
 NC GRID (NAD83)

ROAD NUMBER NAME BEING
 REVIEWED AND APPROVED
 BY #415
 Approved By: *[Signature]*
 Date: 11-1-09

FRANK H. MCDOWELL
 FIDR 877, PG 88
 PC C/153-B
 N 05°56'55" E
 N 00°45'44" E
 N 03°24'05" E
 N 03°24'05" E

DEBORAH MCCOY STERRICK
 DB 1262, PG 984
 PC F/98-B
 N 23°52'15" W
 N 23°52'15" W
 N 23°52'15" W

RUBY ELLIOT JONES
 DB 592, PG 144
 PC C/768
 N 04°04'30" W
 N 04°04'30" W
 N 04°04'30" W

LAURA GARDNER
 DB 298, PG 638
 PC F/98B
 N 73°41'58" E
 N 73°41'58" E
 N 73°41'58" E

ARTHUR RADAN
 DB 180, PG 236
 PC C/766
 N 03°24'05" E
 N 03°24'05" E
 N 03°24'05" E

AKINS, LLC
 DB 1401, PG 325
 PC F/98B
 N 08°13'50" E
 N 08°13'50" E
 N 08°13'50" E

SHERMAN PINES
 SHERMAN PINES
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GENERAL INFORMATION: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1978 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, NORTH CAROLINA. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE HARNETT COUNTY REGISTER OF DEEDS AND HAS FOUND NO OTHER SURVEYS OR RECORDS THAT AFFECT THIS SURVEY.

