

Initial Application Date: 5/29/2007

Application # 07-50017620

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: NC Zip: 27501 Phone #: \_\_\_\_\_

APPLICANT: Biltwell Homes Inc. Mailing Address: 720 Trebor Dr.

City: Garner State: NC Zip: 27529 Phone #: 919-662-1010

PROPERTY LOCATION: SR #: 1429 SR Name: Chalybeate

Address: Lot 58- Dexterfield, Fugway Varinate NC 27526

Parcel: 08-0653-0030-58 PIN: 0653-38-6430

Zoning: RA30 Subdivision: Dexterfield Lot #: 58 Lot Size: .362

Flood Plain: X Panel: 50 Watershed: NA Deed Book/Page: OTP Plat Book/Page: 2006/144

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 N. Take left on Chalybeate Spring Rd. Dexterfield Subdivision on left, Take Dexterfield Dr., Rt. on Bredanow Ct., Rt. on Clayton Ct., Lot on Right on Clayton Ct.

PROPOSED USE:

SFD (Size 47 x 60) # Bedrooms 3 # Baths 2 Basement (w/w/o bath) N/A Garage  Deck  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 1 proposed Manufactured homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Required Residential Property Line Setbacks:	Minimum	Actual
Front	<u>35</u>	<u>36</u>
Rear	<u>25</u>	<u>13.5</u>
Side	<u>10</u>	<u>19.8</u>
Corner	<u>20</u>	<u>N/A</u>
Nearest Building	<u>10</u>	<u>N/A</u>

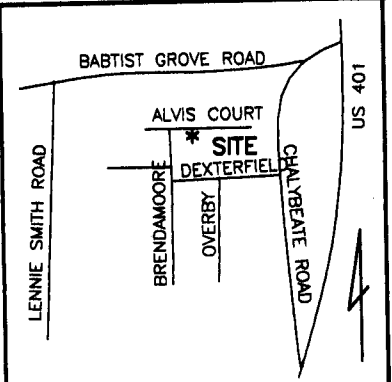
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Mary Ann Lewis - Secretary  
Signature of Owner or Owner's Agent

