

* Each section below to be filled out by whomever performing work. Must be owner or licensed contractor. Address, company name & phone must match

Harnett County Central Permitting
PO Box 65 Lillington, NC 27546
910-893-7525 Fax 910-893-2793 www.harnett.org/permits

Application for Residential Building and Trades Permit

Owner's Name: WILLIE BRINKLEY Date: 3/30/2011
Site Address: 85 BRINKLEY LANE, CAMERON, NC 28326 Phone: 910-497-0849

Directions to job site from Lillington: _____
Turn RIGHT onto US-421/NC-87. Turn SLIGHT RIGHT onto NC-87 S/S HORNER BLVD. Continue to follow NC-87 S.
Make a U-TURN onto NC-24 W/NC-87 N. Take the 1st RIGHT onto BRINKLEY HILL LN (Portions unpaved)

Subdivision: _____ Lot: 1
Description of Proposed Work: NEW SINGLE FAMILY DWELLING # of Bedrooms: 3
Heated SF: 3225 Unheated SF: 464 Finished Bonus Room? _____ Crawl Space: Slab: _____

General Contractor Information

LOCKRIDGE HOMES-RALEIGH, LLC 804-358-5768
Building Contractor's Company Name Telephone
1207 ROSENEATH ROAD, RICHMOND, VA 23230 projects@lockridgehomes.com
Address _____ Email Address
[Signature] 68052
Signature of Owner/Contractor/Officer(s) of Corporation License #

Electrical Contractor Information

Description of Work electrical installation Service Size: 400 Amps T-Pole: Yes ___ No
4 M Electric, Inc. (919)217-3361
Electrical Contractor's Company Name Telephone
4400 Ravens Crest Lane, Raleigh, NC 27616 4melectric@bellsouth.net
Address _____ Email Address
[Signature] 13174-4
Signature of Owner/Contractor/Officer(s) of Corporation License #

Mechanical/HVAC Contractor Information

Description of Work HVAC installation
Super "B" Mechanical/General Contracting, Inc. (919)868-5919
Mechanical Contractor's Company Name Telephone
248 N. Raleigh Farms Rd., Youngsville, NC 27596 backnblack87@embarqmail.com
Address _____ Email Address
[Signature] 29981
Signature of Owner/Contractor/Officer(s) of Corporation License #

Plumbing Contractor Information

Description of Work plumbing installation # Baths 2.5
Richard D White Plumbing, LLC (919)556-6082
Plumbing Contractor's Company Name Telephone
310 Boardwalk Drive, Youngsville, NC 27596 rdwhiteplumbing@aol.com
Address _____ Email Address
[Signature] 16941
Signature of Owner/Contractor/Officer(s) of Corporation License #

Insulation Contractor Information

Eastern Insulation Co., Inc. (919)688-6333
Insulation Contractor's Company Name & Address Telephone

***NOTE: General Contractor must fill out and sign the second page of this application.**

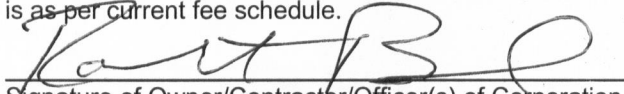
Homeowners Applying to Build Their Own Home

Please answer the following questions then see a Permit Technician to determine if you qualify for permit under Owners Exemption. Questionnaire per G.S. 87-14 Regulations as to Issue of Building Permits (Memo available upon request)

1. Do you own the land on which this building will be constructed? Yes No
2. Have you hired or intend to hire an individual to superintend and manage construction of the project? Yes No
3. Do you intend to directly control & supervise construction activities? Yes No
4. Do you intend to schedule, contract, or directly pay for all phases of construction work to be done? Yes No
5. Do you intend to personally occupy the building for at least 12 consecutive months following completion of construction and do you understand that if you do not do so, it creates the presumption under law that you fraudulently secured the permit? Yes No

I hereby certify that I have the authority to make necessary application, that the application is correct and that the construction will conform to the regulations in the Building, Electrical, Plumbing and Mechanical codes, and the Harnett County Zoning Ordinance. I state the information on the above contractors is correct as known to me and if **any** changes occur including listed contractors, site plan, number of bedrooms, building and trade plans, Environmental Health permit changes or proposed use changes, I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes.

EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150.00. After 2 years re-issue fee is as per current fee schedule.


Signature of Owner/Contractor/Officer(s) of Corporation

3/30/2011

Date

Affidavit for Worker's Compensation N.C.G.S. 87-14

The undersigned applicant being the:

General Contractor Owner Officer/Agent of the Contractor or Owner

Do hereby confirm under penalties of perjury that the person(s), firm(s) or corporation(s) performing the work set forth in the permit:

Has three (3) or more employees and has obtained workers' compensation insurance to cover them.

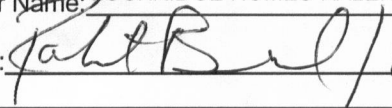
Has one (1) or more subcontractors(s) and has obtained workers' compensation insurance to cover them.

Has one (1) or more subcontractors(s) who has their own policy of workers' compensation insurance covering themselves.

Has no more than two (2) employees and no subcontractors.

While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person, firm or corporation carrying out the work.

Company or Name: LOCKRIDGE HOMES-RALEIGH, LLC

Sign w/Title:  Permit Administrator Date: 3/30/2011

CONSTRUCTION AGREEMENT

This Construction Agreement (hereinafter referred to as "Agreement") is made this 28th day of January, 2011 by and between Lockridge Homes-Raleigh, LLC, a Virginia Limited Liability Company (hereinafter referred to as "Contractor") and Willie C. Brinkley (hereinafter referred to as "Owner").

1. CONSTRUCTION. For and in consideration of payment in the amount of ~~Two Hundred Forty-One Thousand Two Hundred Sixty-Four dollars and Zero cents (241,264.00)~~ ^{240,889.⁰⁰} (the "Contract Amount") to be paid by Owner to Contractor, as outlined in paragraph 2 below, Contractor agrees to provide all materials and labor necessary to construct and complete a residential dwelling known as the Washington 2 Car - Brick Front w/ Hip Roof model, including the items listed on the Purchaser Selections addendum attached to and made an integral part of this Agreement (hereinafter referred to as the "Improvements") in accordance with the plans and specifications described below on a certain piece of property (hereinafter referred to as the "Property") owned by Owner and briefly described as: 85 Brinkley Ln, Cameron NC, 28326 located in the City/County of Harnett, State of North Carolina. Purchaser hereby makes a non-refundable Deposit toward the Contract Amount in the amount of Three Thousand Six Hundred Nineteen dollars and Zero cents (3,619.00) (the Deposit). The Deposit shall be used by the Contractor for plan development and administrative pre-planning prior to commencement of construction. The Deposit shall be (i) credited toward the Contract Amount as described in paragraph 2 below or, (ii) retained by Contractor pursuant to the terms of this Agreement, as the case may be.

(a) Contractor agrees to complete the Improvements in substantial accordance with the plans, options schedules and specifications approved by the Owner and its construction lender, if applicable, and in accordance with all applicable building codes. Contractor shall have the right to make such changes or substitutions as may be required by the lending institution or governmental agencies having jurisdiction thereof, or as may be required by material or equipment shortages, work stoppages or emergencies, or by reason of engineering and construction requirements or topography of the Property.

(b) Owner shall complete all necessary pre-construction requirements to assure that the Property is ready, at Contractor's sole discretion, for Contractor to begin construction of the Improvements within 90 days of the execution of this Agreement. Should Owner fail to have the Property ready for construction as described within the specified time frame, Contractor may at its sole discretion terminate this Agreement and retain the Deposit.

(c) Contractor shall complete construction of the Improvements within 180 business days from commencement of construction, which commencement shall occur within 30 business days following Contractor's receipt of (1) all necessary permits and approvals; (2) Contractor's receipt of written notice of completion of Pre-Construction Requirements; and, (3) a fully executed Funding Agreement as outlined in paragraph 2 below. Willie C. Brinkley (Owner Signature(s) evidencing understanding that Funding Agreement is required to start construction), barring any delays by acts of God, labor disputes, Contractor's inability to obtain materials and/or labor, inclement weather, or any other cause outside the reasonable control of Contractor. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Contractor shall notify the Owner when the house has reached a state of Substantial Completion. Substantial Completion shall be defined as the state where no material additional work that is the responsibility of Contractor under this Agreement would be required in order to obtain a certificate of occupancy. Within 5 days of notice of Substantial Completion, Owner shall meet Contractor onsite during normal business hours to review Improvements and determine that all work is complete. Should Owner and Contractor agree that certain minor items still remain incomplete, said items shall be documented on the final "Walk Through" Report. Any difference of opinion at this meeting regarding Substantial Completion of the Improvements will be resolved in accordance with paragraph 9. Once Contractor has completed all work described on said "Walk Through" Report, construction of the Improvements shall then be deemed complete. Final payment to Contractor shall be due within 5 business days of construction being complete. Possession shall be given to Owner at the time of receipt of final payment to Contractor. Owner shall not take possession nor occupy the Improvements prior to completion and receipt of final payment by Contractor. **At any time, should Owner take possession or occupy Property or transfer title to the Property, construction shall be immediately deemed complete, and any and all remaining payments shall then become due and payable to Contractor.**

(d) The Improvements shall be insulated to provide R-values that meet or exceed all applicable building codes.

(e) Included in the Contract Amount of the Improvements is a standard footing with concrete poured 8 inches deep and 16 inches wide and up to a 40 inch tall foundation wall (5+ courses of block). Also included is a gravel base for a garage slab consisting of up to: 1 -car garage-1 truck load (19+ tons); 2-car garage--2 truck loads (19+ tons each). And, if the Improvements are to be built on a slab foundation, then up to 1 truck load (19 tons) of gravel is included for every 242 square feet of the house footprint. **Prior to starting construction, Owner shall provide Contractor with a land elevation/topography survey showing the height difference in all corners of the home.** Contractor will use this survey to calculate additional footing and foundation material needed and the owner will be billed separately for this additional material and payment will be due within 5 days of receipt of bill by owner. After starting construction, should any additional labor and material be deemed necessary by Contractor due to soil or subsurface conditions, there will be an additional charge to the Owner at a rate equal to cost plus 18%. Owner will be billed separately for this additional work and payment will be due within 5 days of receipt of bill by Owner.

(f) Contractor does not warrant nor accept responsibility for any additions or upgraded items purchased directly from a Vendor by Owner.

(g) No alterations, changes or additions, other than that described in paragraph 1(e), shall be made in the construction of the Improvements nor shall any extra work be performed or materials added by Owner unless pre-approved by a duly authorized agent of Contractor in writing and pre-approved by the lender, if applicable. A minimum \$350 administration charge shall be applied to any change order/addendum to this Agreement after the execution of this Agreement.

THIS PURCHASE AGREEMENT INCLUDES A MANDATORY ARBITRATION PROVISION

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2. **PAYMENT.** In exchange for Contractor's services as described herein, Owner agrees to pay Contractor the total Contract Amount, in accordance with terms outlined in the Funding Agreement. Prior to commencement of construction, the Owner shall provide Contractor with a fully executed Funding Agreement ("Funding Agreement") in form and substance acceptable to Contractor, at its sole discretion. **Owner acknowledges receipt of a sample funding agreement form. (Owner Initials: *ABC*)** As used in this Agreement, Funding Agreement shall include such documentation as may be accepted by Contractor, at its sole discretion, to assure proper payment of all amounts due Contractor in accordance with this Agreement and any other agreements that may be related to this Agreement.

A late charge of one and one half percent (1½%) per month will be charged to Owner based on any unpaid amount from the date such amount was due to the date Contractor receives the amount.

