

Initial Application Date: 05/23/2007

Application # 07-50017599

70NER

COUNTY OF HARNETT LAND USE APPLICATION

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

LANDOWNER: Keith Brown, Johnny & Dawn Carroll Mailing Address: 9820 NC Hwy 42 West.

City: Holly Springs State: NC Zip: 27540 Home #: _____ Contact #: _____

APPLICANT: Palm Harbor Homes Mailing Address: 5429 Fayetteville Rd.

City: Raleigh State: NC Zip: 27603 Home #: _____ Contact #: 919 669-0966

*Please fill out applicant information if different than landowner

PROPERTY LOCATION: Subdivision: Buckhorn Township Lot #: 3 Lot Size: 1.07 Acres

Parcel: 05 06210 0048 PIN: 06210-70-72810.000

Zoning: R30M Flood Plain: X Panel: 06210 Watershed: N/A Deed Book&Page: 0TP Map Book&Page: 2005/755

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 401 N to HWY 42, Take left. Drive thru DUNCAN. Property is on left side couple of miles other side of DUNCAN.

PROPOSED USE:

Circle:

- SFD (Size x) # Bedrooms # Baths Basement (w/wo bath) Garage Deck Crawl Space / Slab
- Modular: On frame Off frame (Size 30 x 76) # Bedrooms 3 # Baths 2 Garage N/A (site built?) Deck N/A (site built?)
- Multi-Family Dwelling No. Units No. Bedrooms/Unit
- Manufactured Home: SW DW TW (Size x) # Bedrooms Garage (site built?) Deck (site built?)
- Business Sq. Ft. Retail Space Type # Employees: Hours of Operation:
- Industry Sq. Ft. Type # Employees: Hours of Operation:
- Church Seating Capacity # Bathrooms Kitchen
- Home Occupation (Size x) # Rooms Use Hours of Operation:
- Accessory/Other (Size x) Use
- Addition to Existing Building (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 (Must fill out New Tank Checklist) Existing Septic Tank County Sewer Other

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 on this tract of land: Single family dwellings 1PROP Manufactured Homes Other (specify)

Required Residential Property Line Setbacks: Comments: _____

Front	Minimum	<u>35</u>	Actual	<u>117</u>
Rear		<u>25</u>		<u>153</u>
Side		<u>10</u>		<u>30</u>
Sidestreet/corner lot		<u>20</u>		<u> </u>
Nearest Building on same lot		<u>6</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 of plans submitted. I hereby state that the foregoing statements are accurate and correct to the best of my knowledge. This permit is subject to revocation if false information is provided on this form.

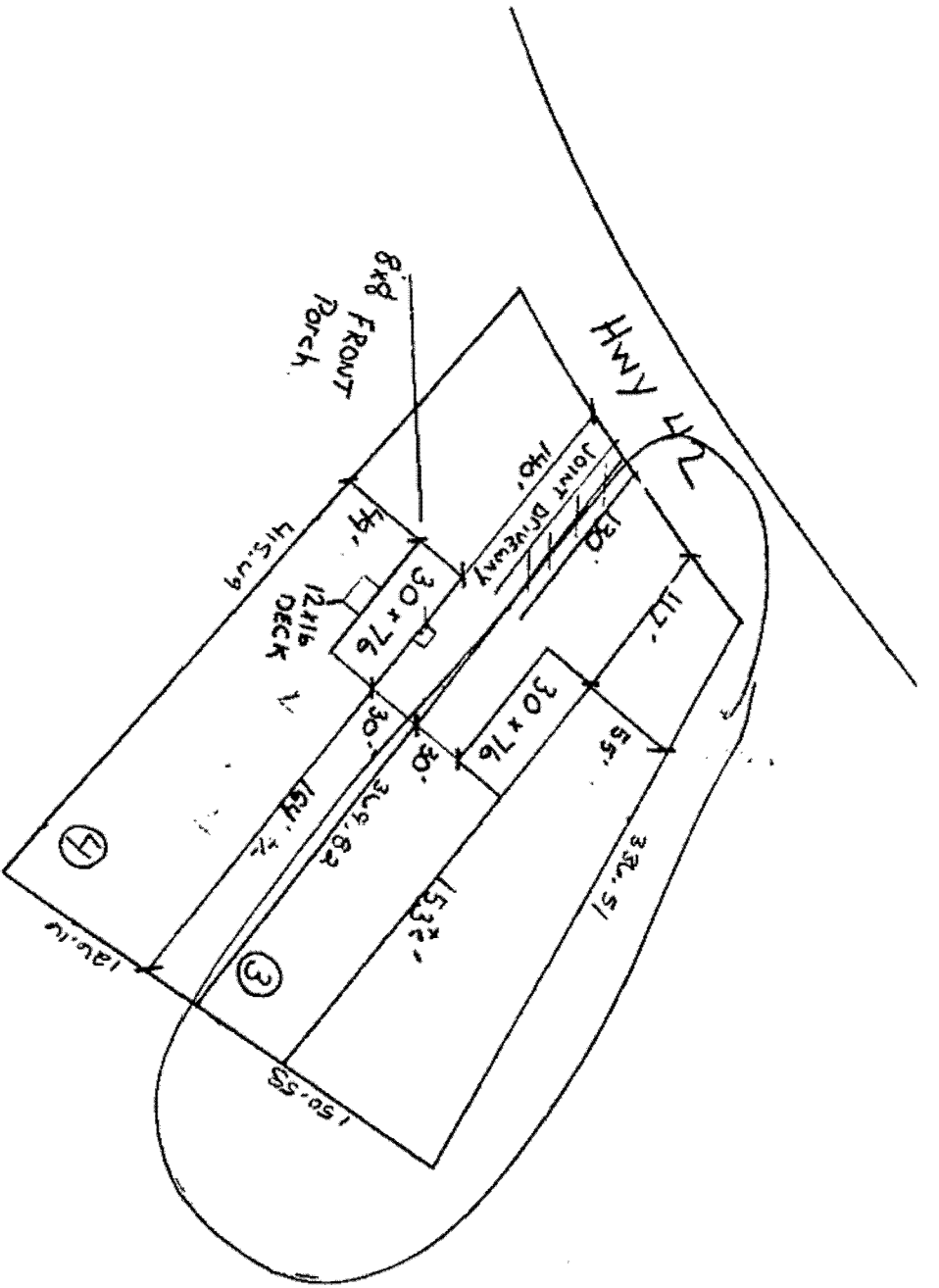
Dorey Evans
Signature of Owner or Owner's Agent

