

Initial Application Date: 1-5-11

Application # 1150025838

CU# _____

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

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

LANDOWNER: Village of Lexington, LLC Mailing Address: P.O. Box 1328

City: Cary State: NC Zip: 27512 Contact # Frank Floyd Email: LFFJR1@aol.com

APPLICANT*: Royal Oaks Building Group, LLC Mailing Address: 1210 Trinity Road, Suite 102

City: Raleigh State: NC Zip: 27607 Contact # 919-233-3886 Email: ktalbot@royaloaksbg.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Kelly Talbot Phone # 919.233.3886 x301

PROPERTY LOCATION: Subdivision: Village of Lexington Lot #: 159 Lot Size: 9743 sf

State Road # 112 State Road Name: Red Coat Drive Map Book&Page: 2009 / 227

Parcel: 09956604 0011 66 PIN: 9594-29-1545.000

Zoning: RA-20R Flood Zone: No Watershed: No Deed Book&Page: 02300 / 0836 Power Company*: South River

*New structures with Progress Energy as service provider need to supply premise number OTP from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: From Spring Lake, take Hwy 87 North. Turn left on Plantation Drive. Turn right on Crutchfield Drive. Right on Bicentennial. Left on Red Coat Drive.

PROPOSED USE:

- SFD: (Size 33 x 52) # Bedrooms: 3 # Baths: 2.5 Basement (w/wo bath): _____ Garage: Deck: _____ Crawl Space: _____ Slab:
(Is the bonus room finished? () yes ()no w/ a closet? () yes ()no (if yes add in with # bedrooms)
- Mod: (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes ()no Any other site built additions? () yes ()no
- Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms: _____ Garage: _____ (site built? _____) Deck: _____ (site built? _____)
- Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____
- Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees: _____
- Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes ()no

Water Supply: County _____ Existing Well _____ New Well (# of dwellings using well _____) *MUST have operable water before final

Sewage Supply: _____ New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes ()no

Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks:

| | Minimum | Actual | Comments: |
|------------------------------|-----------|--------------|-----------|
| Front | <u>30</u> | <u>30'</u> | _____ |
| Rear | <u>25</u> | <u>25'.9</u> | _____ |
| Closest Side | <u>5</u> | <u>11'.1</u> | _____ |
| Sidestreet/corner lot | <u>20</u> | <u>20'</u> | _____ |
| Nearest Building on same lot | _____ | _____ | _____ |

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

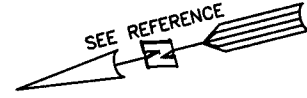
David M. Fisher
Signature of Owner or Owner's Agent

