

Date: 3-20-03

Application # C - 50006714

COUNTY OF HARNETT LAND USE APPLICATION 99 Scuppernon Ln.

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

Applicant: WMS Developers, LLC. Mailing Address: P.O. Box 310
City: Angier State: N.C. Zip: 27501 Phone #: 919-639-2231

Agent: Wellon's Realty Mailing Address: P.O. Box 730
City: Dunn State: N.C. Zip: 28335 Phone #: 910-892-3123

PROPERTY LOCATION: SR #: SR Name:

Parcel: 11-0651-0657-54 PIN: 0651-93-4201

Zoning: RA40 Subdivision: Plant Vineyard Lot Size: 35.05

Flood Plain: X Panel: 85 Watershed: Deed Book/Page: 1395-0711 Plat Book/Page: 2002-912A

If located with a Watershed indicate the % of Imperious Surface:
Take 210 East approx 1/2 mile past McDonald's to Tripp Rd. Take left on Tripp Rd approx 3/4 mile on left.

PROPOSED USE:

- Sg. Family Dwelling (Size x ) # of Bedrooms # Baths Basement (w/wo bath) Garage Deck
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

X Other Remaining existing structure for pool house &

Water Supply: (X) County ( ) Well (No. dwellings ) ( ) Other

Sewage Supply: (X) 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)

Table with 5 columns: Required Property Line Setbacks, Minimum, Actual, Minimum, Actual. Rows for Front, Side, Nearest Building, Rear, Corner.

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 of Applicant

Date: 3/20/03

\*\*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

# 210-3-25 (N)

81

WJ Developers  
Deed Book 1353, Page 420  
Map Number 2000-548

80

WJ Developers  
Deed Book 1353, Page 420  
Map Number 2000-545

9196396981

77

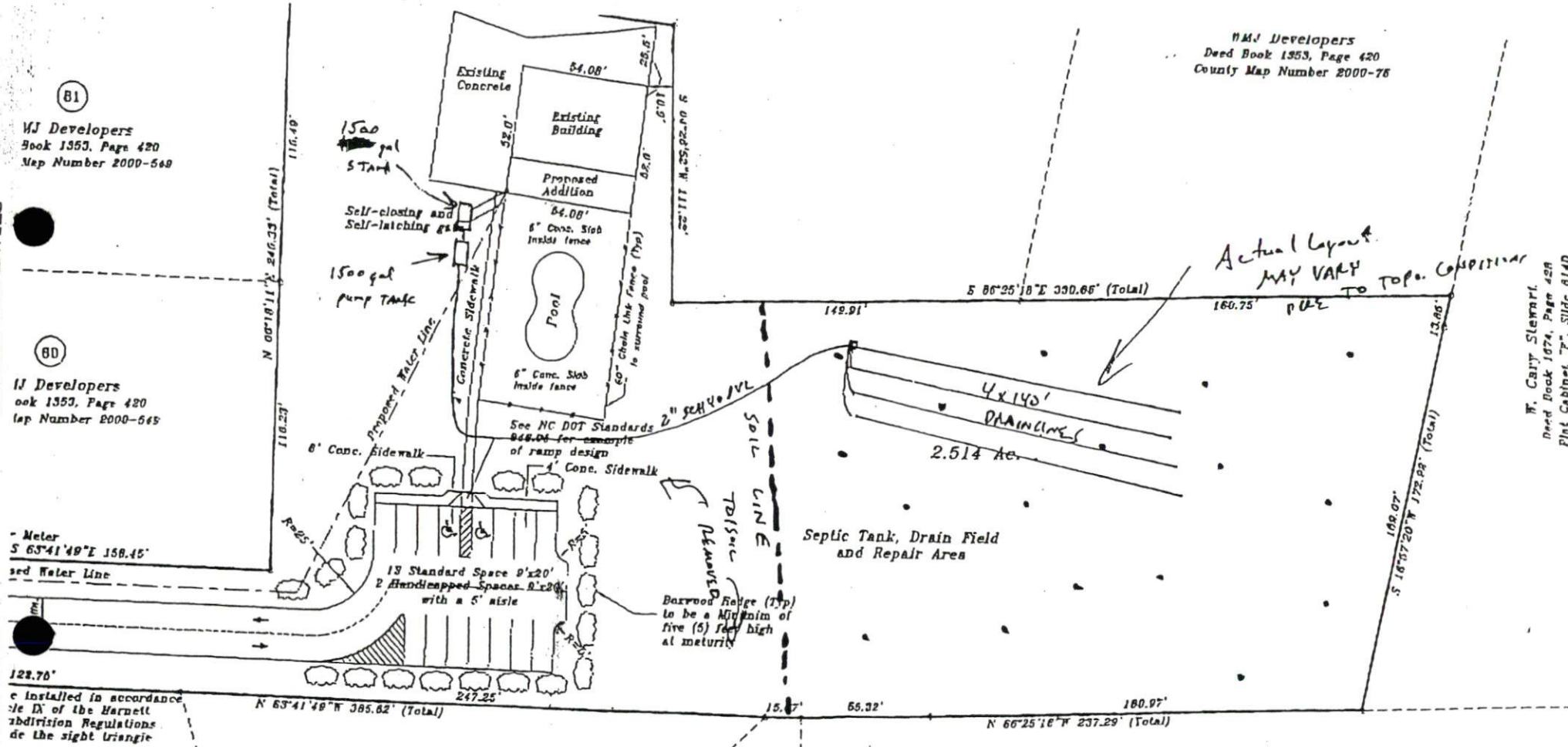
J Developers  
Deed Book 1353, Page 420  
Map Number 2000-549A

