

Initial Application Date: 1/25/2008

Application # 0850019283

CU \_\_\_\_\_

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION  
Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: McLean Chapel Partners, LLC Mailing Address: P.O. Box 2611

City: Raleigh State: NC Zip: 27602 Home #: \_\_\_\_\_ Contact #: \_\_\_\_\_

APPLICANT\*: Lance & Allison DeLong Mailing Address: 366 Pineridge Drive

City: Cameron State: NC Zip: 28326 Home #: 919-499-0908 Contact #: 919-499-0908

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: Lance & Allison DeLong Phone #: 919-499-0908

PROPERTY LOCATION: Subdivision: \_\_\_\_\_ Lot #: 15 Lot Size: 21.75 acres

State Road #: 2030 State Road Name: McLean Chapel Church Road Map Book & Page: 2006 / 828

Parcel: 120546 0060 14 PIN: 0546-66-443.000

Zoning: None Flood Zone: None Watershed: None Deed Book & Page: 02327 OTB / 0360 Power Company: N/A

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Highway 401-S, thru Bunnlevel, turn right on McLean Chapel Church Road for 5 miles. Property is on right, marked w/ surveyor tapes & Harnett County Building Inspections, Central permitting property line flags. Across the street from an occupied, white farmhouse.

PROPOSED USE: (Include Bonus room as a bedroom if it has a closet) Circle:  
 SFD (Size 65 x 85) # Bedrooms 4 # Baths 3.5 Basement (w/wo bath) \_\_\_\_\_ Garage 2 car Deck 1 Crawl Space / Slab  
 Mod (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Site Built Deck \_\_\_\_\_ ON Frame / OFF  
 Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ (site built? \_\_\_\_\_) Deck \_\_\_\_\_ (site built? \_\_\_\_\_)  
 Duplex (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_  
 Home Occupation # Rooms \_\_\_\_\_ Use \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ # Employees \_\_\_\_\_  
 Addition/Accessory/Other (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_ Closets in addition ( ) yes ( ) no

Water Supply: ( ) County (  Well (No. dwellings 1 ) **MUST** have operable water before final  
Sewage Supply: (  New Septic Tank (Complete **New Tank Checklist**) ( ) Existing Septic Tank ( ) County Sewer  
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 (existing or proposed): Single family dwellings \_\_\_\_\_ Manufactured Homes \_\_\_\_\_ Other (specify) Horse Barn

Comments: Property is raw land; all buildings are proposed.

Required Residential Property Line Setbacks:

Front Minimum 35 ft Actual 894.6 ft  
Rear 25 ft 410 ft.  
Closest Side 10 ft 263.4 ft.  
Sidestreet/corner lot N/A  
Nearest Building on same lot 6 ft. 186.3 ft - Proposed Barn - (36 x 36)

