

22072

Initial Application Date: 5/11/09

Application # 095002207

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.c

LANDOWNER: High Surlos Builders Mailing Address: 7206 NC 210 N.

City: Angier NC 27501 State: NC Zip: 27501 Phone #: 919 422 7065

APPLICANT: JL Adams Mailing Address: 8625 Mt Pleasant Dr.

City: Willow Springs State: NC Zip: 27592 Phone #: _____

PROPERTY LOCATION: SR #: 1125 SR Name: Lemuel BLACK

Address: 300 Lemuel Black Rd.

Parcel: 010526-0006 01 PIN: 0526-51-3076.000

Zoning: RA-20R Subdivision: N/A Lot #: _____ Lot Size: 3.92

Flood Plain: X Panel: NA Watershed: NA Deed Book/Page: OTP Plat Book/Page: 2009/

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 210 S. out of Lillington 10 miles. Take rt. on Anderson Creek School Rd. then rt. on Lemuel Black rd. plot is 5 miles on rt.

PROPOSED USE:

SFD (Size 67 x 47) # Bedrooms 4 # Baths 3 Basement (w/wo bath) _____ Garage Deck (Crawl Space)

Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____

Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

Number of persons per household _____

Business Sq. Ft Retail Space _____ Type _____

Industry Sq. Ft _____ Type _____

Church Seating Capacity _____ Kitchen _____

Home Occupation (Size _____ x _____) # Rooms _____ Use _____

Additional Information:

Accessory Building (Size _____ x _____) Use _____

Addition to Existing Building (Size _____ x _____) Use _____

Other _____

Additional Information: Water Supply: County Well (No. dwellings _____) Other _____ Environmental Health Site Visit Data: _____

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other _____

Erosion & Sedimentation Control Plan Required? YES NO

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES _____ NO _____

Structures on this tract of land: Single family dwellings Manufactured homes _____ Other (specify) _____

Required Residential Property Line Setbacks:	Minimum	Actual
Front	35	300
Rear	25	350 302
Side	10	40
Corner	20	
Nearest Building	10	

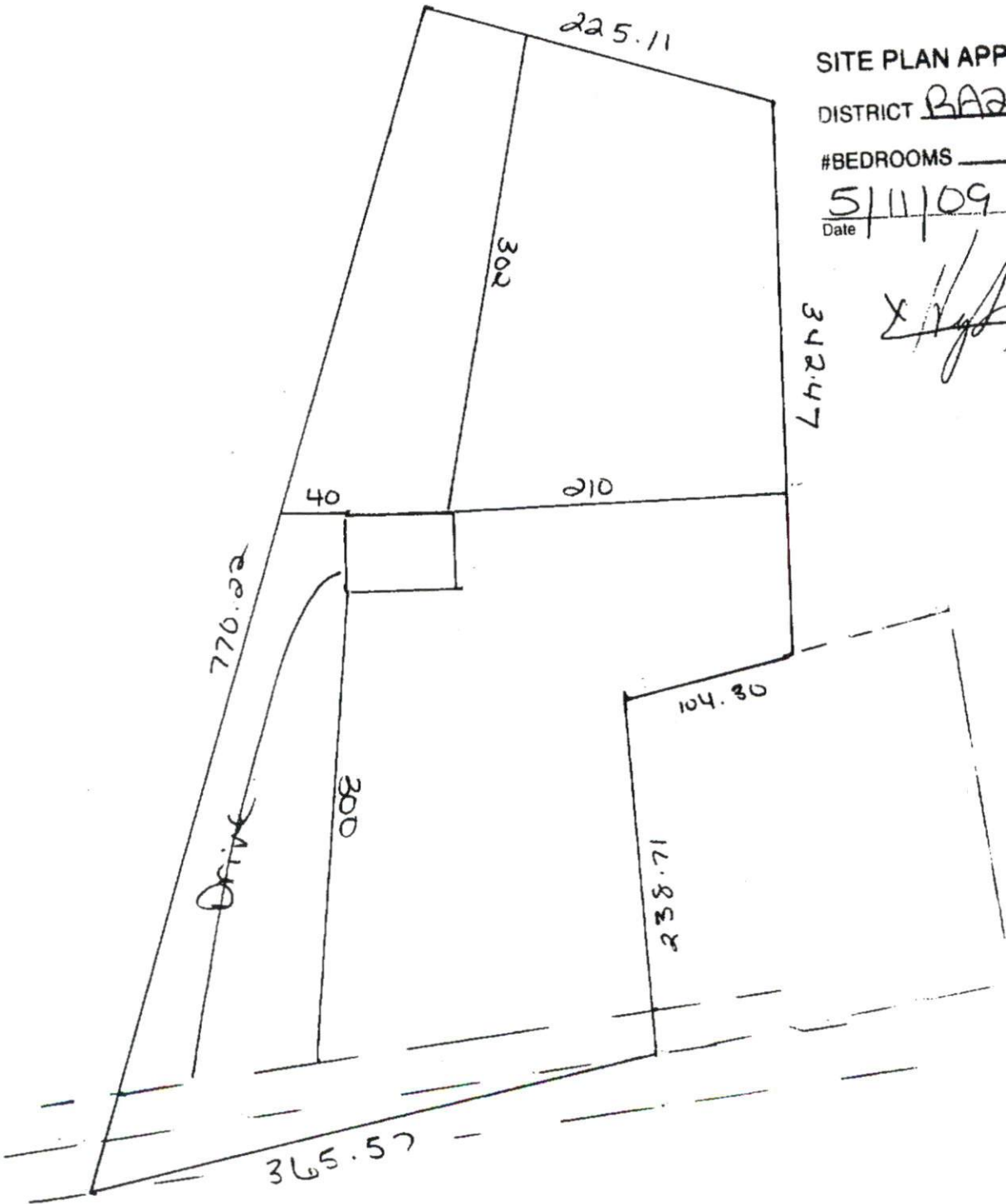
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Signature of Owner or Owner's Agent

