

Initial Application Date: 7-6-07

Application # 0750017973

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: The Harnett Land Group II Mailing Address: P.O. Box 427

City: Mamers State: NC Zip: 27552 Home #: \_\_\_\_\_ Contact #: 910-808-4362

APPLICANT\*: Blackwell Homes, Inc Mailing Address: P.O. Box 427

City: Mamers State: NC Zip: 27552 Home #: \_\_\_\_\_ Contact #: 910-808-4362

\*Please fill out applicant information if different than landowner

PROPERTY LOCATION: Subdivision: Summerhill Lot #: 35 Lot Size: .57

Parcel: 13-0539-0200-42 PIN: 0539-98-1360.006

Zoning: RA3D Flood Plain: X Panel: 0528 Watershed: N/A Deed Book&Page: OTD Map Book&Page: STP 2007/435

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 1.5 miles down Old US 421.  
Take left on McDougald Road. Subdivision 1 mile down  
on right.

PROPOSED USE:

- SFD (Size 68.9 x 47.2) # Bedrooms 3 # Baths 2 Basement (w/wo bath) \_\_\_\_\_ Garage 2 Deck 10x12 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 1/1/07 Manufactured Homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

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

Front	Minimum	<u>35</u>	Actual	<u>37'</u>	_____
Rear		<u>25</u>		<u>70'</u>	_____
Side		<u>10</u>		<u>21'</u>	_____
Sidestreet/corner lot		<u>20</u>		<u>54'</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.

[Signature]  
Signature of Owner or Owner's Agent

7/5/07  
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



Proposed  
OWNER NAME: Beachwell Homes

APPLICATION #: 07600 17973

**\*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.**

CD Blakemore  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

7/5/07  
DATE

Application Number: 0750017968-

Harnett County Central Permitting Department

0750017973

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.

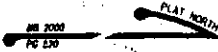
**E911 Addressing**

**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 Sherry L Bryant Date 7-6-07



STATE OF NORTH CAROLINA  
 PROFESSIONAL LAND SURVEYOR  
 SEAL NO. 43889

**De M. Ullc**  
 PROFESSIONAL LAND SURVEYOR

THE STATEMENT OF RIGHTS OF FIRST REFUSAL IS A REQUIREMENT OF THE NORTH CAROLINA CONDOMINIUM ACT, N.C. GEN. STAT. § 47B-1-101. IT IS THE POLICY OF THE STATE TO ENFORCE THIS ACT AND TO PROTECT THE RIGHTS OF FIRST REFUSAL.



