

10-28-10
Initial Application Date: 6-25-09
9/26/07

SCANNED
6 6 08
DATE

Application # 0750017897RA

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

LANDOWNER: Hamilton Builders Mailing Address: 286 Pine St East.

City: Lillington State: NC Zip: 27546 Home #: 910-893-8427 Contact #: 910-890-0973

APPLICANT: Arletta Powell Mailing Address: 7187 N Raleigh St

City: Angier State: NC Zip: 27501 Home #: Contact #: 919-427-8654

*Please fill out applicant information if different than landowner
PROPERTY LOCATION: State Road #: 401 State Road Name: US Hwy 401 N. Contact: Phil Stephenson

Parcel: 08 0655 0118 56 PIN: 0655-43-4868-000

Zoning: RA30 Subdivision: Sherman Pines Lot #: 20 Lot Size: 1.318

Flood Plain: NAX Panel: 055 Watershed: IV Deed Book/Page: 2392/285 Plat Book/Page: 2006-373

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: TAKE Hwy 401 N. from Lillington
about 7 miles After PASSING Rawls Church, Sherman Pines Dr.
on your left. Lot 20 on Right

PROPOSED USE: 40x50 60x60
☒ SFD (Size 50 x 90) # Bedrooms 4 # Baths 2.5 Basement (w/w/o bath) Garage Included Deck Included Circle: Crawl Space Slab
☐ Modular: On frame Off frame (Size x) # Bedrooms # Baths Garage (site built?) Deck (site built?)
☐ Multi-Family Dwelling No. Units No. Bedrooms/Unit
☐ Manufactured Home: SW DW TW (Size x) # Bedrooms Garage (site built?) Deck (site built?)
☐ Business Sq. Ft. Retail Space Type # Employees Hours of Operation:
☐ Industry Sq. Ft. Type # Employees Hours of Operation:
☐ Church Seating Capacity # Bathrooms Kitchen Hours of Operation:
☐ Home Occupation (Size x) # Rooms Use Hours of Operation:
☐ Accessory/Other (Size x) Use
☐ Addition to Existing Building (Size x) Use Closets in addition () yes () no

Water Supply: ☒ County () Well (No. dwellings) () Other

Sewage Supply: ☒ New Septic Tank (Must fill out New Tank Checklist) () Existing Septic Tank () County Sewer () Other

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: Comments:

	Front	Minimum	Actual	
		35	50	35 75 Revision - per Eric Heath
Rear		25	250	207 225 No Rec
Side		10	11	+0.23
Sidestreet/corner lot		20	0	Revision 10-28-10 Per New
Nearest Building on same lot		10	0	Customer

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state 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.

