

Initial Application Date: 8-26-03

Application # E 50007775

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Michael V Johnson Mailing Address: P.O. Box 2258
City: Ramoth State: NC Zip: 28385 Phone #: 910-232-1285

ADJACENT: SAMZ Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1563 SR Name: AVERY Rd.
Parcel: 07/0620/0129/10 PIN: 0680-52-3909
Zoning: R230 Subdivision: Birchfield S/D Lot #: 6 Lot Size: 1.11 AC
Flood Plain: X Panel: 105 Watershed: IV Deed Book/Page: 1161/210 Plat Book/Page: 01P

DIRECTIONS TO THIS PROPERTY FROM LILLINGTON: Hy 27C left on Bill Avery Rd
2nd Street to left

PROPOSED USE:
 Sg. Family Dwelling (Size 57' x 82.6' # of Bedrooms 3 # Baths 2 Basement (w/wo bath) Garage YES Deck YES
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
Comments: _____
 Number of persons per household 5 PPL
 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>35</u>	Rear	<u>65</u>
Side	<u>10</u>	<u>40</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

08/26/03
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

(6626)

OFFER TO PURCHASE AND CONTRACT

Michael W. Johnson, James V. Mc Lamb, as Buyer, hereby offers to purchase and Joyce B. Young, 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 COATS, County of HARNETT, State of North Carolina, being known as and more particularly described as: Street Address 19 BIRCH ACRES LN. COATS, NC Zip 27521 Legal Description: LOT 6

() 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 \$ 20,000.00 and shall be paid as follows: (a) \$ 0, EARNEST MONEY DEPOSIT by () cash () personal check () bank check () certified check () other to be deposited and held in escrow by WILL BE PAID AT CLOSING OF HOUSE, 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) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than (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) \$ 20,000.00, BALANCE of the purchase price in cash at closing OF HOUSE

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 N/A, effective through the date of closing, for a () FHA () VA (attach FHA/VA Financing Addendum) () Conventional () Other N/A loan at a () Fixed Rate () Adjustable Rate () Other: N/A in the principal amount of N/A for a term of _____ year(s), at an interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% 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 Resident purposes.

(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:

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.

08/26/03

Michael Johnson came in the office on 08/26/03, cp created a new application number for this job the old application number was 03-5-6626. The reason we created a new application number was the fact that the contractor on application number 6266 was not a licensed contractor and Michael Johnson had signed on application number 6626 that he would be the contractor.

But the state licensing board got involved and Michael Johnson removed his name off the application 6626 due to all the problems.

Michael Johnson has at this time purchased this job from Bernard Young who came in and did a land use for application number 6626.

The improvement permit has been issued and the house Michael Johnson is purchasing from Mr. Young the site plan is the same and the house size is the same.

This is just to let you know the reason for the new application number.

Thanks
Cindy