76

WMJ Developers  
Deed Book 1353, Page 426  
County Map Number 2000-549A

75

WMJ Developers  
Deed Book 1353, Page 420



WMJ Developers  
Deed Book 1353, Page 420  
County Map Number 2000-78

Actual Layout  
MAY VARY  
TO TOP. CONDITIONS

F. Cary Stewart  
Deed Book 1074, Page 428  
Plat Cabinet T, Slide 814D

□ = Provisionally Suitable

1" = 40'

Charles H. Blanchard  
Deed Book 746, Page 684  
Deed Book 1242, Page 194

03/11/2003 17:13



# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540

March 18, 2003

Mr. Jimmy Johnson  
PO Box 310  
Angier, N.C. 27501

Re: Soil/site evaluation for subsurface waste disposal system, proposed swimming pool site, Plantation at Vineyard Green, Harnett County, North Carolina

Dear Jimmy,

A soil/site evaluation has been conducted on the aforementioned property. The subject site is located off Tripp road as approximated on the accompanying map. The purpose of the investigation was to determine if soils were acceptable for a subsurface waste disposal system to serve a swimming pool house (to serve 83 lots with an 800 square foot pool 20' x 40'). All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

At least one site was located on the property that contained soils that have provisionally suitable properties exceeding 24 inches. The site essentially lies on a linear slope (0 - 2%) landscape. Soil borings conducted in most of this area consisted of 6 or more inches of loamy sand underlain by sandy clay loam and/or clay extending to 24 or more inches. Soil wetness (colors of chroma 2 or less) was typically observed greater than 24 inches below the soil surface. All other soil characteristics were either suitable or provisionally suitable to at least 24 inches.

Based on soil borings and site conditions, it appears that this site would be designated provisionally suitable for a conventional subsurface system to serve the proposed facility.

According to Mr. Steven Berkowitz (NC DEH engineer), a pool house should be designed using the greater of 15Ft<sup>2</sup> surface area/person or 1 person per lot.

