

Initial Application Date: 3-17-09

Application # 0950021757

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

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

LANDOWNER: JAMES WILLIAMS Mailing Address: _____

City: _____ State: _____ Zip: _____ Home #: _____ Contact #: _____

APPLICANT: CHOO CHOO HOMES Mailing Address: 4209 BRAGG BLVD

City: FAYETTEVILLE State: NC Zip: 28303 Office Home #: 910 860 8787 Contact #: 910 818 7731

CONTACT NAME APPLYING IN OFFICE: COLIN WATSON Phone #: 910 818 7731

PROPERTY LOCATION: Subdivision w/phase or section: Pamela Williams Lot #: 3 Lot Acreage: 2.91 AC

State Road #: 1779 State Road Name: BUNN-LEVEL-ERWIN RD Map Book & Page: 2007, 392

Parcel: 12 0565 0207 00 PIN: 0577-72-9641.000

Zoning: None Flood Zone: AEFW Watershed: IV Deed Book & Page: DTP Power Company: _____

*New homes with Progress Energy as service provider need to supply premise number _____ from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: TAKE 401ST FOR 6.2 MILES T/L ON BUNN LEVEL-ERWIN RD (S/R 1779) FOR 2.6 MILES T/L ON THINK SMART LANE FOR 200 YARDS TO LOT ON LEFT

PROPOSED USE:

- SFD (Size x) # Bedrooms # Baths Basement (w/wo bath) Garage Deck Circle: Crawl Space / Slab
- Mod (Size x) # Bedrooms # Baths Basement (w/wo bath) Garage Site Built Deck ON Frame / OFF
- Manufactured Home: SW DW TW (Size 28 x 76) # Bedrooms 4 Garage (site built?) Deck (site built?) future 33x28 Garage *
- Duplex (Size x) No. Buildings No. Bedrooms/Unit
- Home Occupation # Rooms Use Hours of Operation: #Employees
- Addition/Accessory/Other (Size x) Use Closets in addition () yes () no

Water Supply: () County () Well (No. dwellings) **MUST** have operable water before final
Sewage Supply: () New Septic Tank (Complete Checklist) () Existing Septic Tank (Complete Checklist) () County Sewer

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

Structures (existing & proposed): Stick Built/Modular Manufactured Homes 1 proposed Other (specify)

Required Residential Property Line Setbacks:

Front	Minimum <u>35</u>	Actual <u>90'</u>
Rear	<u>25</u>	<u>170'</u>
Closest Side	<u>10</u>	<u>75'</u>
Sidestreet/corner lot	<u>20</u>	
Nearest Building on same lot	<u>6</u>	

Comments: _____

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.

Colin Watson
Signature of Owner or Owner's Agent

3-17-09 3/18/09
Date

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

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Asst./Deputy Register of Deeds

SCALE 1 TO 60

CL..... Centerline
 CP Computed Point
 FRRS..... Found Railroad Spike
 SRRS..... Set Railroad Spike
 AXF..... Found Axle
 FLK..... Found Lightwood Knot

