Initial Application Date:

Application #	73-	50006	119
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COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street Line
Street, Lillington NC 27546
City:State:
Zin:
APPLICANT: THE QUEST DEV. CO. INC. Mailing Address: P.O. 2121 State: N.C. 7: 2015
City: Dualal Devi Co. INC. Mailing Add
State: N.C. 7: P.O. 2121
Zip: 28335 Phone 4 Cara 20
PROPERTY LOCATION. OR " LLZ"
1000
Zoning: 18430 Subdivision: 3010rd (1)00015 0652-30-2315 (04.401)
Flood Plain:
Panel: Deed Book/Page: Dook/Page: Deed Book/Page: Deed Book/Pa
ORECTIONS TO THE PROPERTY OF T
DIRECTIONS TO THE PROPERTY FROM LILLINGTON:LOT # 50 BALLARD WOODS
LOT # 50 BALLARD WOODS
TOUR DESCRIPTION OF THE PROPERTY OF THE PROPER
INTERPORT OF THE PROPERTY OF T
POPOCED VION
Sg. Family Dwelling (Size 40 x 50) # of Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) Garage VES Deck VES Manufactured Home (Size x) # of Bedrooms Garage
Multi-Family Dwelling No Unite # Baths 2/2 Basement Cybre Lat
Manufactured Home (Size No. Bedrooms/Unit Garage VES Deck 1/8C
Manufactured Home (Size x) # of Bedrooms Garage Deck Deck
Number of several design of the several desi
Number of persons per household SPRC. Business Sa. Ft. Retail Space
- 1 - 1 Actual Space
oq. rt.
(Size X) #Roome
GIZC X
S - mailing (Size X) Ties
Other
er Supply: (County () Well (No. dwellings) () Out
ige Supply: (New Septic Tank () Existing Septic Tank
on & Sedimentation County Service County Service
tures on this tract of land: Single family dwellings Proposed SFO
The owner of this to a first state of family dwellings Proposed Section 1970
rty 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
red Property Line Setbacks: Minimum Actual YES (NO)
Front 35 Actual Minimum Actual
Rear 25 130
Side 10 20
Nearest Building Corner 20
swear that the foregoing statements are accurate and correct to the best of my knowledge.
swear that the forces in a second in all ordinances and the laws of the State of North Carolina
when that the foregoing statements are accurate and correct to the best of my knowled
20 60 plans submitted. I
re of Applicant 18 DEC 62
Date

