

Initial Application Date: 8-15-03 Application # 03 5-11102

1-5 Trellis Court
COUNTY OF HARNETT LAND USE APPLICATION

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

LANDOWNER: WMTJ DEVELOPERS LLC Mailing Address: P.O. Box 310
City: ANCIER State: NC Zip: 27501 Phone #: 919 639 2231

APPLICANT: SPADA HOMES, LLC Mailing Address: 7124 ASHENA: DR
City: HOLLY SPRINGS State: NC Zip: 27540 Phone #: 919 552 5239

PROPERTY LOCATION: SR #: 1435 SR Name: Tripp Road (919) 524-1280
Parcel: 0051-83-728C PIN: 11-0051-0059-19
Zoning: R40 Subdivision: PLANTATION AT VINEYARD GREEN Lot #: 8 Lot Size: 1.646 AC
Flood Plain: Y Panel: 0085 Watershed: TL Deed Book/Page: OTP Plat Book/Page: 2000-549

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 210 N TOWARDS ANCIER, LEFT ON TRIPP RD.
LEFT INTO SUBDIVISION, RT ON TRELIS COURT

PROPOSED USE:
 Sg. Family Dwelling (Size 54 x 39) # of Bedrooms 4 # Baths 2 1/2 Basement (w/wo bath) N/A Garage 2 CAR Deck 12'x12'
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size ___ x ___) # of Bedrooms _____ Garage _____ Deck _____
Comments: _____
 Number of persons per household SPIC included in total size
 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 _____ 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>52'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>53'</u>	Corner	<u>20'</u>
Nearest Building	<u>N/A</u>	<u>N/A</u>		<u>N/A</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.

MJA
Signature of Owner or Owner's Agent

8/15/03
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

645 11/10 N

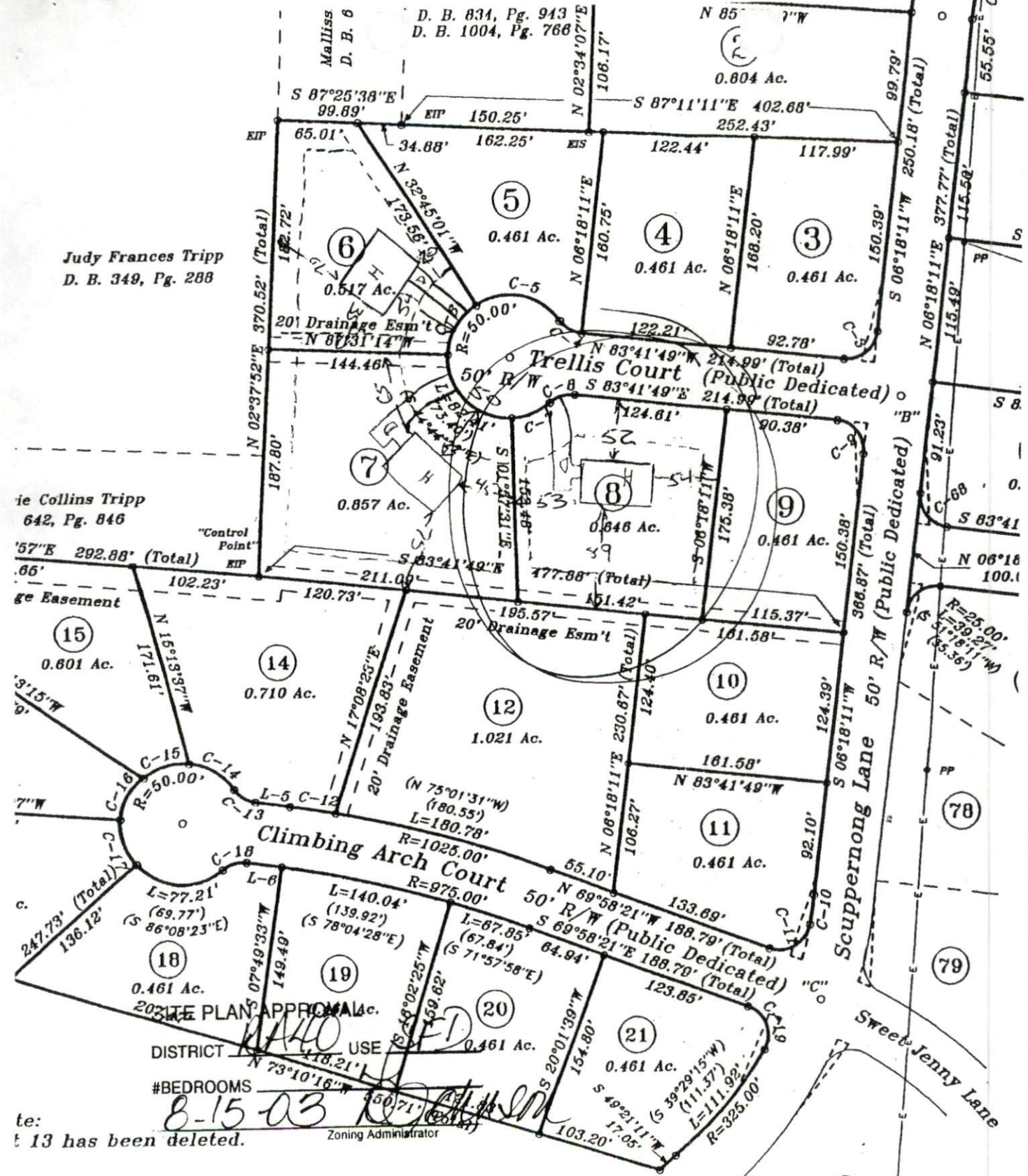
Malliss
D. B. 6

D. B. 834, Pg. 943
D. B. 1004, Pg. 766

N 85° 7' W
0.604 Ac.

Judy Frances Tripp
D. B. 349, Pg. 288

Collins Tripp
642, Pg. 846



2031E PLAN APPROVAL
 DISTRICT R40 USE ED
 #BEDROOMS 8-15-03
 Zoning Administrator

Future Development

The Plantation of
Vineyard Green
Phase One
Sheet Two of Two

OFFER TO PURCHASE AND CONTRACT

Spada Homes LLC (Tony Spada) as Buyer, W M J Developers LLC as Seller, hereby offers to purchase and 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 Lillington, NC, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address: Trellis Court, Zip 27546

Legal Description: Lots 6, 7, 8 The plantation @ Vineyard Green (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: NONE

4. PURCHASE PRICE: The purchase price is \$ 61,500 (20,500 each lot) and shall be paid as follows: (a) \$ 3,000 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other:

Johnson Properties R & A Inc. ("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 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) \$ 58,500 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) Buyer must be able to obtain a loan at a Fixed Rate Adjustable Rate in the principal amount of (plus any financed VA Funding Fee or FHA MIP) for a term of year(s), at an initial interest rate not to exceed % per annum with mortgage loan discount points not to exceed % 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 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 to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS, Inc. Buyer Initials Seller Initials Johnson Properties & Auctioneers PO Box 310 Angier, NC 27501 Phone: (919) 639-2231 Fax: (919) 639-6981 Jeff Smith