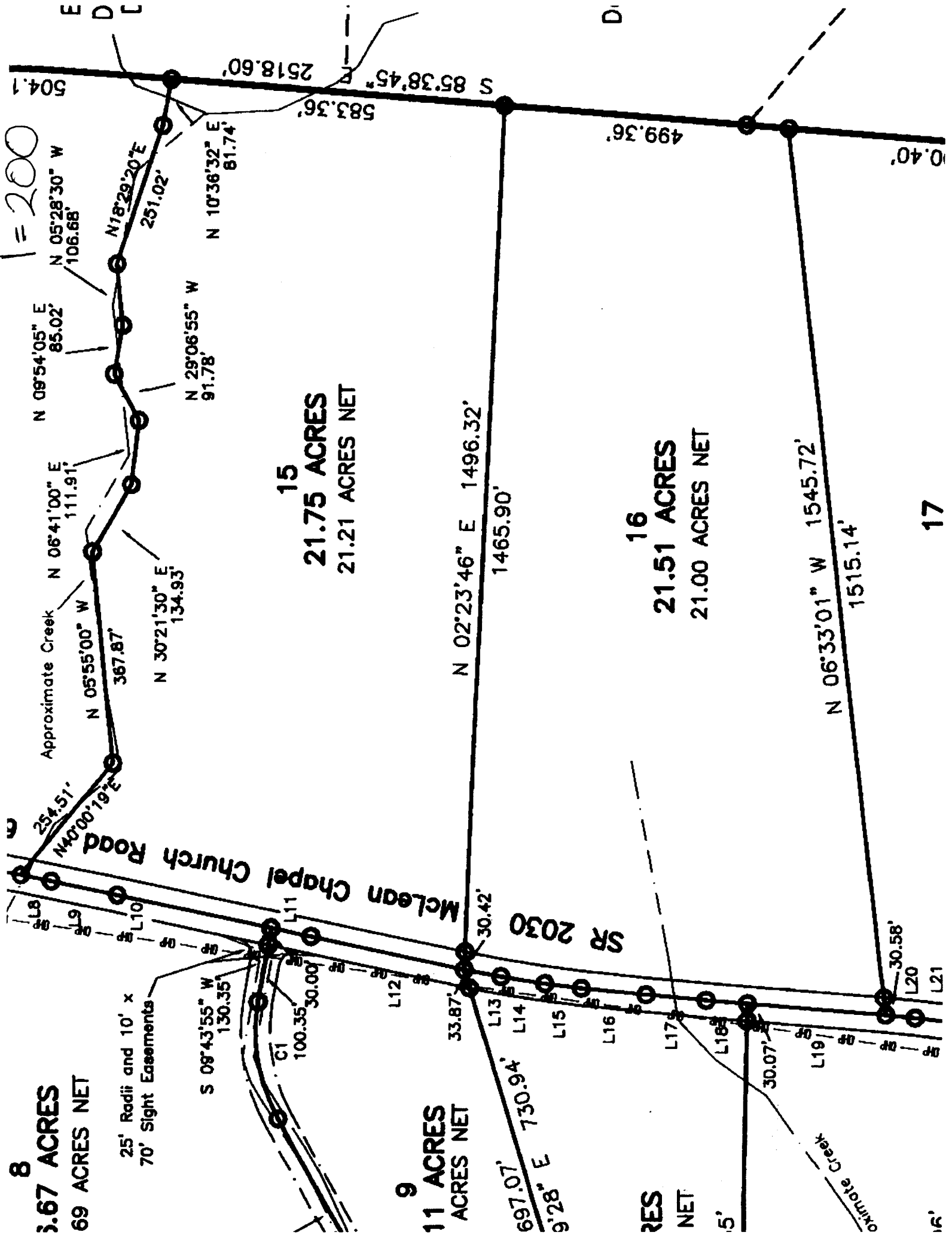
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Lance & Allison DeLong Signature of Owner or Owner's Agent Date 1/25/2008

\*\*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





1" = 200'

**8**  
**3.67 ACRES**  
**69 ACRES NET**

25' Radii and 10' x  
 70' Sight Easements

S 08°43'55" W  
 130.35'

**15**  
**21.75 ACRES**  
**21.21 ACRES NET**

**9**  
**11 ACRES**  
**ACRES NET**

**16**  
**21.51 ACRES**  
**21.00 ACRES NET**

**17**

Approximate Creek

McLean Chapel Church Road

SR 2030

Approximate Creek

RES  
 NET  
 5'

504.1  
 N 05°28'30" W 106.68'  
 N 08°54'05" E 85.02'  
 N 06°41'00" E 111.91'  
 N 05°55'00" W 367.87'  
 N 30°21'30" E 134.93'  
 N 29°06'55" W 91.78'  
 N 10°36'32" E 81.74'  
 S 85°38'45" E 2518.60'  
 583.36'

N 02°23'46" E 1496.32'  
 1465.90'

N 06°33'01" W 1545.72'  
 1515.14'

0.40'

L8  
 L9  
 L10  
 L11  
 L12  
 L13  
 L14  
 L15  
 L16  
 L17  
 L18  
 L19  
 L20  
 L21

16'

