

Initial Application Date: 2-9-10

Application # 1050023755

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: HARNETT LANDGROUP Mailing Address: PO Box 427

City: MAHERS State: NC Zip: 27547 Home #: \_\_\_\_\_ Contact #: \_\_\_\_\_

APPLICANT: AMERICAN HOMESMITH Mailing Address: PO Box 97365

City: RAVENH State: NC Zip: 27624 Home #: \_\_\_\_\_ Contact #: 919 600 8988

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: TRAVIS Phone #: 919 600 8988

PROPERTY LOCATION: Subdivision: JINGEN POINTE Lot #: 88 Lot Size: .134

State Road #: HWY 27 State Road Name: HWY 27 W Map Book & Page: 2010 43

Parcel: 03 9576 0088 92 PIN: TBA

Zoning: RADJR Flood Zone: X Watershed: NA Deed Book & Page: OTD Power Company: PE

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 27 W. TAKE (D) ON DMARA  
TURN (R) ON GOLD CT

- PROPOSED USE:** (Include Bonus room as a bedroom if it has a closet) Circle: Slab
- SFD (Size 44 x 38) # Bedrooms 3 # Baths 2.5 Basement (w/wo bath) \_\_\_\_\_ Garage  Deck \_\_\_\_\_ 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 \_\_\_\_\_) **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 1 Manufactured Homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

Comments: \_\_\_\_\_

**Required Residential Property Line Setbacks:**

|                              |         |           |        |             |
|------------------------------|---------|-----------|--------|-------------|
| Front                        | Minimum | <u>35</u> | Actual | <u>37</u>   |
| Rear                         |         | <u>25</u> |        | <u>77.6</u> |
| Closest Side                 |         | <u>10</u> |        | <u>34.2</u> |
| Sidestreet/corner lot        |         | <u>20</u> |        |             |
| Nearest Building 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.

Signature of Owner or Owner's Agent [Signature]

Date 2/8/10

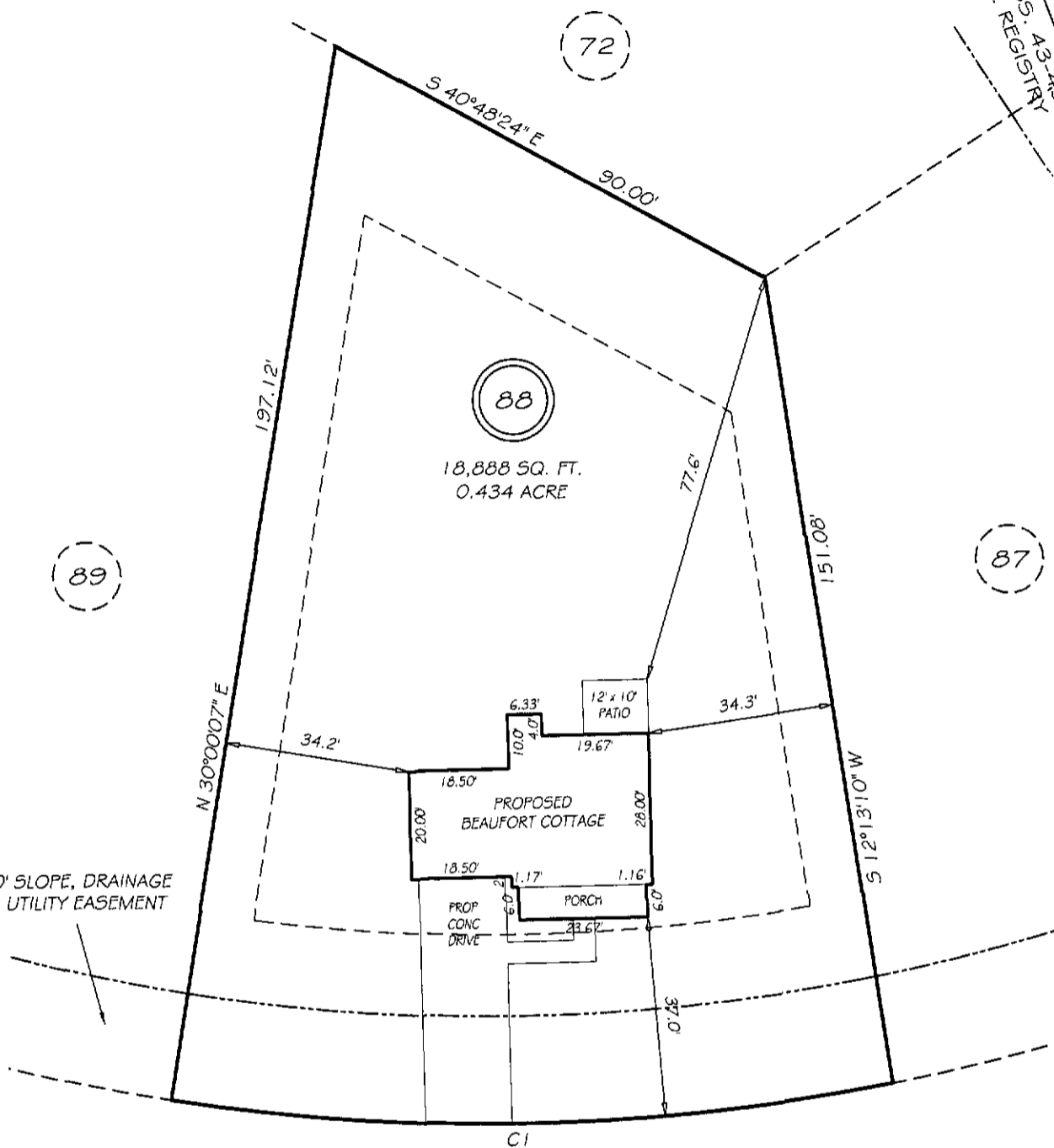
**\*\*This application expires 6 months from the initial date if no permits have been issued\*\***