 → INDICATES FUTURE SITE OF GARAGE 33X28

SITE PLAN APPROVAL

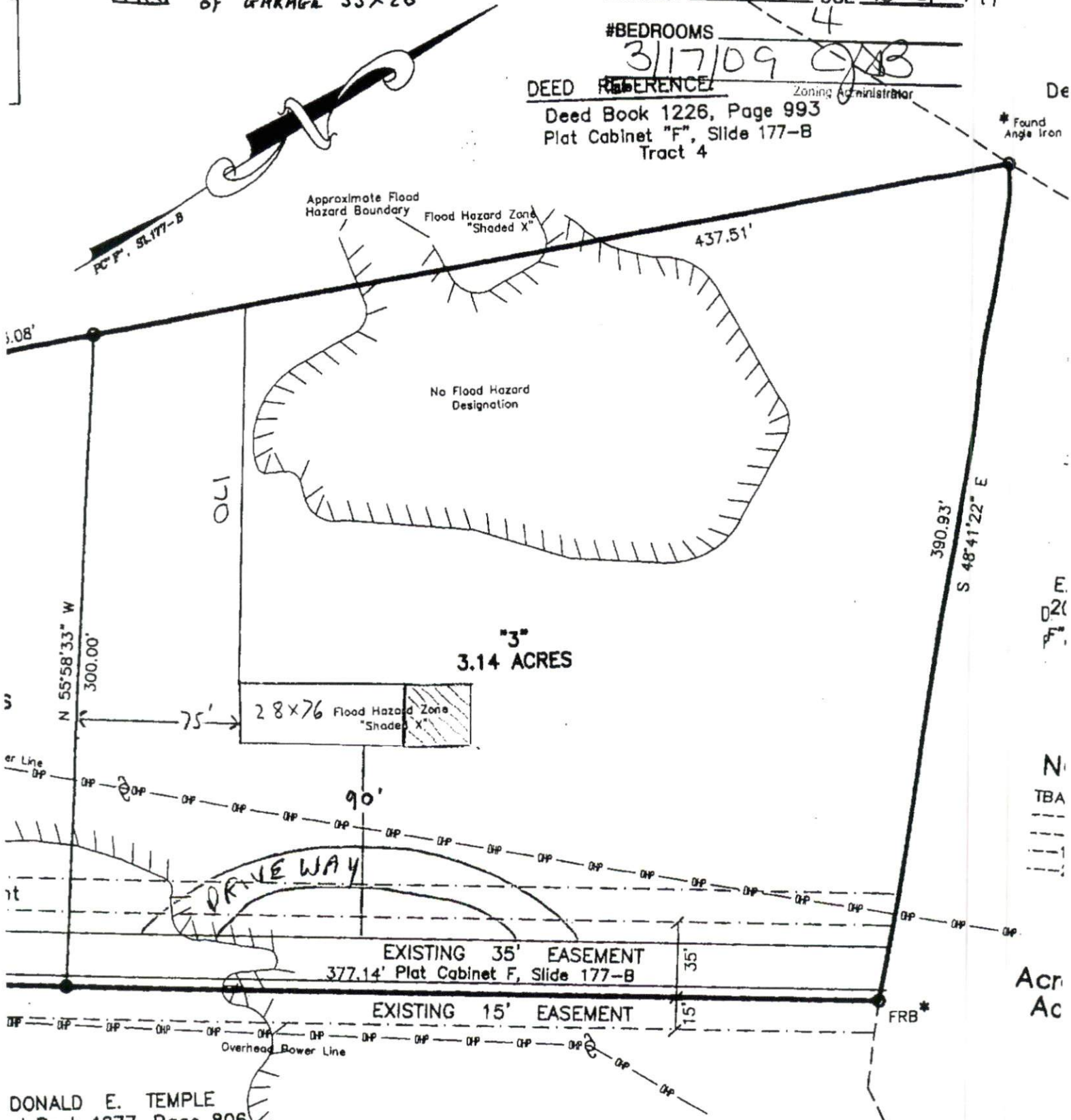
DISTRICT None USE Dwm H

#BEDROOMS 4

317109 QXB

DEED REFERENCE Zoning Administrator

Deed Book 1226, Page 993
 Plat Cabinet "F", Slide 177-B
 Tract 4



DONALD E. TEMPLE
 Deed Book 1877, Page 806
 Plat Cabinet "F", Slide 289-C

MINOR SUBDIVISION

NAME: Choo Choo Homes

APPLICATION #: 21757

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)

910-893-7525 option 1

CONFIRMATION # _____

Environmental Health New Septic System Code 800

- 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.**
- **Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)**
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

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.

