

Initial Application Date: 6-26-03

Application # 03-5-1381

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Wagner Development Mailing Address: P.O. 53786
City: Fayetteville State: NC Zip: 28305 Phone #: 630-2100

APPLICANT: SAME AS ABOVE Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1141 SR Name: Micro Tower Rd.
Parcel: 63-4587-06-0020-52 PIN: 9580-08-1436
Zoning: R200R Subdivision: The Summit Lot #: 30 Lot Size: 1/2 AC
Flood Plain: X Panel: 075 Watershed: N/A Deed Book/Page: OTD Plat Book/Page: 98-450

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Buffalo Lake Rd. to Alpine Dr.

PROPOSED USE:

Single Family Dwelling (Size 46x53) # of Bedrooms 4 # Baths 2.5 Basement (w/w/o bath) N/A Garage double Deck 14x16
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

Comments: _____
 Number of persons per household 3
 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 Manufactured homes N/A Other (specify) N/A

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>40</u>	Rear	<u>25</u> <u>70-53</u>
Side	<u>20</u>	<u>23</u>	Corner	_____
Nearest Building	<u>10</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 of Applicant: [Signature] Date: 6/26/03

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

418 (6-27-03)

MAGNETIC NORTH
MAP NO. 98-450

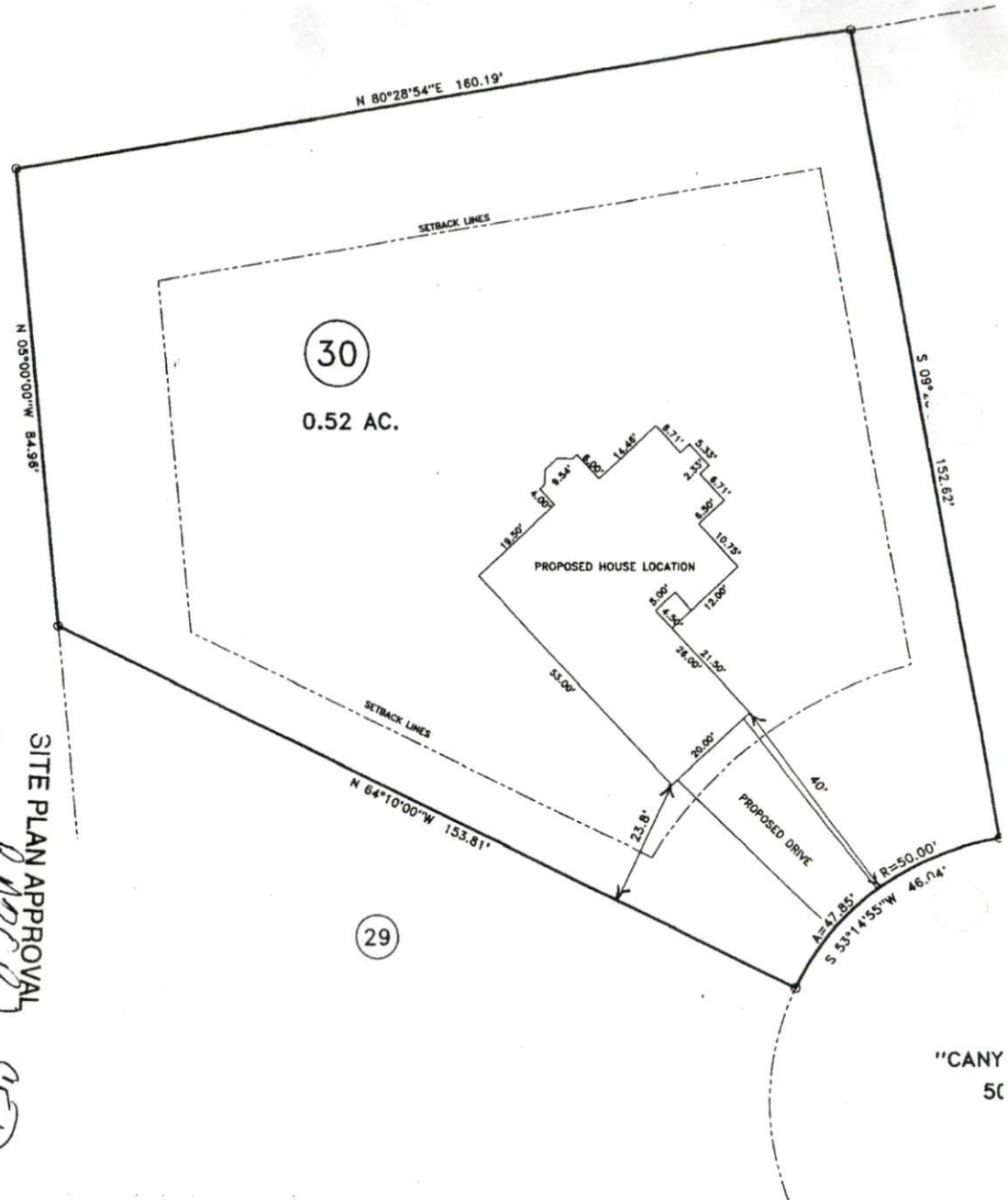
DEED REFERENCE: DEED BK 1040, PAGE 662

MAP REFERENCE: MAP NO. 98-450

NORTH CAROLINA HARNETT COUNTY
I, Mickey R. Bennett, PLS do certify that this plat was drawn under
my supervision (deed description recorded in Book SEE,
Page MAP, etc) that the boundaries not surveyed are clearly
indicated as drawn from information found in Book SEE, Page MAP,
that the ratio of precision as calculated is 1:10000 and that this plat
was prepared in accordance with G.S. 47-30 as amended. Witness
my original signature, registration number and seal this 25th
day of JUNE, A.D. 2003

Mickey R. Bennett

Zoning Administrator
#BEDROOMS 4
DISTRICT R2C3
USE SED
SITE PLAN APPROVAL
[Signature]



"CANY
50

Veaver Commercial Properties
1300 Bragg Blvd. Suite 1316
Fayetteville, NC 28301
Phone: 910-433-0888, Fax: 910-485-6700

OFFER TO PURCHASE AND CONTRACT

Weaver Development Co., Inc.

as Buyer, hereby offers to purchase and
Allied Investors 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 Sanford,
County of Harnett, State of North Carolina, being known as and more particularly described
as: Street Address Lot #'s 14, 16, and 30 at The Summit subdivision
Zip 27332 Legal Description:
n/a

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

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:
n/a

4. **PURCHASE PRICE:** The purchase price is \$ ~~112,000.00~~ 48,000.00 and shall be paid as follows:

(a) \$ n/a, 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 n/a ("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, 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) \$ ~~112,000.00~~ 48,000.00, 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.)



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.
PREPARED BY AGENT: BROKER, BROKER



Offer to Purchase and Contract, Standard Form 2-T, North Carolina Association of REALTORS®
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Buyer(s) [Signature]

Page 1 of 5
Seller(s) [Signature]

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 the 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. **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.

Weaver Development Co. Inc.
BUYER  DATE 4/25/03 (SEAL)
By: Anthony F. Weaver

Allied Investors Inc.
SELLER  DATE 4-25-03 (SEAL)
By: Frank Weaver

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date n/a Firm: n/a
By: _____ (Signature)

Selling Agent/Firm/Phone n/a
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone n/a
Acting as Seller's (sub)Agent Dual Agent

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PREPARED BY AGENT: BROKER, BROKER

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