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LINE BEARING DISTANCE
 L1 N 47°27'16" E 76.36'
 L2 S 18°27'36" E 33.33'
 L3 S 9°59'51" E 67.17'
 L4 S 13°54'18" E 90.47'
 L5 S 57°02'18" E 18.81'
 L6 S 58°40'26" E 62.98'
 L7 N 75°32'22" E 104.93'
 L8 S 84°54'13" E 32.14'
 L9 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L10 N 75°32'22" E 104.93'
 L11 S 84°54'13" E 32.14'
 L12 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L13 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L14 S 18°27'36" E 33.33'
 L15 S 9°59'51" E 67.17'
 L16 S 13°54'18" E 90.47'
 L17 S 57°02'18" E 18.81'
 L18 S 58°40'26" E 62.98'
 L19 N 75°32'22" E 104.93'
 L20 S 84°54'13" E 32.14'
 L21 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L22 S 18°27'36" E 33.33'
 L23 S 9°59'51" E 67.17'
 L24 S 13°54'18" E 90.47'
 L25 S 57°02'18" E 18.81'
 L26 S 58°40'26" E 62.98'
 L27 N 75°32'22" E 104.93'
 L28 S 84°54'13" E 32.14'
 L29 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L30 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L31 S 18°27'36" E 33.33'
 L32 S 9°59'51" E 67.17'
 L33 S 13°54'18" E 90.47'
 L34 S 57°02'18" E 18.81'
 L35 S 58°40'26" E 62.98'
 L36 N 75°32'22" E 104.93'
 L37 S 84°54'13" E 32.14'
 L38 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L39 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L40 S 18°27'36" E 33.33'
 L41 S 9°59'51" E 67.17'
 L42 S 13°54'18" E 90.47'
 L43 S 57°02'18" E 18.81'
 L44 S 58°40'26" E 62.98'
 L45 N 75°32'22" E 104.93'
 L46 S 84°54'13" E 32.14'
 L47 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L48 S 18°27'36" E 33.33'
 L49 S 9°59'51" E 67.17'
 L50 S 13°54'18" E 90.47'
 L51 S 57°02'18" E 18.81'
 L52 S 58°40'26" E 62.98'
 L53 N 75°32'22" E 104.93'
 L54 S 84°54'13" E 32.14'
 L55 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L56 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L57 S 18°27'36" E 33.33'
 L58 S 9°59'51" E 67.17'
 L59 S 13°54'18" E 90.47'
 L60 S 57°02'18" E 18.81'
 L61 S 58°40'26" E 62.98'
 L62 N 75°32'22" E 104.93'
 L63 S 84°54'13" E 32.14'
 L64 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L65 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L66 S 18°27'36" E 33.33'
 L67 S 9°59'51" E 67.17'
 L68 S 13°54'18" E 90.47'
 L69 S 57°02'18" E 18.81'
 L70 S 58°40'26" E 62.98'
 L71 N 75°32'22" E 104.93'
 L72 S 84°54'13" E 32.14'
 L73 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L74 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L75 S 18°27'36" E 33.33'
 L76 S 9°59'51" E 67.17'
 L77 S 13°54'18" E 90.47'
 L78 S 57°02'18" E 18.81'
 L79 S 58°40'26" E 62.98'
 L80 N 75°32'22" E 104.93'
 L81 S 84°54'13" E 32.14'
 L82 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L83 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L84 S 18°27'36" E 33.33'
 L85 S 9°59'51" E 67.17'
 L86 S 13°54'18" E 90.47'
 L87 S 57°02'18" E 18.81'
 L88 S 58°40'26" E 62.98'
 L89 N 75°32'22" E 104.93'
 L90 S 84°54'13" E 32.14'
 L91 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L92 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L93 S 18°27'36" E 33.33'
 L94 S 9°59'51" E 67.17'
 L95 S 13°54'18" E 90.47'
 L96 S 57°02'18" E 18.81'
 L97 S 58°40'26" E 62.98'
 L98 N 75°32'22" E 104.93'
 L99 S 84°54'13" E 32.14'
 L100 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L101 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L102 S 18°27'36" E 33.33'
 L103 S 9°59'51" E 67.17'
 L104 S 13°54'18" E 90.47'
 L105 S 57°02'18" E 18.81'
 L106 S 58°40'26" E 62.98'
 L107 N 75°32'22" E 104.93'
 L108 S 84°54'13" E 32.14'
 L109 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L110 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L111 S 18°27'36" E 33.33'
 L112 S 9°59'51" E 67.17'
 L113 S 13°54'18" E 90.47'
 L114 S 57°02'18" E 18.81'
 L115 S 58°40'26" E 62.98'
 L116 N 75°32'22" E 104.93'
 L117 S 84°54'13" E 32.14'
 L118 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L119 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L120 S 18°27'36" E 33.33'
 L121 S 9°59'51" E 67.17'
 L122 S 13°54'18" E 90.47'
 L123 S 57°02'18" E 18.81'
 L124 S 58°40'26" E 62.98'
 L125 N 75°32'22" E 104.93'
 L126 S 84°54'13" E 32.14'
 L127 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L128 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L129 S 18°27'36" E 33.33'
 L130 S 9°59'51" E 67.17'
 L131 S 13°54'18" E 90.47'
 L132 S 57°02'18" E 18.81'
 L133 S 58°40'26" E 62.98'
 L134 N 75°32'22" E 104.93'
 L135 S 84°54'13" E 32.14'
 L136 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L137 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L138 S 18°27'36" E 33.33'
 L139 S 9°59'51" E 67.17'
 L140 S 13°54'18" E 90.47'
 L141 S 57°02'18" E 18.81'
 L142 S 58°40'26" E 62.98'
 L143 N 75°32'22" E 104.93'
 L144 S 84°54'13" E 32.14'
 L145 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L146 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L147 S 18°27'36" E 33.33'
 L148 S 9°59'51" E 67.17'
 L149 S 13°54'18" E 90.47'
 L150 S 57°02'18" E 18.81'
 L151 S 58°40'26" E 62.98'
 L152 N 75°32'22" E 104.93'
 L153 S 84°54'13" E 32.14'
 L154 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L155 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L156 S 18°27'36" E 33.33'
 L157 S 9°59'51" E 67.17'
 L158 S 13°54'18" E 90.47'
 L159 S 57°02'18" E 18.81'
 L160 S 58°40'26" E 62.98'
 L161 N 75°32'22" E 104.93'
 L162 S 84°54'13" E 32.14'
 L163 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L164 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L165 S 18°27'36" E 33.33'
 L166 S 9°59'51" E 67.17'
 L167 S 13°54'18" E 90.47'
 L168 S 57°02'18" E 18.81'
 L169 S 58°40'26" E 62.98'
 L170 N 75°32'22" E 104.93'
 L171 S 84°54'13" E 32.14'
 L172 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L173 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L174 S 18°27'36" E 33.33'
 L175 S 9°59'51" E 67.17'
 L176 S 13°54'18" E 90.47'
 L177 S 57°02'18" E 18.81'
 L178 S 58°40'26" E 62.98'
 L179 N 75°32'22" E 104.93'
 L180 S 84°54'13" E 32.14'
 L181 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L182 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L183 S 18°27'36" E 33.33'
 L184 S 9°59'51" E 67.17'
 L185 S 13°54'18" E 90.47'
 L186 S 57°02'18" E 18.81'
 L187 S 58°40'26" E 62.98'
 L188 N 75°32'22" E 104.93'
 L189 S 84°54'13" E 32.14'
 L190 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L191 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L192 S 18°27'36" E 33.33'
 L193 S 9°59'51" E 67.17'
 L194 S 13°54'18" E 90.47'
 L195 S 57°02'18" E 18.81'
 L196 S 58°40'26" E 62.98'
 L197 N 75°32'22" E 104.93'
 L198 S 84°54'13" E 32.14'
 L199 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L200 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L201 S 18°27'36" E 33.33'
 L202 S 9°59'51" E 67.17'
 L203 S 13°54'18" E 90.47'
 L204 S 57°02'18" E 18.81'
 L205 S 58°40'26" E 62.98'
 L206 N 75°32'22" E 104.93'
 L207 S 84°54'13" E 32.14'
 L208 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L209 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L210 S 18°27'36" E 33.33'
 L211 S 9°59'51" E 67.17'
 L212 S 13°54'18" E 90.47'
 L213 S 57°02'18" E 18.81'
 L214 S 58°40'26" E 62.98'
 L215 N 75°32'22" E 104.93'
 L216 S 84°54'13" E 32.14'
 L217 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L218 N 02°25'17" E 100.00'

