SCANNED
Initial Application Date: 5/28/09
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/permits
LANDOWNER: Even Par Development Inc. Mailing Address: 7206 NC 210 N F
City: Arcier State: NCZip: 27501 Home #: 919 - 422-7065 Contact #:
APPLICANT: Stephenson Builders - Inc Mailing Address: 1187 N Rolling St.
City: Angrey State: NC zip: 2750) Home #: 918 6392862 Contact #: 730-7802 " Drew"
CONTACT NAME APPLYING IN OFFICE: Drew Stephenson Phone #: 730-7802
PROPERTY LOCATION: Subdivision w/phase or section: Watnut Grove Lot #: 17 Lot Acreage: 0.98
State Road #: 2046 State Road Name: La Sater Map Book&Page: 2008 / 737
Parcel: 010525 006226 PIN: 0525-96-6139.000
Zoning: LA 20 R Flood Zone: Watershed: None Deed Book&Page: 2497 / 348 Power Company*: Proverss
*New homes with Progress Energy as service provider need to supply premise number
SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 210 toward toward to Left on
Lassiter Rd Go APPRAY (MI ON LEFT. LASCHUT GONE
PROPOSED USE:  SFD (Size 58 x 66) # Bedrooms # Baths Basement (w/wo bath) Garage Deck Crawl Space / Slab  (Is the bonus room finished? F 5 w/ a closet if so add in with # bedrooms)  Mod (Size x ) # Bedrooms # Baths Basement (w/wo bath) Garage Site Built Deck ON Frame / OFF
(Is the second floor finished? Any other site built additions?)
□ Manufactured Home:SWDWTW (Sizex) # BedroomsGarage(site built?) Deck(site built?) □ Duplex (Sizex) No. BuildingsNo. Bedrooms/Unit
□ Duplex (Sizex) No. Buildings No. Bedrooms/Unit  □ Home Occupation # Rooms Use Hours of Operation:#Employees
□ Addition/Accessory/Other (Size x ) UseClosets in addition(_)yes (_)no
Water Supply: ( ) County ( ) Well (No. dwellings) MUST have operable water before final  Sewage Supply: ( ) New Septic Tank (Complete Checklist) ( ) Existing Septic Tank (Complete Checklist) ( ) 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 & proposed) Stick Built Modular Manufactured Homes Other (specify)  Required Residential Property Line Setbacks: Comments:
Front Minimum 35 Actual 40  Rear 25 100'+
Closest Side 10 11'
Sidestreet/corner lot 20 NA
Nearest Building NA
on same lot 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.  5-28-09

\*\*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

## STEPHENSON BUILDERS INC.

LOT 17 WALHUT GROVE SUBDIVISION (10 WINGED FOOT DRIVE) BUNHLEVEL, N.C. 28323)

SCALE: 1":40" SITE PLAN APPROVAL DISTRICT RAZOR \_USE<sup>ラデ</sup>シ) #BEDROOMS 28/09 ZONING ADMINISTRATOR 15 SEMC SALEMENT 23:10 44' PORCH 22 IGAR' (v); ~101162 1012 WING FOOT

