



App # 01-5-3748

Fee 20⁰⁰

LAND USE PERMIT

Receipt 98-6003

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

Permit 09522

Date 12.9.98

LANDOWNER INFORMATION:

Name Whittenton Builders
Address 1655 TILGHMAN Rd
DUNN N.C.
Phone 894-5591 H SAME W

APPLICANT INFORMATION:

Name Same
Address _____
Phone _____ H _____ W _____

PROPERTY LOCATION:

Street Address Assigned _____
SR # 1415 Rd. Name Rawls Church Rd Township 08 Zoning District RA-40
out of PIN 0664-39-7975 PARCEL 08-0664-0112/08-0664-0112-C
Subdivision Legacy at Rawls Lot # 31 Lot/Tract Size .678
Flood Plain X Panel 50 Deed Book offer to Page Purchase
Watershed District IV Plat Book 98 Page 545 B

Give Directions to the Property from Lillington: 210 North to Angier nc 58
To Rawls Church Rd 3 miles on Right

*Revised new appl #01-5-3748
by [signature] 2 Baths added in w/ size c/y*

PROPOSED USE:

- Sg. Family Dwelling (Size 16 40 75 x 30) # of Bedrooms 3 Basement — Garage 22 x 22
Deck 10 x 12
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size x) # of Bedrooms _____ Garage _____ Deck _____
- Number of persons per household _____
- Business Sq. Ft. Retail Space _____ Type _____
- Industry Sq. Ft. _____ Type _____
- Home Occupation No. Rooms/Size _____ Use _____
- Accessory Building Size _____ Use _____
- Addition to Existing Building Size _____ Use _____
- Sign Size _____ Type _____ Location _____
- Other _____

Water Supply: County Well (No. dwellings _____) Other _____
Sewer: Septic Tank (Existing? No) County Other _____
Erosion & Sedimentation Control Plan Required? Yes _____ No X

NOTE: A site plan must be attached to this Application, drawn to scale on an 8.5 by 11 sheet, showing: existing and proposed buildings, garages, driveways, decks, accessory buildings, wells, and any wells within 40 feet of your property line.

LAND USE PERMIT IS REQUIRED WHEN PICKING UP SEPTIC, BUILDING AND SET-UP PERMITS

SETBACK REQUIREMENTS	ACTUAL	MAX	MINIMUM REQUIRED
Front Property Line	50		35
Side Property Line	30		10
Corner Side Line			20
Rear Property Line	420-70		25
Nearest Building			
Stream			
Percent Coverage			

see attached

Are there any other structures on this tract of land? No
 No. of single family dwellings _____ No. of manufactured homes _____ Other (specify) _____

Does the property owner of this tract of land own any land that contains a manufactured home within five hundred feet (500') of the tract listed above? Yes _____ No X

I hereby CERTIFY that the information contained herein is true to the best of my knowledge: and by accepting this permit shall in every respect conform to the terms of this application and to the provisions of the Statutes and Ordinances regulating development in Harnett County. Any VIOLATION of the terms above stated immediately REVOKES THIS PERMIT. I further understand this structure is not to be occupied until a Certificate of Occupancy is issued.

D. Percy Whittaker Sr.
 Landowner's Signature
 (Or Authorized Agent)

12-9-98
 Date

THIS PERMIT EXPIRES 6 MONTHS FROM THE DATE ISSUED IF NO WORK HAS BEGUN BEFORE THAT DATE.

FOR OFFICE USE ONLY

Copy of recorded final plat of subdivision on file? yes

Is the lot/tract specified above in compliance with the Harnett County
 Subdivision Ordinance _____
 Watershed Ordinance _____
 Manufactured Home Park Ordinance _____

ISSUED _____ DENIED _____

Comments:

M. Buckland
 Zoning/Watershed Administrator

12.9.98
 Date

SITE PLAN APPROVAL

DISTRICT RA-40 USE SFD

#BEDROOMS 3

Date 12.9.98 DeBuerckend

Zoning Administrator

COMMONS AREA
Legacy At Rawls
Map Two

POND

Legacy At Rawls
Map Two

WARNING STATEMENT

plat are not
FEMA 100 year
as shown on
15C0050D
11.18.1990

Legacy At Rawls
Map One

35

20

21

22

23

25

26

27

28

29

24

33

32

31

34

L=231.91'
(S 89°29'27"E)
(230.64')