**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

I, MICHAEL P. GRIFFIN, certify that under my direction and supervision this map was drawn from an actual field survey; that the error of closure of the survey as calculated by coordinates is 1: 10,000+; that the area shown hereon was calculated by coordinates.

Witness my hand and seal this day of MONTH 2010.

N  
BM 2010 PGS. 43-45  
HARNETT CO. REGISTRY



20' SLOPE, DRAINAGE & UTILITY EASEMENT

**SITE PLAN APPROVAL**

DISTRICT BARB USE SELD **GOLD COURT**  
50' PUBLIC RW

#BEDROOMS 3  
2-9-10 Date  
Zoning Administrator

SETBACKS

|             |    |
|-------------|----|
| FRONT       | 35 |
| REAR        | 25 |
| SIDE        | 10 |
| CORNER SIDE | 20 |

CI R-375.00' L=133.97' N70°13'57\"W 133.26'

**PRELIMINARY**  
NOT FOR RECORDATION,  
SALES OR CONVEYANCE

**LEGEND**

|     |                     |     |                    |
|-----|---------------------|-----|--------------------|
| EIP | EXISTING IRON PIPE  | FES | FLARED END SECTION |
| IPS | IRON PIPE SET       | WM  | WATER METER        |
| RAW | RIGHT OF WAY        | CO  | CLEAN OUT          |
| N/F | NOW OR FORMERLY     | FH  | FIRE HYDRANT       |
| EIS | EXISTING IRON STAKE | CB  | CATCH BASIN        |



**GRIFFIN LAND SURVEYING, INC.**

P.O. BOX 148  
FUQUAY-VARINA, NC 27526  
(919) - 567-1963

**PLOT PLAN**  
FOR  
**AMERICAN HOMESMITH**  
TINGEN POINTE  
PHASE 3B  
LOT 88  
GOLD COURT

DRAWN BY NMF

DATE 2/3/10

CHECKED BY MPG

SCALE 1" = 30'

HARNETT COUNTY BARBECUE TOWNSHIP

NAME: AMERICAN HOMESMITH

APPLICATION #: 23755

**\*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

- **All property irons must be made visible.** 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.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- 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 outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then close back down. (Unless inspection is for a septic tank in a mobile home park)
- After uncovering outlet end 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 drainage? 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.

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

2/8/10  
DATE

HomeTowne Realty  
328 E Main Street  
Clayton, NC 27520  
Phone: 919-201-1133, Fax: 919-773-0148

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND  
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has 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).

American Homeearth

as Buyer, hereby offers to purchase and

The Harnett Land Group, 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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Harnett County, State of North Carolina, being known as and more particularly described as:

Address: Street Highway 27  
City: Broadway Zip 27505

NOTE: Governmental Authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: 38 Lots Tingen Pointe S/D Takedown: 87, 88, 89, 90, 91, 110, 111, 112 8 LOTS

Subdivision Name Tingen Pointe  
Plat Reference: Lot N/A, Block or Section N/A as shown on  
Plat Book or Slide N/A at Page(s) N/A (Property acquired by Seller in Deed Book N/A at Page N/A).

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A 12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is \$ 25,000.00 per lot and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 10,000.00, EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  certified check  other: \_\_\_\_\_ to be deposited and held in escrow by HomeTowne Realty ("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 event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be 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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest



21. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed 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.

22. **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. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

23. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer  has  has not 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.

BUYER Wm. E. Smith DATE 6-7-09 (SEAL)

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ (SEAL)

SELLER By: [Signature] DATE 6-7-09 (SEAL)

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ (SEAL)