

Initial Application Date: 6/10/02

Application 2-50004907

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: Proposed purchase to Bass Built Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____

APPLICANT: Bass Built Homes, Inc. Mailing Address: 2118 Pine Wood Terr
City: Fay State: NC Zip: 28304 Phone #: (910) 864-1253

PROPERTY LOCATION: SR #: 1120 SR Name: Overhills Road
Parcel: 01-0535-01-0100-01 PIN: 0515-00-0130
Zoning: RA-20A Subdivision: Stone Cross Phase I Lot #: 13 Lot Size: .4 acre
Flood Plain: X Panel: 0105 Watershed: DA Deed Book/Page: OTP Plat Book/Page: 0000/129

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: follow 105 toward Sp. Lake. Turn right onto Ray Rd. Turn right onto Overhills Rd. S-d on left. lot on left .5 mi down.

PROPOSED USE:

- Sg. Family Dwelling (Size 71 x 30) # of Bedrooms 3 # Baths 2.5 Basement (w/wo bath) X Garage X Deck ?
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
- Comments: _____
- Number of persons per household 6
- 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

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other

Erosion & Sedimentation Control Plan Required? YES NO

Structures on this tract of land: Single family dwellings 1 prep 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>35</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>16</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u>—</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.

Debra A Bass
Signature of Applicant

6/10/02
Date

#591 626(S)

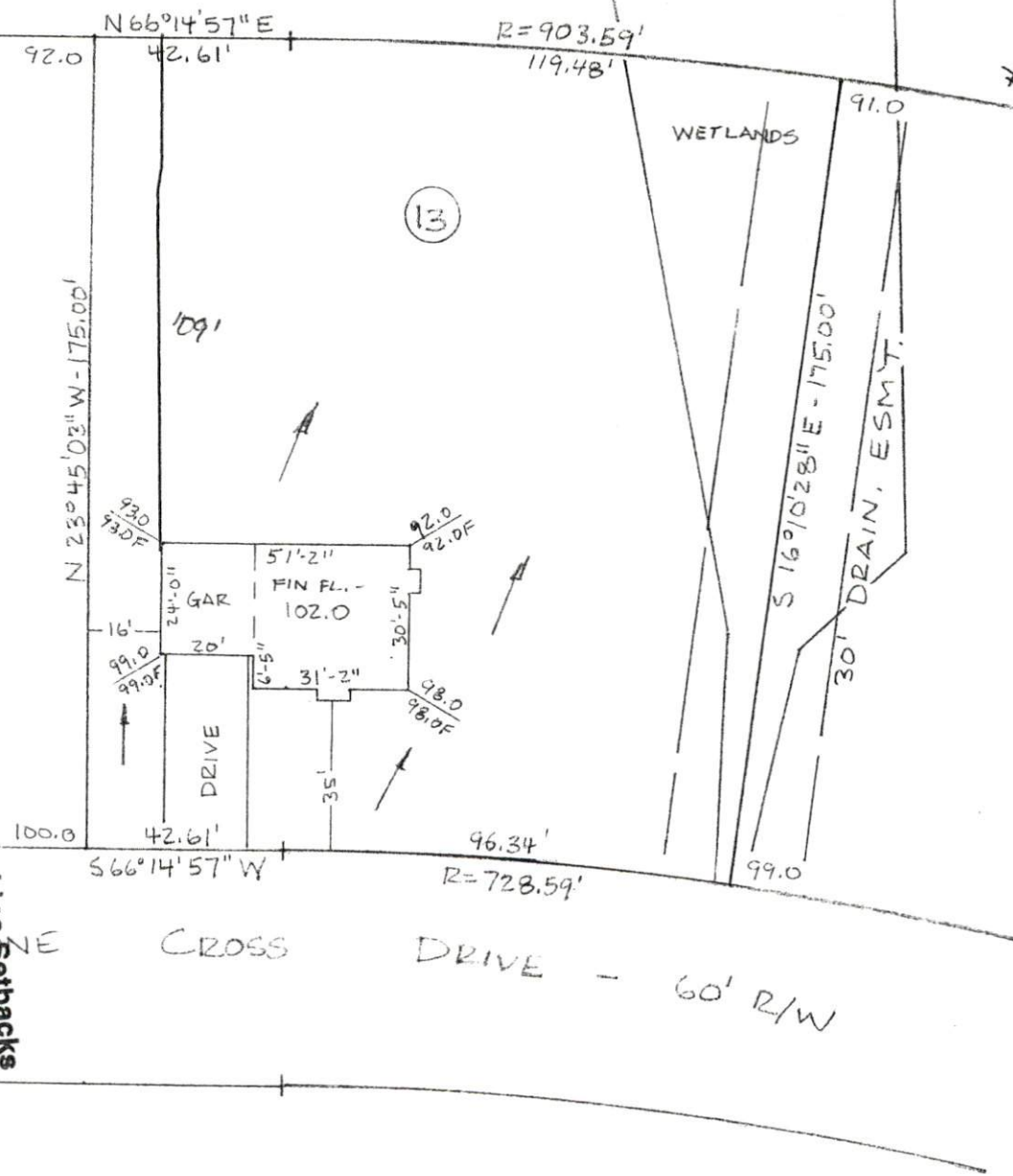
This application expires 6 months from the date issued if no permits have been issued

