

Initial Application Date: 6/27/06

Application # 0650015227

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27548 Phone: (910) 893-4758 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: BARONE DEVELOPMENT LLC Mailing Address: 401 N. WOODKROW ST.

City: FURRAY State: N.C. Zip: 27526 Phone #:

APPLICANT: CWW CONTRACTORS Mailing Address: 172 WINDMERE DR.

City: ANGIER State: N.C. Zip: 27501 Phone #: 919-796-9286

PROPERTY LOCATION: SR #: 2028 SR Name: HARNETT CENTRAL RD

Address: 25 LUSCIOUS LN ANGIER N.C. 27501

Parcel: 040662 0015 05 PIN: 0662-13-2706.000

Zoning: PA-30 Subdivision: PEAR MEADOW Lot #: 2 Lot Size: .34

Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: OTP Plat Book/Page: 2001/1016

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY. 210 TOWARDS ANGIER, LEFT ON HARNETT CENTRAL Rd. PEAR MEADOW SID IS 1/4 MILE ON RIGHT

PROPOSED USE:

SFD (Size 55x53) # Bedrooms 3 # Baths 2 Basement (w/w bath) N/A Garage YES Deck YES Crawl Space / Slab

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

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

Number of persons per household SPEC

Business Sq. Ft. Retail Space _____ Type _____

Industry Sq. Ft. _____ Type _____

Church Seating Capacity _____ Kitchen _____

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

Additional Information: _____

Accessory Building (Size _____ x _____) Use _____

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

Other _____

Additional Information: _____

Water Supply: County Well (No. dwellings _____) Other Environmental Health Site Visit Date: _____

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other

Erosion & Sedimentation Control Plan Required? YES NO

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 1 Proposed SFD Manufactured homes _____ Other (specify) _____

| Required Residential Property Line Setbacks: | Minimum | Actual |
|--|-----------|-----------|
| Front | <u>35</u> | <u>37</u> |
| Rear | <u>25</u> | <u>57</u> |
| Side | <u>10</u> | <u>24</u> |
| Corner | <u>20</u> | _____ |
| Nearest Building | <u>10</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.

Cheryl W. Wear
Signature of Owner or Owner's Agent

6/27/06
Date

This application expires 8 months from the initial date if no permits have been issued

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

Please use Blue or Black Ink ONLY

Harnett County Planning Department
PO Box 65, Lillington, NC 27546
910-893-7527

X Environmental Health New Septic Systems Test
Environmental Health Code **800**

- Place "property flags" in each corner of lot. All property lines must be clearly flagged.
- 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.
- *No grading of property should be done.* Undergrowth should be cleaned out to allow soil evaluation to be performed. Inspectors should be able to walk freely.
- After preparing proposed site call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. 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.
- 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 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Health and Sanitation Inspections
Health and Sanitation Plan Review **826**

- After submitting plans for food and lodging, call the voice permitting system at 910-893-7527 and give code **826** for Health and Sanitation confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Fire Marshal Inspections
Fire Marshall Plan Review Code **804**

- Call the voice permitting system at 910-893-7527 and give code **804** for plan review. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx 7-10 working days. Once approved, proceed to Central Permitting for permits.
- Pick up Fire Marshal's letter and place 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.

X Building Inspections

- Call the voice permitting system at 910-893-7527 to schedule inspections. Please note confirmation number given at end of recording for proof of request.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to calling for final inspection.
- To hear results of inspections, call IVR after scheduled inspection is done.

X 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 910-893-7527 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation.

X Customers can view all inspection results online at www.harnett.org.

Applicant Signature: Chris W. Wren Date: 6/27/04

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

To: Kathy W...

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, approved and recorded. 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).

CWW Contractors

, as Buyer, hereby offers to purchase and Barlane Development, Inc

, 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 Angier, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address 24 Luscious Lane, Zip 27501, Subdivision Name Pear Meadow, Plat Reference: Lot 27, Block or Section as shown on Plat Book or Slide at Page(s) (Property acquired by Seller in Deed Book at Page).

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 \$ 24,250.00 (handwritten) and shall be paid as follows: (a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by [] cash [x] personal check [] bank check [] certified check [] other: NA to be deposited and held in escrow by Coldwell Banker Triangle South ("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) \$ 0.00, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 0.00, 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) \$ 0.00, 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) \$ 0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 23,750.00, 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 [x] Other: construction loan at a



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STANDARD FORM 12-T © 7/2005

Buyer(s) Initials CWW

Seller(s) Initials RB

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

10. **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.

11. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

ALTERNATIVE 1:

(a) **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 waives this condition unless Buyer provides written notice to Seller by June 23, 2006 that this condition cannot be satisfied, time being of the essence.

(b) **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 obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other NA ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than June 23, 2006, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, 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 June 23, 2006 that this condition cannot be satisfied, time being of the essence.

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

(c) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before June 16, 2006. The cost of the appraisal shall be borne by 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.)**~~

~~(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, time being of the essence (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).~~

~~(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, time being of the essence, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer, however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to~~

Buyer(s) Initials Alma

Seller(s) Initials RW

By: _____
(Signature)

Selling Agent/Firm/Phone Nicole Locklear/Fonville Morisey SR Team/577-1965

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone Kathy Wallat/ CB Triangle South/639-2646

Acting as Seller's (sub)Agent Dual Agent

Seller

Barlano Development, Inc

Date

Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Buyer

Chh.w. Lee

5/25/06

CWW Contractors

Date