800 square feet/ 15 = 53 people  
1 person per lot x 83 lots = 83 people

Current rules require 10 gallons/person as a water use design figure. According to Mr. Berkowitz, the use of low flow fixtures (such as low flow toilets, spring loaded faucets and low flow shower heads) would allow a reduction of 30% or 7 gallons per person per day.

Therefore, 83 people x 7 gal/person = 581 gallons per day


581 gal/day/ 0.35 gpd/ft<sup>2</sup> = 1660 square feet (554 linear feet of conventional line).  
Rounding up would be 4 lines at 140 linear feet.

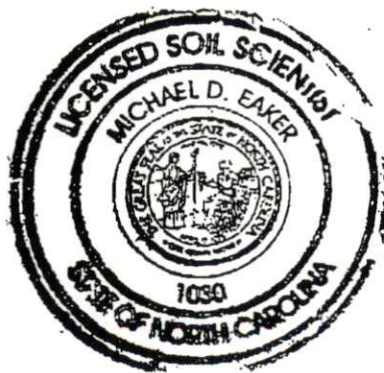
The enclosed design roughly shows this proposal.

Please submit this information along with the appropriate application to the Harnett County Health Department.

This report, of course, does not guarantee or represent approval or issuance of permit as issued by the Harnett County Health Department. This report represents my opinion as a licensed soil scientist. Permits will only be granted if health department personnel concur with the findings of this report.

Sincerely,

  
Mike Eaker  
President



435-0103460/00001

SATISFACTION: The debt secured by this Deed of Trust, as evidenced by the note or other document secured thereby, has been satisfied in full. This the \_\_\_\_\_ day of \_\_\_\_\_

Signed: \_\_\_\_\_

Mail after recording to:

Dwight Snow, Attorney  
302 W. Edgerton St.  
Dunn, NC 28334

This instrument was prepared by:

Dwight Snow, Attorney and BB&T

HARNETT COUNTY NC

Book 1395  
Pages 0711-0717

FILED 7 PAGE(S)  
01/10/2000 4:05 PM  
KIMBERLY S. HARGROVE  
Register of Deeds  
By: \_\_\_\_\_ Deputy/Asst.

Recording: Time, Book and Page

Brief description for index:

Approx. 35.05 Acres Angier, Harnett County, NC

# NORTH CAROLINA (FUTURE ADVANCE) DEED OF TRUST

(Collateral is or Includes Fixtures)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made as of this \_\_\_\_\_ 5th day of \_\_\_\_\_ January \_\_\_\_\_, 2000 by and between:

GRANTOR (Include Address)

WMJ Developers, LLC  
PO Box 310  
Angier, NC 27501

David J. Little TRUSTEE  
~~Branch Banking and Trust Company~~, a resident of North Carolina

BENEFICIARY  
BRANCH BANKING AND TRUST COMPANY, a  
North Carolina state banking corporation  
P.O. Box 1255, Winston-Salem, NC 27102-1255

IF BOX CHECKED, THIS DEED OF TRUST SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

### THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST:

1. The maximum principal amount of the Debt (defined below), including present and future advances, secured by this Deed of Trust is

Six Hundred Eighty One Thousand Two Hundred Dollars and no/100-----  
(\$ 681,200.00 ) Dollars.

2. The Debt, on the date hereof, is evidenced by a Note and/or other Document described by name, parties, dollar amount and date as follows:

Note dated January 5, 2000 in the amount of \$ 681,200.00  
executed by WMJ Developers, LLC

and may be evidenced by and shall be at all times deemed to include, any and all other notes or other Documents now or hereafter evidencing any debt whatsoever incurred by Grantor and payable to Beneficiary, the terms of which are incorporated herein by reference.

3. Pursuant to the provisions of Sections 45-67 et seq., of the North Carolina General Statutes, this Deed of Trust secures the payment of the Debt, including present and future advances.

4. The current principal amount of the Debt advanced on the date hereof (including any outstanding amounts advanced previously) by Beneficiary is

\$ \_\_\_\_\_ (if none, so state).