NOTE: THIS PLOT PLAN DOES NOT REPRESENT A PHYSICAL SURVEY OF THE LOT AND NO RELIANCE SHOULD BE PLACED IN ITS ACCURACY. THIS PLOT PLAN WAS DRAWN FOR THE PURPOSE OF OBTAINING BUILDING PERMITS. ELEVATIONS ASSUMED.

SITE PLAN APPROVAL
 DISTRICT RA-200k USE 5FD
 #BEDROOMS 3
 Date 18 June 02
 Zoning Administrator [Signature]

Required Property Line Setbacks

Front	Side	Corner	Rear	Nearest Building
Minimum 35'	Minimum 35'	Minimum 35'	Minimum 35'	Minimum 35'
Actual 35'	Actual 35'	Actual 35'	Actual 35'	Actual 35'



PLOT

PLAN

OWNER

BASS BUILT HOMES, INC

LOCATION

HARNETT COUNTY NORTH CAROLINA

SCALE 1" = 40'

DATE JUNE 17, 2002

LOT 13 OF STONE CROSS - PHASE ONE

BOOK OF PLATS MAP 2000-129A PAGE

[Signature]
 JOHN F. DAVIS, P.L.S. L-797

OFFER TO PURCHASE AND CONTRACT

Bass Built Homes Inc

as Buyer, hereby offers to purchase and Stone Cross Estates 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 N/A, State of North Carolina, being known as and more particularly described as: Street Address _____, Zip _____

Legal Description: LOTS 13, 16, 20, 21, 22, 23, 45, 46, 47, 58, 59, 70 Stone Cross Subdivision Phase I () All () A portion of the property in Deed Reference: Book 2000, Page No. 129, _____ 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, walk 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 \$ 20,000/lot for a total of \$ 24,000 and shall be paid as follows: (a) \$ 13,200 EARNEST MONEY DEPOSIT: by () cash () personal check () bank check () certified check () other _____ to be deposited and held in escrow by The Sanford Holmstrom Law Firm _____ 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.

(c) \$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan (a) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

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

(e) \$ 250,000 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 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 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: _____

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 single-family 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 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:

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following terms 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 \$ _____ 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, 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 acceptance of this offer, 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.

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.

Handwritten signature and initials CGB

2. PROPERTY DISCLOSURE AND INSPECTIONS:

- 1) Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- 2) Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- 3) Buyer has the right to terminate or withdraw the 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.
- 4) Except from Residential Property Disclosure Statement because (SBE CRJUDL185)

Buyer is advised to have any inspections conducted prior to the closing of the property. Buyer shall be responsible for the cost of any inspections. Buyer shall be responsible for the cost of any repairs or remediation of any defects identified in the inspection report. Buyer shall be responsible for the cost of any repairs or remediation of any defects identified in the inspection report. Buyer shall be responsible for the cost of any repairs or remediation of any defects identified in the inspection report.

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Buyer Acknowledging having read and understood the terms and conditions of the Property Disclosure Statement and the terms of the Offer to Purchase and Contract, Buyer hereby acknowledges receipt of the correct money hereby set forth and agrees to hold and disburse the same in accordance with the terms hereof.

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