

Initial Application Date: 4-18-07

Application # 0750017363

**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: Francis Realty Mailing Address: \_\_\_\_\_

City: Fuquay-Varina State: nc Zip: 27526 Home #: \_\_\_\_\_ Contact #: \_\_\_\_\_

APPLICANT: Evans Fine Homes Inc Mailing Address: 201 MISTYWOOD DR

City: Fuquay Varina State: nc Zip: 27526 Home #: 552-1378 Contact #: Gary Evans

\*Please fill out applicant information if different than landowner

PROPERTY LOCATION: Subdivision: Austin Farms Lot #: 19 Lot Size: .69

Parcel: 050645 0005 18 PIN: 0645-08-1977 000

Zoning: RA30 Flood Plain:  Panel: 645 Watershed: N/A Deed Book&Page: OTP Map Book&Page: 2006/766

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: \_\_\_\_\_

From Lillington N 401, Left Christina ht Rd, Left Oakridge Duncan Rd, Rt on Twin fields Dr, Rt on Meadow View Ct.

**PROPOSED USE:**

- SFD (Size 45x41) # Bedrooms 3 # Baths 3 Basement (w/wo bath) \_\_\_\_\_ Garage 22x22 scr. Pch Deck 14x12 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    ) **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 1 prop Manufactured Homes     Other (specify)    

Required Residential Property Line Setbacks: \_\_\_\_\_ Comments: \_\_\_\_\_

	Minimum	Actual
Front	35	54'
Rear	25	100'
Side	10	44'
Sidestreet/corner lot	20	45'
Nearest Building on same lot	6	/

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.

Gary Evans  
Signature of Owner or Owner's Agent

4/18/07  
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



**Harnett County Central Permitting Department**

PO Box 65, Lillington, NC 27546  
910-893-7525

X

**Environmental Health New Septic Systems Test**

Environmental Health Code 800

conf# \_\_\_\_\_

- 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 Gayle Karam

Date 4/18/07

OWNER NAME: FRANCIS REALTY

APPLICATION #: 0750017363

**\*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.**

*Jay L. Leon*

**PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)**

4/18/07

**DATE**

C-21 Becky Medlin Realty  
407 N. Judd Parkway NE  
Fuquay-Varina, NC 27526

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).

Everest Title Home, Inc.

as Buyer, hereby offers to purchase and

Francis Realty, 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 Fuquay-Varina, County of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address \_\_\_\_\_ Zip 27526  
Subdivision Name Austin Farms  
Plat Reference: Lot 19, Block or Section \_\_\_\_\_ as shown on  
Plat Book or Slide 2006 at Page(s) 782-784 (Property acquired by Seller in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_).

All  A portion of the property in Deed Reference: Book \_\_\_\_\_ Page No. \_\_\_\_\_ 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 \$ 37,800 and shall be paid as follows:

(a) \$ 0, 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) \$ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than \_\_\_\_\_, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 0, 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, 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, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 37,800, 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: conventional loan loan at a  Fixed Rate  Adjustable Rate in the principal amount of \_\_\_\_\_ for a term of \_\_\_\_\_ year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.  
PREPARED BY: OFFICE, MANAGER  
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ML LS  
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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.

BUYER Day 2 Khan DATE 4/8/07 (SEAL)

SELLER Paul S. Jones DATE 4/10/07 (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 Century 21 Becky Medlin Realty / Tim & Jenny  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
Individual license #: \_\_\_\_\_

Listing Agent/Firm/Phone Century 21 Becky Medlin Realty / Tim & Jenny  
Acting as  Seller's (sub)Agent  Dual Agent  
Individual license #: \_\_\_\_\_

*Handwritten initials: MGE LBJ*

OFFER TO PURCHASE AND CONTRACT

Richard H. Sheffield and Kim P. Sheffield, as Buyer, hereby offers to purchase and Evans Fine Homes, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Fuquay-Varina, N.C. 27526 County of Harnett State of North Carolina, being known as and more particularly described as: Street Address 70 Twin Fields Drive Zip 27526 Legal Description: Lot 22 Austin Farms

(All LIA portion of the property in Deed Reference: Book Page No Harnett County.)

NOTE: Prior to signing this 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. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, well and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items: no exceptions

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: no exceptions

4. PURCHASE PRICE: The purchase price is \$ 247,000 and shall be paid as follows:

(a) \$ 1,000 EARNEST MONEY DEPOSIT with this offer by [ ] cash [X] personal check [ ] bank check [ ] certified check [ ] other: to be deposited and held in escrow by Century 21 Becky Medlin 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 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- ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ -0- OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 23. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ -0- 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- BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 246,000 BALANCE of the purchase price in cash at Closing.



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



STANDARD FORM 2-T © 7/2005

Buyer Initials ROS Seller Initials