

Initial Application Date: 9-23-03

Application # 03-5-7906

COUNTY OF HARNETT LAND USE APPLICATION

84 Bluebird Ct.

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: DENNIS Norris Builders, Inc. Mailing Address: 2857 Cane Mill Rd.
City: Coats State: NC Zip: 27521 Phone #: 910-897-6080

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

PROPERTY LOCATION: SR #: 1115 SR Name: Buffalo Lake Rd.
Parcel: 03-4587-08-0020-70 PIN: 9587-60-1399 5795
Zoning: RAZOR Subdivision: Deachtree Crossing Lot #: 143 Lot Size: 0.480 ac.
Flood Plain: X Panel: 0075 Watershed: H/A Deed Book/Page: 1093/218 Plat Book/Page: CABF Slide 240

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 to Buffalo Lake Rd. TL go
1 mile TR on Valley View Ct. TL on Bluebird Ct. Lot at end of street.

PROPOSED USE:

- Sg. Family Dwelling (Size 32'6" x 52') # of Bedrooms 4 # Baths 2 1/2 Basement (w/wo bath) _____ Garage 24 x 24 Deck 12 x 12
- 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 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>45'</u>	Rear	<u>25</u>
Side	<u>10'</u>	<u>16'</u>	Corner	<u>68'</u>
Nearest Building	_____	_____		

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.

