

Initial Application Date 9-16-11

SCANNED
9-17-11
DATE

Application # 11 500 27545
CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E Front Street Lillington NC 27546 Phone (910) 893 7525 ext 2 Fax (910) 893 2793 www.harnett.org/permits

A RECORDED SURVEY MAP RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION

LANDOWNER Ramm Developers LLC Mailing Address 1704 Clark Rd
City Lillington State NC Zip 27546 Contact No 910 890 2552 Email _____

APPLICANT* Stephenson Builders Inc Mailing Address 1187 N Raleigh St
City Angier State NC Zip 27501 Contact No 919-730 7802 Email _____
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE Drew Stephenson Phone # 919 730 7802

PROPERTY LOCATION Subdivision McDowald Place Lot # 6 Lot Size .714 acres
State Road # 1229 State Road Name McDowald Road Map Book & Page ~~2000 2001~~ 19 383 384
Parcel 13 9690 0035 06 PIN _____

Zoning RA30 Flood Zone Watershed NA Deed Book & Page OTF 1 Power Company Progress
New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy

PROPOSED USE

SFD (Size 43 x 36) # Bedrooms 3 # Baths 2 Basement(w/wo bath) _____ Garage _____ Deck _____ Crawl Space Slab _____ Monolithic 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

Does the property contain any easements whether underground or overhead () yes () no

Structures (existing or proposed) Single family dwellings 1 Manufactured Homes _____ Other (specify) _____

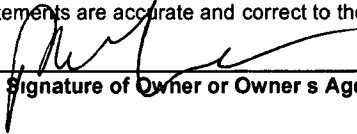
Required Residential Property Line Setbacks

	Minimum	Actual
Front	<u>35</u>	<u>36</u>
Rear	<u>25</u>	<u>75</u>
Closest Side	<u>10</u>	<u>33</u>
Sidestreet/corner lot	<u>20</u>	<u>-</u>
Nearest Building on same lot	<u>-</u>	<u>-</u>

Comments _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON 27 Toward Sanford
Left ON old 421 Road
Left ON McDougald Road
Right ON Exie Place
Cul-de-sac 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

9-15-11

Date

***It is the owner/applicants responsibility to provide the county with any applicable information about the subject property including but not limited to boundary information house location underground or overhead easements etc The county or its employees are not responsible for any incorrect or missing information that is contained within these applications ***

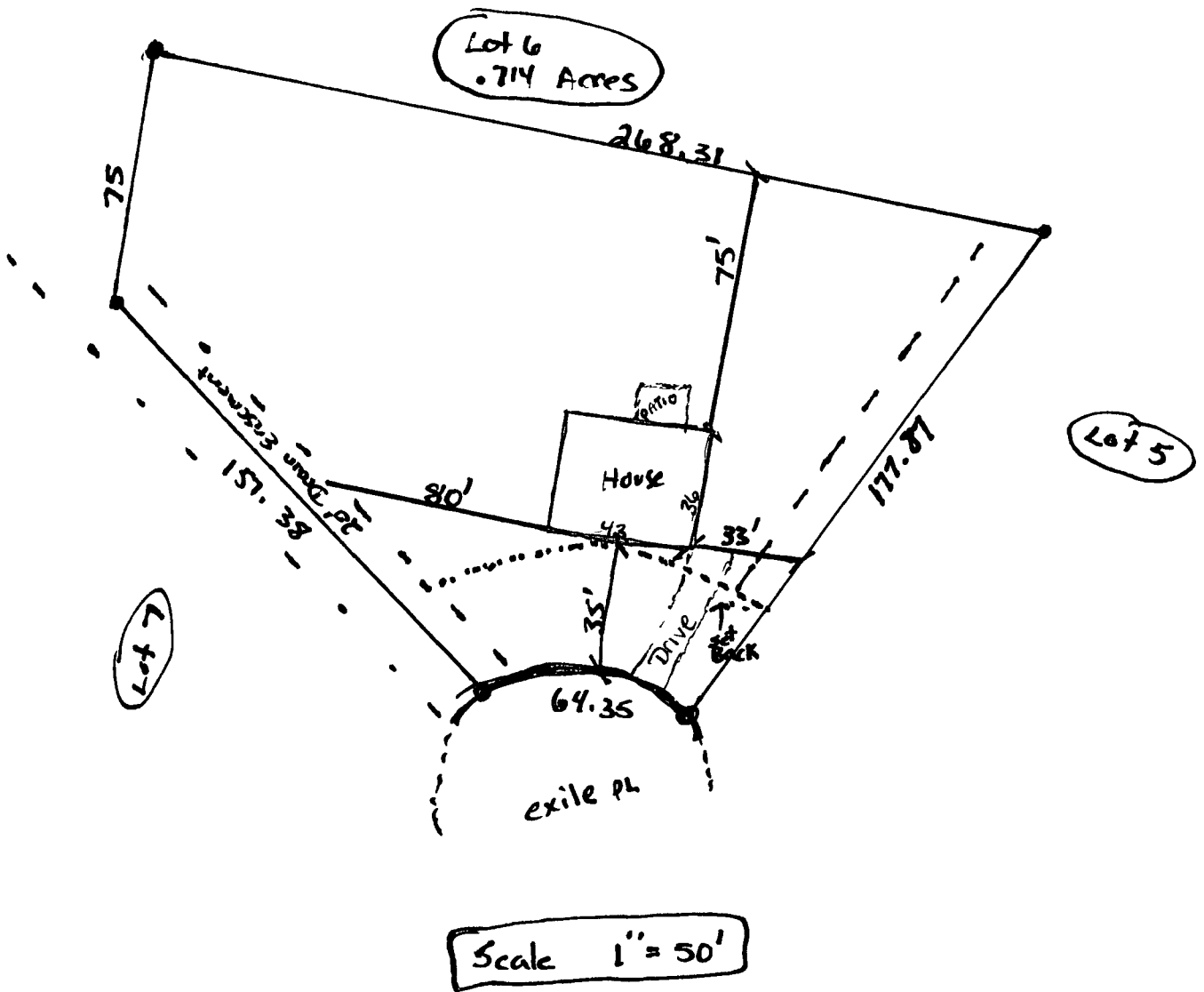
****This application expires 6 months from the initial date if permits have not been issued****