Date 5/11/09

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

1=100



SITE PLAN APPROVAL

DISTRICT BAZOR USE SED

#BEDROOMS 4

Date 5/11/09

[Signature]
Zoning Administrator

[Signature]

NAME: Hugh Sorde

APPLICATION #: 22072

This application to be filled out when applying for a septic system inspection.

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)

- Environmental Health New Septic Systems Test** Code 800
 - Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
 - Place "orange house corner flags" at each corner of the structure site. Use additional flags to outline driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
 - 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. *Do not grade property.*
 - 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 use code 800 (after selecting notification permit if multiple permits) 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** 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 & select notification permit if multiple permits, then use 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.

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
 Conventional
 Any
 Alternative
 Other _____

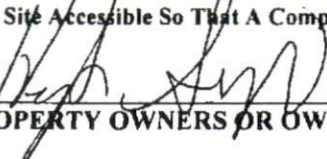
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- YES NO Does the site contain any Jurisdictional Wetlands?
- YES NO Do you plan to have an irrigation system now or in the future?
- YES NO Does or will the building contain any drains? Please explain. _____
- YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
- 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.


PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

5-11-09
DATE

OFFER TO PURCHASE AND CONTRACT

Hugh Surles Builders

hereby offers to purchase and ... as Buyer, ... 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 Hamlet, County of Harnett, State of North Carolina, being known as and more particularly described as: 300 LEWIS BLAKE RD Zip 27332

Legal Description: () All () A portion of the property in Deed Reference: Book _____, Page No. _____ 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, stretched 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, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PERSONAL PROPERTY: The following personal property is included in the purchase price:

4. PURCHASE PRICE: The purchase price is \$ 30,000.00 and shall be paid as follows: (a) \$ _____, 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 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) \$ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid in Escrow Agent no later than _____ TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

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

(e) \$ _____, BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.) (a) Buyer must be able to obtain a _____ FHA _____ VA (attach FHA/VA Financing Addendum) _____ Conventional _____ Other _____ loan at a _____ Fixed Rate _____ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ 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 _____ 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 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 thus received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: _____

(b) There must be no restriction, assessment, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ purposes.

(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 free except marketable title, free of all encumbrances except ad valorem taxes for the current year (incurred through the date of Closing); utility assessments 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.

6. 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: _____

(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: _____

7. 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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) 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 \$ _____ per _____

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other instruments necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. 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.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. 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.

11. 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.

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



Buyer Initials

Seller Initials