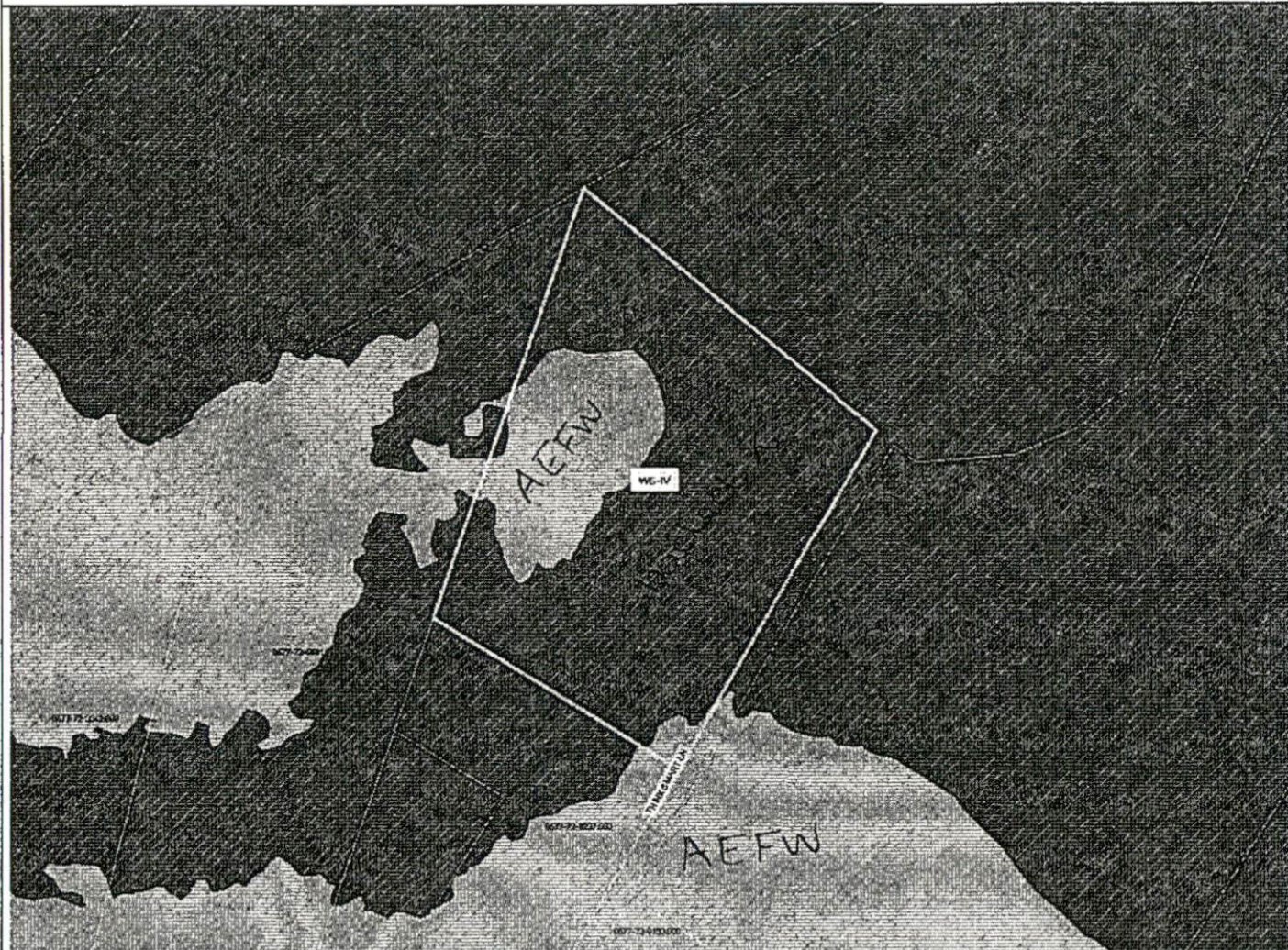
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

3-17-09

DATE

HARNETT COUNTY, NORTH CAROLINA

GIS/LAND RECORDS



- city limits
- roads
- Centerline
- Parcels
- flood areas
- Major Roads
- FEMA Flood 2005 Index
- FEMA Flood Zones 2005
- AE
- AEFW
- SHAD X
- watershed
- WS-B
- WS-B HOW
- WS-B HSW
- WS-V
- Color orthos

Harnett County GIS
305 W Cornelius Harnett Blvd, Suite 100
Lillington, NC 27546
Phone: 910-893-7523 WWW.HARNETT.ORG

Any use of this map shall be at the sole risk of the user of this map. Although, all effort has been taken to insure accuracy in the data presented, Harnett County makes no warranty, expressed or implied, as to the accuracy of this information represented herein. Any user of this product shall hold harmless Harnett County, its elected officials, employees and agents from and against any claim, damage, loss, action, cause of action, or liability arising from the use of this GIS product.



Johnson Prop. Realtor & Auct.
PO Box 310
Angier, NC 27501
Phone: 919-639-2231, Fax: 919-639-6981

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
(Consult "Guidelines" (form 12G) for guidance in completing this form)

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-1) with the New Construction Addendum (Form 2A3-T).

