

Initial Application Date: 11/10/01

Application # 01-5-3354

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

APPLICANT: Jonathan C. Atkins Mailing Address: 115 Knowledge St  
City: Broadway State: NC Zip: 27506 Phone #: 919.258.3118

Sand Tile Split

PROPERTY LOCATION: SR #: 12 SR Name: HOLLIES PINES  
Parcel: B-9692-0014-77 PIN: 9692.94.5002.00?  
Zoning: RA30 Subdivision: TURKEY TROT Lot #: 9 Lot Size: 10.01 AC  
Flood Plain: X Panel: 015 Watershed: NA Deed Book/Page: OTP Plat Book/Page: 2001-263

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 421 N. to Cool Springs Rd. Rt. to Holly Springs Ch Rd  
Left to Hollis Pines, go to end onto Turkey Trot Lot #9 on Rt.

Call Cecil CAMERON, 919.258.9111 for assistance or information

PROPOSED USE:

- Sg. Family Dwelling (Size 28 x 50) # of Bedrooms 3 # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size 28 x 50) # of Bedrooms 3 Garage \_\_\_\_\_ Deck \_\_\_\_\_ 2. Bath
- Comments: \_\_\_\_\_
- Number of persons per household 2 Number of Employees at business \_\_\_\_\_
- 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 1)  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>286</u>	Rear	<u>25</u> <u>100+</u>
Side	<u>10</u>	<u>209</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.

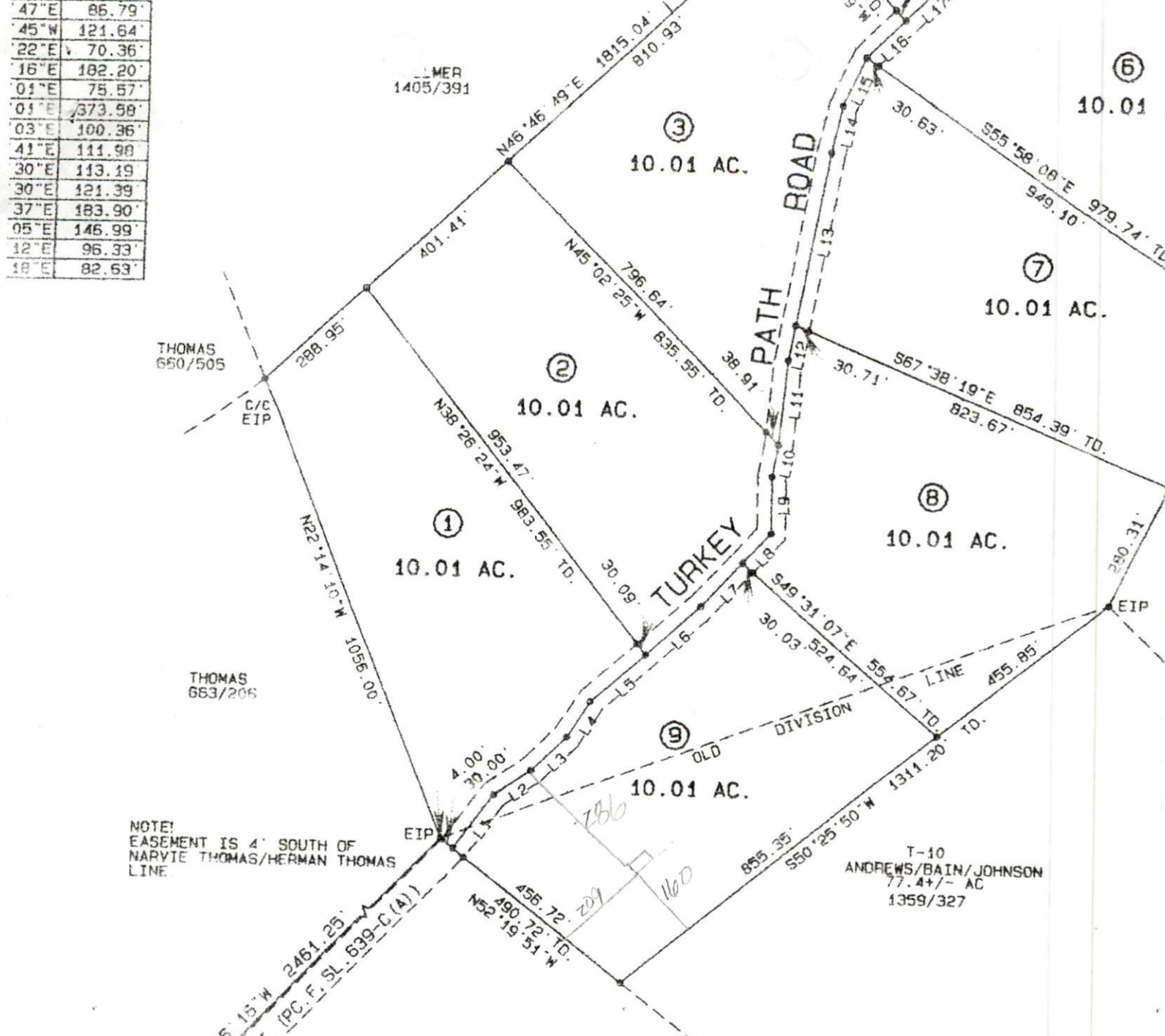
Jonathan C. Atkins  
Signature of Applicant

