

Initial Application Date: 1/3/07

Application # 0750016522

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: Allied Investors, Inc. Mailing Address: PO Box 53786

City: Fayetteville State: NC Zip: 28305 Home #: _____ Contact #: _____

APPLICANT*: Coviness & Cates Building and Development Mailing Address: 2818 Rockford Rd, Ste 300

City: Fayetteville State: NC Zip: 28303 Home #: 910-481-0503 Contact #: 910-237-3603

*Please fill out applicant information if different than landowner

PROPERTY LOCATION: State Road #: 1191 State Road Name: Alpine Drive

Parcel: 03958713 0020-35 PIN: 9586-89-7473.000

Zoning: RA-20R Subdivision: The Summit (Section Three) Lot #: 115 Lot Size: 0.41

Flood Plain: X Panel: 75150 Watershed: N/A Deed Book/Page: OTD Book/Page: 2006-1116

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:

Take 27 towards Western Harnett High School. Turn left on Buffalo Rd. Approx. 2 miles turn left on Alpine Drive (S.R. 1191). Turn left @ 3rd street (Timberline Drive) into Subdivision.

PROPOSED USE:

- SFD (Size 50 x 53) # Bedrooms 4 # Baths 3 Basement (w/wo bath) _____ Garage Deck Crawl Space Slab _____
- Modular: On frame Off frame (Size x) # Bedrooms _____ # Baths _____ Garage _____ (site built?) _____ Deck _____ (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 _____) Other _____

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 _____ Manufactured Homes _____ Other (specify) _____

Required Residential Property Line Setbacks:

Comments: _____

	Minimum	Actual
Front	<u>35</u>	<u>36</u>
Rear	<u>25</u>	<u>51</u>
Side	<u>10</u>	<u>36</u>
Sidestreet/corner lot	<u>20</u>	
Nearest Building on same lot	<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 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.

[Signature]
Signature of Owner or Owner's Agent

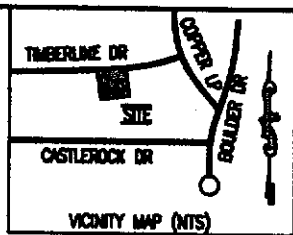
1/3/07
Date

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

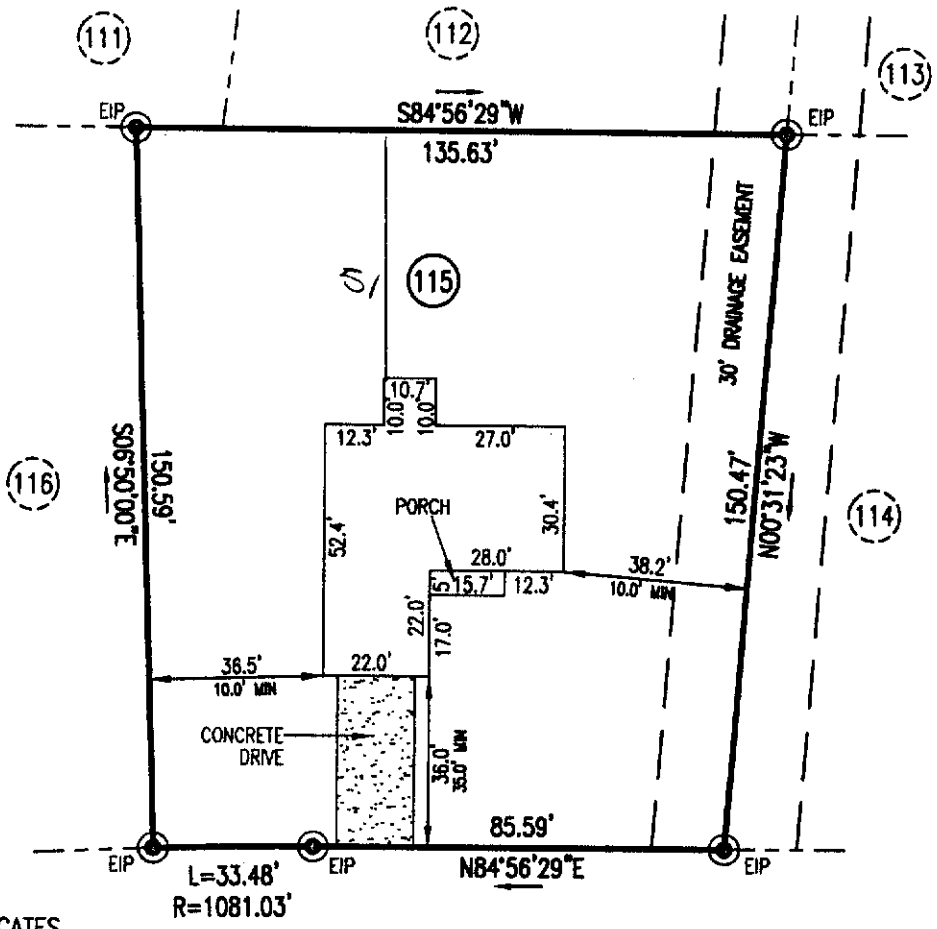
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Please use Blue or Black Ink ONLY

THIS WILL CERTIFY THAT THE DWELLING IS IS NOT LOCATED IN A FLOOD HAZARD AREA, AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.



