

PROCEDURES AND GUIDELINES FOR MANUFACTURED HOMES

RA-30 Criteria Certification

I, Cristina Withey, landowner/agent of Parcel Identification Number _____, located in an RA-30 Zoning District, do hereby certify the following:

The multi-section manufactured home shall meet the following appearance standards, verified by zoning inspection approval, prior to the issuance of a Certificate of Occupancy:

1. The structure must be a multi-section unit built to the HUD 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 that is covered with material commonly used in standard residential roofing construction. Said material must be installed properly and be consistent in appearance.
4. The structure must have masonry underpinning that is continuous, permanent and unpierced except for ventilation and access.
5. The exterior siding must consist predominantly of vinyl, aluminum, wood, or hardboard; and must be comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction. Said exterior siding shall be in good condition, complete, and not damaged or loose.
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.
8. The home must have been constructed after July 1st 1976.

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 (CO) entitling me to apply for electric service will not be issued until each appearance criteria has been met and approved.

C. Withey
*Signature of Landowner/Agent

1/12/21
Date

***By signing this form the owner/agent is stating that they have read and understand the information on this form**



Initial Application Date: 12/7/2020

Application # _____

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

****A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION****

LANDOWNER: CHRISTINA WITHEX Mailing Address: 3524B US 64 Hwy Area 27523
City: APEX State: NC Zip: 27523 Contact No: 919-772-5013 Email: r781@claytonhomes.com

APPLICANT: Clayton Homes of Raleigh Mailing Address: 3912 Fayetteville Rd. Raleigh NC
City: Raleigh State: NC Zip: 27603 Contact No: 919-772-5013 Email: r781@claytonhomes.com

ADDRESS: TBD Thomas Kelly Rd. Sanford NC PIN: 9692-98.3952.000

Zoning: RA30 Flood: N/A Watershed: N/A Deed Book / Page: 2247/758-761

Setbacks - Front: 30 Back: 40 Side: 10 Corner: _____

PROPOSED USE:

SFD: (Size _____ x _____) # Bedrooms: _____ # Baths: _____ Basement (w/wo bath): _____ Garage: _____ Deck: _____ Crawl Space: _____ Slab: _____ **Monolithic Slab: _____**
TOTAL HTD SQ FT _____ **GARAGE SQ FT** _____ (Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)

Modular: (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
TOTAL HTD SQ FT _____ (Is the second floor finished? () yes () no Any other site built additions? () yes () no

Manufactured Home: _____ SW DW _____ TW (Size 28 x 64) # Bedrooms: 3 Garage: (site built? _____) Deck: 4x6 (site built? _____)

Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____ **TOTAL HTD SQ FT** _____

Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees: _____

Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes () no
TOTAL HTD SQ FT _____ **GARAGE** _____

Water Supply: _____ County _____ Existing Well New Well (# of dwellings using well 1) *Must have operable water before final (Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: New Septic Tank _____ Expansion _____ Relocation _____ Existing Septic Tank _____ County Sewer
(Complete Environmental Health Checklist on other side of application if Septic)

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes () no

Does the property contain any easements whether underground or overhead () yes no

Structures (existing or proposed): Single family dwellings: NA Manufactured Homes: NA Other (specify): NA

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Rick Carlisle Signature of Owner or Owner's Agent Date 12-8-2020

*****It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.*****

This application expires 6 months from the initial date if permits have not been issued*

APPLICATION CONTINUES ON BACK

strong roots • new growth

****This application expires 6 months from the initial date if permits have not been issued****

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

Environmental Health New Septic System

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**

Environmental Health Existing Tank Inspections

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**

"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted
 Innovative
 Conventional
 Any
 Alternative
 Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future?
 YES NO Does or will the building contain any drains? Please explain. _____
 YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any Easements or Right of Ways on this property?
 YES NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

Application for Manufactured Home Set-Up Permit
(Please fill out each part completely)

Part I – Owner Information:

Home Owner Information (To be completed by owner of the manufactured home)

Name: Christina Withey Address: 3524B US 64 Hwy W
City: Apex State: NC Zip: 27523 Daytime Phone: (919) 649-3213

Landowner Information (To be completed by landowner, if different than above)

Name: Christina Withey Address: 3524B US 64 Hwy W
City: Apex State: NC Zip: 27523 Daytime Phone: (919) 649-3213

Part II – Contractor Information (To be completed by Contractors or Homeowner, if applicable.)