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

1020 JOSEPH AXLEYANDER DR.

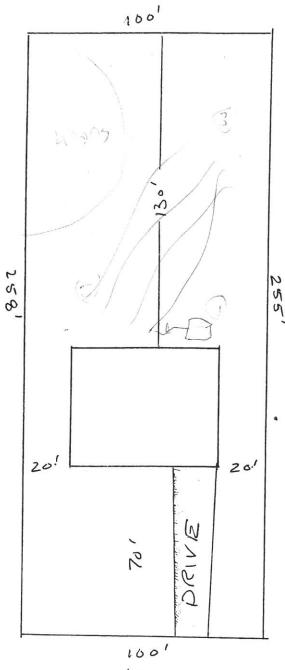
LOT 10

DISTRICT RASO USE SFU

#BEDROOMS 3

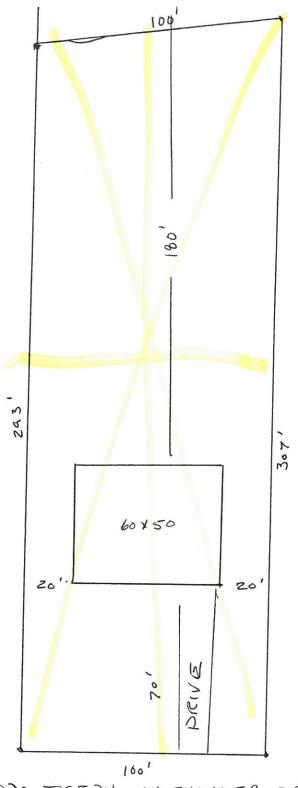
12-20-02 CI Williams

Date Zoning Administrator



1041 * *

··· O- DUPPINED MODES



1020 JOSEPH AXLEYANDER DR.

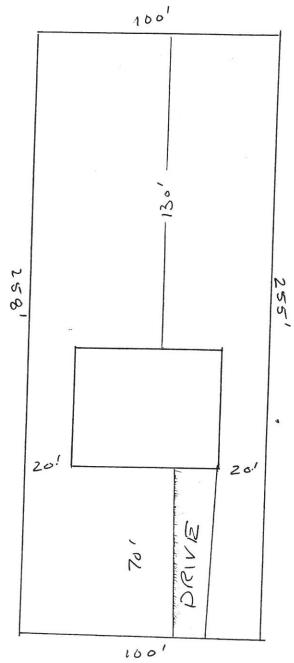
SITE PLAN APPROVAL

DISTRICT RASO USE SFU

#BEDROOMS 3

12-20-02 (1) Williams

Date Zoning Administrator



NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

The Quest Development Co.	20 D
upon acceptance of said offer acceptance in Ballard Woods LLC	, as Buyer
hereby offers to purchase and Ballard Woods LLC upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of latter the "Property"), upon the following terms and conditions:	and described below (hereafter referred to as
1. REAL PROPERTY: Located in the City of Fuguay-	-Verina
County of Harnett , State of North Carolina being b	nown as and
County of Harnett , State of North Carolina, being king Subdivision Name Ballard Woods Plat Pafer Address 1041 Joseph Alaxander dr.	nown as and more particularly described as
Plot Defended Lard Woods	Zip <u>27526</u>
Plat Reference: Lot 50 , Block or Section	
NOTE: Prior to since at Page(s)	as shown on
NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, Buyer is advise which may limit the use of the Property, and to read the Declaration of Restrictive Countries.	ed to review Restrictive Covernments is
which may limit the use of the Property, and to read the Declaration of Restrictive Cover Rules and Regulations, and other governing documents of the owners' association and or the	nants By-Laws Articles of Live
Rules and Regulations, and other governing documents of the owners' association and/or the 2. PURCHASE PRICE: The purchase price is \$ 23,600.00 (a) \$ 500.00 Carrified check other: N/A	subdivision, if applicable.
, EARNEST MONEY DEPOSIT with this offer by	and shall be paid as follows:
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not as	cash personal check bank check
Ballard Woods IIC	to be deposited and held in escrow by
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not acc are not satisfied, then all earnest monies shall be returned to Buyer. In the event of brees	cented; or (2) any of the analysis
are not satisfied, then all earnest monies shall be returned to Buyer. In the event of bread request, all earnest monies shall be returned to Buyer, but such return shall not affect one	ch of this contract by Sall
request, all earnest monies shall be returned to Buyer. In the event of breach breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest the contract the con	other remedies available to Duran S
breach. In the event this offer is accepted and Buyer breaches this contract, then all earn request, but receipt of such forfeited earnest monies shall not affect any other remedies.	lest monies shall be forfeited and of the
request, but receipt of such forfeited earnest monies shall not affect any other remedies avanuable. In the event of a dispute between Seller and Buyer over the return or forfeited.	ailable to Seller for such handle
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeitund broker, the broker is required by state law to retain said earnest money in the broker's true.	re of earnest money hold in account
broker, the broker is required by state law to retain said earnest money in the broker's trus from the parties consenting to its disposition has been obtained or until dispussement	of earnest money held in escrow by a
from the parties consenting to its disposition has been obtained or until disburseme	ent is ordered by a court of account
) \$	is ordered by a court of competent
N/A , ADDITIONAL EARNEST MONEY DEPOSIT N/A , TIME BEING OF THE ESSENCE WITH REGARD TO	T to be paid to Escrow Agent no loter than
, TIME BEING OF THE ESSENCE WITH REGARD TO	SAID DATE.
N/A , ADDITIONAL EARNEST MONEY DEPOSIT N/A , TIME BEING OF THE ESSENCE WITH REGARD TO N/A , BY ASSUMPTION of the unpaid principal balance and loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption	d all obligations of Seller on the existing
loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Ass N/A, BY SELLER FINANCING in accordance with the attached to a secondance with the a	sumption Addendum.
) \$, BY SELLER FINANCING in accordance with the attached Loan Ass \$ 23,100.00, BALANCE of the purchase price in each at Clarical Parts.	ned Seller Financing Addendum
\$\(\) \\$ \(\) \(\) \(\) \(\) \(\) \(\) \	<u> </u>
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 Finar Other: Construction	ncing Addendum)
interest rate not to exceed (plus any financed VA Funding Fee or FHA MIP) for a ter	m of vear(s), at an initial
interest rate not to exceed % per annum, with mortgage loan discount points loan amount. Buyer shall apply for said loan within	not to exceed % of the
loan amount. Buyer shall apply for said loan within days of the Effecti Buyer's best efforts to secure the lender's customary loan commitment letter on or before	ive Date of this contract Buyer shall use
Buyer's best efforts to secure the lender's customary loan commitment letter on or before satisfy all terms and conditions of the loan commitment letter by Closing. After the above leading to the loan commitment letter by Closing.	and to
satisfy an terms and conditions of the loan commitment letter by Closing. After the above	letter date. Seller may request in writing
	aute, sener may request in writing
T) 1 0 1	
This form jointly approved by:	
North Carolina Bar Association	
EALTOR® North Carolina Association of REALTORS®, Inc.	STANDARD FORM 12 - T
Buver Initials Sollar Initial Policy Opportunity	© 7/2002
oward Perry and Walston REALTORS® 4112 Blue Ridge Rd, Raleigh NC 27612	5002
fax: 9197830004	
Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 480	T7272306.ZFX