May 23 2007
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

Please use Blue or Black Ink ONLY



Proposed septic systems
 ON FAR SIDE OF HOUSE
 AWAY FROM HWY 42

SITE PLAN APPROVAL

DISTRICT R2000 USE Med

#BEDROOMS 3

Date 5/24/07 QRB
 Zoning Administrator

1:10 scale

OWNER NAME: Robert + Mandy Horner

APPLICATION #: 07-50017599

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

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)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes no unknown

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
- Alternative Other _____
- Conventional Any

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 Does the site contain any existing Wastewater Systems?
- 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.

Debra Evans
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

May 23 2007
DATE

Harnett County Central Permitting Department
PO Box 65, Lillington, NC 27546
910-893-7525

Environmental Health New Septic Systems Test
Environmental Health Code 800

- Place "property flags" on each corner iron 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.*
- 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 and give code **800** for Environmental Health confirmation. 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 permits.

Environmental Health Existing Tank Inspections
Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road. Follow above instructions for placing flags 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 and give code **800** for Environmental Health confirmation. 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.

Health and Sanitation Inspections

- After submitting plans for food and lodging to Central Permitting, please allow approximately 7-10 working days for plan status. Use Click2Gov or IVR to hear results.
- Once all plans are approved, proceed to Central Permitting for remaining permits.

Fire Marshal Inspections

- After submitting plans for Fire Marshal review to Central Permitting, please allow approximately 7-10 working days for approval. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- Fire Marshal's letter must be placed on job site until work is completed.