Rebel Z Bryan
as Buyer, hereby offers to purchase and

James E Williams
as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Barnett County, State of North Carolina, being known as and more particularly described as:

Address: Street 67 Third Street Lane

City: Bunnleva

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown. Zip 28323

Legal Description:

Lot 4 3 Pamela Williams

Subdivision Name N/A

Plat Reference: Lot N/A

2007 at Page(s) 392393, Block or Section N/A as shown on Plat Book or Slide 02420 at Page 0662.

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is \$ 23,000.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: _____ to be deposited

and held in escrow by Johnson Properties Realtors & Auctioneers, Inc. ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest



annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Soil, Utilities And Environmental Contingency:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by 45 Day that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE**.

(b) **Septic/Sewer System (check only ONE):**

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE**.

This contract is contingent upon Buyer Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other _____ ground absorption sewage system for a _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than 45 Days, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by 3-28-09 (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

(c) **Water (check only ONE):**

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community water system or shared private well.

Buyer has investigated the costs and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby approves and accepts said Construction Permit.

Seller represents that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. With respect to wells installed after July 1, 2008, Buyer acknowledges receipt of the County Health Department's Certificate of Completion attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the well. If the well is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE**.

This Contract is contingent upon Buyer Seller ("Responsible Party") obtaining a Construction Permit from the County Health Department ("County") for a private drinking water well. All costs and expenses of obtaining such Permit, including but not limited to any required survey, shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____ shall be responsible for clearing that portion of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use best efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

(d) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: This Alternative applies ONLY if Alternative 1 is checked AND Buyer has paid the Option Fee.)

21. NOTICE AND EXECUTION: Any notice or communication to be given to a party hereto may be given to the party or to the party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or the member set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Notice Address" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall constitute a material part of this Offer to Purchase and Contract. This contract may be signed by multiple individuals, all of which together constitute one and the same instrument, and the parties to the word "SAL" include their Agents and/or broker.

22. COMPUTATION OF DATE: Unless otherwise provided, for purposes of this contract, the term "day" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local, or religious. For the purposes of calculating days, the term "day" shall begin on the day following the day upon which any act or action is provided in this contract, and shall be performed or taken.

Buyer Seller has not made an accurate 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 OR ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT FACTURE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Seller: End Yildiz (NAME) _____
 Title: Buyer (TITLE) _____
 Date: 2-2-09 (DATE) _____

NOTICE INFORMATION

NOTE: REGARD THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTINGATED BY THIS CONTRACT. PLEASE TWA FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:	SELLER NOTICE ADDRESS:
Mailing Address: _____	Mailing Address: _____
Agent's Cell #: _____	Agent's Cell #: _____
Buyer's E-Mail Address: _____	Seller's E-Mail Address: _____
BUYER'S AGENT NOTICE ADDRESS:	BUYER'S AGENT NOTICE ADDRESS:
Individual Selling Agent: <u>N/A</u>	Individual Listing Agent: <u>Scott S. Jordan</u>
License #: <u>N/A</u>	License #: <u>80208</u>
Firm Name: <u>N/A</u>	Firm Name: <u>Prudential Real Estate Services, Inc.</u>
Address: <input type="checkbox"/> Buyer's (cell) Agent <input type="checkbox"/> Dual Agent	Address: <input type="checkbox"/> Seller's (cell) Agent <input type="checkbox"/> Dual Agent
Mailing Address: <u>N/A</u>	Mailing Address: <u>29 Elm St</u>
Selling Agent First Name: <u>N/A</u>	Selling Agent First Name: <u>Scott S. Jordan</u>
Selling Agent Last Name: <u>N/A</u>	Selling Agent Last Name: <u>Jordan</u>
Selling Agent Phone: <u>N/A</u>	Selling Agent Phone: <u>919-286-2111</u>
Selling Agent Email: <u>N/A</u>	Selling Agent Email: <u>scott.jordan@ncprere.com</u>

BUYER'S AGENT NOTICE ADDRESS

Buyer Agent authorized to accept receipt of the contract, and agrees to hold and deliver the same to the contract with the same.

This form is provided by the North Carolina Real Estate Board. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose.

Buyer Name: _____
 Date: _____
 Title: _____
 (Signature)