Name, address, & phone must match information on license)

- A. **Set-Up Contractor** Company Name: Carters MH Movers
Phone: 919-422-0428 Address: 248 Woodruff Rd.
City: Selma State: NC Zip: 27576
State Lic# 002612 Email: _____
- B. **Electrical Contractor** Company Name: Glenn's Service Co.
Phone: 919-779-0849 Address: 6005 Brack Penny Rd.
City: Raleigh State: NC Zip: 27603
State Lic# 12810 L Email: glennsinc@nc.rr.com
- C. **Mechanical Contractor** Company Name: Glenn's Service Co.
Phone: _____ Address: 6005 Brack Penny Rd.
City: Raleigh State: NC Zip: 27603
State Lic# 12327H3 Email: glennsinc@nc.rr.com
- D. **Plumbing Contractor** Company Name: Priority Plumbing
Phone: 919-422-4935 Address: P.O. Box 264
City: Willow Spring State: NC Zip: 27592
State Lic# 19550 P Email: sjeffr808@aol.com

Part III – Manufactured Home Information

Model Year: 2020 Size: 28X64 **Complete & follow zoning criteria sheet**

Park Name: _____ Lot Number: _____

I hereby certify that I have the authority to apply for this permit, that the application is correct including the contractor information and have obtained their permission to purchase these permits on their behalf, and that the construction or installation will conform to the applicable manufactured home set-up requirements, and the Harnett County Zoning Ordinance. I understand that if any item is incorrect or false information has been provided that this permit could be revoked.

Rick Daxloff
Signature of Home Owner or Agent

12-8-2020
Date

**Effective July 1, 2004, a County Tax Department Moving Permit must be provided before a Set Up Permit will be issued. It is purchased from the tax office of the county that the home is moved from. If the home is from a dealer, we need proof of year on the Form 500 and if available, the serial number.*

List of inspections and Egress requirements available upon request. Progress Energy customers must provide Premise Number.

HARNETT COUNTY TAX ID#

03-24-2021 BY SB

For Registration Matthew S. Willis

Register of Deeds

Harnett County, NC

Electronically Recorded

2021 Mar 24 11:38 AM NC Rev Stamp: \$ 0.00

Book: 3957 Page: 925 - 928 Fee: \$ 26.00

Instrument Number: 2021006585

Submitted electronically by Henderson Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

Mail to the preparer:

Trinity Henderson

Attorney at Law

132 Partlo Street

Garner, NC 27529

EASEMENT

This deed of easement is made on the date indicated below, by and between **Scott Edward Withey and Cristina Ann Withey**, hereinafter referred to as Grantors, and **Scott Edward Withey and Christina Ann Withey**, herein referred to as Grantees.

For and consideration of the sum of ten dollars and other valuable consideration, the receipt of of which is hereby acknowledged, Grantors hereby give, grant, bargain and convey unto Grantees, and their heirs, successors and assigns, a perpetual right of ingress and egress and utility easement over the following property:

There shall be a 30 foot easement for ingress, egress and utilities along the southeastern property line of First Tract as described in the attached Exhibit "A" extending from Thomas Kelly Road along the entire southeastern property line of the First Tract and extending 150 feet into Second Tract along the southeastern property line of Second Tract.

This easement is provided for the benefit of the following property:

Second Tract as described in the attached Exhibit "A"

Grantees shall have the right to keep the easement in serviceable condition and do such repairs as may be necessary for the proper maintenance of the easement, and may pave with concrete or asphalt and install all necessary utility services such as water, sewer, electricity, telephone and cable, etc., and maintain such services.

WITNESS our hands and seals on this the 24 of March, 2021..

(seal)
Scott Edward Withey

C. Withey

(seal)
Cristina Ann Withey

State of North Carolina, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Scott Edward Withey and Cristina Ann Withey personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24 day of March, 2021.



Notary Public

My Comm. exp.: 10-01-21

Grantees shall have the right to keep the easement in serviceable condition and do such repairs as may be necessary for the proper maintenance of the easement, and may pave with concrete or asphalt and install all necessary utility services such as water, sewer, electricity, telephone and cable, etc., and maintain such services.

WITNESS our hands and seals on this the 17 of March, 2021..

Scott E. Withey (seal)
Scott Edward Withey

_____(seal)
Cristina Ann Withey

State of North Carolina, _____ County.

