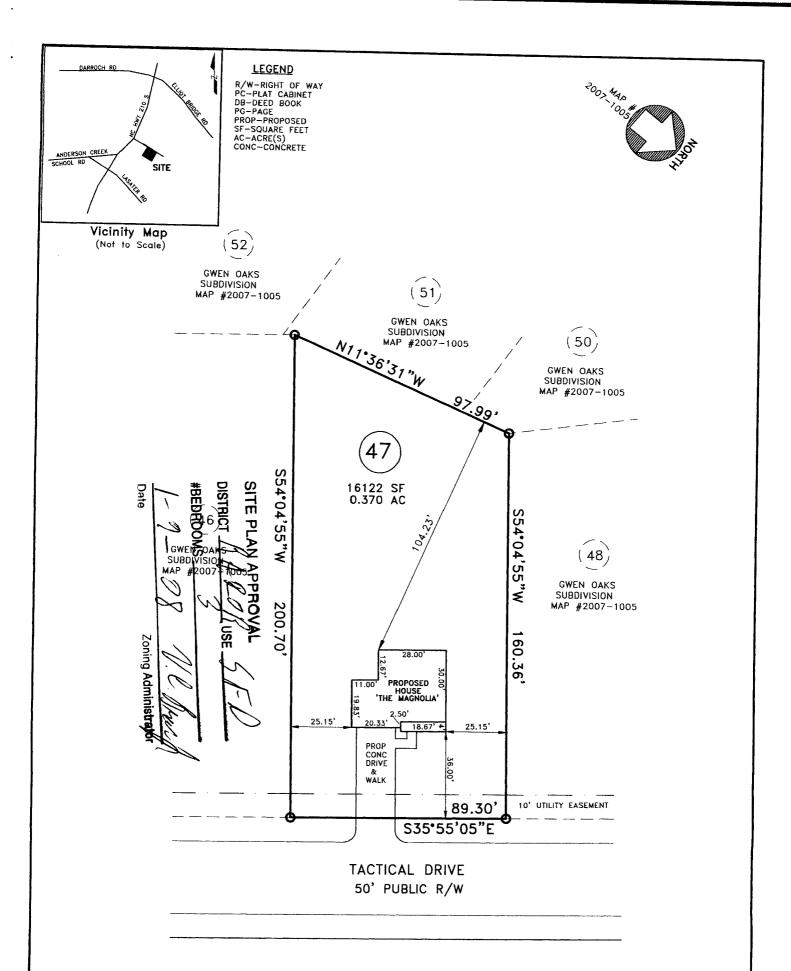
· 5 110108	1	0 01
nitial Application Date:	1-	9-08

Application # _	08	5	0019162

COUNTY OF HARNETT LAND USE APPLICATION			
Central Permitting	102 E. Front Street, Lillington, NC 27546	Phone: (910) 893-4759	Fax: (910) 893-2793

LANDOWNER: 210 Highway Development, L	LLC Mailing Address: 2209 Hamrick Drive
City: Raleigh States	mailing Address: <u>5511 Ramsey Street</u>
APPLICANT: RBC Homes, INC	Mailing Address: <u>5511 Ramsey Street</u>
City: Fayeffeu: Ile States	e: NC Zip: 28311 Phone #: (910) 423-3555
	ne: Mr NC Huy 2105
PROPERTY LOCATION: SR #: SR Nam	ne: 110 1101 2103
Address: 138 Tactical Drive	00
Parcel: 01 0547 0024 47	PIN: 0536-02-8543
Zoning: RAZOR Subdivision: Gwen Oaks	
Flood Plain: Panel: Watershed:	N/A Deed Book/Page: 0T/ Plat Book/Page: 2007 - 1095
DIRECTIONS TO THE PROPERTY FROM LILLINGTON:	outh on 210 Approx 4 miles, subdivision
immediately on left af	ter school
PROPOSED USE:	S. H.D. H. D. Davidson Market Communication (Communication)
	3 # Baths 2 Basement (w/wo bath) Garage Deck
☐ Multi-Family Dwelling No. UnitsNo. E	
☐ Manufactured Home (Size x ) # of Bedrooms _	Garage Deck
□ Number of persons per household	·
☐ Business Sq. Ft. Retail Space	
□ Industry Sq. Ft.	
☐ Church Seating Capacity Kitchen	
	Use
Additional Information:    Accessory Building (Sizex) Use	
Accessory Building (Size x ) Use	
Other	
Additional Information:	) ( ) Other
Sewage Supply: (X) New Septic Tank (_) Existing Septi	
Erosion & Sedimentation Control Plan Required? YES NC	
	nufactured 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:	Minimum Ac <u>tu</u> al
Front	3536
Rear	<u>104.</u> 2 <b>3</b>
	15-15
Side	10 27,75
Corner	
Nearest Build	ding
If parmits are granted Lagree to conform to all ordinances and	d the laws of the State of North Carolina regulating such work and the specifications or
plans submitted. I hat appropriate the foregoing statements a	
Plans submitted. The property statements a	1 1
Mach him	1 - 7 - VX
Signature of Owner of Owner's Agent	Date



## PLOT PLAN

PROPERTY OF: RBC HOMES, INC.