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 L219 S 18°27'36" E 33.33'
 L220 S 9°59'51" E 67.17'
 L221 S 13°54'18" E 90.47'
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 L223 S 58°40'26" E 62.98'
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 L226 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L227 N 02°25'17" E 100.00'

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 L228 S 18°27'36" E 33.33'
 L229 S 9°59'51" E 67.17'
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 L232 S 58°40'26" E 62.98'
 L233 N 75°32'22" E 104.93'
 L234 S 84°54'13" E 32.14'
 L235 N 02°25'17" E 100.00'

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 L236 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L237 S 18°27'36" E 33.33'
 L238 S 9°59'51" E 67.17'
 L239 S 13°54'18" E 90.47'
 L240 S 57°02'18" E 18.81'
 L241 S 58°40'26" E 62.98'
 L242 N 75°32'22" E 104.93'
 L243 S 84°54'13" E 32.14'
 L244 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L245 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L246 S 18°27'36" E 33.33'
 L247 S 9°59'51" E 67.17'
 L248 S 13°54'18" E 90.47'
 L249 S 57°02'18" E 18.81'
 L250 S 58°40'26" E 62.98'
 L251 N 75°32'22" E 104.93'
 L252 S 84°54'13" E 32.14'
 L253 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L254 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L255 S 18°27'36" E 33.33'
 L256 S 9°59'51" E 67.17'
 L257 S 13°54'18" E 90.47'
 L258 S 57°02'18" E 18.81'
 L259 S 58°40'26" E 62.98'
 L260 N 75°32'22" E 104.93'
 L261 S 84°54'13" E 32.14'
 L262 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L263 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L264 S 18°27'36" E 33.33'
 L265 S 9°59'51" E 67.17'
 L266 S 13°54'18" E 90.47'
 L267 S 57°02'18" E 18.81'
 L268 S 58°40'26" E 62.98'
 L269 N 75°32'22" E 104.93'
 L270 S 84°54'13" E 32.14'
 L271 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L272 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L273 S 18°27'36" E 33.33'
 L274 S 9°59'51" E 67.17'
 L275 S 13°54'18" E 90.47'
 L276 S 57°02'18" E 18.81'
 L277 S 58°40'26" E 62.98'
 L278 N 75°32'22" E 104.93'
 L279 S 84°54'13" E 32.14'
 L280 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L281 N 02°25'17" E 100.00'