APPLICATION #: 09 500 22184

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

	<u>Department Application for Improvement Permit and/or Authorization to Construct</u>
	IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT
PERMIT OR AUTHORIZ	ATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration
	ation submitted. (complete site plan = 60 months; complete plat = without expiration) 5 option 1 CONFIRMATION # 100122
910-893-7525	ealth New Septic System Code 800
	roperty flags" on each corner iron of lot. All property lines must be clearly flagged approximately
every 50 feet	between corners.
out buildings,	e house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
<ul> <li>If property is evaluation to</li> </ul>	Environmental Health card in location that is easily viewed from road to assist in locating property. thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil be performed. Inspectors should be able to walk freely around site. <b>Do not grade property</b> .
	to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
800 (after sel	g proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code ecting notification permit if multiple permits exist) for Environmental Health inspection. Please note
<u>confirmation</u>	number given at end of recording for proof of request.  or IVR to verify results. Once approved, proceed to Central Permitting for permits.
	ealth Existing Tank Inspections Code 800
	instructions for placing flags and card on property.
Prepare for i	nspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless
inspection is f	or a septic tank in a mobile home park)
<ul> <li>After preparing multiple perm</li> </ul>	g trapdoor call the voice permitting system at 910-893-7525 option 1 & select notification permit if its, then use code 800 for Environmental Health inspection. Please note confirmation number
given at end	of recording for proof of request.
<ul> <li>Use Click2Go</li> </ul>	ver IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.
CEDATO	
SEPTIC  If applying for authoriza	tion 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 notif	fy the local health department upon submittal of this application if any of the following apply to the property in is "yes", applicant must attach supporting documentation.
{_}}YES {_/_}NO	Does the site contain any Jurisdictional Wetlands?
{_}}YES {}NO	Do you plan to have an <u>irrigation system</u> 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 { <u>\u2222}</u> NO	Is the site subject to approval by any other Public Agency?
{  ✓  YES (  M  NO	Are there any easements or Right of Ways on this property?
{_}}YES	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.
	ation And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And
	ted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules.
	Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making
The Site Accessible So T	hat A Complete Site Evaluation Can Be Performed.
	S ØR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)  STATON  DATE
PROPERTY OWNER	S ØR OVNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED) DATE

## 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).

STEPHENSON BUILDERS INC.	, 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 (he	ereafter referred to					
as the "Property"), upon the following terms and conditions:						
1. REAL PROPERTY: Located in the City of BUNNLEVEC	, County of					
1. REAL PROPERTY: Located in the City of State of North Carolina, being known as and more particular of North Carolina, being known as a supplication of North Carolina	larly described as:					
Street Address 10 WINGED FOOT DRIVE 2	ip 78323					
Subdivision Name WALNUT GROWE						
Plat Reference: Lot 17, Block or Section Parage 0/0525-0062	as shown on					
Plat Book or Slide 2009 at Page(s) 72-73 (Property acquired by Seller in Deed Book	at					
Page						
DAII A portion of the property in Deed Reference: Book 2497/2542 Page No. 479/348 Halve	County					
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrict	tive 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 subdivis	ion, if applicable.					
2. PURCHASE PRICE: The purchase price is \$ .35. 000 and shall be	paid as follows:					
(a) \$O . EARNEST MONEY DEPOSIT with this offer by \( \mathbb{Q} \) cash \( \mathbb{Q} \) personal che	ck D bank check					
	sited 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 ever	it of breach of this					
contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall no						
remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earne						
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 c	ourt of competent					
jurisdiction.	•					
(b) \$, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Age	nt no later than					
, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.						
(c) \$, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid						
Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave	blank).					
(d) \$, BY ASSUMPTION of the unpaid principal balance and all obligations of Sel						
loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.						
(e) \$, BY SELLER FINANCING in accordance with the attached Seller Financing	Addendum.					
(f) \$ 35,000 9 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 $\square$ Conventional $\square$ Other: loan at a $\square$ Fixed F						
Rate in the principal amount of for a term of year(s), at an initi						
to exceed % per annum, with mortgage loan discount points not to exceed % of the loan am						
apply for said loan within days of the Effective Date of this contract. Buyer shall use Buyer's best en						
	sfy all terms and					
conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing						
of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a wri						
loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written noti	ce to Buyer at any					
time thereafter, provided Seller has not then received a copy of the letter or the waiver.						
Buyer Initials Seller Initials						
Buyer Initials Seller Initials						
-						