5. No execution of a written instrument or notation shall be necessary to evidence or secure any future advances made hereunder. The period within which future advances are to be made shall be the fifteen year period beginning on the date of this Deed of Trust.

6. The real property which is the subject of this Deed of Trust is located in or near the City of Angier, in the Township of Neill's Creek, in the County of Harnett, in the State of North Carolina, and the legal description and the chain of title reference of the real property are set forth as follows:

See Exhibit "A"



STATEMENT OF PURPOSE: In this Deed of Trust reference shall be made simply to the "Note or other Document", and such a reference is deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and modifications thereof, whether heretofore or hereafter executed, and includes without limitation all writings described generally and specifically on the first page of this Deed of Trust in numbered paragraph 2. This Deed of Trust shall secure the performance of all obligations of Grantor and of any third party to Beneficiary which are described in this Deed of Trust, in the Note or other Document, and such performance includes the payment of the Debt. In this Deed of Trust the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible fluctuations of the interest rate if so provided in the Note or other Document; (iii) all renewals or extensions of any obligation under the Note or other Document (even if such renewals or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor to Beneficiary which are described in this Deed of Trust, or in the Note or other Document, (for example, payment of the attorneys fees of the Beneficiary, insurance premiums and ad valorem taxes).

NOW, THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Grantor and Beneficiary, Grantor hereby conveys to Trustee, in trust, with power of sale, the real property described in this Deed of Trust, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property, all proceeds thereof and all other appurtenant rights and privileges. The term "the Property" shall include this real property, any such improvements, fixtures, and also all appurtenant rights and privileges.

TO HAVE AND TO HOLD the Property, to Trustee, his successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

1. PERFORMANCE BY GRANTOR. Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.

2. TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES. Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other deed of trust or writing (herein Other Deed of Trust) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall upon request of Beneficiary promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary. Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.

3. INSURANCE. Grantor shall keep insured all improvements which are now existing and which might hereafter become part of the Property, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary; and Grantor shall pay promptly, when due, any premiums on the insurance. All insurance shall be carried with companies approved by Beneficiary, and Grantor shall cause all policies and renewals thereof to be delivered to Beneficiary; and the policies shall contain loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, and Beneficiary may make proof of loss if such is not made promptly by Grantor. Any insurer is hereby expressly authorized and directed to make payment for the loss directly and solely to Beneficiary. Further, Beneficiary may apply the insurance proceeds, or any part thereof, in its sole discretion and at its option, either to the reduction of the Debt or to the restoration or repair of any portion of the Property damaged.

4. ESCROW DEPOSITS. Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Beneficiary upon demand.

5. PRESERVATION AND MAINTENANCE OF THE PROPERTY. Grantor shall keep the Property in as good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value of the Property. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Beneficiary's prior written consent.

6. COMPLIANCE WITH LAWS. Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. CONDEMNATION AWARD. Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of the power of eminent domain shall be payable solely to Beneficiary, which may apply the sums so received to payment of the Debt.

8. PAYMENTS BY BENEFICIARY. If Grantor shall be in default in the timely payment or performance of any of Grantor's obligations, the Note or other Document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Deed of Trust, shall bear interest from the time expended until paid at the rate of interest accruing on the Debt, and shall be due and payable on demand.

9. RENTS AND PROFITS. Grantor hereby assigns to Beneficiary all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Deed of Trust. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection, to the Debt or to any obligations secured by this Deed of Trust in any manner as Beneficiary may desire. However, until default under the Note or other Document or under this Deed of Trust, Grantor may continue to collect and retain the rents and profits without any accountability to Beneficiary. Beneficiary's election to pursue the collection of the rents or profits shall be in addition to all other remedies which Beneficiary might have and may be put into effect independently of or concurrently with any other remedy.

10. SECURITY INTEREST. All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. Grantor agrees to execute and deliver to Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as long as the Debt remains unpaid) makes, constitutes and appoints Beneficiary as the true and lawful attorney of Borrower to sign the name of Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds.