5/29/07  
Date

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

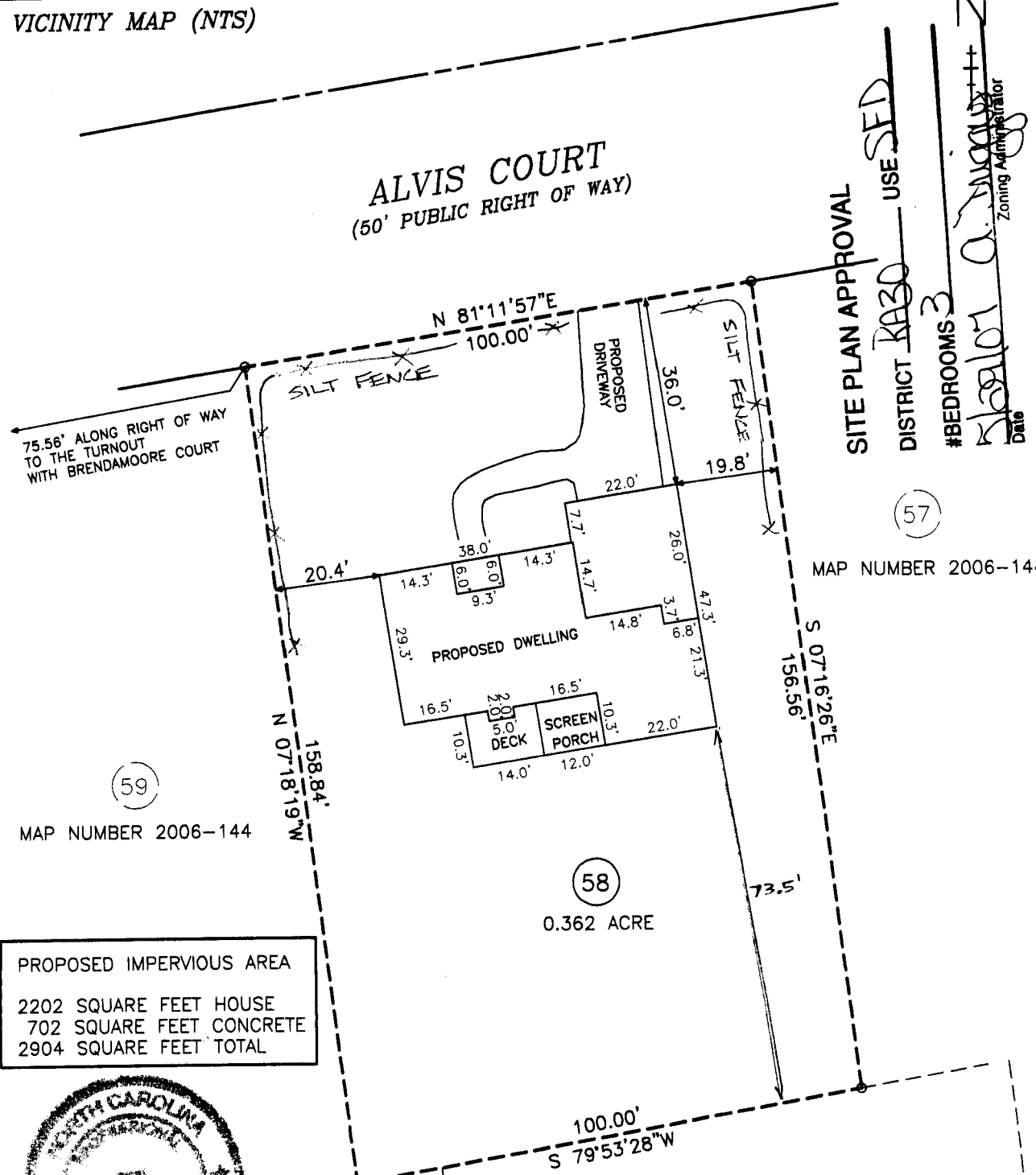
A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE APPLICATION  
Please use Blue or Black Ink ONLY



VICINITY MAP (NTS)

NOTES:  
 AREA BY COORDINATES  
 THIS LOT DOES NOT LIE IN A  
 FLOOD HAZARD AREA PER FEMA  
 MAP #3720064200J, ZONE X  
 EFFECTIVE DATE: OCTOBER 3, 2006  
 PLOT PLAN ONLY, NOT A SURVEY

ALVIS COURT  
 (50' PUBLIC RIGHT OF WAY)



SITE PLAN APPROVAL  
 DISTRICT RA30 USE SED  
 #BEDROOMS 3  
Abigail A. Muggins  
 Zoning Administrator  
 Date

(59)  
 MAP NUMBER 2006-144

(57)  
 MAP NUMBER 2006-144

(58)  
 0.362 ACRE

PROPOSED IMPERVIOUS AREA  
 2202 SQUARE FEET HOUSE  
 702 SQUARE FEET CONCRETE  
 2904 SQUARE FEET TOTAL



PROPOSED PLOT PLAN FOR:  
**BILTWELL HOMES, INC.**

LOT 58 DEXTERFIELD SUBDIVISION  
 MAP NUMBER 2006-144 ZONED RA 30  
 HECTOR'S CREEK TOWNSHIP  
 HARNETT COUNTY NORTH CAROLINA

OWNER NAME: Biltwel Homes Inc.

APPLICATION #: D1-30071026

**\*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

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?
- YES  NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

**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.**

Mary Ann Lewis - Secretary  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

5/29/07  
DATE

**Harnett County Central Permitting Department**

PO Box 65, Lillington, NC 27546  
910-893-7525

**Environmental Health New Septic Systems Test**  
**Environmental Health Code 800**

- Place "property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- 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.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. *No grading of property should be done.*
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. 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. Follow above instructions for placing flags on property.
- 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 910-893-7525 and give code **800** for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

**Health and Sanitation Inspections**

- After submitting plans for food and lodging to Central Permitting, please allow approximately 7-10 working days for plan status. Use Click2Gov or IVR to hear results.
- Once **all** plans are approved, proceed to Central Permitting for remaining permits.

