

CO OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: ROBERT C. SMITH

Mailing Address: 80 BAYSIDE DR

City: ATLANTIC HIGHLANDS

State: NJ

Zip: _____

Phone #: _____

APPLICANT: LESLIE F. PAWE

Mailing Address: 308 W. Hillside Dr.

City: FUQUAY-VARINA,

State: NC

Zip: 27526

Phone #: 919-552-7982

PROPERTY LOCATION: SR #: _____

SR Name: _____

Parcel: 05-0623-0017

PIN: 0626-45-4628

Zoning: R130

Subdivision: Rollinsmill Rd Sub.

Lot #: D#7

Lot Size: _____

Flood Plain: X

Panel: 10

Watershed: NA

Deed Book/Page: OTP

Plat Book/Page: 2003-615

If located with a Watershed indicate the % of Imperious Surface: _____

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 N. TO FUQUAY, LEFT ON 42, RT ON

ROLLINS MILL, LEFT ON AMBER HOLE, RT ON HOBBS

PROPOSED USE:

modular

Sg. Family Dwelling (Size 28 x 72) # of Bedrooms 5 # Baths 2 Basement (w/wo bath) _____ Garage _____ Deck 10x24

Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____

Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

Comments: _____

Front 10x6 Screened
Back 10x6 Porch

Number of persons per household _____

Business Sq. Ft. Retail Space _____ Type _____

Industry Sq. Ft. _____ Type _____

Home Occupation (Size _____ x _____) # Rooms _____ Use _____

Accessory Building (Size _____ x _____) Use _____

Addition to Existing Building (Size _____ x _____) Use _____

Other _____

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

Wastewater 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) _____

Does the property owner of this tract of land own land that contains a manufactured home with five hundred feet (500') of tract listed above? YES NO

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35</u>	<u>100</u>	<u>25</u>	<u>100+</u>
Side	<u>10</u>	<u>95</u>	<u>20</u>	<u> </u>
Nearest Building	<u>10</u>	<u> </u>	<u> </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.

[Signature]
Signature of Owner or Owner's Agent

7/1/03
Date

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

454 7/15 N

ROLLINS MILL ROAD S/D
P.C. F. 587A

ROLLINS
P.

LOT 7
ROLLINS MILL ROAD S/D
P.C. F, SL. 587A

2.972 AC
TO BE COMBINED

NY L. SULLIVAN
LOT 4
P.C. F, SL. 679-C

N43°52'14"E 537.92'
30' ACCESS AND EGRESS EASEMENT
TO BE REMOVED

7.673 AC
TOTAL RECOMBINED

S43°41'30"E 302.97'
LINE TO BE REMOVED

S54°21'30"W 378.97'