11. GRANTOR'S CONTINUING OBLIGATION. This Deed of Trust shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document; (c) the forbearance or extension of time for payment of the Debt or for performance of any obligations under this Deed of Trust, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Deed of Trust, the Note or other Document. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment in the event of foreclosure against Grantor or any party who had assumed payment of the Debt of who assumed any other obligations the performance of which is secured by this Deed of Trust.

12. SUBSTITUTION OF TRUSTEE. Beneficiary shall have the unqualified right to remove the individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees by instruments filed for registration in the County Registry where this Deed of Trust is recorded. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property and with all rights, powers and duties conferred upon the individual originally designated as Trustee, in the same manner and to the same effect as though that party were named herein as the original Trustee.

Trustee voluntarily or otherwise shall become



TESTIMONY WHEREOF, the above corp Grantor has caused  
s instrument to be executed in its corporate name  
attested by its \_\_\_\_\_ President,  
\_\_\_\_\_ Secretary,  
and its corporate seal to be hereto affixed all by the lawful order of its  
Board of Directors first duly given, with this sealed instrument being  
delivered on the date first above written.

\_\_\_\_\_  
(CORPORATE NAME)  
By: \_\_\_\_\_ President  
By: \_\_\_\_\_ Secretary  
ATTEST: \_\_\_\_\_ Secretary  
(CORPORATE SEAL)

IN TESTIMONY WHI each individual Grantor has hereunto  
set his hand and adopted a al the word "SEAL" appearing beside or  
near his signature, this sealed instrument being executed and delivered on  
the date first above written.

Grantor: \_\_\_\_\_ (SEAL)  
Grantor: \_\_\_\_\_ (SEAL)  
Grantor: \_\_\_\_\_ (SEAL)  
Grantor: \_\_\_\_\_ (SEAL)

IN TESTIMONY WHEREOF, the above partnership Grantor, Limited Liability Company, or Limited Liability Partnership has caused this instrument to be  
executed in the appropriate company or partnership name by duly authorized general partner(s) or managers, and has adopted as its seal the word "SEAL"  
appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

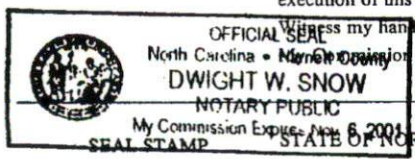
WMJ Developers, LLC (SEAL)  
NAME OF PARTNERSHIP, LLC, OR LLP  
By: \_\_\_\_\_ (SEAL)  
Title: Robert P. Wellons, PARTNER

By: \_\_\_\_\_ (SEAL)  
Title: Hubert J. Montague, PARTNER  
By: \_\_\_\_\_ (SEAL)  
Title: James W. Johnson, III, PARTNER

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public, do hereby certify that  
Grantor,  
personally appeared before me this day and acknowledged the execution of this Deed of Trust.  
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public, do hereby certify that  
Grantor,  
personally appeared before me this day and acknowledged the execution of this Deed of Trust.  
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF HARNETT  
I, DWIGHT W. SNOW a Notary Public, do hereby certify that  
ROBERT P. WELLONS, HUBERT J. MONTAGUE and JAMES W. JOHNSON, III  
personally appeared before me this day and acknowledged that he/they is/are general partners (indicate whether general  
partners or managers) of WMJ DEVELOPERS, LLC  
a limited liability company, and further acknowledged the due  
execution of this Deed of Trust on behalf of the WMJ Developers, LLC



Witness my hand and official stamp or seal, this 10th day of January, 2000  
Expire: 11/6/2001  
Dwight W. Snow  
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County,  
North Carolina, do hereby certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged that he is \_\_\_\_\_ Secretary of \_\_\_\_\_  
\_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing  
instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by \_\_\_\_\_ self as its  
\_\_\_\_\_. Secretary.  
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC