

SCANNED
5-25-10
DATE

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Initial Application Date: 5-25-10

Application # 1050024499

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: Gregory & Vicki Barnett Mailing Address: 40061 East 88th Ave
City: Bennett State: CO Zip: 80162 Contact # 303-644-5455 Email: BbarWRancho@aol.com

APPLICANT: Justin Harcum Mailing Address: 55 Lees Place Drive
City: Lillington State: NC Zip: 27546 Contact # 719-648-7194 Email: jharc4ts@hotmail.com
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Justin Harcum Phone # 719-648-7194

PROPERTY LOCATION: Subdivision: Ross McRae Brae Lot #: 6 Lot Size: 2.02

State Road # 1371 State Road Name: Brae Drive Map Book & Page: 20071 72

Parcel: 130630 0014 07 PIN: 0630-83-4049

Zoning: RA30 Flood Zone: X Watershed: NA Deed Book & Page: OTP Power Company: Progress Energy Carolinas

*New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: _____
W on old 421 & Left on Brae Drive

PROPOSED USE:

- SFD: (Size 65 x 79) # Bedrooms: 3 # Baths: 3 Basement (w/wo bath): No Garage: Yes Deck: Yes Crawl Space: Yes Slab: _____
(Is the bonus room finished? yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)
- Mod: (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes () no Any other site built additions? () yes () no
- Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms: _____ Garage: _____ (site built? _____) Deck: _____ (site built? _____)
- Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____
- Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees: _____
- Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes () no

Water Supply: County _____ Existing Well _____ New Well (# of dwellings using well _____) *MUST have operable water before final

Sewage Supply: New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) _____ County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes no

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

Required Residential Property Line Setbacks:

Front	Minimum	<u>35</u>	Actual	<u>75</u>
Rear		<u>25</u>		<u>445</u>
Closest Side		<u>10</u>		<u>30</u>
Sidestreet/corner lot				
Nearest Building on same lot				

Comments: - Closing Date is scheduled for 11 June 2010

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]
Signature of Owner or Owner's Agent

5/13/2010
Date

This application expires 6 months from the initial date if permits have not been issued

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

SITE PLAN APPROVAL

DISTRICT RA 30 USE SF-P

#BEDROOMS 3

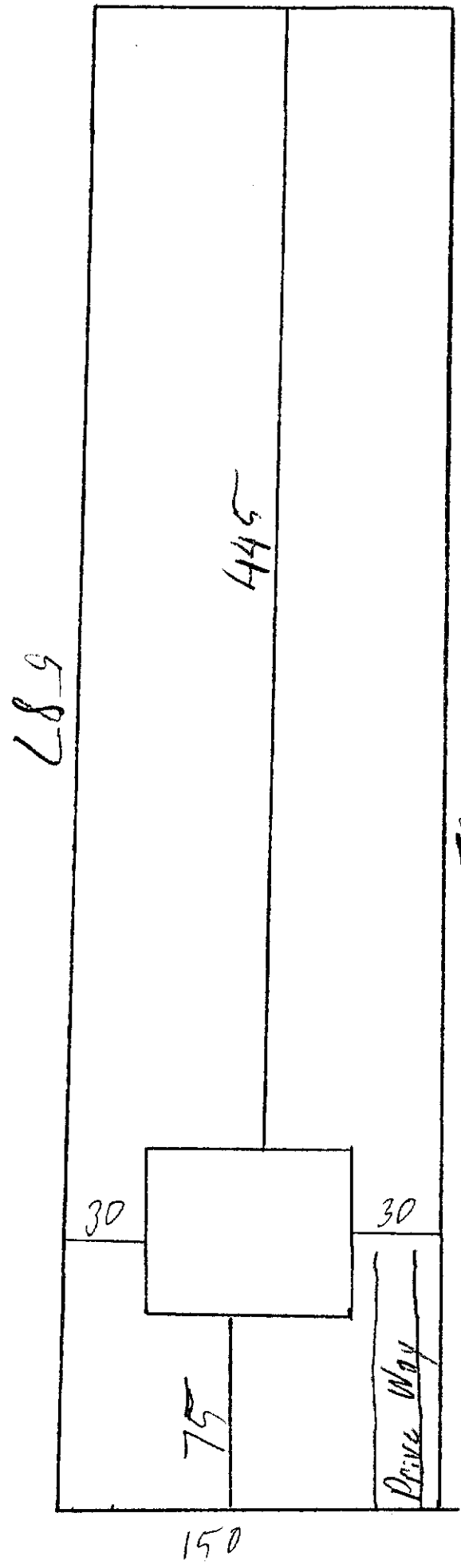
5-25-10

Date

V.L. B...
Zoning Administrator

681

~~Jo Ha~~



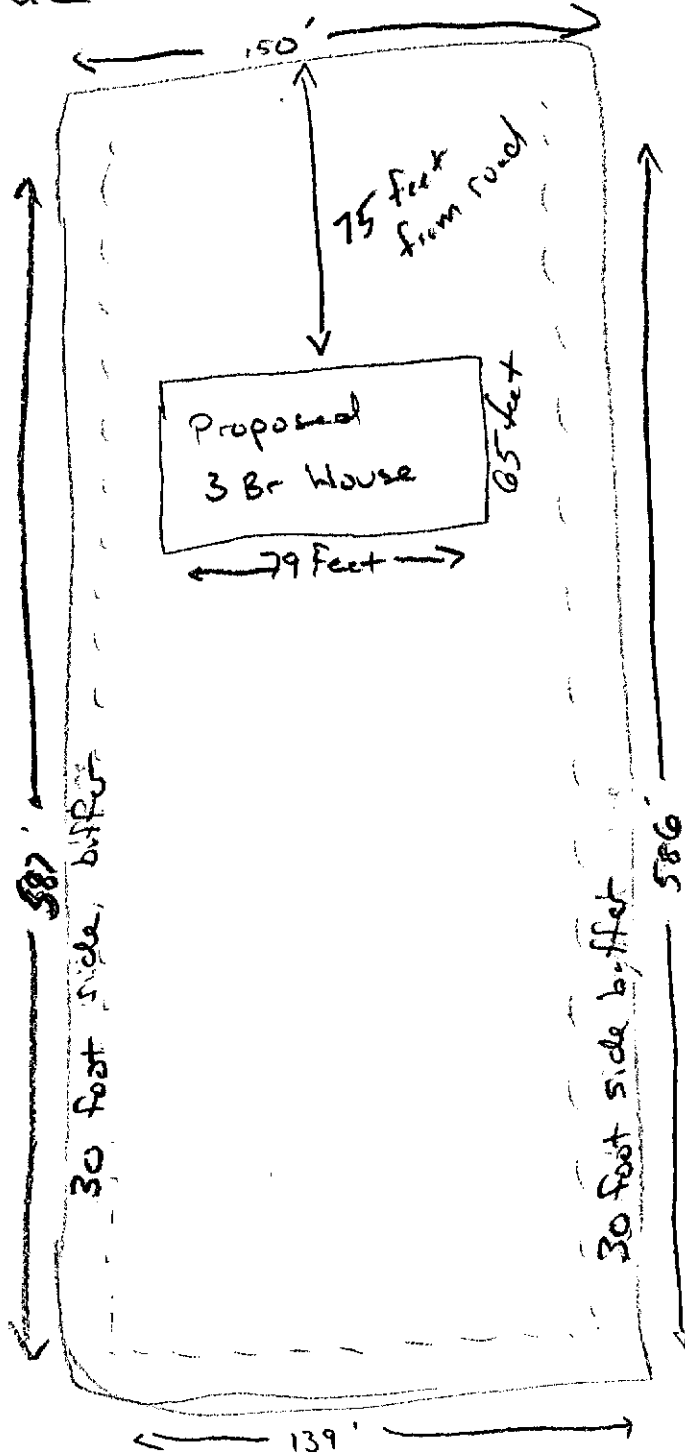
Old US 422
1910

Prime Prime

Lot #6

Justin Harcum

~~Brae Drive~~



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NAME: Harcum, Justin

APPLICATION #: 10500 24499

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 # 109251

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.