Stephenson Builders Inc
Lot 6 McDougald Place

Phyllis [Signature] 9-14-11

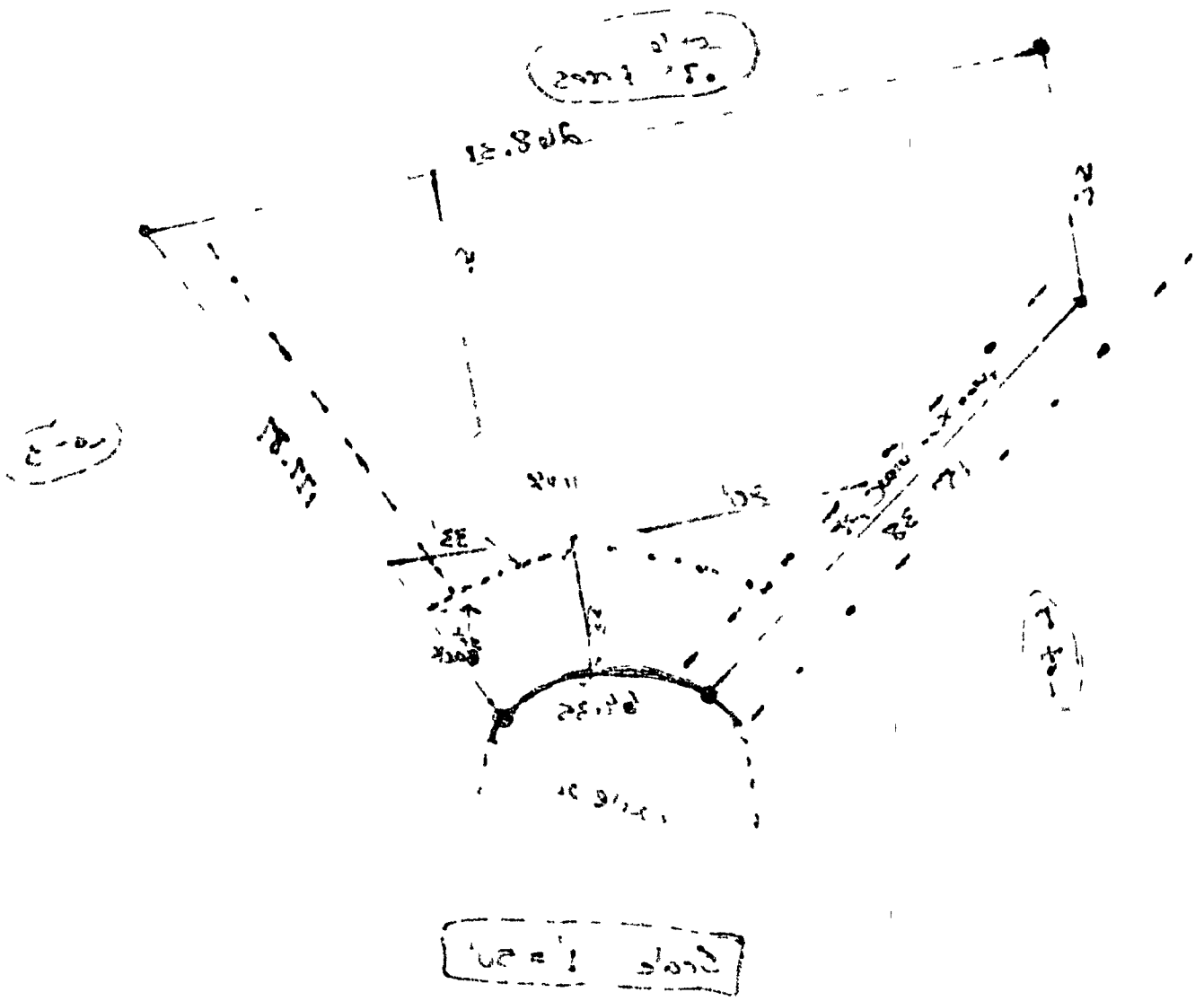
Lot 6

SITE PLAN APPROVAL
DISTRICT RA 30 USE GFD
#BEDROOMS 3
9-19-11
Date [Signature]
Zoning Administrator



11-11-19

Handwritten notes at the top right, possibly describing a process or location.



