

Initial Application Date: 5-13-03

Application # C-5-7063

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2795

115 Victoria Hills Dr. S.

LANDOWNER: J.M. Coats Const Co Inc Mailing Address: Hinsley Rd.
City: New Hill State: NC Zip: 27562 Phone #: 362-7821

APPLICANT: Evans Fine Homes Inc. Mailing Address: 201 MISTYWOOD DR.
City: Fulwider, UARINA State: NC Zip: 27524 Phone #: 552-1378

PROPERTY LOCATION: SR #: _____ SR Name: _____
Parcel: 08-0653-0105-89 PIN: 0663-06-0620
Zoning: RA30 Subdivision: Victoria Hills Ph 3 Lot #: 44 Lot Size: 1.00 AC
Flood Plain: X Panel: 50 Watershed: V Deed Book/Page: OTP Plat Book/Page: 2001-1/1416

If located with a Watershed indicate the % of Imperious Surface: _____

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: From Lillington, Hwy 401 N., RT on Lafayette Rd, 1/2 mi on RIGHT.

PROPOSED USE:

- Sg. Family Dwelling (Size 66 x 50) # of Bedrooms 3 # Baths 2 Basement (w/wo bath) _____ Garage _____ Deck Included 14x12 Screen porch
- 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 proposed manufactured home with five hundred feet (500') of tract listed above? YES NO

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35</u>	<u>50</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>15</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.

[Signature]
Signature of Owner or Owner's Agent

5/13/03
Date

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

322 5/15 N

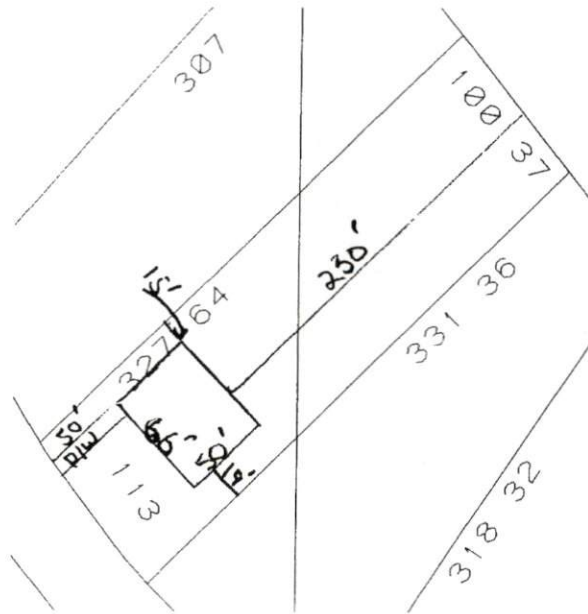
SITE PLAN APPROVAL

DISTRICT RA30 USE SFD

#BEDROOMS 3

5-1303

[Signature]
Zoning Administrator



0663-06-0620

Scale: 1" = 100 ft

May 13, 2003

OFFER OF PURCHASE AND CONTRACT

EVANS FINE HOMES, INC, as Buyer,
hereby offers to purchase and J.M. COATS CONSTRUCTION, INC, 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 013 Fuquay-Varina, County of
HARNETT, State of North Carolina, being known as and more particularly described as:

Street Address 115 VICTORIA HILLS DR. SOUTH Zip 27526

Legal Description: LOT 44 VICTORIA HILLS II 3/4 Q Ph 3

(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 \$ 23,875.00 and shall be paid as follows:

(a) \$ ~~23,875.00~~ - 0.00, EARNEST MONEY DEPOSIT by cash personal check bank check certified check other _____ to be deposited and held in escrow by n/a

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

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

(e) \$ SEE PARA. 16, 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 6/1/03, effective through the date of closing, for a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____

loan at a Fixed Rate Adjustable Rate Other: _____ in the principal amount of Const. Loan 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 RESIDENTIAL

(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 \$ 0 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 recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