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. (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential [c) The Property must be in substantially the same or better and distant of the loan commitment letter or a written waiver.
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and team
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 and insurable 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.
4. 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: None
(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: None
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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 \$ None per None 6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be \$ None , including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender. 7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; file to Buyer and both Buyer's and Seller's agents and attorneys.
 8. 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. 9. 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 November 22, 2002, at a place designated by Buyer. The deed is to be made to CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS
PROVISION IS OTHERWISE MADE IN WRITING. 10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.
Page 2 of 4
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Buyer Initials _

T7272306.ZFX

11. SEWER SYSTEM (check only ONE): Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto a Exhibit A and hereby approves and accepts said Improvement Permit.
Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.
□ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for (check only ONE) □ conventional or □ other N/A ground absorption sewage system for a 3-4 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later that the support of the Property required by the County to perform its tests and/or inspections no later that the support of the property required by the County to perform its tests and/or inspections no later that this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until November 22, 2002, time being of the essence, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied. 12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use, (ii) utilities and water are available to the Property,
15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. 16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, the this contract shall be binding on the assignee and his heirs and successors. 17. 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 neute genders, as appropriate.
18. 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 the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept of performed. 19. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducement

Page 3 of 4

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

STANDARD FORM 12 - T

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Buyer Initials	Seller Initials & Mul	
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listing agreement, buyer agency agreement, or any other agency agreement between them.

20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. 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.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date:	Date: _	11-19-02	
Buyer The Quest Development Co.	(SEAL) Seller_ E	Ballard Woods LLC	(SEAL)
Date:			·····
Buyer	SEAL) Seller_		(SEAL)
Escrow Agent acknowledges receipt of the earnest terms hereof.	noney and agre	es to hold and disburse the same in a	ccordance with the
Date Fi	n: Ballard Wo	oods LLC	
B	_life-\	(Signature)	
Selling Agent/Firm/Phone Acting as Duyer's A	ent 🔲 Seller's	(sub)Agent Dual Agent	
Listing Agent/Firm/Phone Acting as Seller's (s	a) A gant D D	al A cont	
Acting as \square Seller's (s)	nagent 🗀 Dua	ii Ageni	