LINE BEARING DISTANCE
 L282 S 18°27'36" E 33.33'
 L283 S 9°59'51" E 67.17'
 L284 S 13°54'18" E 90.47'
 L285 S 57°02'18" E 18.81'
 L286 S 58°40'26" E 62.98'
 L287 N 75°32'22" E 104.93'
 L288 S 84°5

06-5-15809

SHERMAN PINES DR. SITE

U.S. 401

VICINITY MAP (NTS)

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C-1	325.00'	13.35'	2'21"15"	13.35'	S 46'15"05"W

M.H. RAWLS HEIRS
DEED BOOK 161 PAGE 416

MAP #2006-373

(15)
MAP # 2006-373

(17)
MAP # 2006-373

37,217 SQ. FT.
0.854 ACRE

(16)

PROPOSED DWELLING

PROPOSED DRIVEWAY

SHERMAN PINES DRIVE
(50' PUBLIC RIGHT OF WAY)

Revision
 SITE PLAN APPROVAL
 DISTRICT 1A3D USE SFD
 #BEDROOMS 3
 12-22-06
 ZONING ADMINISTRATOR



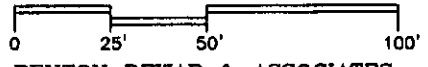
I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS N/A; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN MAP NUMBER 2006-373; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS, PER G.S. 47-30 AS AMENDED.

REGISTRATION NUMBER AND SEAL THIS 17th DAY OF NOVEMBER 2006.

Benton W. Dewar
 PROFESSIONAL LAND SURVEYOR L-3040

THIS PLAT IS OF A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND THAT IS REGULATED BY A COUNTY OR MUNICIPALITY ORDINANCE THAT REGULATES PARCELS OF LAND.

PROPOSED PLAN FOR
BLUE BUILDING & CONSTRUCTION
 LOT 16 SHERMAN PINES
 MAP #2006-373
 HECTORS CREEK TOWNSHIP
 HARNETT COUNTY
 SCALE: 1" = 50' NOVEMBER 17, 2006

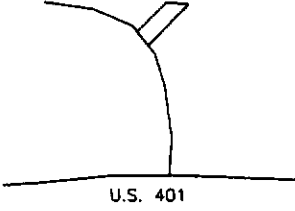


BENTON DEWAR & ASSOCIATES
 PROFESSIONAL LAND SURVEYOR
 5920 HONEYCUTT ROAD
 HOLLY SPRINGS, NC 27540
 (919)-552-9813

REVISED 12/20/06 (GWP)