ADDRESS: TACTICAL DRIVE

TOWNSHIP: ANDERSON CREEK

Applicant KBC Homes + NC

OWNER NAME: 210 Hwy Day LLC

APPLIC \*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

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

IF THE INFORMATION IN THIS APPLICATION IS FALSIPIED, CHANGED, OR THE SITE IS ALTERED, THEN THE 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 O Existing well Community well Public water □ Spring Are there any existing wells, springs, or existing waterlines on this property? {\_\_}} yes {\_\_}} no {-\mathbb{k}} unknown SEPTIC If applying for authorization to construct picase indicate desired system type(s): can be ranked in order of preference, must choose one. (2) Innovative ( ) Accepted (3) 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. Does the site contain any Jurisdictional Wetlands? {\_\_}} YES NO NO { }YES MA NO Does the site contain any existing Wastewater Systems? { }YES NO NO is any wastewater going to be generated on the site other than domestic sewage? { }YES NO PO Is the site subject to approval by any other Public Agency? Are there any essemests or Right of Ways on this property? { }YES C/T NO 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 Pop 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)

n.ll	#	
Typ.	# .	$\frac{1}{2}$
	_	Application Number: UX5 00/11/5
	-	Harnett County Control Poweritting Day
	_	Harnett County Central Permitting Department PO Box 65, Lillington, NC 27546
1	7	910-893-7525
1	3	Environmental Health New Septic Systems Test
		Environmental Health Code 800 # 4 Mis Nit
		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/monufactured because it is
		Flace lidgs at locations as developed on site plan by Customer Service Technician and Lucations
	•	ridge Environmental mediting orange card in location that is easily vioused from an all
		in property is thickly wooded. Environmental Health requires that you also to the
		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)
	•	""" P'OPONING PIODOSCU SILE LAN HIE VINCE NEITHING CUCTOM OF NAV NOO 7505
	•	
	E	Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for permits.  Invironmental Health Existing Tank Inspections
	Ē	nvironmental Health Code 800
	•	Place Environmental Health "orange" card in location that is easily viewed from road. Falls
	•	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 transport call the voice paralities and the second standard for the
		After preparing trapdoor call the voice permitting system at 910-893-7525 and give code <b>800</b> for Environmental Health Use Click?Gov or IVR to hear results. Once some standard of recording for proof of request.
	•	or of the total lesuits. Once approved proceed to Central Dormitting for name of the
		varia dia dantanon 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
	•	status. Use Click2Gov or IVR to hear results.  Once <u>all</u> plans are approved, proceed to Central Permitting for remaining permits.
	<u>Fi</u>	re Marshal Inspections
	•	After submitting plans for Fire Marshal review to Central Permitting, places allowed
_	• D.	The state of blood on lob site filling work is completed
	<u> </u>	<u>DIC Utilities</u>
		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.
	Bu	
	•	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 page 11.
		IVR to hear results. Once <u>all</u> plans are approved, proceed to Central Permitting for permits.
	•	For new housing/set up permits must meet E 911 / Addressing guidelines <u>prior</u> to scheduling final inspection.  Use Click2Gov or IVR to hear results.
	E9	11 Addressing
	Ad	dressing Confirmation Code 814
	•	Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
•	•	Trainbers must be a contrasting color from house, must be clearly visible winter a contrasting color from house must be clearly visible winter.
	•	is 100 ft or more from road, or if mailbox is on opposite side of road.  Once you purchase permits and footing inspection has be clearly visible night and day at entrance of driveway if home
		Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7525 and give code <b>814</b> 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 <u>http://www.harnett.org/services-213.asp</u> then select <u>Click2Gov</u>
Appli	car	nt/Owner Signature/ / Date / 9 / 9
		Date / 1 (0 8)
		${\cal V}$

## --, -:··· nv.

## 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 NUTE: This contract is insured for insulproved near property one payer was precises unity for personal use and was not sense and 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 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).

REC Rosses, Inc. as Buyer, hereby offers to purchase and 210 Righway Development, LLC. as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hareafter referred to as the "Property"), upon the following terms and conditions: 1. REAL PROPERTY: Located in the City of Audanasa Crack Township Street Address Letts 3,4,5,6,7,8,46,47,48,49 on Tastical Br. and Bonor Lane Zip 28323

NOTE: Governmental authority over taxes, seeing, echool districts, willities and mail delivery may differ from address shown. , State of Narth Carolina, being known as and more particularly described as: Plat Reference: Lot 3 there 8 and 46 there 49 , Block or Section 1 Book 2205

at Page 927

All L. A portion of the property in David Reference; Book 2007 at Pago(s) 1005 All LA portion of the property in David Reference: Book 2007 Page No. 1005

