

Initial Application Date: 10-30-06

Application # 00500110070

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: Danny Watkins Mailing Address: 4345 Benson Rd Angier, N.C. 27501

City: _____ State: _____ Zip: _____ Phone #: _____

APPLICANT: Mitchell C. Coats Mailing Address: 3455 Johnston County Road
City: Angier State: NC Zip: 27501 Phone #: 639-2820 / mobile 669-4448

PROPERTY LOCATION: State Road #: 1551 SR Name: County Line Road
Parcel: 90071603 0030-02 PIN: 901603-30-5999-000 4056.000

Zoning: RA-40 Subdivision: Donnie Dupree Lot #: 3 Lot Size: 0.825
Flood Plain: X Panel: 50 Watershed: N/A Deed Book/Page: OTP Plat Book/Page: "F" 681-D

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 210 toward Angier TR on Hwy 55
TL on McIver Go approximately 6 miles lot on R

PROPOSED USE:

- SFD (Size: 4040) # Bedrooms 3 # Baths 2 Basement (w/wo bath) N/A Garage N/A Deck N/A Circle: Crawl Space/ Slab
- Modular: On frame Off frame (Size x) # Bedrooms # Baths Garage Deck
- Multi-Family Dwelling No. Units No. Bedrooms/Unit
- Manufactured Home: SW DW TW (Size x) # of Bedrooms Garage Deck
- Number of persons per household
- Business Sq. Ft. Retail Space Type
- Industry Sq. Ft. Type
- Church Seating Capacity Kitchen
- 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

Sewage Supply: New Septic Tank (Need to fill out New Tank Checklist) () Existing Septic Tank () County Sewer () Other

Erosion & Sedimentation Control Plan Required (usually if clearing over 1 acre)? 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 1000 Manufactured homes Other (specify)

Required Residential Property Line Setbacks: Comments:

	Minimum	Actual
Front	35	4. 54
Rear	25	65
Side	10	50
Corner	20	
Nearest Building on same lot	10	

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. This permit is subject to revocation if false information is provided on this form.

Mitchell C Coats
Signature of Owner or Owner's Agent

10-26-06
Date

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

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

Please use Blue or Black Ink ONLY

OWNER NAME: Mitchell C Coats

APPLICATION #: 0050016070

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

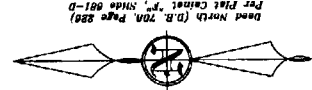
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- 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?

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.

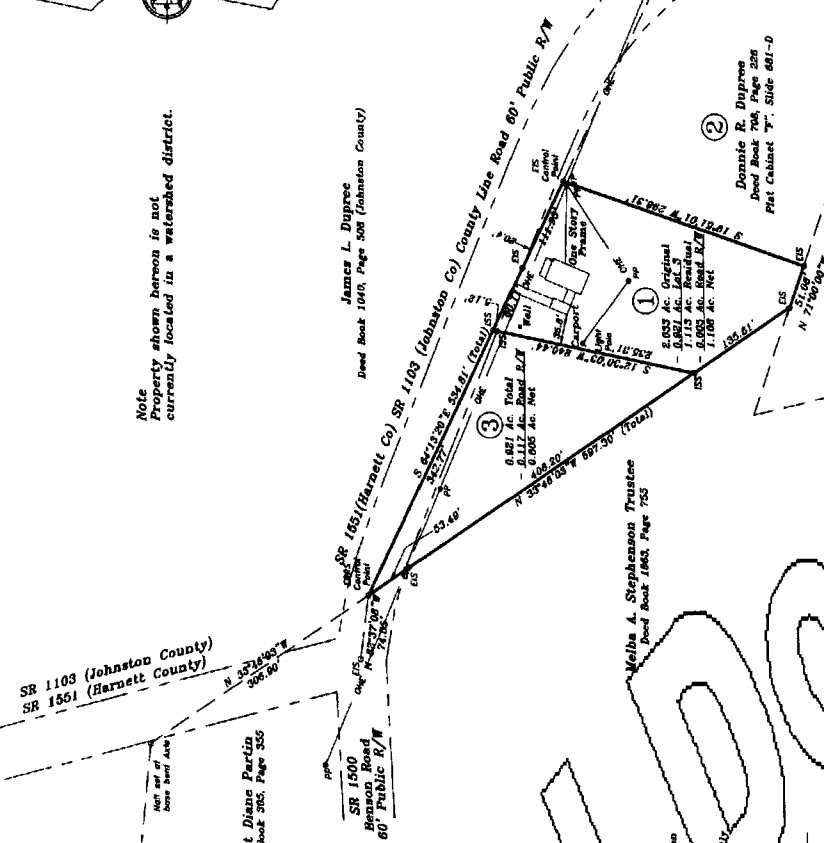
Mitchell C Coats
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10-30-06
DATE



Per Plat Cabinet "P", Slide 681-D
Deed Plat Cabinet "P", Slide 681-D

Note
Property shown hereinafter is not
currently located in a watered district.