I, a Notary Public of the County and State aforesaid, certify that Scott Edward Withey and Cristina Ann Withey personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 17 day of March, 2021.

Amanda Nicole Mohr
Notary Public

My Comm. exp.: 2021

AMANDA NICOLE MOHR
Notary Public, State of New York
01M06411831
Qualified in Monroe County
My Commission Expires December 7, 2021

EXHIBIT A

FIRST TRACT: BEGINNING at a stake in the road in front of Isaac Womack's gate, and runs near as the road South 45 degs West 6.15 chains to a stake in a road nearly in front of John O'Quinn's residence black gum pointers; thence as another road North 27 degs West 8.50 chains to a stone in the edge of the road in Coon's line, two pine and cedar pointers, thence as Coon's line North 37 degs 30 mins East 1.20 chains to a stake in another road near a dogwood, Isaac Womack's corner; thence nearly as the road South 62 degs 30 mins East 8.16 chains to the first station, containing 3 acres, more or less.

For further reference, see Book 305, page 309, Harnett County Registry.

SECOND TRACT: All that certain tract of land, containing ten (10) acres, more or less, known as Lot No. One (1) in the division of the late I.B. Womack's 82 acre tract in Upper Little River Township, Harnett County, North Carolina, divided by the Court appointed commissioners in Special Proceeding 4409 in Harnett County Superior Court, said tract of land being more particularly described according to Plat prepared by B.C. Simpson, RLS 848, on April 13, 1964, and recorded in Harnett County Registry in Map Book 11, page 47, as follows:

BEGINNING at a stake at the control corner in the Patterson line and running thence South 54 degs East 605 feet to a stake near an old road, thence North 79 degs 30 mins East 260 feet to a stake in the West line of Lot #2; thence North along the west margin of Lot No 2 995 feet to a stake in the line of Lot #2; thence South 47 degs 45 mins West 909 feet to the BEGINNING, containing 10 acres, more or less, and being Lot No 1 of the property of the late I.B. Womack in Upper Little River Township, Harnett County, North Carolina, as surveyed by B.C. Simpson, RLS, which map is recorded in Map Book 11 at page 47 in the Harnett County Registry.

For further reference, see Deed recorded in Book 569, page 78, Harnett County Registry. See also Book 171, page 355, Harnett County Registry.