SITE PLAN APPROVAL
 DISTRICT RA20B USE SFD
 #BEDROOMS 4
114107
 Zoning Administrator



PLOT PLAN

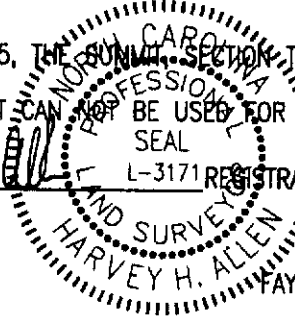
PROPERTY OF: CAVINESS & CATES
 ADDRESS OF: TIMBERLINE DRIVE
 CITY OF: NEAR SPRING LAKE
 COUNTY OF: HARNETT
 TOWNSHIP OF: BARBECUE
 DATE: 08/19/06
 SCALE: 1" = 40'
 REFERENCE: LOT 115, THE SUMMIT SECTION THREE

TIMBERLINE DRIVE
 50' PUBLIC R/W

NOTE: - NOT IN ACCORDANCE WITH GS 47-30

NOTE THIS PLAT CAN NOT BE USED FOR RECORDATION OR ATTACHED TO A DEED TO BE RECORDED.

Harvey H. Allen
 HARVEY H. ALLEN
 8/19/06



ALLEN-ALLEN & ASSOCIATES
 136-D BOW STREET
 FAYETTEVILLE, NORTH CAROLINA 28301
 (910) 437-9800

OWNER NAME: Caviness - Cates

APPLICATION #:

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.

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

DATE

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

conf # _____

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  Date 1/11/07

**NORTH CAROLINA
CUMBERLAND CO.**

**OFFER TO PURCHASE AND
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this day of September 15, 2006 , by and between Diversified Holdings, LLC. (the "Seller") and Caviness & Cates Building and Development Company (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. PROPERTY. Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett County, North Carolina, having an address of The Summit Subdivision: Section III, and being more particularly described as:

**Being all of Lot Number's
100,101,102,103,104,107,108,109,110,114,115,116,117,118 &119.
in the subdivision known as The Summit according to a plat of the same
duly recorded in Plat Book 2003, Page 973 , Harnett County, North
Carolina, Registry.**

PIN: N/A__

If any personal property is to transfer to the Buyer from Seller, such property shall be given no value hereunder.

2. PURCHASE PRICE AND DEPOSIT. Buyer shall pay to the Seller Four Hundred Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$427,500.00) (the "Purchase Price"). The Purchase price shall be paid as follows:

A. \$ N/A as a good faith deposit (the "Earnest Money"), to be held by __ pending the completion of this contract or termination of this contract as hereinafter provided, and to be applied toward the purchase price.

B. \$ N/A Promissory Note executed by the Buyer in favor of the Seller, being payable over _____ months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____% per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the Promissory Note may be prepaid in

- F. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- G. The Buyer must be able to qualify to either (1) obtain the new loan referenced above, or (2) assume the Seller's existing loan referenced above. Buyer agrees to use his best efforts to obtain the new loan or to be approved to assume the Seller's existing loan. Should Buyer fail to qualify to either obtain the new loan or to assume the Seller's existing loan as hereinbefore set forth, Buyer immediately shall notify Seller in writing, whereupon this Contract shall terminate, and Buyer shall receive a return of Earnest Money, less any Earnest Money expended for out-of-pocket expenses associated with Buyer's attempts at loan qualification.
- H. After the date of the execution of this Contract by the Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. Should Seller elect not to cure such defects, then he immediately shall give notice to Buyer that Seller is terminating the Contract, and the Earnest Money shall be returned to Buyer. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Contract and receive a return of Earnest Money. If the Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State of North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and permitted exceptions. Seller warrants that as of the date of this Contract he holds fee simple title to the Property.
- I. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its intended use will violate any private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a return of Earnest Money, and neither party shall then have any further obligations in connection with this Contract.
- J. If the Property is not substantially in the same condition as of the date of the offer, reasonable wear and tear excepted, then Buyer may terminate the Contract and receive a return of Earnest Money.

amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and he has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.

8. **RISK OF LOSS/DAMAGE REPAIR.** Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Earnest Money shall be returned to Buyer. Except as to maintaining the Property in its condition as of the date of the offer under this Contract, and except as necessary to have all mechanical, plumbing, heating and cooling systems, and other mechanical devices in good working order as of the date of Closing, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

9. **EARNEST MONEY DISBURSEMENT.** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Contract by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, 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, such Earnest Money shall remain in escrow until such time as either (a) all parties hereto execute a written release consenting to the disposition of the Earnest Money, or (b) a court of competent jurisdiction issues its order regarding disbursement of the Earnest Money.

10. **NOTICES.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the following addresses:

Seller: 1300 Bragg Blvd. Suite 1316 Buyer: 2818 Raeford Rd.
Fayetteville, N.C. 28301 Fayetteville, N.C. 28303

11. **SELLER KNOWLEDGE OR NOTICE.** Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for

those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by all parties hereto.

19. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.

20. EXPIRATION OF OFFER. This instrument shall be deemed an offer to the Seller which may be accepted by signature of the Seller and delivery of the original to the Buyer. This offer shall be deemed revoked and null and void if not accepted by the Seller and delivered to the Buyer by 5:00 p.m. on September 22, 2006 .

21. OTHER PROVISIONS and CONDITIONS.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "seal" beside their signatures below.

BUYER:  (SEAL)
Caviness & Sons Buiding and Dev., Co.

SELLER:  (SEAL)
Diversified Holdings, LLC.

Date: _____

Date: 9-21-06

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

FIRM: N/A
By: _____