OWNER NAME: DeLong, Lance & Allison

APPLICATION #: 19283

**\*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 (Horse barn- 36x36)

**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.**

[Signature]  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

25 Jan 08  
DATE

### 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).

Lance DeLong and Allison DeLong as Buyer.  
hereby offers to purchase and McLean Chapel Partners, LLC 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 Stewart's Creek Township, County of Rowan, State of North Carolina, being known as and more particularly described as:  
Street Address \_\_\_\_\_, Subdivision Name \_\_\_\_\_, Zip \_\_\_\_\_  
Plat Reference: Lot 15, Block or Section \_\_\_\_\_ as shown on  
Plat Book or Slide 2006 at Page(s) 228 (Property acquired by Seller in Deed Book 2227 at Page 280).

**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 ~~\$ 24,000.00~~ \$ 115,000.00 and shall be paid as follows:

(a) ~~\$ 30,000.00~~ \$ 30,000.00 1/17/07 EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  certified check  other: \_\_\_\_\_ to be deposited and held in escrow by Thorp, Clarke, Neville & Kirby, PA ("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 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) ~~\$ 113,000.00~~ \$ 115,000.00 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 \_\_\_\_\_ loan at a  Fixed Rate  Adjustable Rate in the principal amount of n/a for a term of 30 year(s), at an initial interest rate not to exceed 6.5 % 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 30 DAYS 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

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

Buyer Initials LAD Seller Initials MD

1/19/08  
ASD  
1/14/08

100,000  
OK  
1/19/08

107,000  
ASD  
1/14/08

OK  
1/19/08  
ASD  
1/14/08



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.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential - STICK BUILT ONLY purpose ("intended Use").
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

JK  
1-7  
JK  
1/14/08  
ASD  
1/14/08

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending 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: none

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or 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 filing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0.00 per sq ft.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for 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 deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be \$ 0.00 w/a none, excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; 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 attorneys.

8. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before see below at a place designated by Buyer. The deed is to be made to Lance DeLong and wife Allison DeLong

**CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

10. 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.

\* within 30 days of receipt of improvement permit

Buyer Initial: L.D. Seller Initial: JK 1/14/08  
Page 2 of 4

**11. SEWER SYSTEM (check only ONE):**

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

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 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than \_\_\_\_\_ see \* below \_\_\_\_\_, 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 \_\_\_\_\_ see \*\* below \_\_\_\_\_ 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 \_\_\_\_\_ see \*\*\* below \_\_\_\_\_ 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.) SEE ATTACHED ADDENDUM**

**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<sup>SM</sup> or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

\* 10 days of receipt of notice by Seller

\*\* 10 days of receipt of denial by Buyer

\*\*\* 20 days after execution of this contract by all parties

Buyer Initials [Signature] Seller Initials [Signature]  
1/14/07

**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<sup>®</sup> 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.

Date: _____	Date: <u>1/7/07</u>
Buyer <u>[Signature]</u> (SEAL)	Seller <u>[Signature]</u> (SEAL)
Date: _____	Date: <u>member/broker</u>
Buyer <u>[Signature]</u> (SEAL)	Seller <u>Robb &amp; Chapel Partners LLC</u> (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 Valentine Rand + Timber LLC  
 Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Listing Agent/Firm/Phone Dance Hutchins  
 Acting as  Seller's (sub)Agent  Dual Agent

Page 4 of 4  
[Signature]  
1/14/07



9104831247  
9104831247

Thorp, Clarke & Neville  
Thorp, Clarke & Neville

02:55:50 p.m. 01-14-2008  
05:34:47 p.m. 01-04-2008

6/7  
6/8

**ADDENDUM TO VACANT LOT OFFER TO PURCHASE AND CONTRACT**  
by and between McLean Chapel Partners, LLC, as Sellers, and  
Lance DeLong and Allison DeLong as Purchasers

**Property: Lot 15, Stewart's Creek Township, Harnett County, North Carolina**

We, the undersigned, hereby acknowledge that certain Vacant Lot Offer to Purchase and Contract for the above described property by and between Buyers and Sellers, and herewith make the following Addendum to the Vacant Lot Offer to Purchase and Contract:

1. There must be <sup>STICK BUILT - ONLY!</sup> ~~no restriction, easement, zoning or other governmental regulation~~ <sup>"TIE SEARCH"</sup> that would prevent Buyers from erecting and using horse stables on the property.   
 NOT FOR PERSONAL USE
2. With respect to paragraph 12 Buyers and Sellers acknowledge that this contract is contingent upon Buyers obtaining report(s) that the soil in the area of the property at which Buyers intends to construct a residential home is suitable for the same. If said report(s) cannot be obtained Buyers may terminate this contract and the earnest money deposit shall be refunded to Buyers.

SEE ATTACHED DRAWING

Buyers acknowledge receipt of drawing and reaffirm the contingency listed in paragraph 2 above.

Date: 1/7/07

AKO 1/14/08

BUYER:

Lance DeLong (Seal)

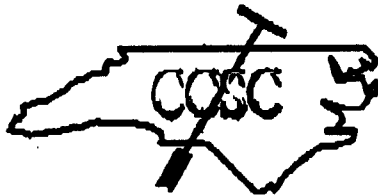
Allison DeLong (Seal)

SELLER:

McLean Chapel Partners, LLC (Seal)

\_\_\_\_\_ (Seal)



**Central Carolina Soil Consulting, PLLC**

4024 Barrett Drive, Suite 201  
Raleigh, NC 27609  
919-784-8449/fax 919-784-9079

January 7, 2008  
Job # 395

Valentine Land & Timber  
Attention: Skip Valentine  
16 Home Street, Suite #1  
Raleigh, NC 27607

RE: Preliminary soil/site evaluation on lot 15 adjacent to McLean Chapel Church Road in Harnett County, NC.

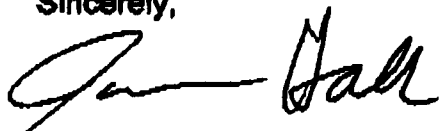
Dear Mr. Valentine:

Central Carolina Soil Consulting, PLLC conducted a preliminary soil evaluation on lot 15 in March 2007 to determine areas of soils that are suitable for a subsurface wastewater disposal system. The purpose of the evaluation was to locate one area on the lot with sufficient suitable soil to accommodate a system and repair area for a four-bedroom home. From the initial soils evaluation Central Carolina Soil Consulting believes the area located on the attached soils map is sufficient for a subsurface system and repair area (conventional/accepted status system) for a four bedroom residence. The suitable soils area shown on the attached map is approximately 17,000 ft<sup>2</sup> in size and the entire area should be preserved for the future septic and repair drain fields. The proposed Soil LTAR should be around 0.35 gallons/day/ft<sup>2</sup> for lot 15. Please note that this letter does not guarantee a septic permit for lot 15 and only after an evaluation by the Harnett County Health Department to determine site suitability will a permit be issued. The suitable soils area shall be preserved and shall not have any proposed structures located within the septic area. A field layout could be required after the field evaluation by the local health department to help with the design of the septic system.

This letter discusses the location of suitable soils for subsurface wastewater disposal systems and does not guarantee any permits or approval required by the local health department. Central Carolina Soil Consulting, PLLC is a professional consulting firm specializing in soil delineations and design for on-site wastewater disposal systems. The rules governing on-site wastewater disposal systems are complex and the interpretation of the rules are based upon the opinions of regulators (state and county level). Due to the subjective nature of the permitting process, CCSC cannot guarantee that areas delineated as suitable for on-site wastewater disposal systems will be permitted by the governing agencies. These permitting considerations should be taken into account before a financial commitment is made on a tract of land.

If you have any questions regarding the findings on the attached map or in this report, please feel free contact me at anytime. Thank you allowing Central Carolina Soil Consulting to perform this site evaluation for you.