Dennis Norris
Signature of Applicant

9/23/03
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

566 9/35 S

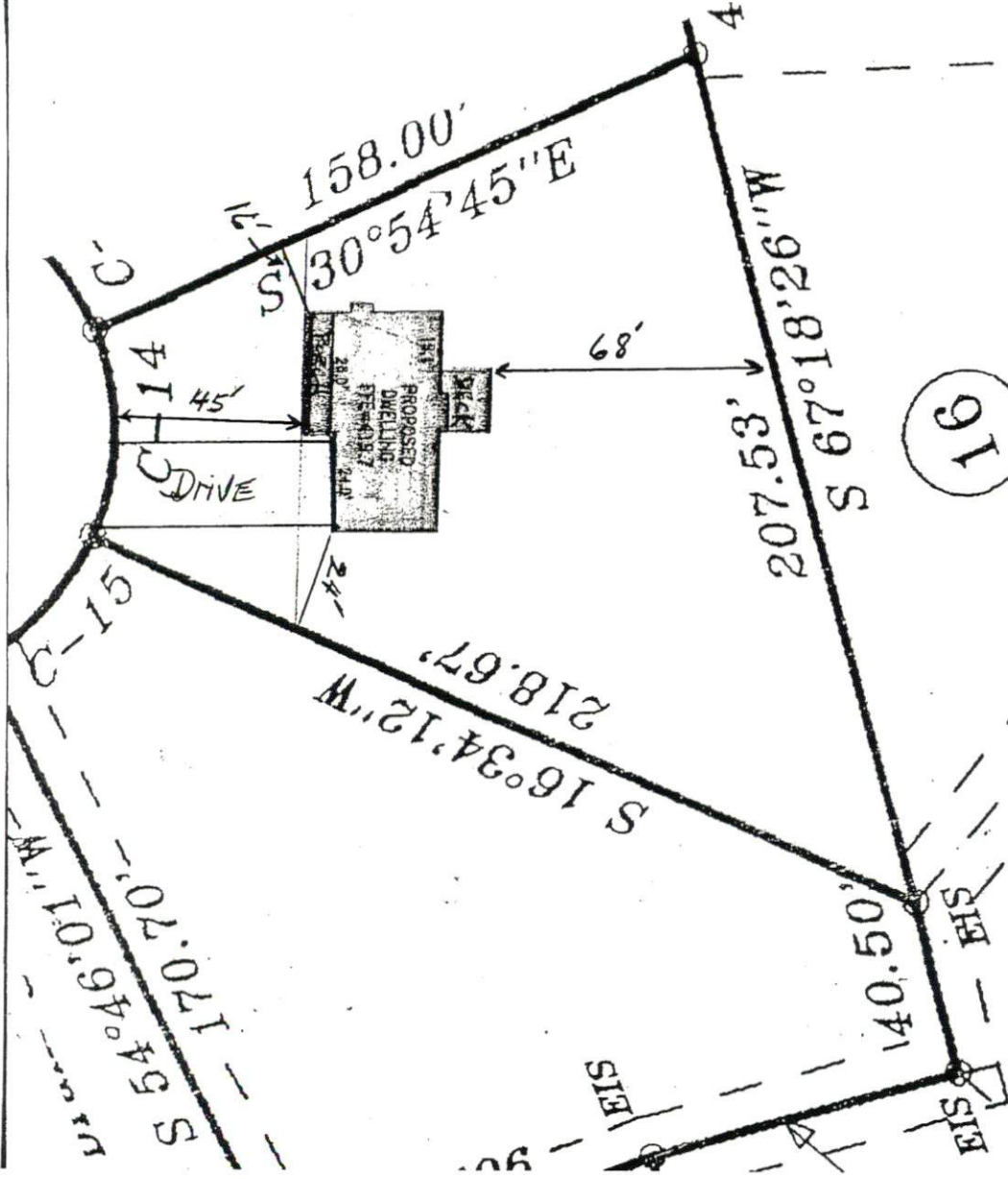
Dennis Noreis Builders

143 Peachtree

Permit Copy

1" = 40' Scale

PEACHTREE PHASE ONE CROSSING OF PEACHTREE ROAD



SITE PLAN APPROVAL
 DISTRICT R-400R USE SFD
 #BEDROOMS 4
19-23-03
 Zoning Administrator

STATEMENTS

are not D

(b) There shall be no restriction, assessment, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ 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 debts 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 encumbrances following Closing.

(e) This 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 as otherwise stated herein (presented through the date of Closing); utility easements and unrecorded restrictive covenants that do not materially affect the value of the Property; and each other encumbrance 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 pending or confirmed governmental special assessments for ad valorem, paving, water, sewer, or other improvements on or affecting the Property, and no pending or confirmed owner's association special assessments, except as follows:

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owner's association assessments and all government 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:

7. PROVISIONS 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 positions, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owner's association dues and other like charges shall be prorated through the date of Closing, Seller represents that the regular owner's association dues, if any, are \$ _____ per _____

8. 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 perfect Seller's obligations under the agreement, and for excise tax (previous 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 \$ _____, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. FURTHER: Buyer agrees to purchase from Seller the fee, if any, situated in any tract on the Property as the prevailing title with the cost of measurement thereof, if any, being paid by Seller.

10. 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 the instruments in possession or available to Seller, including but not limited to the insurance policies, mortgages, 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; and (2) the Property's title insurer or its agent to release and disclose all material in the Property's title insurer's (or the insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an estimate and independent agreement in form satisfactory to Buyer showing that all labor and materials, if any, included in 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.

12. PROPERTY DISCLOSE AND INSPECTIONS: (a) Property Disclosure: Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

(b) Property Disclosure: Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

(c) Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

(d) Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

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(b) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before _____ Seller shall provide written notice to Buyer of Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Commission, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termiticide soil treatment.

(d) **Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance:** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. **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 October 15, 2003, at a place designated by Buyer. The deed is to be made to Danny Norris Builders.

15. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached.

16. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

17. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the 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.


Buyer Initials _____ Seller Initials _____

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.

Date: _____ Date: _____
Buyer _____ (SEAL) Seller  (SEAL)
Dennis Norris Builders New Century Homes, LLC
Date: _____ Date: _____
Buyer _____ (SEAL) Seller _____ (SEAL)

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

Date _____ Firm: _____
By: _____
(Signature)

Selling Agent/Firm/Phone _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Listing Agent/Firm/Phone _____
Acting as Seller's (sub)Agent Dual Agent