06-161S
16SHERMA\06\650

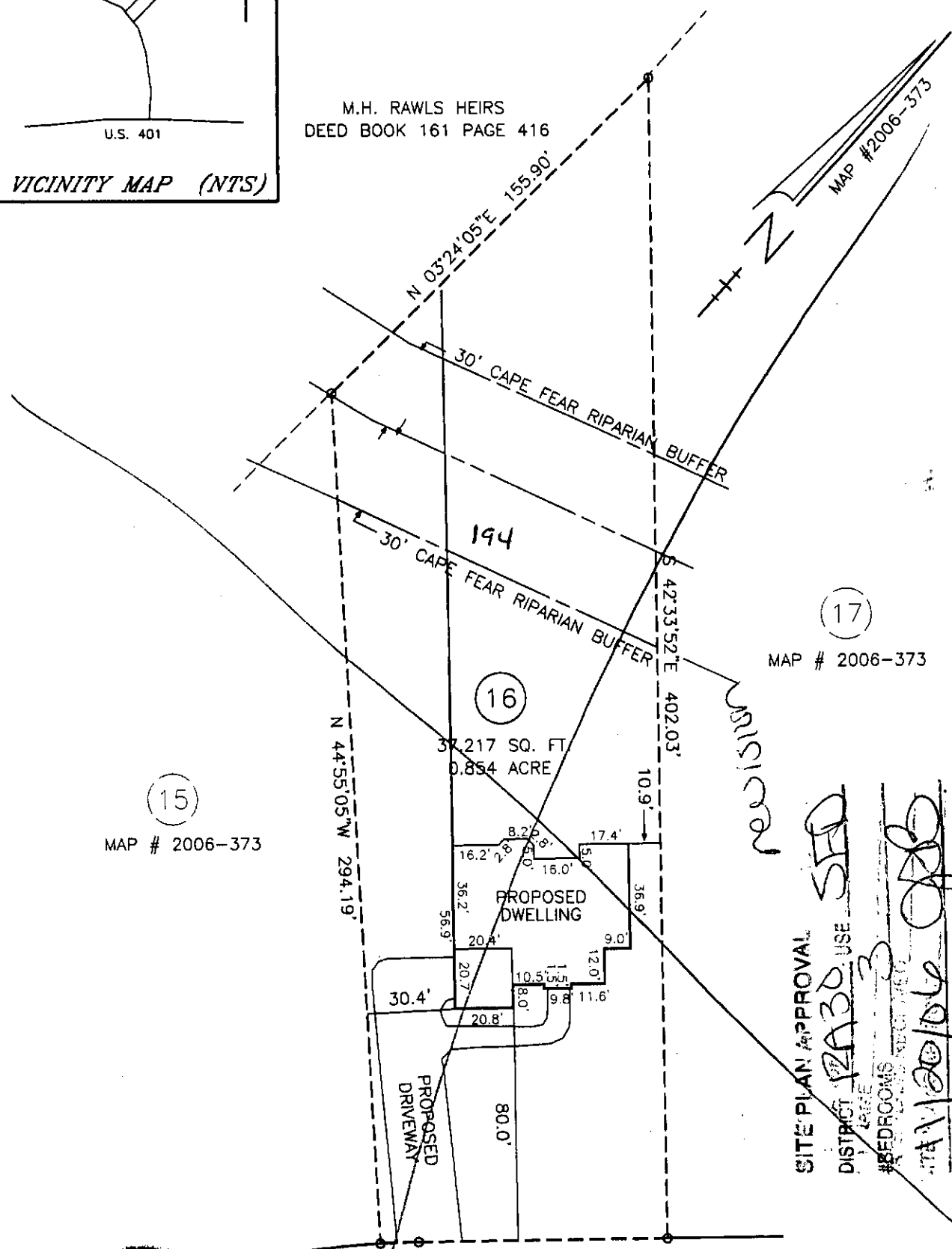
SHERMAN PINES DR. SITE



VICINITY MAP (NTS)

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C-1	325.00'	13.35'	2°21'15"	13.35'	S 46°15'05"W

M.H. RAWLS HEIRS
DEED BOOK 161 PAGE 416



(15)
MAP # 2006-373

(16)

37,217 SQ. FT.
0.854 ACRE

(17)

MAP # 2006-373

PROPOSED DWELLING

PROPOSED DRIVEWAY

SHERMAN PINES DRIVE
(50' PUBLIC RIGHT OF WAY)



MUSICIAN

SITE PLAN APPROVAL
DISTRICT 2A30 USE SED
#BEDROOMS 3
Date 11/20/06
Zoning Administrator

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS N/A; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN MAP NUMBER 2006-373; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS. PER G.S. 47-30 AS AMENDED.

REGISTRATION NUMBER AND SEAL THIS 17th DAY OF NOVEMBER 2006.

Benton W. Dewar
PROFESSIONAL LAND SURVEYOR L-3040

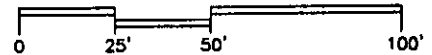
THIS PLAT IS OF A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND THAT IS REGULATED BY A COUNTY OR MUNICIPALITY ORDINANCE THAT REGULATES PARCELS OF LAND.