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lotfland, Buyer is advised to review Restrictive Covenants, if any, - es sponu ou NOTE: From to signing this Oxier to Purchase and Contract - Vacuus Louizana, Duper is suvied to review Restrictive Covenants, it any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Lews, Articles of incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendom (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum 2. PURCHASE PRICE: The purchase price is \$ Should any check or other funds peid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn. Buyer shall have one (1) banking day efter written notice to deliver good funds to the payer. In the event Buyer does not timely deliver good funds, the Selicz shall have the right to terminate this contract upon written notice to the Buyer. The purchase (a) \$ 0 cartified check other; 11/8 \_\_\_\_, EARNEST MONEY DEPOSIT with this offer by 🔲 cash 🔲 personal check 🔘 bank check and held in escrow by B/B closed, at which time it will be credited to Buyer, or mail this contract is otherwise terminated. In the event (1) this offer is not accopied; or (2) any of the conditions hereto are not settefied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Sciler, all earnest monies shall be refunded to Buyer upon Buyer's request, but such nearn shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all semest monies shall be forfeited to Seller upon Seller's request, but such forfeithte 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 forfciture of cornest money held in escrew, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, bareby agrees) to retain said extract noney in the Bactow Agent's trust or excess account until Hecrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of company jurisdiction. Alternatively, if a Broker is holding the Barnest Money, the Broker may deposit the disputed montes with the appropriate clerk of court in accordance with the provisions of (CHECK IF APPLICABLE) THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH. (b) \$ Q \_, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than <u>n/a</u> , TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE. (c) S o , OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Sciler on the Effective Date as set forth in paragraph 22. (NOTE: If Alternative 2 applies, that do not insert 30, N/A, or leave blank). This form jointly approved by: North Carelins ther Association, North Carelins Association of REALTORSS, Inc.
President St. Divid System, New Homes Director
STANDAND PORIS 12-T Revised 772007 @ 7/2007
RoalPASTO Segment. 62007, Versian 6.18. Segment Registered to: Office Manager, Keller Williams Pervor Intinto

not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no ponding or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: (Insert "None" or the identification of such assessments, if any):

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed favough the time of Closing, if any, and Buyer shall take title subject to all pending essessments disclosed by Seller homin, if say.

- 7. PROBATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be proposed and either adjusted between the parties of paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rants, if any, for the Property shall be presented through the date of Closing; (d) Owners' association does and other like charges shall be proveded through the date of Closing. Seller represents that the regular owners association dues, if my, me \$ 9 Unless otherwise agreed, Buyer shall pay any feet required for obtaining account payment information on owners' association dues or assessments for payment or protetion and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.
- 8. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any lost obtained by Buyer, appraisal, title search, title instrument, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a dead and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stumps) required by law. Saller shall pay at Closing 5 0 toward any of Buyer's expenses estoclased with the purchase of the Property, including any PHANA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's londer.
- 9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as masonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Soller, including but not limited to: title insurance policies, attorney's opinions on tide, surveys, covenants, doeds, mose and deals of taust and easements releting to the Property. Selies authorizes (1) any attorney presently or previously representing Seller to release and disclose any title imprance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and stiorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and
- 10. LABOR AND MATERIAL: Soller shall famish at Closing an affidavit and indomnification agreement in form astisfactory to Buyer showing that all labor and meterials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indensify Buyer against all loss from my cause or claim arising therefrom
- 11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before 93/13/07 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to

Absent agreement to the contract in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Cheing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per action according from the end of the tou-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than fairty (30) days from the last agreed upon extension of the Closing Date, however, then the non-delaying party shall have the quilateral right to imminate the contract and receive the current money, but the right to such receipt shall not affect any other remedies available to the non-delaying party in such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS

12. 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. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

12. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives): ALTERNATIVE 1:

(a) Sail, Water, Utilities And Environmental Contingency: This 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 communication,

This form jointly approved by: North Caroline Bur Association, North Caroline Association of REALTORGE, Inc. PREPARED BY: Device Evens, Nov. North Director STANDARD FORM 12-T Revised //2007 @ 7/2007 ResEFAST® Bottomary 92007, Yorsion 6.16. Software Registered in: Office Marager, Kaller Williams

- 16. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then
- 18. TAX-DEFERRED EXCHANGE: In the event Buyer or Soller desires to effect a tex-deferred exchange in connection with the convoyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with most exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply. Seller should seek advice concerning the taxation of the Option Fee.)
- 19. PARTIES: This contract shall be binding upon and shall insize to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and seeigns. As used herein, words in the singular include the plural and the resculine includes the feminine and neuter
- 20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or parformed 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.
- 21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed betein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall after any agreement between a REALTORS or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 22. NOTICE AND EXECUTION: Any notice or communication to be given to a pany herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to my mailing address, e-mail address or fax number set forth in the "Notice Address" section below. This offer shall become a binding contract (the "Bifactive Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their algustures below.

Boyer Binn I has not unde an en-site personal examination of the Property prior to the staking of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORSO, 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 FEHL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU

MBC Homas Ind BUSER By: William Mylton	DATE 12/5//07 (SEAL)
SHILLER By: Leigh Ballano	DATE 1/4/67 (SEAL)

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT

## BUYER NOTICE ADDRESS:

SELLER NOTICE ADDRESS:

This form jointly approved by: North Carolina Bar Association, North Carolina Association of HEALTORSS, Inc.
PREPARED BY: David Evens, New Homes Director STANDARD PORM 12-T Revised 7/2007 @ 7/2007