11-1-01  
Date

134 11-2-01

\*\*This application expires 6 months from the date issued if no permits have been issued\*\*

47°E	86.79'
45°W	121.64'
22°E	70.36'
16°E	182.20'
01°E	75.57'
01°E	373.98'
03°E	100.36'
41°E	111.98'
30°E	113.19'
30°E	121.39'
37°E	183.90'
05°E	146.99'
12°E	96.33'
18°E	82.63'



NOTE:  
EASEMENT IS 4' SOUTH OF  
NARYIE THOMAS/HERMAN THOMAS  
LINE

NOTE!  
60' ACCESS/UTILITY EASEMENT  
(PARALLEL TO & 4' SOUTHEAST  
OF PROPERTY LINE AS SHOWN)  
EXTENDS TO SR#1270 AS SHOWN  
ON PC.F. SL. 639-C (A).

**SITE PLAN APPROVAL**

DISTRICT RA-30 USE DWMA

#BEDROOMS 3

Date 01 Nov 01 J. Hunsaker  
Zoning Administrator

**Required Property Line Setbacks**

	Minimum	Actual
Front	35	286
Side	10	209
Corner	20	209
Rear	28	160
Nearest Building	10	160



OFFER TO PURCHASE AND CONTRACT

Jonathan C. Atkins

hereby offers to purchase and upon acceptance of said offer, agrees to convey, all of that plot, piece or parcel of land described below with all improvements located thereon

DAVIS, WAIN & JOHNSON

1. REAL PROPERTY: Located in the City of HARRAET, County of HARRAET, State of North Carolina, being known as and more particularly described as: Street Address TURKEY PATH RD

Description: Lot 9 containing 10.01 acres Map # 2001-263 Zip 27505 Legal

( ) All (X) A portion of the property in Deed Reference: Book 1189, Page No. 831, HARRAET 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 \$ 35,000.00

(a) \$ -0- EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other:

to be deposited and held in escrow by ("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) \$ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 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) \$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 35,000.00 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.) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: loan at a Fixed Rate Adjustable Rate in the principal amount 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. 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 Closing costs (including loan discount points), those costs are as follows:

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for purposes. Residential

(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 pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: NONE

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental 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: NONE

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 \$ N/A per N/A

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. 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.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate 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 title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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



This form has been jointly approved by the North Carolina Bar Association North Carolina Association of REALTORS®



STANDARD FORM 2 COPYRIGHT ©1999

Buyer Initials [Signature] Seller Initials [Signature]



Lot - 9 Turkey Trot

I, Edgar R. Bain, landowner of Parcel Identification # 13-9692-0014, located in a RA-30 Zoning District, do hereby certify the following:

The Multi-Section Manufactured Home shall meet the following appearance standards prior to the issuance of a Certificate of Occupancy:

1. THE STRUCTURE MUST BE A MULTI-SECTION UNIT BUILT TO THE H.U.D. CODE FOR MANUFACTURED HOMES.
2. WHEN LOCATED ON THE SITE, THE LONGEST AXIS OF THE UNIT MUST BE PARALLEL TO THE LOT FRONTAGE.
3. THE STRUCTURE MUST HAVE A PITCHED ROOF WHICH IS COVERED WITH SHINGLES.
4. THE STRUCTURE MUST HAVE MASONRY UNDERPINNING THAT IS CONTINUOUS, PERMANENT AND UNPIERCED EXCEPT FOR VENTILATION AND ACCESS.
5. THE EXTERIOR SIDING MUST BE HORIZONTAL LAP SIDING CONSISTING PREDOMINANTLY OF VINYL, ALUMINUM, WOOD OR HARDBOARD.
6. THE MINIMUM LOT SIZE MUST BE ONE (1) ACRE EXCLUDING ANY STREET RIGHT-OF-WAY AND THE MINIMUM LOT FRONTAGE MUST BE 150 FEET AS MEASURED AT THE RIGHT-OF-WAY LINE OR ALONG AN EASEMENT WHICHEVER APPLIES.
7. THE TONGUE OR TOWING DEVICE MUST BE REMOVED.

By signing this form I acknowledge that I understand and agree to comply with each of the seven (7) appearance criteria listed above for the multi-section manufactured home I propose to place on the above referenced property. I further acknowledge that a Certificate of Occupancy (C.O.) entitling me to apply for electric service will not be issued until each appearance criteria has been met and approved.

Edgar R. Bain  
Signature of Landowner

11-1-01  
Date

HARNETT COUNTY, NORTH CAROLINA

I, C Cheryl B Coats, Notary Public for said state and county do hereby certify that Edgar R. Bain personally appeared before me and acknowledged the foregoing instrument.

This is the 1st day of Nov., 2001.

C Cheryl B Coats  
Notary Public

My commission expires: 10-05-2003

