

Initial Application Date: 10-4-02

**02 Adm. Use**  
COUNTY OF HARNETT LAND USE APPLIC.

Application # 03-5-5677

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Holloway Construction Mailing Address: 6906 S. Staff Rd  
City: Fayetteville State: NC Zip: 28300 Phone #: (910) 237-2808

APPLICANT: Holloway Construction Mailing Address: 6906 S. Staff Rd  
City: Fayetteville State: NC Zip: 28300 Phone #: (910) 237-2808

PROPERTY LOCATION: SR #: NC1117 SR Name: NURSERY ROAD  
Parcel: 01-0536-0025-51 PIN: 0506-10-2218  
Zoning: RA-20R Subdivision: Woodshire Lot #: 20 Lot Size: 40  
Flood Plain: Y Panel: C155 Watershed: N/A Deed Book/Page: 1103/1490 Plat Book/Page: 22/170

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 210 to Dolly Rd, turn right, go to and through caution light to Nursery Road turn right on Nursery, Woodshire on the right

**PROPOSED USE:**

- Sg. Family Dwelling (Size 52 x 50) # of Bedrooms 3 # Baths 2 Basement (w/wo bath) \_\_\_\_\_ Garage  Deck
- 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

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 \_\_\_\_\_ Manufactured homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Property owner of this tract of land own land that contains a manufactured home within five hundred feet (500') of tract listed above? YES  NO

	Minimum		Actual	
Front	<u>35'</u>	<u>36'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>17'</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.

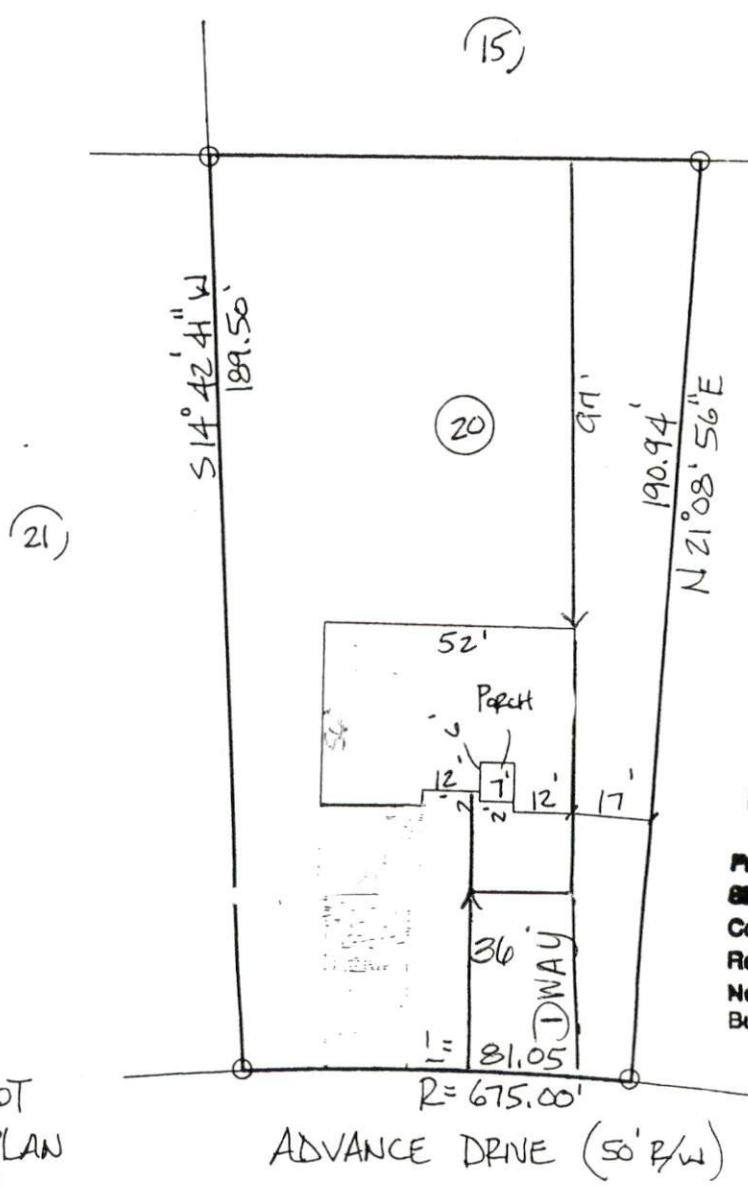
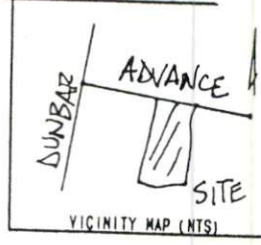
Dalucia C Holloway  
Signature of Applicant