PROPOSED PLAN FOR
BLUE BUILDING & CONSTRUCTION

LOT 16 SHERMAN PINES
MAP #2006-373

HECTORS CREEK TOWNSHIP
HARNETT COUNTY

SCALE: 1" = 50' NOVEMBER 17, 2006



BENTON DEWAR & ASSOCIATES
PROFESSIONAL LAND SURVEYOR

5920 HONEYCUTT ROAD
HOLLY SPRINGS, NC 27540
(919)-552-9813

06-161S
16SHERMA\06\650

VICINITY MAP (NTS)

M.H. RAWLS HEIRS
D.B. 161, PG. 416

N 03°24'05"E 155.90'

MAP #2006-3

14

MAP # 2006-373

15

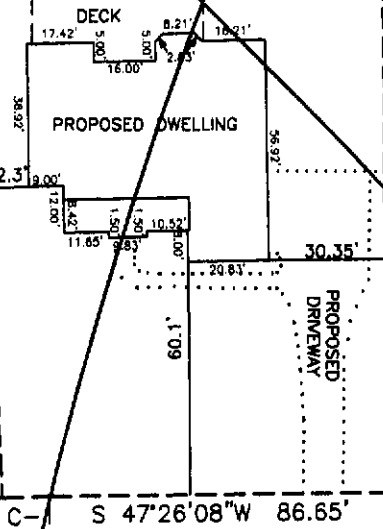
MAP # 2006-373

16

37,217 SQ. FT.
0.854 AC.

N 44°55'05"W 294.19'

S 42°33'52"E 402.03'



SHERMAN PINES DR.
(50' PUBLIC RIGHT OF WAY)

631.9' TO THE CENTERLINE
WITH US HWY. 401

PLAN APPROVAL

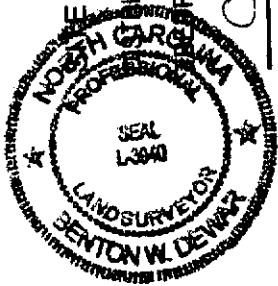
DICT RFA3D USE SFD

ROOMS 3

01/29/06 [Signature]

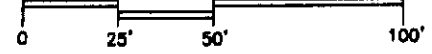
Zoning Administrator

Date



PROPOSED PLAN FOR:
BLUE BUILDING & CONSTRUCTION
LOT 16 SHERMAN PINES
MAP #2006-373
HECTORS CREEK TOWNSHIP
HARNETT COUNTY

SCALE: 1" = 50' SEPTEMBER 28, 2006



BENTON DEWAR & ASSOCIATES
PROFESSIONAL LAND SURVEYOR
5000 HONEYCUTT ROAD

I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION IS 1:10,000. NO SURVEY THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK OF MAPS 2006 PAGE 373. THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS. PER G.S. 47-30 AS AMENDED.

REGISTRATION NUMBER AND SEAL THIS 28th DAY OF SEPTEMBER 2006.

U.S. 401

VICINITY MAP (NTS)

M.H. RAWLS HEIRS
D.B. 161, PG. 416

MAP #2006-373

SITE PLAN APPROVAL

DISTRICT R430 USE SFD

#BEDROOMS 3

[Signature]
ZONING ADMINISTRATOR

MAP # 2006-373

N 03°24'05"E 155.90'

S 42°33'52"E 402.03'

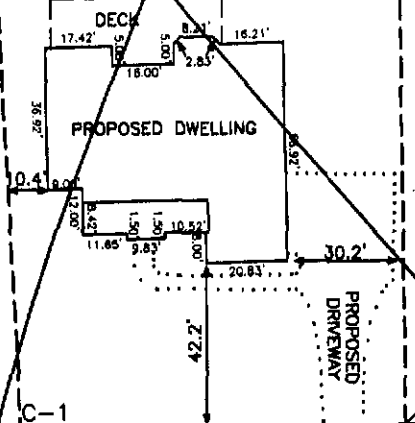
N 44°55'05"W 294.19'

16

37,217 SQ. FT.
0.854 AC.