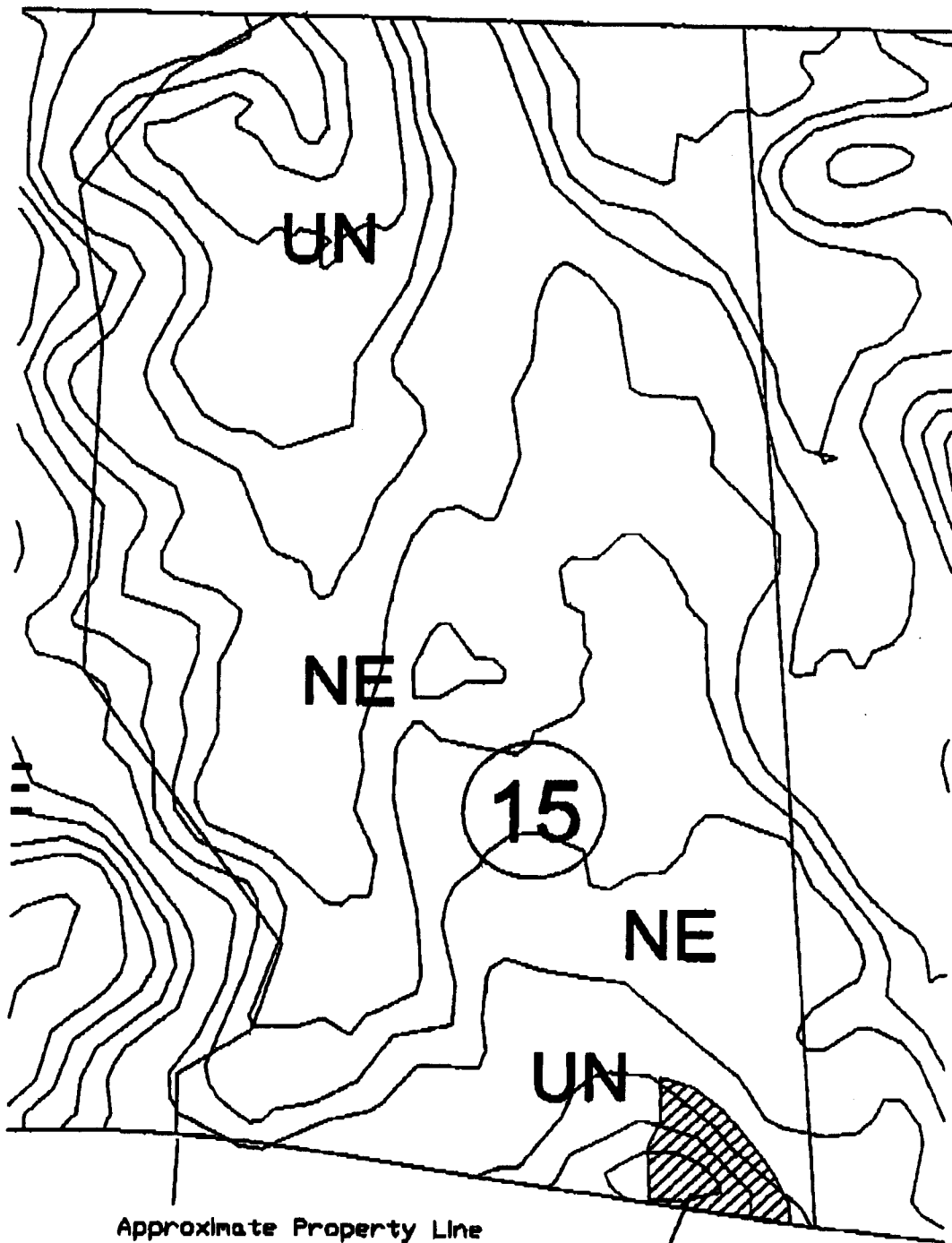
Sincerely,



Jason Hall  
NC Licensed Soil Scientist #1248



Encl: Soil Map



Approximate Property Line

McLean Chapel Road ~17,400 ft<sup>2</sup>  
of suitable soils

4  
↑  
N

1" = 200'