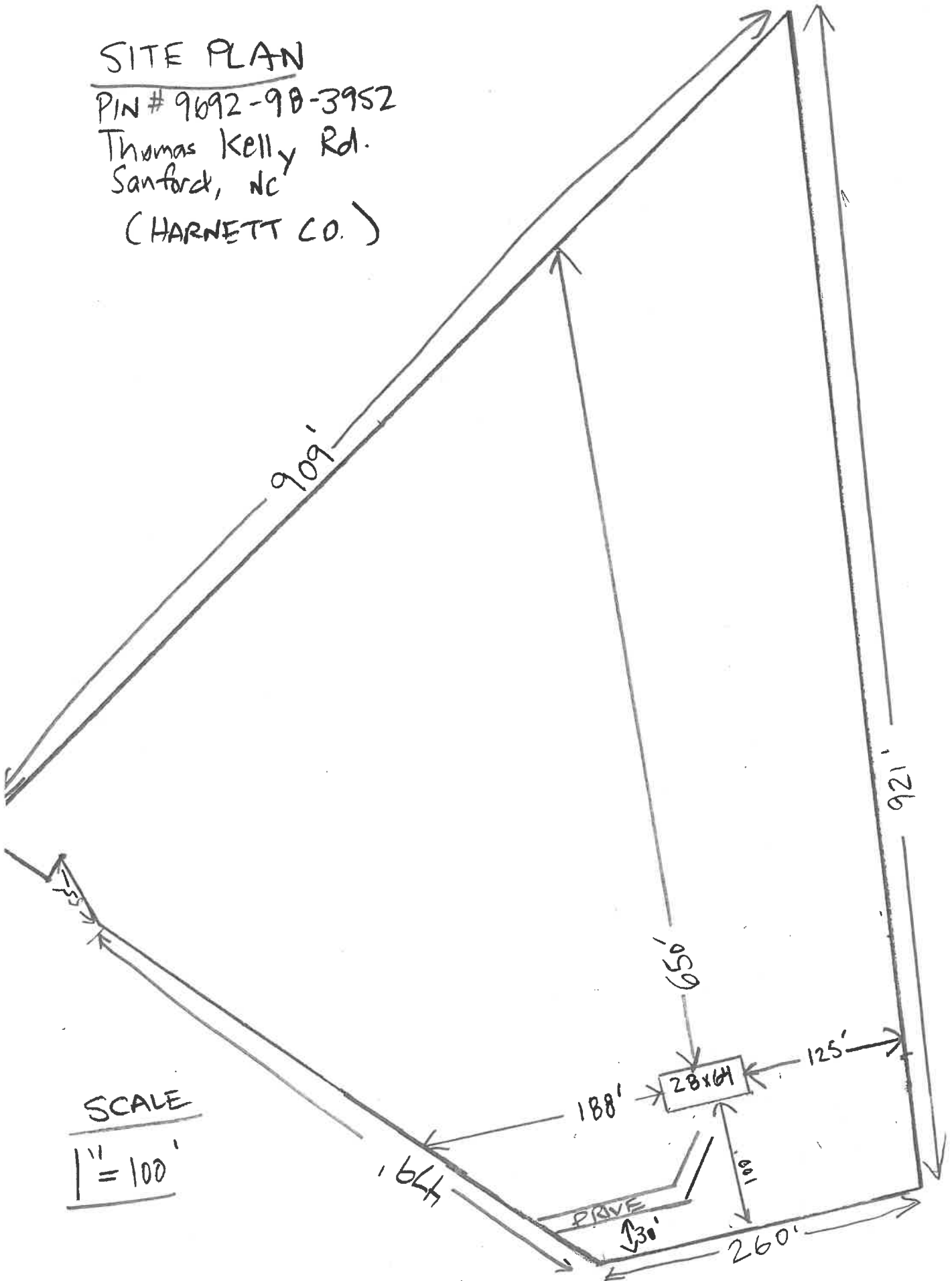
EXCEPTING THEREFROM that property that was conveyed to David L. Touvell and wife Pauline E. Touvell by deeds recorded in Book 1053, Page 987 and Book 1947, Page 430, Harnett County Registry, that was not reconveyed by deed recorded in Book 1947, Page 433, Harnett County Registry.

SITE PLAN

PIN # 9692-98-3952

Thomas Kelly Rd.
Sanford, NC

(HARNETT CO.)



SCALE

1" = 100'

1411370

SALES AGREEMENT

DATE: 1/12/2021
 BUYER(S): Cristina Ann Withey

ADDRESS: 3524 B US 64 HWY WEST EAGLE ROCK NC 27523
 DELIVERY ADDRESS: TBD THOMAS KELLY RD. SANFORD NC 27330
 TELEPHONE: _____ SALES PERSON FULL NAME: Rick Garloff

BASE PRICE: \$137,414.40
 State Tax: \$3,263.60
 Local Tax: \$0.00

Make: CMH Model: 57GMS28643BH20
 Year: N/A Length: N/A Width: N/A Stock#: OR7118
 Serial No.: ROC737118NCAB New Used

1. CASH PRICE \$140,678.00
TITLE FEES \$56.00

TRADE: Make: N/A Model: N/A
 Year: N/A Length: N/A Width: N/A Title #: _____
 Serial No.: _____

Federal Warranty Service Corporation \$856.92
 (Including Sales Tax paid to State: \$57.92)

Amount owed will be paid by: Buyer Seller
 Owed to: _____

2. TOTAL PACKAGE PRICE \$141,590.92
 Trade Allowance N/A
 Less Amount Owed N/A
 Trade Equity N/A
 Cash Down Payment \$1,000.00

OPTIONS: Heat Pump, Pier Concrete Footers, 6x12 Front Deck, 4x6 Rear Deck, Vapor Barrier, Install Vinyl Underpinning, 5 Yr. HBPP

3. LESS ALL CREDITS \$1,000.00

SELLER RESPONSIBILITIES: Permits, Delivery and Set Up, Interior and Exterior Trim, New Electrical Service, Plumbing

4. REMAINING BALANCE \$140,590.92

BUYER RESPONSIBILITIES: Customer to have homesite area and driveway path cleared for home. Customer to pay for well, well pump and septic outside of financing. Homeowners Insurance, All finance related items. Anything not listed as optional or retailer responsibility.
 May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.