**Fire Marshal Inspections**

- After submitting plans for Fire Marshal review to Central Permitting, please allow approximately 7-10 working days for approval. Use Click2Gov or IVR to hear results. Once **all** plans are approved, proceed to Central Permitting for permits.
- Fire Marshal's letter must be placed 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**

- After submitting plans for Building Inspections, please allow approximately 3 working days for review. Use Click2Gov or IVR to hear results. Once **all** plans are approved, proceed to Central Permitting for permits.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to scheduling final inspection.
- Use Click2Gov or IVR to hear results.

**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 910-893-7525 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation. Check Click2Gov for results and address.

• **Inspection results can be viewed online at <http://www.harnett.org/services-213.asp> then select Click2Gov**

Applicant/Owner Signature Mary Ann Lewis Date 5-29-07

B.H.W.C.I.



# Offer to Purchase and Contract

Billweil Nimms, Inc., as Buyer,  
hereby offers to purchase and Atkins Place Developers LLC, as Seller,  
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 Furman VAHAN  
County of Harris, State of North Carolina, being known as and more particularly described as:  
Street Address \_\_\_\_\_ Zip \_\_\_\_\_  
Legal Description: Lt 58 Dexterfield Subdivision

(  All  A portion of the property in Deed Reference: Book \_\_\_\_\_, Page No. \_\_\_\_\_, \_\_\_\_\_ 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:  
NA

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

4. **PURCHASE PRICE:** The purchase price is \$ 75,000 and shall be paid as follows:  
(a) \$ 500, EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  
 certified check  other: \_\_\_\_\_ to be deposited and held in

escrow by Atkins Place Developers 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) \$ NA, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than  
NA, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ NA, 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) \$ NA, 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) \$ NA, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 34,500, 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 BRL Seller Initials JAL

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: Conventional loan at a  Fixed Rate  Adjustable Rate in the principal amount of 356k (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 4.44 % per annum, with mortgage loan discount points not to exceed NA % of the loan amount. Buyer shall apply for said loan within 5 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 Closing 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 Residential 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: 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: None

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 \$ 15 per Month.

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 \$ NA 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

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.

**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 Hazards 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 NA (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within NA days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring 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 NA, 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 SPC Seller Initials JM

- (e) **Cost Of Repair 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 \$ NA, 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.
- (f) **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 NA. The cost of the appraisal shall be borne by Buyer.
- (g) 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 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 \_\_\_\_\_, 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 5. 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 6/30/07 at a place designated by Buyer. The deed is to be made to Bethel Homes LLC.

**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 JPL Seller Initials JAL



20. **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.

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: 5/15/07  
Buyer Jacob R Lewis (SEAL)  
Date: \_\_\_\_\_  
Buyer \_\_\_\_\_ (SEAL)

Date: 5/16/2007  
Seller J. B. [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: 5/16/07  
Firm: Atkins Place Developer LLC  
By: [Signature] (Signature)

Selling Agent/Firm/Phone Dave Biggestaff / Frankie Mersey / 868-8935  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Individual license # 170259

Listing Agent/Firm/Phone \_\_\_\_\_  
Acting as  Seller's (sub)Agent  Dual Agent  
Individual license # \_\_\_\_\_

## Owner Information

NAME	ATKINS PLACE LLC
ADDR1	
ADDR2	
ADDR3	72 OVERLOOK COURT
CITY	ANGIER
STATE	NC
ZIP	275010000

## Parcel Information

PIN	0653-38-6430.000
PARCEL ID	080653 0030 58
REID	63842
SITUS ADDRESS	ALVIS CT 000091
LEGAL 1	LT#58 DEXTERFIELD SD .362
LEGAL 2	MAP#2006-144
ASSESSED ACRE	1
CALCULATED ACRES	0.35968542
DEED BOOK	02044
DEED PAGE	0564
DEED_DATE	20050218