Public Utilities

- Place 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

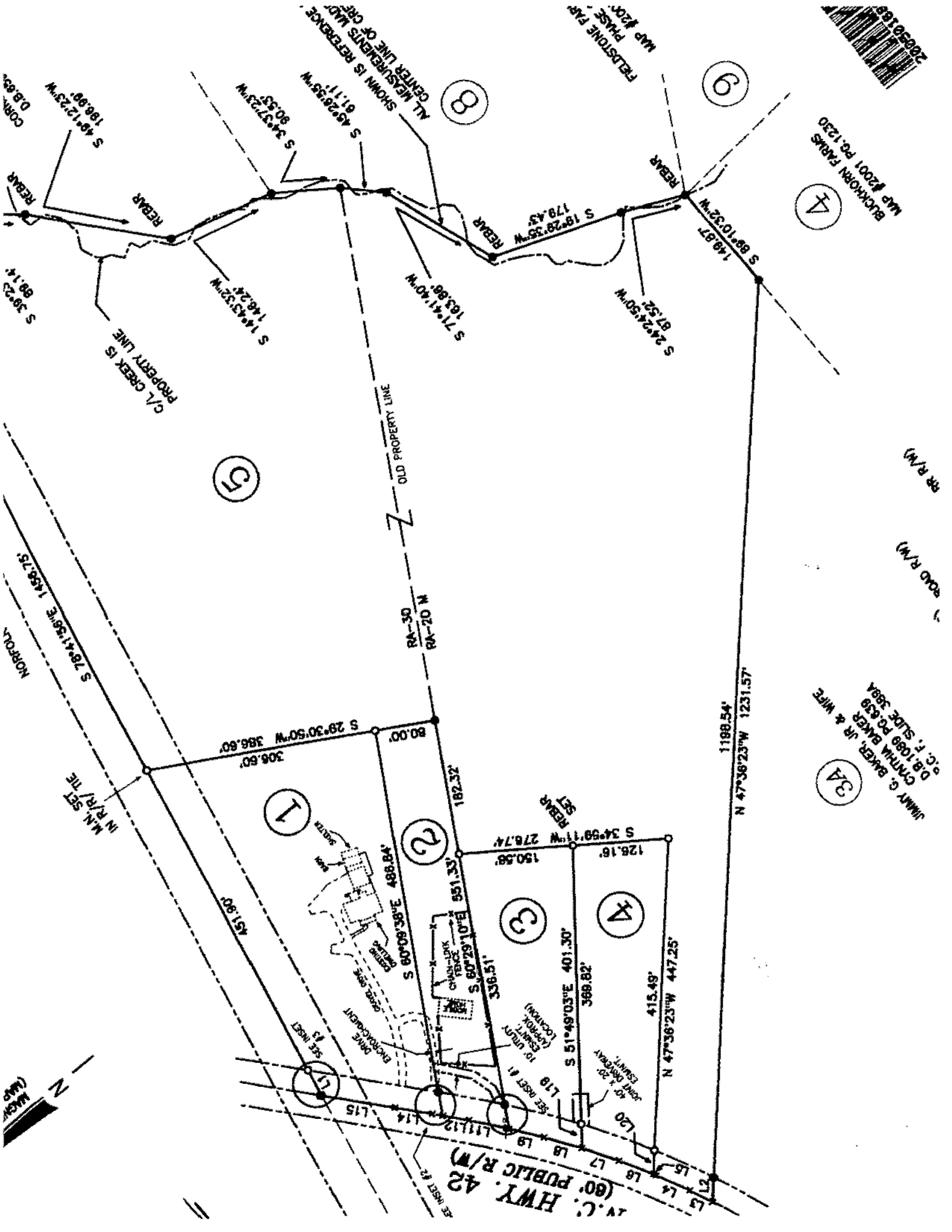
- After submitting plans for Building Inspections, please allow approximately 3 working days for review. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to scheduling final inspection.
- Use Click2Gov or IVR to hear results.

E911 Addressing

- Addressing Confirmation Code 814
- Address numbers shall 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.
 - Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7525 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation. Check Click2Gov for results and address.

• Inspection results can be viewed online at <http://www.harnett.org/services-213.asp> then select Click2Gov

Applicant/Owner Signature Doug Evans Date May 24th 2007



Scale (Map)

N.C. HWY. 42
(60' PUBLIC R/W)

JIMMY G. BAKER, JR & WIFE
D.B. 1099 P.O. #39
S.C. F. SLIDE 3894

34

ROAD R/W

RR R/W

BLACKOAK FARMS
MAP #2001 PG.1230

7

6

8

5

1

2

3

4

FELDTONE FARMS
MAP #200
MAP PHASE 1

ALL MEASUREMENTS MADE
KNOWN IS REFERENCE
TO CENTER LINE OF CREEK

C/O CREEK IS
PROPERTY LINE

OLD PROPERTY LINE

REAR

REAR

REAR

REAR

REAR SET

ENCROACHMENT

CHASS-LINK FENCE

TO UNIT 1
(REAR SET LOCATION)

TO UNIT 2
(REAR SET LOCATION)

SET INSET #1

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OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not 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-T) with the New Construction Addendum (Form 2A3-T).

Robert Wayne Horner Jr. + Mandy Lee Horner, as Buyer, hereby offers to purchase and Buckhorn Farms By: Johnny Carroll, President, 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 Holly Springs, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address Hwy 42, Subdivision Name N/A, Zip 27540

Plat Reference: Lot 3, Block or Section Buckhorn Township as shown on Plat Book or Slide 2005 at Page(s) 755 (Property acquired by Seller in Deed Book 2205 at Page 1-3).

All A portion of the property in Deed Reference: Book 2205 Page No. 1-3, Harnett County

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.

2. PURCHASE PRICE: The purchase price is \$ 25,000.00 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 ("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 by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$, 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.

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

(f) \$ 24,500.00, 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 Conventional Other: loan at a Fixed Rate Adjustable Rate in the principal amount of 25000.00 for a term of 30 year(s), at an initial interest rate not to exceed 6 % per annum, with mortgage loan discount points not to exceed 2 % 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 4/15/07 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.



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

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STANDARD FORM 12 - T

Buyer Initials: Mh RWH Seller Initials: JJC

© 7/2006

Help-U-Sell Hometown Properties 1325 N. Main St. Fuquay-Varina, NC 27526 Phone: (919) 577-1233 Fax: (919) 577-1255 Laura Moody

blanks

12. 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 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.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: <u>3-23-07</u>	Date: <u>3/23/07</u>
Buyer <u>Mandy Horner</u> (SEAL)	Seller <u>[Signature]</u> (SEAL)
Date: <u>3-23-07</u>	Date: _____
Buyer <u>[Signature]</u> (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 _____
 Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
 Individual license #: _____

Listing Agent/Firm/Phone _____
 Acting as Seller's (sub)Agent Dual Agent
 Individual license #: _____