

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793

LANDOWNER: Odom Investments Inc. Address: 4524 North Plantation Drive
City: Little River State: SC Zip: 29566 Phone #: 843-399-1849

APPLICANT: Kent Pierce Address: P.O. Box 42535
City: Fayetteville State: NC Zip: 28309 Phone #: 910 424-1294

PROPERTY LOCATION: SR #: 1115 SR Name: Buffalo Lake Road
Parcel: 03958506002083 PIN: 9586-59-6844
Zoning: R220R Subdivision: Peachtree Crossings Lot #: 54 Lot Size: 100' x 205' .491 AC
Flood Plain: X Parcel: 0005 Watershed: N/A Deed Book/Page: 1023/0218 Plat Book/Page: MAP 2000-161 98-413

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take Hwy 27 west - turn left onto Buffalo Lake Rd - turn right into Peachtree Crossings onto Peachtree Lane - turn left onto Ribbon Oak Court lot on right

PROPOSED USE: Plani Tde kitchen
 Sg. Family Dwelling (Size 33 x 50) # of Bedrooms 3 Basement no Garage yes Deck no patio 12' x 14' concrete
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size ___ x ___) # of Bedrooms _____ Garage _____ Deck _____

Comments: _____
 Number of persons per household _____
 Business Sq. Ft. Retail Space _____ Type _____
 Industry Sq. Ft. _____ Type _____
 Home Occupation (Size ___ x ___) # Rooms _____ Use _____
 Accessory Building (Size ___ x ___) Use _____
 Addition to Existing Building (Size ___ x ___) Use _____
 Other _____

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

Sewer: Septic Tank/ Existing: YES NO County Other _____

Erosion & Sedimentation Control Plan Required? YES NO

Structures on this tract of land: Single family dwellings 1/prop Manufactured homes _____ Other (specify) _____

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

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35'</u>	<u>45'</u>	Rear	<u>25'</u> <u>127'</u>
Side	<u>10'</u>	<u>25'</u>	Corner	<u>20'</u> <u>N/A</u>
Nearest Building	<u>20'</u>	<u>50'</u>		

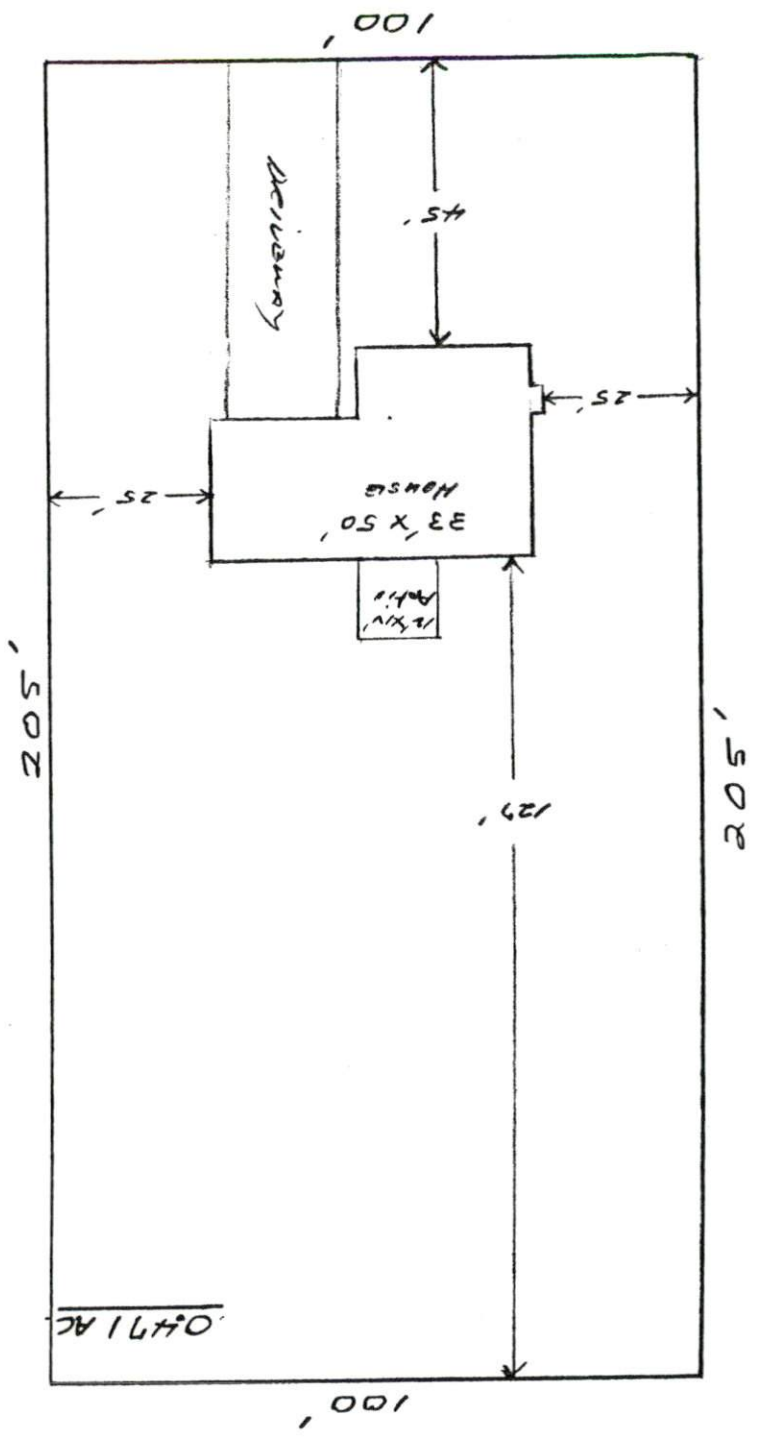
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications on plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