FEMA FLOOD HAZARD STATEMENT
This map shows the FEMA 100 year
Flood Hazard Area as shown on
the Flood Hazard Map of Johnston County
Effective Date: April 16, 1990

Harnett County
Minimum Building
Setback Requirements
RA-20R, RA-20M, RA-30 & RA-40
HEIGHT: 35' from R/F
MAX: 25'
MIN: 10'
CORNER LOT SIZE: 20'

REQUIREMENTS OF TRANSPORTATION
DIVISION OF HIGHWAYS
NO SPRAYING NECESSARY
10-11-2006
Date

Harnett County Public Utilities
Plat Map Approval Only
NO CONSTRUCTION
Not to be used for any other purpose
Signature: [Signature]
Date: 10-11-2006

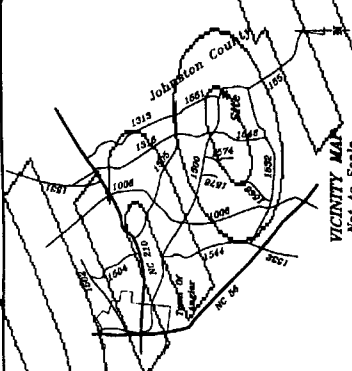
Certificate of Ownership and Dedication
(1) hereby certifies that I am (we are) the (one of the) owner(s) of the property shown and described herein, which is located in the subdivision jurisdiction of Harnett County, North Carolina and that I (we) own the minimum building setback lines as shown on this plat. I (we) hereby certify that I (we) have not been in default of any of the terms, conditions, covenants, or restrictions shown and described herein.

10-10-06
Date
[Signature]
Owner or Agent

The plat(s) on this map have been examined by a printer and this plat meets appropriate regulations. I certify that the final approval for each plat, pursuant to the provisions of the applicable laws and rules, in accordance with the provisions of the laws of the State of North Carolina, is hereby granted. This certification shall not represent approval or a permit for any other use.

Certificate of Approval for Recording
I hereby certify that this record plat complies with the Subdivision Regulations of Harnett County, North Carolina, and that this map has been approved for recording in the Register of Deeds in Harnett County.

[Signature]
Planning Director



- LEGEND:
- Lines Not Surveyed
 - Right of Way Lines
 - Existing Concrete Monument
 - Existing P.E. Wall
 - Iron Stake Set
 - Cotton Stake Set
 - Existing Railroad Stake
 - Power Pole
 - Fire Hydrant
 - Street Address
 - Pl. Address
 - Completed Point
- NOTES:
- Thomas Lister Survey, verify that this plat was drawn in accordance with the provisions of the laws of the State of North Carolina, and that the boundaries and areas are clearly indicated on this plat.
- Areas determined by coordinate method.
- Ground distances make otherwise indicated.

NOTICE: States set of all property owners unless noted otherwise.
- Areas determined by coordinate method.
- Ground distances make otherwise indicated.

Survey
1-1511
Registration Number
1-1512
[Signature]
Surveyor

State of North Carolina
County of Harnett
Michelle M. Temple, Register of Deeds
10-12-06
Date

HARNETT COUNTY, N.C.
FILED DATE 10-12-2006 TIME 1:45 PM
MAP NUMBER 2006-590

REGISTER OF DEEDS
KIMBERLY S. HARRADY
By: Angela A. Byrd, Deputy
Register of Deeds

RECORDED IN HARNETT COUNTY, MAP NUMBER 2006 - 590



Minor Subdivision

SURVEYED FOR AND OWNED BY:
Danny Watkins, Sr.
4345 Benson Road
Angier, NC 27501 919-639-2821

TOWNSHIP: GROVE COUNTY: HARNETT
STATE: NORTH CAROLINA PARCEL ID: 071603 0030
ZONE: RA-40 NC PIN: 1803-30-5999-000

Revisions:

County Comments 10-10-06

DATE: 06-25-06	SURVEYED BY: JTS	FIELD BOOK
SCALE: 1" = 176'	DRAWN BY: PAN	SER FILE
CHECKED & CLOSURE BY: [Signature]		DRAWING FILE NO.