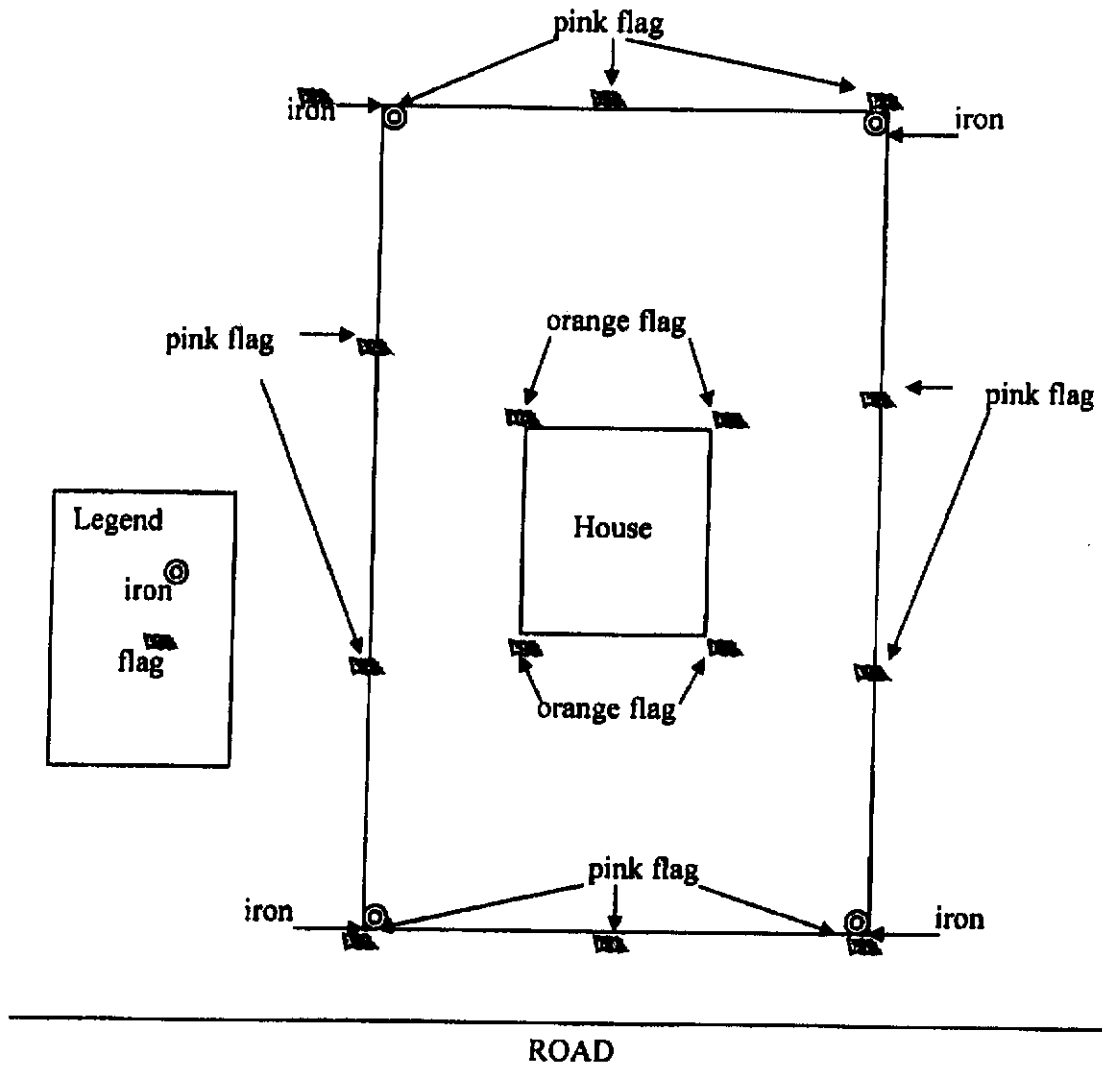
I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible 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.

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

5/13/2010
DATE

How to Properly Mark Property for Soil Evaluation

(MUST MATCH SITE PLAN)





FOR REGISTRATION REGISTER OF DEEDS
 KIMBERLY S. HARRIS
 HARNETT COUNTY, NC
 2007 JUL 27 04:37:37 PM
 BK: 2406 PG: 457-459 FEE: \$17.00
 NC REV STAMP: \$86.00
 INSTRUMENT # 2007013667

HARNETT COUNTY TAX ID#
 0613-0630-0014

72707 BY 82B

Excise Tax \$66.00

Recording Time, Book and Page

Parcel Identifier No: 001 of 0630 0014

Mail after recording to Bain, Buzzard & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546
 This instrument was prepared by Bain, Buzzard & McRae, LLP, Attorneys at Law, 65 Bain St., Lillington, NC 27546