12/20/10
Date

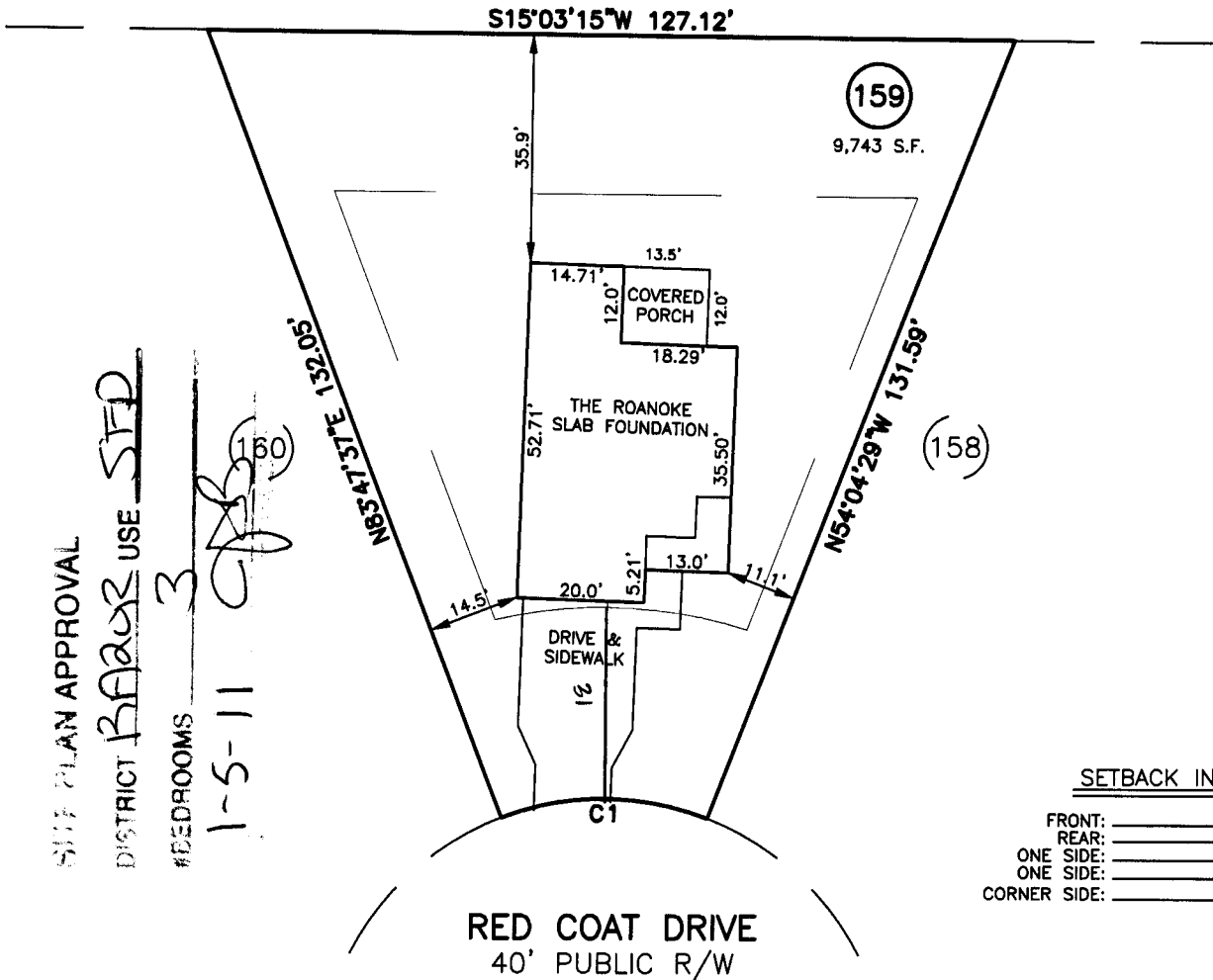
****This application expires 6 months from the initial date if permits have not been issued****
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

PLOT PLAN FOR
ROYAL OAKS BUILDING GROUP, LLC

112 RED COAT DRIVE
 LOT 159, LEXINGTON PLANTATION, VILLAGE AT LEXINGTON, PART 2
 ANDERSON CREEK TOWNSHIP, HARNETT COUNTY, NORTH CAROLINA



CENTENNIAL PARKWAY
 100' PUBLIC R/W



SETBACK INFO

| | |
|--------------|-----|
| FRONT: | 30' |
| REAR: | 25' |
| ONE SIDE: | 5' |
| ONE SIDE: | 10' |
| CORNER SIDE: | 20' |

| NUMBER | RADIUS ' | DELTA | ARC LENGTH ' | CHORD DIRECTION | CHORD LENGTH ' |
|--------|----------|-----------|--------------|-----------------|----------------|
| C1 | 45.00 | 42°08'18" | 33.09 | N14°51'34"E | 32.35 |

LEGEND

- | | |
|--------------------------------|-----------------------|
| () FIELD MEASUREMENT | NDH NEW DRILL HOLE |
| BFP BACK FLOW PREVENTER | NIP NEW IRON PIPE |
| CI CURB INLET | NPK NEW PK NAIL |
| CO SEWER CLEANOUT | OHW OVERHEAD WIRES |
| ECM EXISTING CONCRETE MONUMENT | PNS POINT NOT SET |
| EDH EXISTING DRILL HOLE | TP TELEPHONE PEDESTAL |
| EIS EXISTING IRON STAKE | TR TRANSFORMER |
| EIP EXISTING IRON PIPE | TV CABLE TV PEDESTAL |
| EPK EXISTING PK NAIL | UP UTILITY POLE |
| ES ELECTRIC STUB | WM WATER METER |
| FES FLARED END SECTION | WV WATER VALVE |
| LP LIGHT POLE | YI YARD INLET |
| MH MANHOLE | |