DATE	BY	REVISION

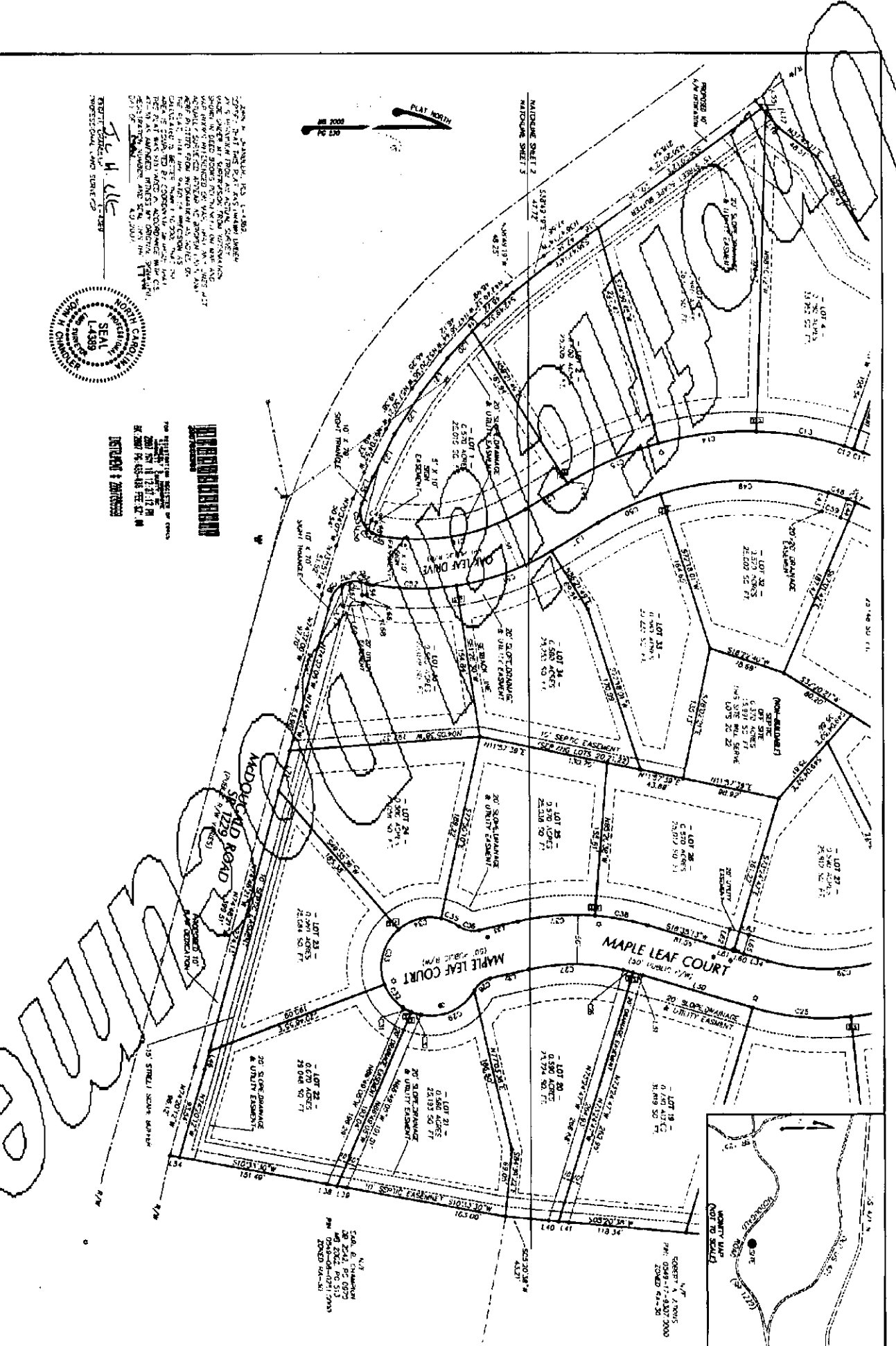
**Chandler GROUP**

7821 Purfoy Road, Suite 201  
 Raleigh, NC 27618  
 Telephone: 919.552.4845  
 Fax: 919.552.9582

4922 E. Oak Island Drive  
 Oak Island, NC 28465  
 Phone: 910.278.9415  
 Fax: 910.278.9060  
 www.chandlergroup.com

**Summerhill Subdivision**

DATE: APRIL 13, 2007  
 SHEET: 11 OF 11  
 MAP: 11-11-0001  
 COUNTY: HARRIS COUNTY  
 STATE: NORTH CAROLINA




Map 11-11-0001

## Owner Information

NAME	THE HARNETT LAND GROUP II LLC
ADDR1	
ADDR2	
ADDR3	PO BOX 328
CITY	ZEBULON
STATE	NC
ZIP	275970000
Parcel Information	
PIN	0539-98-1360 000
PARCEL ID	130539 0200 42
REID	67867.0
SITUS ADDRESS	OAK LEAF DR 000016 X
LEGAL 1	LT#35 SUMMERHILL S/D 0.58
LEGAL 2	MAP#2007-435
ASSESSED ACRE	1
CALCULATED ACRES	
DEED BOOK	02318
DEED PAGE	0591
DEED DATE	20061218
Structure Data	
PROPERTY CARD	<a href="#">CLICK HERE</a> 130539 0200 42
HEATED SQ FT	0
ASSESSED VALUE	0
SALES PRICE	0
GET SOIL TYPE	<a href="#">CLICK HERE</a>
ZONING	<a href="#">CLICK HERE</a> 130539 0200 42

**Contract to Purchase Vacant Land**

**1. Names.** This contract is made by The Harnett Land Group II, LLC., Seller, and Blackwell Homes, Inc, Purchaser.

**2. Purchase of Real Estate.** Seller is selling and Purchaser is buying the property commonly known as Lots 9, 10, 23, 33, 34, and 35 *Summerhal Subdivision* 

The legal description of the property is as follows:

\_\_\_\_\_.

The legal description of the property is given in Attachment 1.

Seller will transfer the property to Purchaser subject to easements and restrictions of record.