10/7/02  
Date

#805 10-17(S)

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

THIS WILL CERTIFY THAT THE BUILDING IS  IS NOT  LOCATED IN A FLOOD HAZARD AREA, AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.



**SITE PLAN APPROVAL**  
 DISTRICT R20R USE SFD  
 #BEDROOMS 3  
 Date 10-9-02 [Signature]  
 Zoning Administrator

**Required Property Line Setbacks**

	Minimum	Actual
Front	<u>35'</u>	<u>30'</u>
Side	<u>10'</u>	<u>14'</u>
Corner	<u>10'</u>	<u>17'</u>
Rear	<u>25'</u>	<u>97'</u>
Nearest Building	<u>10'</u>	<u>    </u>

PROPERTY OF: HOLLOWAY CONSTRUCTION  
 ADDRESS OF: ADVANCE DRIVE  
 CITY OF: SPRING LAKE  
 COUNTY OF: HARNETT  
 TOWNSHIP OF: ANDERSON CREEK  
 DATE: 9/18/02  
 SCALE: 1" = 40'  
 REFERENCE: LOT 20, WOODSHIRE SUBDIVISION, PHASE ONE, MAP 2001-1298

NOTE: - NOT IN ACCORDANCE WITH GS 47-30

\*\*\*NOTE\*\*\* THIS PLAT CANNOT BE USED FOR RECORDATION OR ATTACHED TO A DEED TO BE RECORDED.

[Signature]  
 HARVEY H. ALLEN  
9/18/02

REGISTRATION NO. L-3171  
 ALLEN-ALLEN & ASSOCIATES  
 114 HALE STREET  
 FAYETTEVILLE, NORTH CAROLINA 28301  
 (910) 437-9800





OFFER TO PURCHASE AND CONTRACT

HOLLOWAY CONSTRUCTION CO., Pat Holloway  
CEBCO construction

hereby offers to purchase and, CEBCO construction 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 Spring Lake county of Harnett State of North Carolina, being known as and more particularly described as: Street Address T&D Description: LOTS 16-20 WOODSHIRE & Lot 10 WOODSHIRE REC Harnett (County)  
 All  A portion of the property in Deed Reference: Book \_\_\_\_\_ Page No. \_\_\_\_\_

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:  
none

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

4. PURCHASE PRICE: The purchase price is \$ 77,500.00 (45,500 X 5) year and shall be paid as follows:  
(a) \$ 0, EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  certified check  other:  
N/A to be deposited and held in escrow by Floyd Properties

("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 Closing  
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(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) \$ 77,500.00 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.)  
Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum)  Conventional N/A Other: N/A loan at a  Fixed Rate N/A Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed 0 % 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 N/A 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.

12. **PROPERTY DISCLOSURE AND INSPECTIONS:**

(a) **Property Disclosure:**

Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.  
 Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) **RAW LAND**

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. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before

N/A Seller shall provide written notice to Buyer of Seller's response within days of Buyer's notice. 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 as to all structures except none 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 completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or 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 the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives 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 HOLLOWAY CONSTRUCTION CO. at a place designated by Buyer. The deed is to be made to

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.)  
Closing upon construction loan closing.

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