[Signature]
Signature of Applicant

9/14/01
Date

#950 9-14-01

Lot # 54
 Peachtree Crossings
 S/D



SITE PLAN APPROVAL
 DISTRICT RA2008 USE SFD
 #BEDROOMS 3
 Date 9-14-01 Sheppard
 Zoning Administrator

Required Property Line Setbacks

	Minimum	Actual
Front	35'	45'
Side	10'	25'
Corner	25'	25'
Rear	10'	27'
Nearest Building		11'

1" = 30'

PEARL TREE CROSSING PHASE II 39 LOTS

... (unreadable) ...
 to dedicate all streets, alleys, walks, parks, and other
 sites to public or private use as noted, and all of the land
 within the subdivision regulation jurisdiction of
 except:

19 03-9587-0020
 Tax Parcel ID

Owner or Agent

THIS PLAN HAVE BEEN EVALUATED BY A PRIVATE
 AGENT ON THIS REVIEW, IT APPEARS THAT LOT(S) ON
 THIS PLAN MEET ALL APPROPRIATE REGULATIONS. NOTE THAT FINAL
 PLAT FOR EACH LOT REQUIRES ISSUANCE OF THE APPROPRIATE
 HEALTH DEPARTMENT PERMITS FOR SPECIFIC USE
 IN ACCORDANCE WITH REGULATIONS IN FORCE AT THE
 TIME OF PLATING. THIS CERTIFICATION DOES NOT REPRESENT
 A PERMIT FOR ANY SITE WORK.