UP = 1
down

NAME Stephenson Builders Inc

APPLICATION # _____

***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 **put lid back in place** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- 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 Gravity

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)

9-16-11
DATE

OFFER TO PURCHASE AND CONTRACT

Stephenson Builders Inc, as Buyer, hereby offers to purchase and Ramm Developers LLC, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions

1 REAL PROPERTY Located in the City of Lillington, County of Hargett, State of North Carolina, being known as and more particularly described as Street Address 110 Eric Place Lillington NC 27546 Zip Legal Description Lot 6 McDougald Place

(All A portion of the property in Deed Reference Book 2482, Page No 863, Hargett County) NOTE Prior to signing this 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 FIXTURES The following items, if any, are included in the purchase price free of liens any built-in appliances, light fixtures ceiling fans, attached floor coverings, blinds shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items

3 PERSONAL PROPERTY The following personal property is included in the purchase price

4 PURCHASE PRICE The purchase price is \$ 22,000 and shall be paid as follows (a) \$ 0, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other to be deposited 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 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) \$ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE (c) \$ 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) \$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (e) \$ 22,000, BALANCE of the purchase price in cash at Closing

5 CONDITIONS (State N/A in each blank that is not a condition to this contract) (a) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other loan at a Fixed Rate Adjustable Rate in the principal amount of (plus any financed VA Funding Fee or FHA MIP) for a term of year(s), at an initial interest rate not to exceed % per annum, with mortgage loan discount points not to exceed % of the loan amount Buyer shall apply for said loan within 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 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

This form jointly approved by North Carolina Bar Association North Carolina Association of Realtors®, Inc



Buyer Initials [Signature] Seller Initials [Signature]



(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single Family Dwelling purposes

(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 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

6 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 _____

(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 _____

7 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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer in which case the personal property taxes shall be prorated on a calendar year basis through the date of Closing (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing, (e) 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 \$ _____ per _____

8 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 this 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 \$ _____, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender

9 FUEL Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof if any being paid by Seller

10 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, attorney's 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 attorney's 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 insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys

11 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

12 PROPERTY DISCLOSURE AND INSPECTIONS

(a) Property Disclosure

- Buyer has received a signed copy of the NC Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract
- Buyer has NOT received a signed copy of the NC Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST (1) the end of the third calendar day following receipt of the Disclosure Statement (2) the end of the third calendar day following the date the contract was made or (3) Closing or occupancy by the Buyer in the case of a sale or exchange
- Exempt from NC Residential Property Disclosure Statement because (SEE GUIDELINES) _____

The Property is residential and was built prior to 1978 (Attach Lead Based Paint or Lead Based Paint Hazards Disclosure Addendum)

Buyer Initials RFJ Seller Initials JM

(b) **Property Inspection** Unless otherwise stated herein Buyer shall have the option of inspecting or obtaining at Buyer's expense inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private) shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s) and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before September 30th 2011. Seller shall provide written notice to Buyer or Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) **Wood-Destroying Insects** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except _____ there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Repairs** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (b) (i), (b) (ii), (b) (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13 REASONABLE ACCESS Seller will provide reasonable access to the Property (including working existing utilities) through the earlier of Closing or possession by Buyer to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14 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 10-14-11 at a place designated by Buyer. The deed is to be made to Stephenson Builders Inc.

15 POSSESSION Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing, a Buyer Possession Before Closing Agreement is attached OR a Seller Possession After Closing Agreement is attached.

16 OTHER PROVISIONS AND CONDITIONS (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO)

Property Purchase contingent on perking for a 3 bedroom conventional gravity septic system

17 RISK OF LOSS The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent, and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18 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.

19 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.

20 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.

Buyer Initials Ref Seller Initials [Signature]

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 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 <u>9-14-11</u>	Date <u>9/14/2011</u>
Buyer <u>Walter Drew Stephenson</u> (SEAL)	Seller <u>[Signature]</u> (SEAL)
Date _____	Date _____
Buyer _____ (SEAL)	Seller _____ (SEAL)

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

~~Date _____ Firm _____~~
~~By _____ (Signature)~~
~~Selling Agent/Firm/Phone _____ Acting as Buyer's Agent Seller's (sub)Agent Dual Agent~~
~~Listing Agent/Firm/Phone _____ Acting as Seller's (sub)Agent Dual Agent~~