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	Property for KESIACTIAC	purposes ("Intended Use").
	The Property must be in substantially the same or better cond	tion at Closing as on the date of this offer, reasonable wear and tear
	excepted. All deeds of trust liens and other charges against the Property	y, not assumed by Buyer, must be paid and satisfied by Seller prior
	to or at Closing such that cancellation may be promptly obtain	ned following Closing. Seller shall remain obligated to obtain any
(a)	such cancellations following Closing.	TO DOED with the standard to t
	marketable and insurable title, free of all encumbrances excep Closing); utility easements and unviolated restrictive covenar	TTY DEED unless otherwise stated herein, and must be fee simple it: ad valorem taxes for the current year (prorated through the date of its that do not materially affect the value of the Property; and such yed by Buyer. The Property must have legal access to a public right
		no pending or confirmed governmental special assessments for
side		ning the Property, and no pending or confirmed owners' association
(Ins	ert "None" or the identification of such assessments, if an	y.) Seller shall pay all owners' association assessments and all
gov		if any, and Buyer shall take title subject to all pending assessments,
5.	PRORATIONS AND ADJUSTMENTS: Unless otherwise	provided, the following items shall be prorated and either adjusted
betv date the	veen the parties or paid at Closing: (a) Ad valorem taxes on of Closing; (b) All late listing penalties, if any, shall be paid be date of Closing; (d) Owners' association dues and other lil	real property shall be prorated on a calendar year basis through the y Seller; (c) Rents, if any, for the Property shall be prorated through the charges shall be prorated through the date of Closing. Seller
	esents that the regular owners' association dues, if any, are \$	
sear purc	ch, title insurance, recording the deed and for preparation and hase price unpaid at Closing. Seller shall pay for preparation	sible for all costs with respect to any loan obtained by Buyer, title is recording of all instruments required to secure the balance of the of a deed and all other documents necessary to perform Seller's enue stamps) required by law. Seller shall pay at Closing
\$	toward any of Buyer's expenses as	sociated with the purchase of the Property, including any FHA/VA
7. IDate poli auth atto	e of this contract, copies of all title information in possession of cies, attorney's opinions on title, surveys, covenants, deeds, no orizes (1) any attorney presently or previously representing mey's file to Buyer and both Buyer's and Seller's agents and att	excluding any portion disapproved by Buyer's lender. To deliver to Buyer as soon as reasonably possible after the Effective of or available to Seller, including but not limited to: title insurance stees and deeds of trust and easements relating to the Property. Seller Seller to release and disclose any title insurance policy in such orneys; and (2) the Property's title insurer or its agent to release and ser's agent's) file to Buyer and both Buyer's and Seller's agents and
	meys.	
Buy		an affidavit and indemnification agreement in form satisfactory to ne Property within 120 days prior to the date of Closing have been
		f recording of the deed. All parties agree to execute any and all
	aments and papers necessary in connection with Closing and	
at a	place designated by Buyer. The deed is to be made to	EPHENSON BUILDERS INC.
		PROPERTY IN ITS THEN EXISTING CONDITION UNLESS
	OVISION IS OTHERWISE MADE IN WRITING. POSSESSION: Unless otherwise provided herein possession	n shall be delivered at Closing. No alterations, excavations, tree
	oval or other such activities may be done before possession is	
	Ruyer Initials Cold	Seller Initials
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(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the

## 11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives): ☐ ALTERNATIVE 1: (a) 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 \_\_\_\_\_ that this condition cannot be satisfied, time being of the essence. (b) 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 Buyer waives this condition unless Buyer provides written notice to Seller by shall be refunded to Buyer. that this condition cannot be satisfied, time being of the essence. ☐ This Contract is contingent upon A Buyer ☐ Seller ("Responsible Party") 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 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than \_\_\_\_\_\_\_, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by 6-30-09 (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. ☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system. (c) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before The cost of the appraisal shall be borne by Buyer. (d) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING. □ ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.) (a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on , 20 , time being of the essence (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date). (b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, time being of the essence, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing. (c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING. Buyer Initials Seller Initials Seller Initials

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- 12. 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 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.
  - 13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
  - 14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
  - 15. 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.
  - 16. 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.
  - 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.

Date: 5-26		D	Date: 5-06	-09	and the spiritual point of the state of the spiritual points and the spiritual points and the spiritual points
Bayer Hills	- (S	EAL) S	eller AS		(SEAL)
Date:		E	Date:		
Buyer	(S	EAL) S	eller		(SEAL)
Escrow Agent acknowle	edges receipt of the earnest mo				dance with the
Date		Firm:			
		Ву:			
	(Signature)				
Selling Agent/Firm/Phone	e				
	Acting as Dayer's Agent S Individual license #:				
Listing Agent/Firm/Phone	e				
	Acting as Seller's (sub)Agent Individual license #:				
		Dago 4 of 4			