**3. Purchase Price.** The purchase price is \$138,000. Seller acknowledges that Purchaser has deposited \$N/A with N/A as escrow agent upon the signing of this agreement. This deposit is to be credited against the purchase price. Purchaser will pay the balance of \$N/A at closing in cash or by cashiers check.

**4. Financing Contingency.** This contract is contingent upon Purchaser qualifying for and obtaining a commitment for a mortgage or deed of trust loan for N/A% of the purchase price. Purchaser will apply for such financing within N/A business days from the date of this agreement and pursue the application in good faith.

This financing contingency is to be removed by N/A.

**5. Special Assessments.** Seller will pay any special assessments that are a lien on the property at the date of closing.

Purchaser will pay any special assessments that become a lien on the property after the date of closing.

**6. Utility Charges.** Seller will pay any other charges made against the property by any government authority for installation or extension of water, sanitary or sewer service, if such charges have been incurred before the date of closing.

Purchaser will pay for the charges incurred after the date of closing.

**7. Real Estate Taxes.** Real estate taxes will be prorated on a 30-day-month, 360-day-year basis to the date of closing based on the due date of the taxing authority. For proration purposes, these taxes will be deemed to be paid in advance.

**8. Closing and Possession.** The purchase will be closed on July 14, 2007. Possession will be given at closing.

**9. Transfer of Title.** Seller will transfer marketable title to the property to Purchaser by a warranty deed. Seller will pay any transfer tax due when title passes.

**10. Title Insurance.** Seller, at Seller's expense, will provide an owner's policy of title insurance, including a policy commitment before closing, in the amount of the purchase price.

**11. Additional Contingencies.** This contract is contingent upon satisfactory completion of the following items:

[ N/A ] A contractor's inspection of the property at Purchaser's expense resulting in a report satisfactory to Purchaser. This contingency is to be removed by .

[ N/A ] An architect's inspection of the property at Purchaser's expense resulting in a report satisfactory to Purchaser. This contingency is to be removed by .

[ X ] An environmental inspection of the property at Purchaser's expense resulting in findings satisfactory to Purchaser. This contingency is to be removed by July 5, 2007.

[ N/A ] A review of public and private building and use requirements affecting the property at Purchaser's expense resulting in findings satisfactory to Purchaser. This contingency is to be removed by .

[ N/A ] A stake survey or survey report at Purchaser's expense resulting in findings satisfactory to Purchaser. This contingency is to be removed by .

[ N/A ] Approval of the title insurance commitment by Purchaser's lawyer. This contingency is to be removed within \_\_\_ days after the title insurance commitment is received by Purchaser.

**12. Removal of Contingencies.** If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date and until the contingency is removed, either party may cancel this contract by written notice to the other. In that case, Seller will return the deposit to Purchaser.

**13. Default.** If Purchaser defaults, Seller may (1) pursue legal remedies or (2) cancel this contract and claim the deposit as liquidated damages.

If Seller defaults, Purchaser may (1) enforce this contract, (2) demand a refund of the deposit in termination of this contract or (3) pursue legal remedies.

**14. Disputes.**

[ ] **Litigation.** If a dispute arises, either party may take the matter to court.

[ X ] **Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

[ ] .

[ X ] a mediator to be mutually selected.



The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

**Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

**15. Additional Agreements.** Seller and Purchaser additionally agree that: N/A.

**16. Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**17. Successors and Assignees.** This contract binds and benefits the heirs, successors and assignees of the parties.

**18. Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

(1) in person,

(2) by certified mail, or

(3) by overnight courier.

**19. Governing Law.** This contract will be governed by and construed in accordance with the laws of the state of North Carolina.

**20. Counterparts.** The parties may sign several identical counterparts of this contract. Any fully signed counterpart shall be treated as an original.

**21. Modification.** This contract may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**22. Waiver.** If one party waives any term or provision of this contract at any time, that waiver will

only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

**23. Severability.** If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and

such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Dated: 6/20/07

SELLER

Name of Business: The Harnett Land Group, II  
a Limited Liability Corporation

By: Nathan Evans

Printed Name: Nathan Evans

Title: Member

Address: P.O. Box 427 Mamers, NC 27552

PURCHASER

Name of Business: Blackwell Homes, Inc.  
a North Carolina Corporation

By: CD Blackwell

Printed Name: Charles D. Blackwell

Title: President

Address: 7005 US 421 N Suite 6 Lillington, NC 27546