

Initial Application Date: 1-21-04

Application # 0 5-8602

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 Anderson Homes, Inc Mailing Address: 180 Woodland Ridge Drive
City: Fuquay-Varina State: NC Zip: 27526 Phone #: (919) 552-1790

APPLICANT: Michael Anderson Homes, Inc. Mailing Address: same as above
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1443 SR Name: Lafayette Road
Parcel: 09 0653 0105 85 PIN: 0663-04-4726.000
Zoning: RA-30 Subdivision: Victoria Hills II Phase 5 Lot #: 163 Lot Size: 30,760 sq ft
Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: OTP Plat Book/Page: _____

Specific
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401N, right on Lafayette Rd., right into Victoria Hills II

PROPOSED USE: Deck Included
 Sg. Family Dwelling (Size 67' x 50') # of Bedrooms 3 # Baths 2 Basement (w/w/o bath) NA Garage 22x22' Deck 12x14

- 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>58'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>16'</u>	Corner	<u>20'</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.

Michael Anderson
Signature of Applicant

1-20-04
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

749 1/23 N

North Carolina
Harnett County

OPTION CONTRACT

This contract, made this 20 day of January, 2004, between:

Anderson Construction Inc. hereinafter called "SELLER" and

Michael Anderson Homes, Inc. hereinafter called "BUYER"

WITNESSETH:

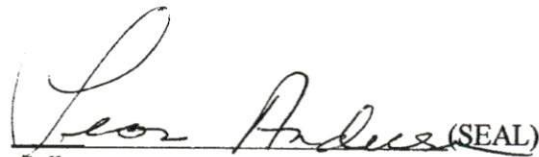
That for and in consideration of the sum of \$ 25,000.00, the receipt of which is hereby acknowledged, Seller hereby gives and grants unto Buyer the right and option to purchase from said Seller a certain tract of land in Hectors Creek Township, County of Harnett, more particularly described as follows:

Lot #163 - Victoria Hills V	\$25,000.00
Less deposit	<u>-0-</u>
Amount due March 20, 2004	\$25,000.00

THE TERMS AND CONDITIONS OF THIS OPTION ARE AS FOLLOWS:

- (1) If Buyer elects to purchase said lot under the terms of this contract, the purchase price shall be \$ 25,000.00.
- (2) Seller agrees to make, execute and deliver to Buyer or his heirs or assigns a fee simple general warranty deed free from all encumbrances not excepted within this contract within a reasonable time from notice from Buyer to exercise said option when said notice is given within the time set out above and upon payment by Buyer of the purchase price. Buyer and Seller agree to pro-rate the ad valorem taxes to the date of transfer and each pay their usual closing costs.
- (3) If the option is not exercised within the time set out above, the sum paid for this option shall be forfeited to Seller but if the lot is sold within a reasonable time after notice within said time limit, then the sum paid for this option shall be applied as a credit towards the purchase price.
- (4) Seller and Buyer agree that notice from Buyer to Seller of Buyer's intent to exercise this option, duly given within the time set out above, will cause contract to become a binding contract of purchase and sale.
- (5) ANY OTHER CONDITIONS SHALL BE ATTACHED HERETO.

IN TESTIMONY WHEREOF, the Seller and Buyer have hereunto set his hand and seal and acknowledges that the singular shall include the plural and the masculine shall equally include the feminine and neuter.



Seller