REFERENCES:

B.M. 2009, PGS. 227-229

NOTES

1. NOT FOR RECORDING IN MAP BOOKS.
2. THIS SURVEY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

AGREEMENT TO AMEND CONTRACT

WARNING: ALL PARTIES, INCLUDING ANY LENDER, MUST BE PROVIDED A COPY OF THIS AGREEMENT

Royal Oaks Building Group, LLC, as Buyer, and Village of Lexington, LLC, as Seller,

have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract - Vacant Lot/Land (form 12-T) ("Contract") regarding the purchase and sale of the following property (insert property address):

Lots 165-191, 76-80, + 85-88 Village of Lexington ("Property").

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:

Additional Property - See exhibit C For additional property to be added to the contract.

Purchase Price. The purchase price is hereby changed to: \$
Additional Earnest Money. \$ additional earnest money deposit shall be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

Loan Condition. The loan condition is hereby amended as follows [check all applicable box(es)]:
Type: The type of loan Buyer must be able to obtain is hereby changed to:
Fixed/Adjustable Rate: The type of loan rate is hereby changed to:
Principal Amount: The principal amount of the loan is hereby changed to:
Term: The term of the loan is hereby changed to: year(s)
Interest Rate: The interest rate for the loan is hereby changed to: an initial rate not to exceed %
Mortgage Loan Discount Points: The mortgage loan discount points are hereby changed to: not to exceed % of the loan amount
Loan Origination Fee: The loan origination fee is hereby changed to: not to exceed % of the loan amount
Loan Application: The number of days following the Effective Date within which Buyer shall make written application for the Loan, authorize any required appraisal and pay any necessary fees is hereby changed to: days
Buyer's Right to Terminate: The number of days following the Effective Date within which Buyer shall have the right to terminate this contract because Buyer is not satisfied that the Loan will be approved and funded is hereby changed to days.

Expenses. The amount Seller shall pay at Closing toward Buyer's expenses associated with the purchase of the Property is hereby changed to: \$

Inspections/Repair Negotiations. The timeframe(s) for Inspections/Repair Negotiations set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is/are hereby amended as follows [check all applicable box(es)]:
Repair Notice Date. The Repair Notice Date set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is hereby changed to:
Seller's Response Time: The number of days within which Seller shall provide written notice to Buyer of Seller's response to Buyer's written notice of Necessary Repairs is hereby changed to days.
Buyer's Response Time: The number of days within which Buyer shall deliver Buyer's written decision after receiving Seller's written response to Buyer's written notice of Necessary Repairs is hereby changed to days.

Soil, Utilities and Environmental Contingency Date (form 12-T only). The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (a) of paragraph 13 of the Contract cannot be satisfied is hereby changed to:

Sewer System Date (form 12-T only). The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (b) of paragraph 13 of the Contract cannot be satisfied is hereby changed to:

Water Well Date (form 12-T only). The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (c) of paragraph 13 of the Contract cannot be satisfied is hereby changed to:



North Carolina Association of REALTORS®, Inc.

Seller initials Buyer initials



STANDARD FORM 330-T Revised 7/2009 © 7/2009

Option Termination Date. The Option Termination Date set forth in Alternative 2 of the Contract is hereby changed to: _____.

Option Fee. \$ _____ additional Option Fee shall be paid to Seller on _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

Closing Date. The Closing Date is hereby changed to: on or before See New Exhibit A.

Contract for Buyer's Property (form 2A2-T only). The date by which Buyer shall enter into a Contract for Buyer's Property is hereby changed to: _____.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: _____ Date _____ Seller: _____ Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

EXHIBIT C

Additional Property to be added to the Vacant Lot Purchase Agreement shall include Lots 89, 90, 94, 95, 96, 97, 98, 112, 113, 114, 129, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 162, 163, 164 in Lexington Plantation: Village of Lexington.

SELLER:

VILLAGE OF LEXINGTON, LLC

Date of Execution

Frank Floyd, Manager

BUYER:

ROYAL OAKS BUILDING GROUP, LLC

Date of Execution

Richard L. Van Tassel, II, Manager