I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT. ESTIMATED RATE OF FINANCING 6.25% NUMBER OF YEARS 23 ESTIMATED MONTHLY PAYMENTS \$996.70

Location	Type of Insulation	Thickness	R-Value
Floors	Fiberglass	7.50	22
Exterior	Fiberglass	3.50	11
Ceilings	Cellulose	8.49	33

This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, SECTION 460.16.

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

SELLER:

 _____ 1/27/2021
 CMH Homes, Inc. d/b/a -
 DocuSigned by:

 CLAYTON HOMES - RALEIGH, NC
 3912 FAYETTEVILLE RD
 RALEIGH NC 27603

BUYER:

 _____ 1/12/2021
 Signature of: Cristina Ann Withey

 Signature of:

 Signature of:



1411370

ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any provisions of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement. Unless specifically modified by written amendment to this Sales Agreement, the terms and conditions stated herein control this sale.
2. **SELLER RESPONSIBILITIES.** Delivery and installation: Normal delivery and installation are included in the purchase price; however, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy.
3. **DEPOSIT.** The Buyer will complete the transaction by paying the full purchase price and related fees and charges in cash or by obtaining a loan or other financing arrangement from the lender selected by Buyer. After the three-day cancellation period expires, if Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (except cancellation due to being refused financing), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, court costs, and any construction costs incurred in connection with the sale to the extent permitted by applicable law. Nothing in this Sales Agreement shall preclude Seller from electing to pursue any other remedies available to Seller.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.
5. **INSPECTION.** Buyer has examined the home and items related to the purchase and found it acceptable for Buyer's particular needs. Buyer's own judgment and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.
6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this Sales Agreement either before or after it is delivered.
7. **LIMITATION OF DAMAGES.** If any warranty is limited to repair or replacement and such warranty fails because attempts at repair are not completed within a reasonable time or the warrantor(s) has (have) gone out of business, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In no event, will the Seller be liable to the Buyer(s) for any incidental or consequential damages. Buyer(s) also agree(s) that once the unit has been accepted, even though a warranty does not accomplish its purpose, the Buyer cannot return the unit to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one (1) year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home, items sold with the home or its contents which have been provided by the manufacturer of the home, items sold with the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
10. **ORAL REPRESENTATIONS.** Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
11. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration agreement establish the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement supersedes any prior, signed Sales Agreements, and may only be modified by written agreement of the parties hereto.

HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P.O. Box 400, Lillington, NC 27546-0400

Phone (910) 893-8743 / Fax (910) 893-3594

www.halowensoil.com

30 October 2020

Ms. Christina Withey

Reference: Preliminary Soil Investigation

A Portion of Property on Thomas Kelly Road; PIN 9692-98-3952

Dear Ms. Withey,

A site investigation has been conducted for a portion of the above referenced property, located on the eastern side of Thomas Kelly Road (SR 1277) in Harnett County, North Carolina. The purpose of this investigation was to determine the site's ability to support subsurface sewage waste disposal systems. All sewage disposal ratings and determinations were made in accordance with "Laws and Rules for Sewage Treatment and Disposal Systems, 15A NCAC 18A .1900". This report represents my professional opinion as a Licensed Soil Scientist but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed.

A portion of this property was observed to be underlain by soils that are rated as provisionally suitable soils for subsurface sewage waste disposal (see attached map). These provisionally suitable soils were observed to be firm clays to greater than 32 inches and will support long term acceptance rates of 0.3 gal/day/sqft. It appears that the soils on this property are adequate to support a conventional or accepted septic system and repair area for at least two residences.

I appreciate the opportunity to provide this service and trust that you will feel free to call on me again in the future. If you have any questions or need additional information, please contact me at your convenience.



Sincerely,

Hal Owen
Licensed Soil Scientist


Preliminary Soil Investigation
A Portion of Property on Thomas Kelly Road; PIN 9692-98-3952
30 October 2020