EIS (CONTROL CORNER)
FROM P.C. F, SL. 679-C

LOT
ROBERT CHA
P.C. E, S

RESERVED LOT D
P.C. F, SL. 679-C

4.701 AC
TO BE COMBINED

LOT 2
ROBERT CHARLES SMITH
P.C. E, SL. 111-114

JOHN M. MORGAN
P.C. F, SL. 1036D

SITE PLAN APPROVAL

DISTRICT Rt. 30 USE Modular

#BEDROOMS 5

7-1-03
Zoning Administrator

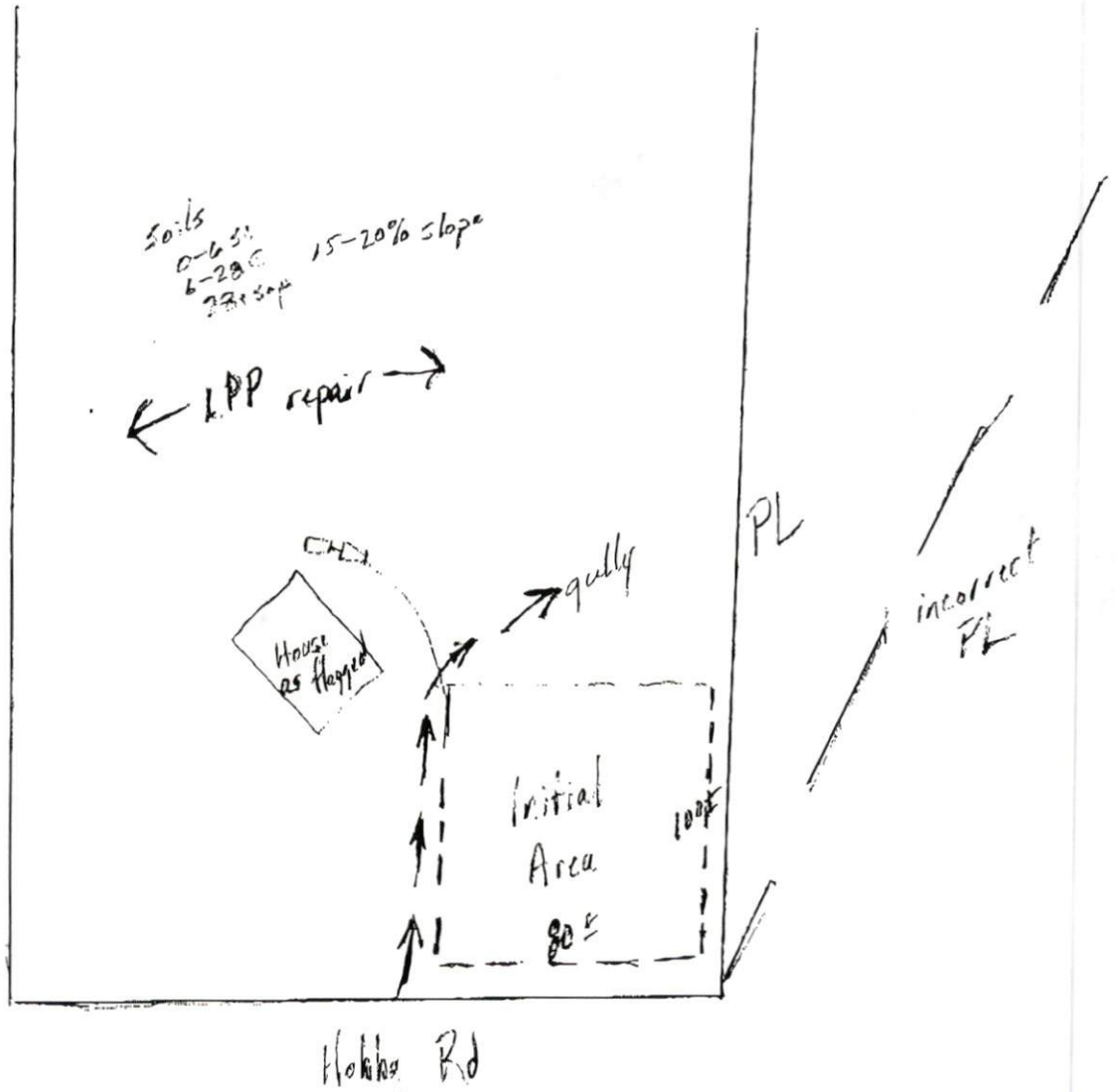
1231.30' TO INT. C/L OF SR 1401 (ROLLINS MILL RD.)

EIS (CONTROL CORNER)
FROM P.C. F, SL. 679-C

FOR REGISTRATION REGISTER
KIMBERLY S. HARRISON

Attn: Jimmy

Les Page lot



Initial Area Soil

0-8 SL

8-30 SC/c .3

pump to conv. or chamber

ROLLINS MILL ROAD S/D
P.C. F, 587A

ROLLINS
P.

LOT 7
ROLLINS MILL ROAD S/D
P.C. F, SL. 587A

2.972 AC
TO BE COMBINED

NY L. SULLIVAN
LOT 4
P.C. F, SL. 679-C

N43°52'14"E 537.82'
30' ACCESS AND EGRESS EASEMENT
TO BE REMOVED

7.673 AC
TOTAL RECOMBINED

EIS (CONTROL CORNER)
FROM P.C. F, SL. 679-C

LOT
ROBERT CHA
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ROBERT CHARLES SMITH
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P.C. F, SL. 1036D

SITE PLAN APPROVAL

DISTRICT R-30 USE Modular

#BEDROOMS 5

2-1-03 [Signature]
Zoning Administrator

1231.30' TO INT. C/L OF SR 1401 (ROLLINS MILL RD.)