3. **WARRANTY.** Contractor has provided to Owner the most recent edition of the ABS Homeowner's Warranty Orientation Guide, which is incorporated by reference. Owner acknowledges that the ABS warranty is the sole warranty provided to Owner and Owner agrees to comply with all procedures detailed in the ABS Homeowner's Warranty Orientation Guide.

ANY OTHER WARRANTY OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE DISCLAIMED BY CONTRACTOR AND WAIVED BY OWNER.

4. **ACCESS.** Owner may not have access or entry to the Improvements during construction without the prior written approval of Contractor, which consent shall not be unreasonably withheld, nor may they store any possessions in or about the Improvements prior to completion and delivery of possession to the Owner hereunder. Any violation of this provision may, at the election of Contractor, be considered a material breach of this Agreement. Owner agrees to hold Contractor harmless in the event of injuries or losses sustained due to access over and across the Property whether authorized or unauthorized by Contractor.

5. **POSSESSION.** Possession shall be given to Owner at the time of receipt of final payment by Contractor. Owner shall not take possession nor occupy the Improvements prior to completion and receipt of final payment by Contractor. At any time, should Owner take possession or occupy the Improvements, construction shall be immediately deemed complete, and any and all remaining payments due under this Agreement shall then become due and payable to Contractor.

6. **CONDITIONS OF PROPERTY.** Owner hereby warrants to Contractor that the Property is suitable for the subject construction and the Owner hereby agrees to indemnify and hold Contractor harmless against any and all liability, at law or equity, arising out of the conditions of the Property. Any additional costs or expenses incurred in connection with the conditions of the Property will be the sole responsibility of Owner and are not included in this Agreement. Included in this warranty is the following:

- (a) Owner warrants that there are no environmental features which prohibit Contractor's construction of the Improvements including, but not limited to, Property features regulated under any state, local or federal program which regulates or protects endangered species, water, wetlands, flood plains, the coastal zone, or historical sites, buildings or artifacts;
- (b) Owner warrants that there are no wastes stored or disposed on the Property including, but not limited to, hazardous waste, nuclear waste, infectious waste, and other wastes, which are regulated by state, local or federal laws or programs; and,
- (c) Owner warrants that the Property is free of adverse soil conditions including, but not limited to, plastic soils which can exhibit volume changes (shrink-swell soils).

7. **MODELS AND DISPLAYS.** It is hereby agreed that all furniture and appurtenant property, special household appliances, furnishings, special fixtures, special mirrors, special carpeting and resilient floor tile, wallpaper, window decorating treatments, special lighting, trees, shrubbery, fences, landscaping, special decks and patios, certain rooms, special fireplaces and other features, and recreational facilities exhibited in Contractor's model homes and model home areas are for exhibition purposes only and are not included in the Contract Amount, unless otherwise expressly provided for herein.

8. **DEFAULT.** If the Owner shall fail to make full and timely disbursement of the Contract Amount as provided herein, or shall otherwise breach or default under this Agreement, Contractor may retain the Deposit and any other funds received on account hereof as a general fund for the payment of damages and pursue such legal and/or equitable remedies as Contractor may have on account of Owner's breach or default. In the event Owner fails to make or cause to be made timely disbursements of payments to Contractor as provided herein, the unpaid amount due shall be increased by a late charge computed at the rate of one and one-half percent (1½%) per month from the date such disbursement(s) was to have occurred to the date of actual disbursement; application of said late charge shall not be construed as a waiver on the part of Contractor or any of Contractor's rights hereunder or of any legal or equitable remedies Contractor may have under this Agreement. If, for any reason whatsoever, Contractor shall default in the performance of this Agreement, Contractor may refund to the Owner, as liquidated damages, and not as a penalty, any amount previously disbursed to Contractor for which the related construction remains incomplete, whereupon the parties hereto shall thereafter be relieved of further liability hereunder. Contractor's liability for breach or default hereunder shall in any and all event be limited to the repayment of any amounts received for which it has not completed the related portion of construction.