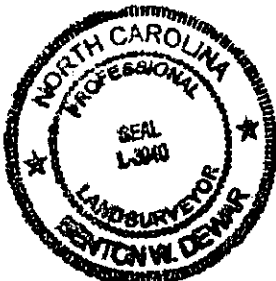
14

MAP # 2006-373



S 47°26'08"W 86.65'

SHERMAN PINES DR.
50' PUBLIC R/W



PROPOSED PLAN FOR
BLUE BUILDING & CONSTRUCTION
 LOT 16 SHERMAN PINES
 MAP #2006-373
 HECTORS CREEK TOWNSHIP
 HARNETT COUNTY
 SCALE: 1" = 50'



I, BENTON W. DEWAR CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1: AND SHOWN THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK MAP #2006-373; THAT THIS PLAT DOES NOT MEET SIZE REQUIREMENTS FOR RECORDING IN THE REGISTER OF DEEDS, PER G.S. 47-30 AS AMENDED.

REGISTRATION NUMBER 2006-373 SEAL THIS 21st DAY OF SEPT 20 06

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).

Blue Boulder Construction LLC as Buyer,
 hereby offers to purchase and Waverly Dev. Corp. 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 Farmington, County of Harnett, State of North Carolina, being known as and more particularly described as:
 Street Address Sherman Pines Drive Zip 27526
 Subdivision Name Sherman Pines
 Plat Reference: Lot# 16, 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 \$ 48,000 and shall be paid as follows:
 (a) \$ 1000.00 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check, other: _____

to be deposited and held in escrow by Alma + Assoc. Realty LLC ("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) \$ 47,000.00, 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: _____ 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, 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.



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



STANDARD FORM 12 - T
 © 7/2005

Buyer Initials JB Seller Initials WA

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes ("Intended Use").
- (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.

4. 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: None

(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: If any seller to pay

5. 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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 _____

6. 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.

7. 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 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.

8. 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.

9. 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 1 SEPT. 22, 2006 at a place designated by Buyer. The deed is to be made to Blue Builders & Construction LLC

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

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.



Buyer Initials fm

J

Seller Initials

MBR 

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 _____, 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 W

Seller Initials W

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. 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. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible 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.

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

14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

15. 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.

16. PARTIES: This 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.

17. 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.

18. 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.

19. 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: 8/17/2006
 Buyer: [Signature] KEVIN M. STYERS (SEAL)

Date: 8/22/06
 Seller: [Signature] (SEAL)

Date: 8/17/2006
 Buyer: [Signature] (SEAL)

Date: _____
 Seller: _____ (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: _____

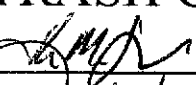
By: _____ (Signature)

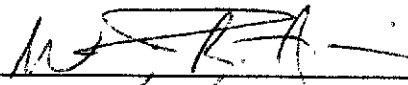
Selling Agent/Firm/Phone None
 Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone [Signature]
 Acting as Seller's (sub)Agent Dual Agent 919-557-4900

SHERMAN PINES

1. BUYER AGREES TO ALL ITEMS IN THE PROTECTIVE COVENANTS.
2. BUILDER/BUYER AGREES TO LIST PROPERTY /HOME WITH Akins & Associates Realty LLC. FROM THE TIME OF PURCHASE TO ONE YEAR AFTER THEY RECEIVE CERTIFICATE OF OCCUPANCY.
3. BUYER AGREES THAT SHOULD THE HOME NOT SELL AND SOMEONE MOVES INTO THE HOME THIS CONSITUTES A SALE AND ALL COMMISSIONS WILL BE PAID TO Akins & Associates Realty LLC.
4. DURING CONSTRUCTION ALL LOTS TO BE KEPT CLEAN AND NEAT. NO TRASH WILL BE ALLOWED ON THE SITE. A DESIGNATED FENCED TRASH AREA WILL BE REQUIRED ON ALL LOTS DURING CONSTRUCTION. (A FEE OF \$50.00 A DAY WILL BE CHARGED FOR A TRASH CLEAN UP)


BUYER _____ KEVIN SMYERS
DATE 8/17/2006 _____


SELLER _____
DATE 8/22/06 _____