(S 88°58'05"W)
(172.54')

L=173.00'

R=688.98'

L=231.91'
(S 89°29'27"E)
(230.64')

L=84.75'

(N 80°18'53"W)
(84.89')

L=84.75'

L=12.60'

L=40.01'

L=25.68' 109.33'
(S 77°58'31"E)
(25.67')

L=105.68'

L=100.00'

L=172.91'

L=172.91'

L=173.00'

L=113.42'

L=99.08'

L=135.00'

L=136.68'

L=136.68'

L=136.68'

L=136.68'

L=118.95'

L=116.24'

L=172.91'

L=145.85'

L=186.71'

L=136.68'

L=136.68'

L=135.00'

L=136.68'

L=136.68'

L=136.68'

L=136.68'

L=50.03'

L=116.24'

L=172.91'

L=101.19'

L=186.71'

L=136.68'

L=136.68'

L=156.32'

L=156.21'

L=156.21'

L=96.82'

L=135.00'

L=136.68'

L=136.68'

(518.43' Total)

(352.01' Total)

(336.38' Total)

(352.01' Total)

(352.01' Total)

(502.37' Total)

(502.37' Total)

(1028.37' Total)

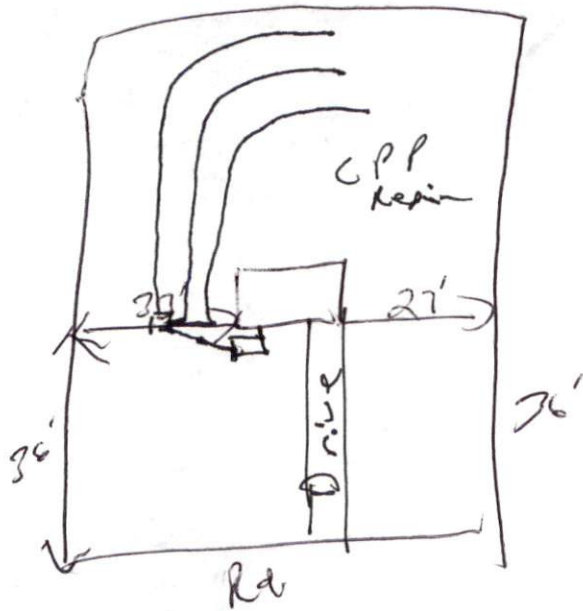
(1028.37' Total)

20' Drainage Easement

Drainage Easement

Drainage Easement
Width Varies

18.28"
~~30~~
3x100



OFFER TO PURCHASE AND CONTRACT

Whitney Builders, Inc.

hereby offers to purchase and Four W's, as Buyer,
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 rural Fuquay Varina, County of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address SR 1415 Rawls Church Road,
Legal Description: Lot 3 & 31 Zip 27526

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

NOTE: Prior to signing the 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 and shades including window 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 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 \$ 46,400.00

(a) \$ 1,000.00, EARNEST MONEY DEPOSIT by cash personal check bank check certified check other _____ to be deposited and held in escrow by Johnson Properties Realtors & Auctioneers, Inc. as

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 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) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A.

(c) \$ N/A, 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) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 45,400.00, 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) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: N/A loan at a Fixed Rate Adjustable Rate Other: N/A of N/A

for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. 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 loan closing costs including discount points, those costs are as follows: N/A

In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for purposes RA-40

(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 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 governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property; and no owners' association special assessments, except as follows: None

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, 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 \$ N/A per N/A

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 _____

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

- Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the Residential Property 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 upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.
- Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Land only
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, 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. Inspections must be completed on or before N/A. 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.

(c) 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 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.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representative for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. 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 December 24, 1998, at a place designated by Buyer. The deed is to be made to WHITTENOR BUILDERS, INC.

15. 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.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

- A. This lot is being sold subject to the restrictive covenants entitled Legacy at Rawls recorded in Harnett County.
- B. This offer is subject to final approval by Harnett County Environmental Health for septic system prior to closing at buyers expense.
- C. Buyers should make an independent investigation as to whether this property is effected by the floodplain or flood hazard zone as well as the possibility that there may be wetlands contained on the property.

17. 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 returned 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.

18. 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.

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 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. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. 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.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: November 24, 1998 Date: November 24, 1998

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms of this contract.