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9. **BINDING ARBITRATION.** All claims, disputes and matters in question between Contractor and Owner arising after Substantial Completion from or related to the Improvements, or to any defect in or to the Improvements, shall be submitted to binding arbitration by and pursuant to the arbitration provision contained in the applicable edition of the ABS Homeowner's Warranty Orientation Guide, incorporated herein by reference. If Owner instigates legal proceedings against Contractor for any obligations arising or claims to have arisen under this Agreement or relating to the warranty, as the case may be, prior to giving Contractor proper notice and opportunity to cure and/or prior to binding arbitration, Owner agrees to indemnify Contractor for all costs and expenses of such litigation, including reasonable attorney's fees regardless of whether Owner has an otherwise legitimate claim.

10. **MISCELLANEOUS.**

a. *Assignment.* All of the parties of this Agreement mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, administrators, successors and assigns, provided, however, that the Owner shall have no right to assign this Agreement, without the prior written consent of Contractor.

b. *Entire Agreement.* This Agreement contains the final and entire agreement between the parties hereto, and they shall not be bound by any other terms, conditions, statements, warranties, or representatives, oral or written, not herein contained, and is not cancel-able except as otherwise described herein. Any modification to this Agreement must be made in writing and signed by all parties.

c. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if mailed by first class, postage prepaid, or e-mail, to the address for each party as reflected below.

d. *Addendums.* It is hereby agreed that if and when any addendum(s) that may be attached hereto refers to a "Construction Agreement" or a "Purchase Agreement", it shall be construed to mean this Agreement.

11. **CONTRACT TERMINATION:** Owner may, by written communication to Contractor, terminate this Agreement at any time prior to commencement of construction, in which case the Deposit shall be retained by Contractor.

The Owner acknowledges that he/she has read and understands the terms and conditions set forth in this Agreement.

WITNESS the following signatures and seals:

Willie C. Brinkley 1/29/2011
Owner: Willie C. Brinkley Date
SS#: 241-64-8455

Owner's Address:
85 Brinkley Hill Ln
Cameron, NC 28326

Email: cflynn@harnett.k12.nc.us

Owner: _____ Date
SS#: _____

Lockridge Homes-Raleigh, LLC

Email: contract@lockridgehomes.com

By: _____
Name: Teresa C. Dowdy Date: _____
Title: Manager

Class A Contractor's License: 68052 Geo. Long
License Expiration: 12/31/2011
License Classification: Building
1207 Roseneath Road
Richmond, Virginia 23230-4621

SLCB

Plan Box Number H 2

Job Name Brinkley

Date: 4-18-11

Required Inspections for SFA/SFD

Appl. # 11-50026137

Valuation 249555

Sq. Feet 3841

Sequence

10	<u>✓</u>	R* Bldg. Footing	
10		R* Mono Slab	
10-30	<u>✓</u>	R* Elec. Temp Service Pole	
20		Foundation Survey	
20	<u>✓</u>	R* Building Foundation	
20	<u>✓</u>	Address Confirmation	Slab _____
30-999	<u>✓</u>	Open Floor	
30-999		R* Bldg. Slab Insp.	Mono _____
30-999		R* Elec. Under Slab	
30-999		R*Plumb. Under Slab	Crawl <u>✓</u>
40		Four Trade Rough In	
40	<u>✓</u>	Four Trade Rough In > 2500	
40		Three Trade Rough In	
40		Three Trade Rough In > 2500	
40		Two Trade Rough In	
40		Two Trade Rough In > 2500	
40		One Trade Rough In	
40		One Trade Rough In > 2500	
50	<u>✓</u>	R* Insulation	
60		Four Trade Final	
60	<u>✓</u>	Four Trade Final > 2500	
60		Three Trade Final	
60		Three Trade Final > 2500	
60		Two Trade Final	
60		Two Trade Final > 2500	
60		One Trade Final	
60		One Trade Final > 2500	
999		Envir. Operations Permit	