Soil Map

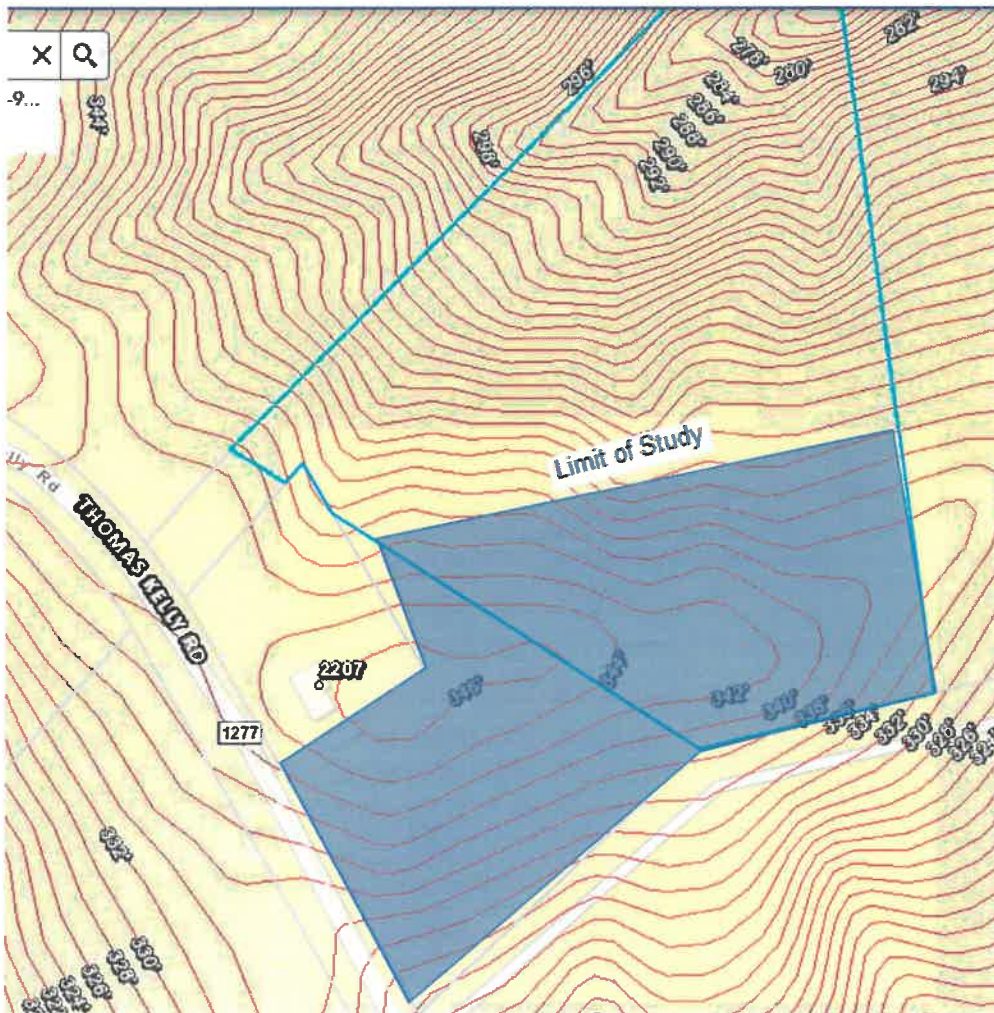
Soil Map Legend

 Provisionally Suitable Soils

Scale 1 in = 200 ft



*Distances are paced
and approximate.
Not a survey.*



HARNETT COUNTY TAX ID#
139692 0033
139692 0031
12-11-2020 BY SB

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2020 Dec 11 11:17 AM NC Rev Stamp: \$ 148.00
Book: 3908 Page: 825 - 827 Fee: \$ 26.00
Instrument Number: 2020023182

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **\$148.00**

Parcel Identifier No. 9692-98-3952.000 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: **Ms. Cristina Ann Withey, 3524B US Hwy West, Apex, NC 27523** Prepared by & Return to: Morgan & Perry Law
920 Durham St., Fuquay-Varina, NC 27526
This instrument was prepared by: **G. Hugh Moore, Attorney, P.O. Box 194, Sanford, NC 27331-0194**
Brief description for the Index:

THIS DEED made this 1 day of December, 2020, by and between

GRANTOR

GRANTEE

**GEORGE T. STALLINGS, JR. and
wife, CARLA J. STALLINGS**

SCOTT EDWARD WITHEY, married person
and **CRISTINA ANN WITHEY**, unmarried person

1815 Thomas Kelly Road
Sanford, North Carolina 27332

to be held as Tenants in Common
3524B US Highway West
Apex, North Carolina 27523

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple all that certain lot or parcel of land situated in **Upper Little River** Township, **Harnett** County, North Carolina and more particularly described as follows:

Description is attached hereto as Exhibit A and incorporated herein by reference

This property is not the primary residence of Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book **2247** Page **758**.
A map showing the above described property is recorded in Plat Cabinet _____ Slide _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

George T. Stallings, Jr. (SEAL)
GEORGE T. STALLINGS, JR.