## Structure Data

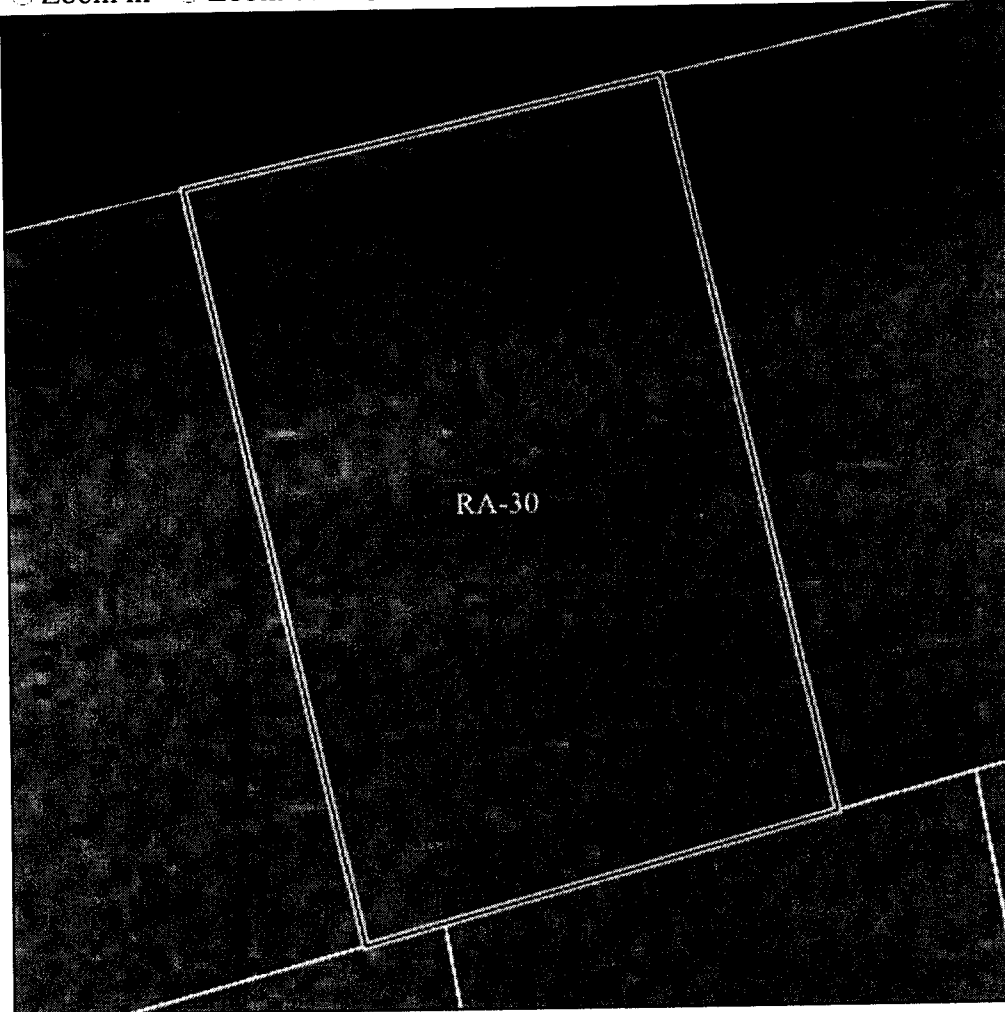
PROPERTY CARD	<a href="#">CLICK HERE</a> 080653 0030 58
HEATED SQ.FT	0
ASSESSED VALUE	22000
SALES PRICE	0
GET SOIL TYPE	<a href="#">CLICK HERE</a>
ZONING	<a href="#">CLICK HERE</a> 080653 0030 58



# Zoning Overlay Results

HARNETT GIS

Zoom in
  Zoom out
  Pan



Map Scale = One Inch = 34

**Owner Information:**

PID	080653 003
NAME	ATKINS PL
ADDRESS	
CITYST	ANGIER, N
ACRES	0.35968542

**Zoning Overlay Res**

ID	Zoning
0	RA-30

Download Results:

[ZoningPolygon\\_080653](#)