STRANSHIP & ASSOCIATES,
Professional Land Surveyor, P.A.
90 East Depot Street, Suite 602, Raleigh, NC 27601
Phone: 919-999-2733 Fax: 919-999-2733

John R. Dupree
Deed Book 693, Page 133 (Harnett County)
Deed Book 685, Page 346 (Johnston County)

Donnie R. Dupree
Deed Book 704, Page 238
Plat Cabinet "P", Slide 681-D

Melba A. Stephenson Trustee
Deed Book 1683, Page 755

Map # 2006-590

Harnett County Planning DepartmentPO Box 65, Lillington, NC 27546
910-893-7527 Environmental Health New Septic Systems Test
Environmental Health Code 800

conf# _____

- 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.

 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.

 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.

 Customers can view all inspection results online at www.harnett.org.Applicant Signature: Mitchell C Coats Date: 10-30-06

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).

Mitchell C Coats, as Buyer, hereby offers to purchase and Danny P. Watkins, Sr., 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 (rural), County of HARNETT, State of North Carolina, being known as and more particularly described as: Street Address Lt 3 Danny Watkins, Sr. Property County Line Rd Zip 27501 Subdivision Name Plat Reference: Lot 3, Block or Section as shown on Plat Book or Slide 2006 at Page(s) 890 (Property acquired by Seller in Deed Book 2283 at Page 237).

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 \$ 20,000.00 and shall be paid as follows:

(a) \$ 0.00, EARNEST MONEY DEPOSIT with this offer by [] cash [] personal check [] bank check [] certified check [] other: N/A to be deposited and held in escrow by N/A ("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 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) \$ 0.00, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$ 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.
(d) \$ 0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) \$ 20,000.00, 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: N/A loan at a [] Fixed Rate [] Adjustable Rate in the principal amount of N/A for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A 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 N/A 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.

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 _____ 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 12/1/06, 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 Closing 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.

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 waives this condition unless Buyer provides written notice to Seller by 12/1/06 that this condition cannot be satisfied, **time being of the essence.**

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 11, 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.)

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

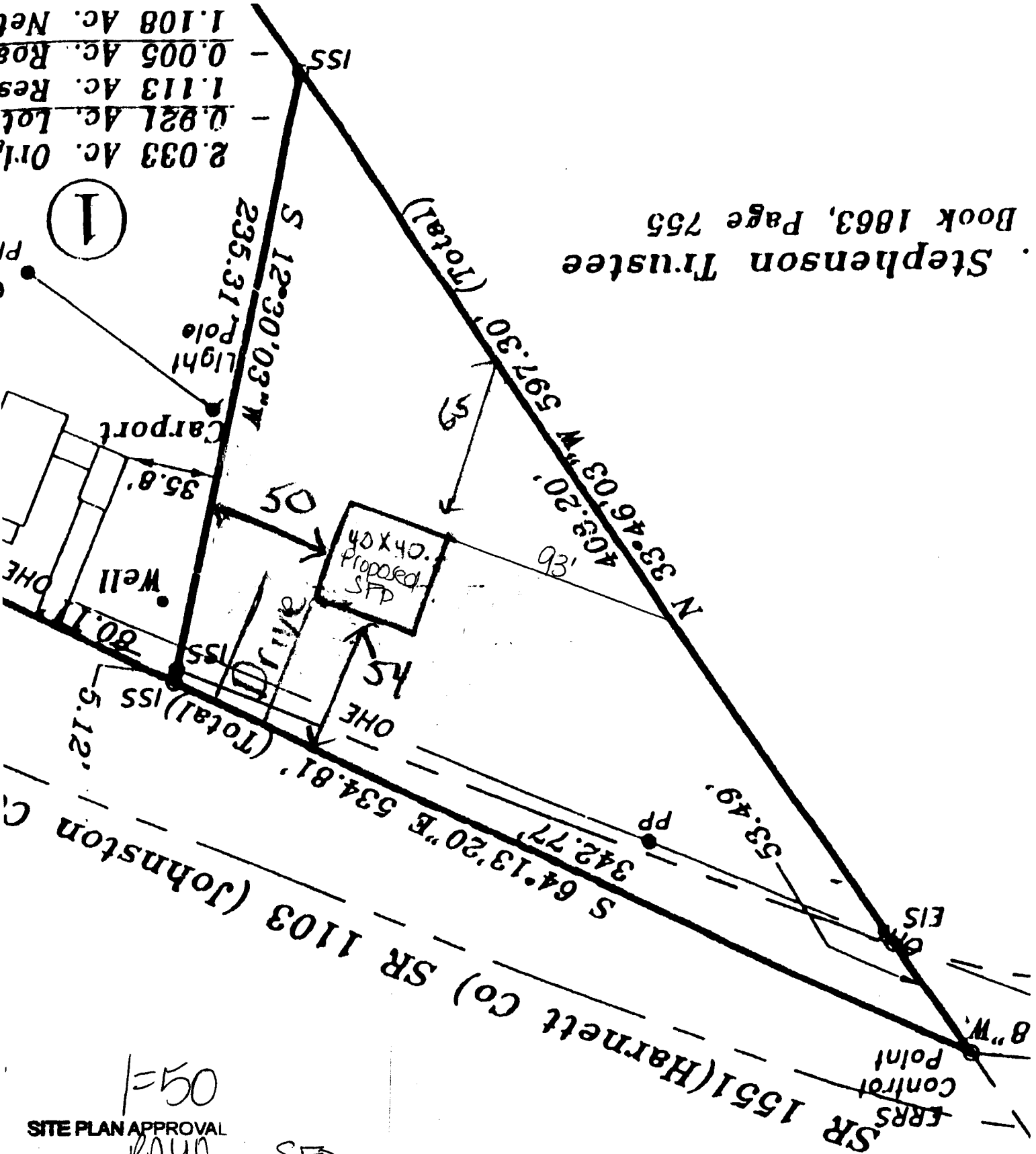
16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