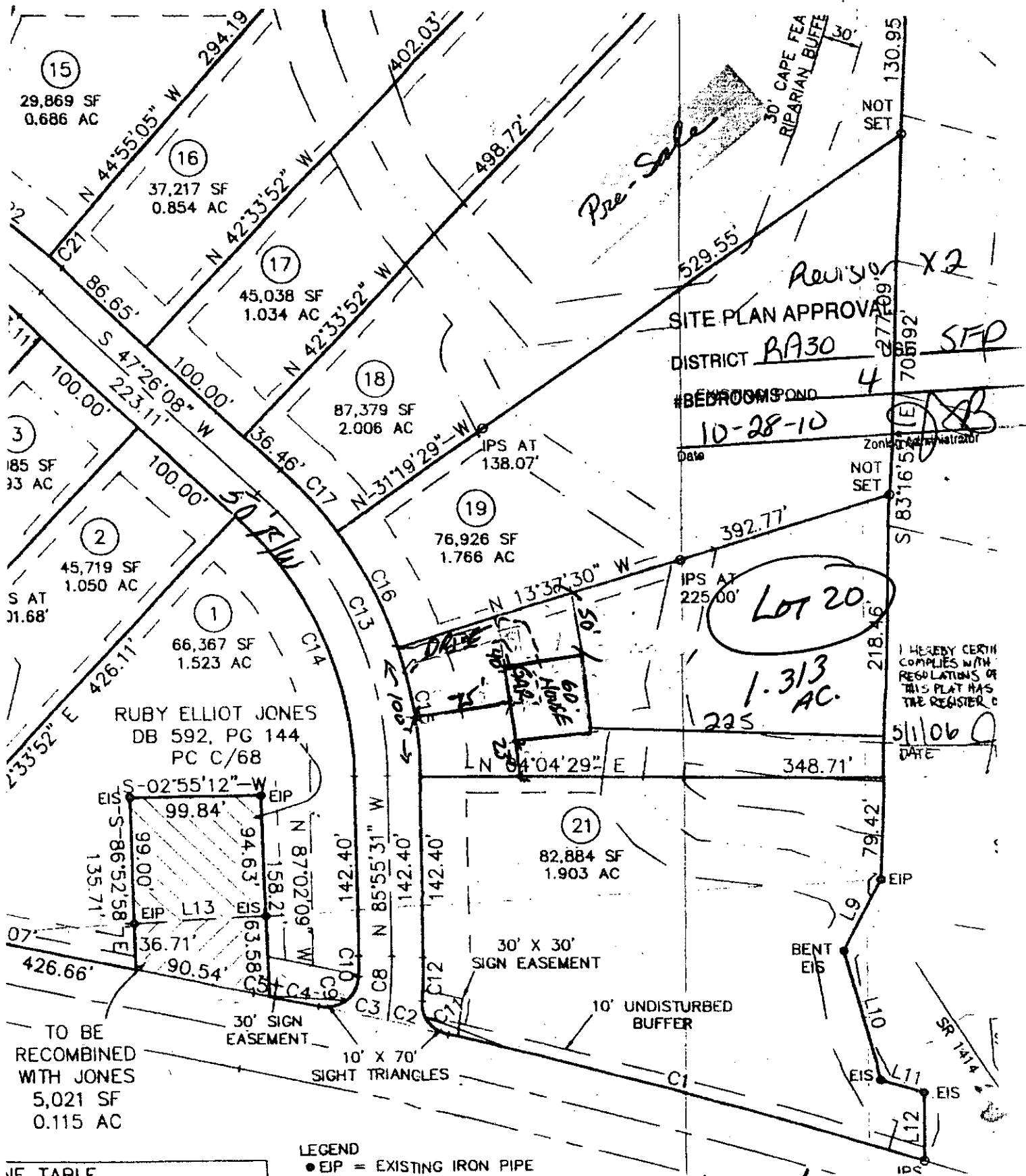
Signature of Owner or Owner's Agent

Date 6/25/07
9/26/07

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

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

Please use Blue or Black Ink ONLY



STEPHENSON BUILDERS INC.
48 SHERMAN PINES DR. LOT 20
F.V. NC.

1.313 ACRES

1" = 100'

10-28-10

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

RE/MAX UNITED

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. 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).

Arietta Jean Powell

hereby offers to purchase and Hamilton Builder, as Buyer,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Harnett County, State of North Carolina,
being known as and more particularly described as:

Address: Street 48 Sherman Pines Drive
City: Fuquay Varina Zip 27526

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: Lt#20 Sherman Pines 1.313
Subdivision Name: Sherman Pines

Plat Reference: Lot 20 Block or Section N/A as shown on
Plat Book or Slide 2006 at Page(s) 373 (Property acquired by Seller in Deed Book 2392 at Page 285).

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. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is \$ 43,500.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 1,000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check
☐ certified check ☐ other: Coldwell Banker Advantage ("Escrow Agent") to be deposited and held in escrow by

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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

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This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS® Inc.
Buyer initials AP Seller initials JP



STANDARD FORM 12-T
Revised 7/2008
© 7/2009

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

17. 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.

18. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

19. 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.

20. 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.

21. 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.

22. 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. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

Buyer ☒ has ☐ has not 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: 10/20/2010
 Buyer: Arlotta Powell (SEAL)
 Date: 10-21-10
 Seller: Hamilton Builder (SEAL)
 Date: _____
 Buyer: _____ (SEAL)
 Seller: _____ (SEAL)