

Initial Application Date: 12/3/09

SCANNED

12/3/09
DATEApplication # 09-500-23347

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/permits

LANDOWNER: New Horizons Builders (Chas Taylor) Mailing Address: 2474 Walnut St.

City: Cary State: NC Zip: 27518 Home #: (919) 851-9913 Contact #: (919) 390-9399

APPLICANT: Same Mailing Address: _____

City: _____ State: _____ Zip: _____ Home #: _____ Contact #: _____

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Chas Pugh Phone #: (919) 931-2581

PROPERTY LOCATION: Subdivision w/phase or section: HERBERT H JOHNSON Lot #: A Lot Acreage: 1ac

State Road #: 1711 State Road Name: Brnkly Rd Map Book&Page: 2009 / 629

Parcel: 021518-0020-16 PIN: 1518-53-9953.000

Zoning: R420m Flood Zone: X Watershed: N/A Deed Book&Page: 950 / 851 PE Premise #: _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: East on Front St. → 2nd St. Turn (R)
on 2nd; Turn (R) on E Ivey St. Turn (R) onto S. Main St. / US 401. Turn
(R) onto US 421 S. Turn (L) onto Leslie Campbell Ave, this b/c NC 276.
Turn slight right onto farground. Turn (L) onto Brnkly

PROPOSED USE: *Homes with Progress Energy as service provider need to supply premise number from Progress Energy Circle: _____

☒ SFD (Size 55 x 53.5) # Bedrooms 4 # Baths 3 Basement (w/wo bath) N/A Garage N/A Deck N/A Crawl Space Slab
 (Is the bonus room finished? _____ 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: _____ 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 (X) New Well () Existing Well (No. dwellings 1) **MUST** have operable water before final

Sewage Supply: (X) 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 (X) NO

Structures (existing or proposed): Single family dwellings 1200 Manufactured Homes _____ Other (specify) _____

Required Residential Property Line Setbacks:

Comments: _____

Front Minimum 35' Actual 158'

Rear 25' 115'

Closest Side 10' 42'

Sidestreet/corner lot 20' N/A

Nearest Building 6' N/A

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.

Chas Pugh
 Signature of Owner or Owner's Agent

12/3/09
 Date

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

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Please use Blue or Black Ink ONLY