EIS (CONTROL CORNER)
FROM P.C. F, SL. 679-C

FOR REGISTRATION REGISTERED
KIMBERLY S. HARGREAVES

7406

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. 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) with the New Construction Addendum (Form 2A3).

Leslie F. Page, and Karen L. Wood (unmarried), as Buyer, hereby offers to purchase and J Robert Smith and Stevie Lischen, 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 following terms and conditions:

1. REAL PROPERTY: Located in the City of o/c Holly Springs, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address Hobby Rd Zip 27540 Subdivision Name Bollins Mill Sub Plat Reference: Lot 6 and 7, Block or Section _____ as shown on Plat Book or Slide 99 at Page(s) 132, Plat cab 587A

NOTE: Prior to signing this Vacant Lot 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. PURCHASE PRICE: The purchase price is \$ 48,000.00 and 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 Century 21 Beckus Median Realty ("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 hereio 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) \$ n/a ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ n/a, 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) \$ n/a, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (e) \$ 47,500.00, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: 80/20 loan at a Fixed Rate Adjustable Rate in the principal amount of 225,000.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 6 % per annum, with mortgage loan discount point not to exceed n/a % of the loan amount. Buyer shall apply for said loan within 5 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 June 20, 2003 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



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12 - T
© 7/2002

Buyer Initials LP KW Seller Initials _____

11. 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.

Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE) conventional or other pump system ground absorption sewage system for a 5 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, ~~except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than~~ July 31, 2003. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until July 31, 2003, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. SOIL, WATER, 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 and water 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 shall have until July 31, 2003, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) This purchase is conditional upon buyer's property located at 308 W. Hillside Dr, Fuquay Varina setting, which will be listed by Century 21 Becky Medlin Realty no later than June 8, 2003.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19A. Seller to have 2 corners on Hobby Rd clearly marked by surveyor.

20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site 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 IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 5/29/03 Date: _____
 Buyer [Signature] (SEAL) Seller _____ (SEAL)
 Date: 5/29/03 Date: _____
 Buyer Karen Wood (SEAL) Seller _____ (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm: _____

By: _____ (Signature)

Selling Agent/Firm/Phone Lisa Moore, C21 Becker Medlin Realty
 Acting as Buyer's Agent Seller's (sub) Agent Dual Agent

Listing Agent/Firm/Phone Becker Medlin, C21 Becky Medlin Realty
 Acting as Seller's (sub) Agent Dual Agent

Harnett County Planning Department
Central Permitting
PO Box 65, Lillington, NC 27546
910-893-4759

In order to provide the best customer service, Central Permitting staff compiled a list of procedures that helps to ensure successful permitting processes. Please follow steps necessary to expedite your plans.

Environmental Health New Septic Systems Test

- Place "property flags" in each corner of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- 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. *No grading of property should be done.*
- After preparing proposed site telephone Environmental Health @ 893-7547 for questions on soil evaluation and confirmation number. Environmental Health will not begin soil evaluations until you call for confirmation number. Environmental Health is the source for all matters concerning testing and scheduling once application is completed at Central Permitting.

Environmental Health Existing Tank Inspections

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover.
- After preparing trapdoor call Environmental Health @ 893-7547 for confirmation number. Please be prepared to answer the following - The applicant's name, physical property location and the last four digits of your application number.

Fire Marshal Inspections

- Call Fire Marshal's office @ 893-7580 for all inspections.
- Prior to requesting final Building Inspection call Fire Marshal's office @ 893-7580 for inspection.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Please stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

Building Inspections

- Call Building Inspections @ 893-7527 to request any inspection.
- For new housing/set up permits ensure you meet E 911 / Addressing prior to calling for final inspection.

E911 Addressing

- Address numbers must be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day.
- At entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Call E911 Addressing @ 814-2038 for any questions.

Applicant Name: (Please Print) LEWIE F. PAGE

Applicant Signature: [Signature] Date 7/1/03