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.

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.



2.033 Ac. Orll.
0.821 Ac. Lot
1.113 Ac. Res.
0.005 Ac. Roe
1.108 Ac. Net

①

SR 1551 (Harnett Co)
SR 1103 (Johnston Co)

1=50

SITE PLAN APPROVAL
DISTRICT RA40 USE SFD
#BEDROOMS 3

[Signature] 10/30/06
ZONING ADMINISTRATOR

[Signature]
Cob

#BEDR

UNRECORDED



HARNETT COUNTY TAX ID#

07-1603-0030-02

Prepared By (Signature)

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY E. HARGROVE
HARNETT COUNTY, NC
2006 DEC 28 01:13:00 PM
BK: 2322 PG: 308-310 FEE: \$17.00
NC REV STAMP: \$40.00
INSTRUMENT # 2806024258

Mail To & Prepared By Hold for Attorney
Poppe & Pope, Attorneys at Law, P A
PO Box 790, Angier, N C. 27501
File No 06-930

Excise Stamps: \$40.00
STATE OF NORTH CAROLINA

WARRANTY DEED

COUNTY OF HARNETT

THIS DEED made this 28 day of December, 2006 by and between Danny P. Watkins, Sr., Free Trader whose address is PO Box 1688, Angier, NC 27501, hereinafter referred to as Grantor, and Mitchell C. Coats, whose address is 3455 Johnston County Road, Angier, NC 27501, hereinafter referred to as Grantee

WITNESSETH

WHEREAS Grantors for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do hereby give, grant, bargain, sell and convey unto the Grantees in fee simple Said property being all of that certain piece, parcel or tract of land situated, lying and being in Grove Township, Harnett County, North Carolina, and more particularly described as follows

Parcel ID No.: 071603 0030 02

BEING all of Lot No. 3, containing 0.921 total acres, more or less, (0.117 acres more or less located in NCSR 1551 R/W) as shown on that map entitled, "Minor Subdivision - Surveyed for and Owned by: Danny Watkins, Sr." dated September 25, 2006 and surveyed by Stancil & Associates, RLS and recorded in Map Book 2006, Page 890, Harnett County Registry, reference to which is hereby made for greater accuracy of description.

For chain of title see: Deed Book 2283, Page 237; Deed Book 1908, Page 525; Deed Book 1414, Page 761; Deed Book 1205, Page 200; (all previously of the Harnett County Registry) Deed Book 708, Page 226, Johnston County Registry; Deed Book 733, Page 66, Johnston County Registry.

See also: Premarital Agreement recorded in Deed Book 2261, Page 885.

The herein described lands are conveyed to and accepted by the Grantees subject to all other easements, rights-of-way and restrictions shown on said map and listed on the public record.

This conveyance is expressly made subject to the lien created by Grantors' real 2006 Harnett County ad valorem taxes