LAND USE

5/08

SITE PLAN APPROVAL

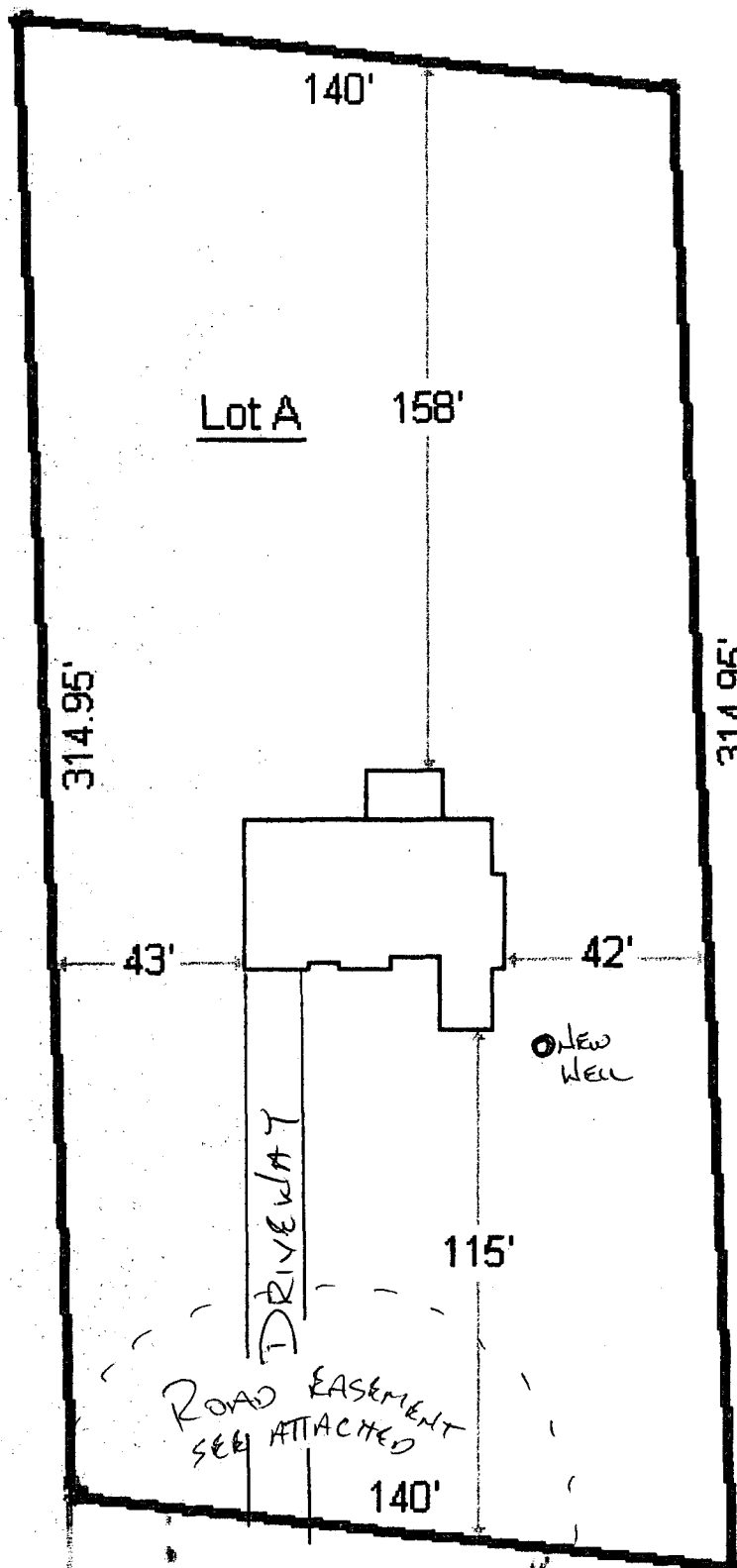
DISTRICT PA-zon USE SFD

#BEDROOMS 4

12/3/09

ZONING ADMINISTRATOR

Chris Pyle 12/3/09



Plot Plan for the
Hart house at
Brinkley Rd. record
as Lot A in Harnett
Co. Book of Map
2009, page 629-63

SCALE
1" = 40'

Preliminary Plat
New Horizon Builders &
Developers LLC
2472 Walnut St., #227
Cary, NC 27518

VACANT LOT OFFER TO PURCHASE AND CONTRACT

New Horizon Builders & Developers LLC

as Buyer, hereby offers to purchase and

Herbert H. Johnson

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 Dunn, County of Harnett, and State of North Carolina, being known as and more particularly described as:

Street Address: 000 Brinkley Road, Dunn, NC, Zip Code: 28334

Plat Book: 2009 Page: 629 Plat Reference: Lot A

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 \$18,000 and shall be paid as follows:

(a) \$0 EARNEST MONEY DEPOSIT with this offer by personal check, to be deposited and held in escrow by HJ Morris Construction Co. 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 (zero), ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than: n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$0 (zero), 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 (zero), BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$18,000, 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 Construction loans for each of the listed lots herein. Buyer shall apply for said loans within 5 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 October 23, 2009 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 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 purposes ("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.

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 listing 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 (zero) per Month**

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 the 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 (zero)**, 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, attorneys 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 attorneys 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 insurers 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 **October 30, 2009** at a place designated by Buyer. The deed is to be made to **New Horizon Builders & Developers LLC**

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.

11. SEWER SYSTEM: Buyer has investigated and approved the availability, costs and expenses to connect to a public sewer system or install a private septic sewer system as needed.

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 _____ 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.)

(A) Subject to Buyer being able to acquire the necessary building permits for the lot stated herein.

(B)

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® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

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® 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 TRANSAC 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.

BUYER Noel Taylor Date 10-12-2009 (SEAL)
Noel Taylor of New Horizon Builders & Developers LLC