By: _____
Title: _____

Carla J. Stallings (SEAL)
CARLA J. STALLINGS

By: _____
Title: _____

(SEAL)

(SEAL)

State of North Carolina - County of LEE



I, the undersigned Notary Public of the County and State aforesaid, certify that **GEORGE T. STALLING, JR. and wife, CARLA J. STALLINGS**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 1 day of December, 2020.

My Commission Expires: October 3, 2025

Molly A. McEwen
Notary Public

State of _____ - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public

EXHIBIT A

FIRST TRACT: BEGINNING at a stake in the road in front of Isaac Womack's gate, and runs near as the road South 45 degs West 6.15 chains to a stake in a road nearly in front of John O'Quinn's residence black gum pointers; thence as another road North 27 degs West 8.50 chains to a stone in the edge of the road in Coon's line, two pine and cedar pointers, thence as Coon's line North 37 degs 30 mins East 1.20 chains to a stake in another road near a dogwood, Isaac Womack's corner; thence nearly as the road South 62 degs 30 mins East 8.16 chains to the first station, containing 3 acres, more or less.

For further reference, see Book 305, page 309, Harnett County Registry.

SECOND TRACT: All that certain tract of land, containing ten (10) acres, more or less, known as Lot No. One (1) in the division of the late I.B. Womack's 82 acre tract in Upper Little River Township, Harnett County, North Carolina, divided by the Court appointed commissioners in Special Proceeding 4409 in Harnett County Superior Court, said tract of land being more particularly described according to Plat prepared by B.C. Simpson, RLS 848, on April 13, 1964, and recorded in Harnett County Registry in Map Book 11, page 47, as follows:

BEGINNING at a stake at the control corner in the Patterson line and running thence South 54 degs East 605 feet to a stake near an old road, thence North 79 degs 30 mins East 260 feet to a stake in the West line of Lot #2; thence North along the west margin of Lot No 2 995 feet to a stake in the line of Lot #2; thence South 47 degs 45 mins West 909 feet to the BEGINNING, containing 10 acres, more or less, and being Lot No 1 of the property of the late I.B. Womack in Upper Little River Township, Harnett County, North Carolina, as surveyed by B.C. Simpson, RLS, which map is recorded in Map Book 11 at page 47 in the Harnett County Registry.

For further reference, see Deed recorded in Book 569, page 78, Harnett County Registry. See also Book 171, page 355, Harnett County Registry.

EXCEPTING THEREFROM that property that was conveyed to David L. Touvell and wife Pauline E. Touvell by deeds recorded in Book 1053, Page 987 and Book 1947, Page 430, Harnett County Registry, that was not reconveyed by deed recorded in Book 1947, Page 433, Harnett County Registry.



Property Description:
9.684 ACRES LOT #1 OQUINN

Harnett County GIS

PID: 139692 0033

PIN: 9692-98-3952.000

REID: 0031316

Subdivision:

Taxable Acreage: 9.680 AC ac

Caclulated Acreage: 8.92 ac

Account Number: 1500040013

Owners: WITHEY SCOTT EDWARD & WITHEY CRISTINA ANN

Owner Address : 3524B US 64 HWY W APEX, NC 27523-9698

Property Address: THOMAS KELLY RD SANFORD, NC 27330

City, State, Zip: SANFORD, NC, 27330

Building Count: 0

Township Code: 13

Fire Tax District: Boone Trail

Parcel Building Value: \$0

Parcel Outbuilding Value : \$0

Parcel Land Value : \$14100

Parcel Special Land Value : \$0

Total Value : \$14100

Parcel Deferred Value : \$0

Total Assessed Value : \$14100

Neighborhood: 01301

Actual Year Built:

TotalAcutalAreaHeated: Sq/Ft

Sale Month and Year: 12 / 2020

Sale Price: \$74000

Deed Book & Page: 3908-0825

Deed Date: 1607644800000

Plat Book & Page: -

Instrument Type: WD

Vacant or Improved:

QualifiedCode: A

Transfer or Split: T

Within 1ml of Agriculture District: No

Prior Building Value: \$0

Prior Outbuilding Value : \$0

Prior Land Value : \$10060

Prior Special Land Value : \$0

Prior Deferred Value : \$0

Prior Assessed Value : \$10060



Generating Map...