Brief Description for the index : Lot 6, Map No. 2007-72

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 26th day of July, 2007 by and between

GRANTOR	GRANTEE
EDGAR R. BAIN and wife, FAYE M. BAIN AND DAVID F. McRAE, unmarried 65 Bain Street Lillington, North Carolina 27546	GREGORY BARNETT and wife, VICKI BARNETT 40061 E 89 TH Avenue Bennett, CO 80102

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , Upper Little River Township, Harnett County, North Carolina and more particularly described as follows:

BEING Lot 6 as shown upon a plat of survey entitled Ross McRae Brae S/D dated January 10, 2007, prepared by Bennett Surveys, Inc., and appearing of record at Map No. 2007-72, Harnett County Registry. Reference to said plat of survey is hereby made for a greater certainty of description.

This property is conveyed subject to covenants and restrictions as set out in instruments recorded in Deed Book 2333, Page 209-216, Harnett County Registry, and Book 1991, Page 838-846, Harnett County Registry.

CONTRACT FOR PURCHASE AND SALE

PARTIES:

Gregory and Vicki Barnett as "Seller" of 40061 East 88th Avenue, Bennett, Colorado, 80102, Phone: (303) 644-5455 and

Justin and Kjersti Harcum as "Buyer" of 55 Lees Place Drive, Lillington, North Carolina, 27546, Phone: (719) 648-7194 hereby agree that the Seller shall sell and Buyer shall buy the:

I. DESCRIPTION:

a) Legal description of real estate: Lot #6 Ross McRae Brae Subdivision located in: Harnett County, North Carolina.

b) Property acquired by Seller in Deed Book 2406 at Page 457

c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

II. PURCHASE PRICE to be paid by buyer for the above described property as follows;

a) Cash Deposit(s) to be held in escrow by Jason Wunsch, Attorney at Law in the amount of \$500. 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 the Buyer.

b) Balance of purchase price due at closing: \$39,500

c) Total purchase price: \$40,000

III. EXPENSES: Buyer will be responsible for title search, title insurance, and recording the deed. 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.

IV. PERCOLATION TEST: This contract is contingent upon Buyer obtaining a satisfactory Percolation Test for a typical septic system. Buyer will arrange for a Percolation Test no earlier than the Effective Date of this contract May 13, 2010 and will be required to show evidence of a successful Percolation test by the Closing Date June 11th, 2010. Failure of a Percolation Test makes this contract null and void.

V. TITLE EVIDENCE: 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.

VI. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before June 11th, 2010, the aforesaid deposit(s) shall be, at the option of the Buyer, returned to him and this offer shall thereafter be null and void.

VII. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the 11th day of June, 2010, unless extended by other provisions of Contract, or by written agreement of the Parties.

VIII. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject only to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters appearing on the plat or otherwise common to the subdivision; Public utility easements of record; Taxes for year of

IX. PLACE OF CLOSING: Closing shall be held in the county wherein the Property is located, at the office of the attorney.

X. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

XI. DOCUMENTS FOR CLOSING: Seller shall furnish deed, closing statement, mechanic's lien affidavit, assignments of leases, and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish mortgage, mortgage note, security agreement, and financing statement.

XII. PRORATION OF TAXES: Taxes for the year of the closing shall be prorated to the date of closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the closing, when the tax rate is fixed for the year in which the closing occurs, Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, an amount necessary to effect such adjustments. This provision shall survive closing.

XIII. MAINTENANCE: Between Effective Date and Closing Date, all personal property on the premises and real property, including lawn, shrubbery and trees, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designee will be permitted access for inspection prior to closing in order to confirm compliance with this standard.

XIV. ESCROW: Any escrow agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse performance by the Buyer.

XV. DEFAULT BY SELLER: In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; (i) Buyer may enforce specific performance of this Agreement in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property, or (ii) may bring suit for damages for breach of this Agreement, in which event, the deposit made hereunder shall be forthwith returned to Buyer, or (iii) declare a default, demand and receive the return of the deposit. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

XVI. DEFAULT BY BUYER: In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Seller shall be entitled to retain the earnest money deposit, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this Section, and Seller agrees to accept and take said deposit as Seller's total damages and relief hereunder in such event.

XVII. PRORATIONS AND INSURANCE: Taxes shall be prorated as of date of closing.

XVIII. PENDING LITIGATION: Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property