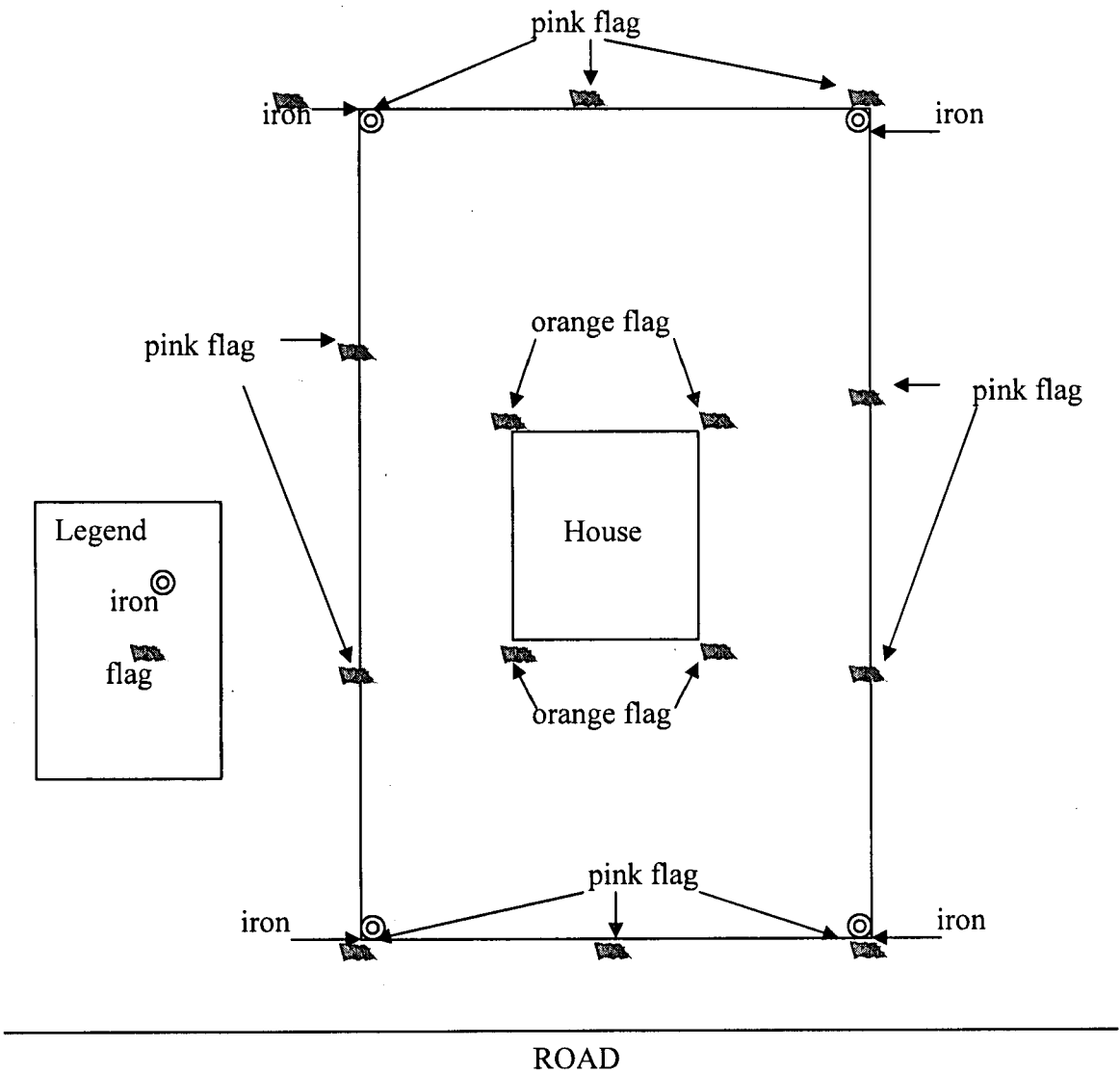
SELLER Herbert H. Johnson Date 10-12-2009 (SEAL)
Herbert H. Johnson

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm _____

How to Properly Mark Property for Soil Evaluation

(MUST MATCH SITE PLAN)



NAME: New HorizonsAPPLICATION #: 09-500-23349

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)

910-893-7525 option 1

CONFIRMATION # _____

☒ **Environmental Health New Septic System** 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 proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- 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 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

☐ **Environmental Health Existing Tank Inspections** Code 800

- ~~Follow above instructions for placing flags and card 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 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. **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.

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

12/3/09
 DATE

Harnett County Department of Public Health

Well Construction Permit Application

If the information in the application for a Well Construction Permit is *falsified, changed, or the site is altered*, then the Well Construction Permit shall become invalid.

APPLICANT INFORMATION

NEW HORIZONS BUILDERS/HOEL TAYLOR (919) 390-2581
Applicant/Owner Phone Number
2474 WALNUT STREET CARY NC 27518
Street Address, City, State, Zip Code

The Applicant must submit a Site Plan. The Site Plan is a map/drawing of the property and must show:

1. existing and/or proposed property lines and easements with dimensions;
2. the location of the facility and appurtenance;
3. the location for the proposed well;
4. the location of existing or proposed sewer lines and/or sewage disposal systems within 100 feet of the proposed well;
5. the location of any existing wells within 100 feet of the property; surface water bodies;
6. above ground and/or underground storage tanks;
7. and any other known sources of contamination within 100 feet of the proposed well site.

The Applicant shall notify the Harnett County Health Director through or by way of the Harnett County Division of Environmental Health if any of the following occur prior to well construction:

1. there is a relocation of the proposed facility;
2. there is a change in the intended use of the facility;
3. there is a need for installing the waste water system in an area other than indicated on the well permit; or
4. there are landscape changes that affect site drainage.

Contact information: Environmental Health Division - 910-893-7547

PROPERTY INFORMATION

Proposed use of well

Single-Family ☒ Multifamily ☐ Church ☐ Restaurant ☐ Business ☐ Irrigation ☐

Street Address BARKLEY ROAD Subdivision/Lot # HEZBERT H. JOHNSON TR # A
Parcel # 021518-0020-16 PIN # 158-53-9953.000

Directions to the Site

I have thoroughly read and completed this Application and certify that the information provided herein is true, complete and correct to the best of my knowledge and is given in good faith. Representatives of the Harnett County Health Department and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable rules.

I understand that I am solely responsible for the proper identification and labeling of all property lines, underground utility lines, and making the site accessible so that a well can be properly constructed according to the permit.



Property Owner's or Owner's Legal Representative Signature Required

12/7/09

Date