ENVIRONMENTAL HEALTH
 TRANSPORTATION
 DIVISION FOR
 STANDARDS CERTIFICATION

DISTRICT ENGINEER

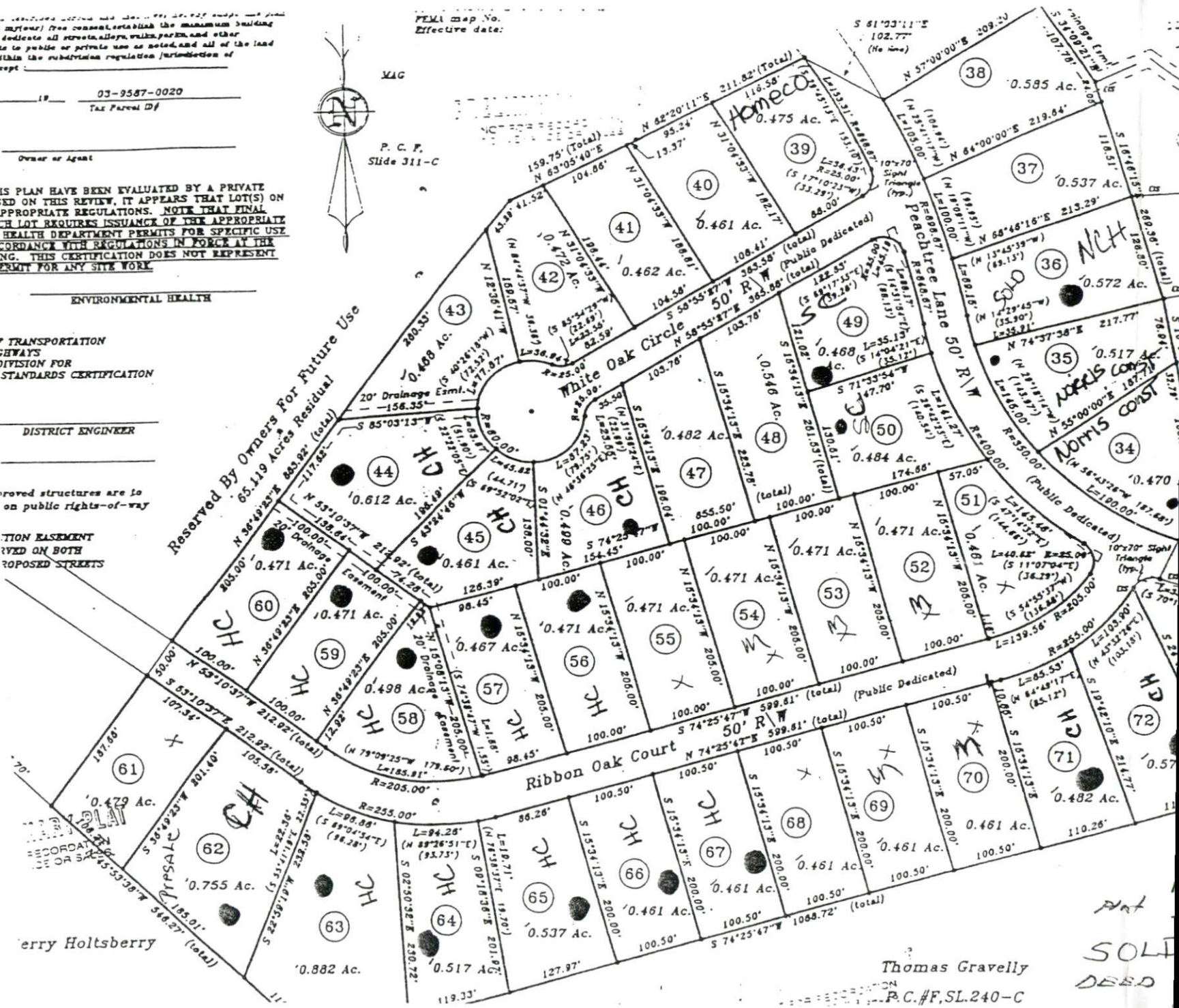
Improved structures are to
 be on public rights-of-way

PLAT EASEMENT
 REQUIRED ON BOTH
 PROPOSED STREETS

FEMA map No.
 Effective date:



P. C. F.
 Slide 311-C



erry Holtzberry

Thomas Gravelly

P.C.#F,SL.240-C

SOLD
 DEED

OFFER TO PURCHASE AND CONTRACT

Odom Investments, Inc.

NPS Associates

as Buyer,

as Seller,

hereby offers to purchase and

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 Sanford, County of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address: Lots 52, 53, 54, 70 and 79 Zip 28326

Legal Description: Lots 52, 53, 54, 70 & 79 Peachtree Crossing, Phase II Map 98 Pg 412 BCR

([X] All [] A portion of the property in Deed Reference: Book _____, Page No. _____, Harnett County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property. EXCEPT the following items:

n/a

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: n/a

4. PURCHASE PRICE: The purchase price is \$ 62,500.00 and shall be paid as follows:

(a) \$ 0.00, EARNEST MONEY DEPOSIT with this offer by [X] cash [X] personal check [X] bank check [] certified check [] other:

to be deposited and held in escrow by _____

("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event (1) this offer is not accepted; or (2) any of the conditions here to are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies 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) \$ 0.00, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____

TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 0.00, 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.

(d) \$ 0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 62,500.00, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a _____ FHA _____ VA (attach FHA/VA Financing Addendum) _____ Conventional _____ Other _____ loan at a _____ Fixed Rate _____ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an 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. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: Lead Remediation, Bayview Stamps

(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 free simple marketable 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: n/a

(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: n/a

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 \$0.00 per _____.

8. CLOSING EXPENSES: 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. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

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,

