

Initial Application Date: 4-19-13

Application # 135203115 A

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: LORI WHITTINGTON Mailing Address: 706 BUCHANAN ROAD LILLINGTON NC 27546
City: LILLINGTON State: NC Zip: 27546 Contact No: 910 850 8712 Email: _____

APPLICANT: GEORGE W SCHEUERMAN Mailing Address: 214 CRESTHAVEN DRIVE
City: SANFORD State: NC Zip: 27332 Contact No: 919 4980275 Email: Mrscheuerman@yahoo.com
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: _____ Phone # _____

PROPERTY LOCATION: Subdivision: _____ Lot #: 1 Lot Size: 150' x 300'
State Road # NCSR 1242 State Road Name: BUCHANAN ROAD Map Book & Page: 2007, 890
Parcel: 03 0507 0015 08 PIN: 0508-61-7487.000
Zoning: RA30 Flood Zone: X Watershed: NA Deed Book & Page: OTF 1 Power Company*: _____
*New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy.

PROPOSED USE:

- SFD: (Size 80 x 27) # Bedrooms: 3 # Baths: 3.5 Basement(w/wo bath): _____ Garage: Deck: _____ Crawl Space: Slab: _____ 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: PROPOSED Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks:

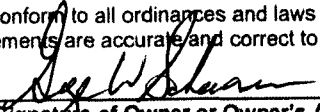
	Minimum	Actual
Front	<u>35</u>	<u>75</u>
Rear	<u>25</u>	<u>135</u>
Closest Side	<u>10</u>	<u>20</u>
Sidestreet/corner lot	_____	_____
Nearest Building on same lot	_____	_____

Comments: GFP + showing future 18x36 In Grd Pad

AT

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: WEST ON NC 27 FROM LILLINGTON.
BUCHANAN ROAD IS ACROSS FROM WESTERN HARNETT HIGH SCHOOL
ON NC 27. 1.8 MILES DOWN BUCHANAN ROAD TO PROPERTY ON RIGHT.
PROPERTY MARKED IN CORNERS WITH REBAR AND WHITE 4" X 4" POSTS

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.

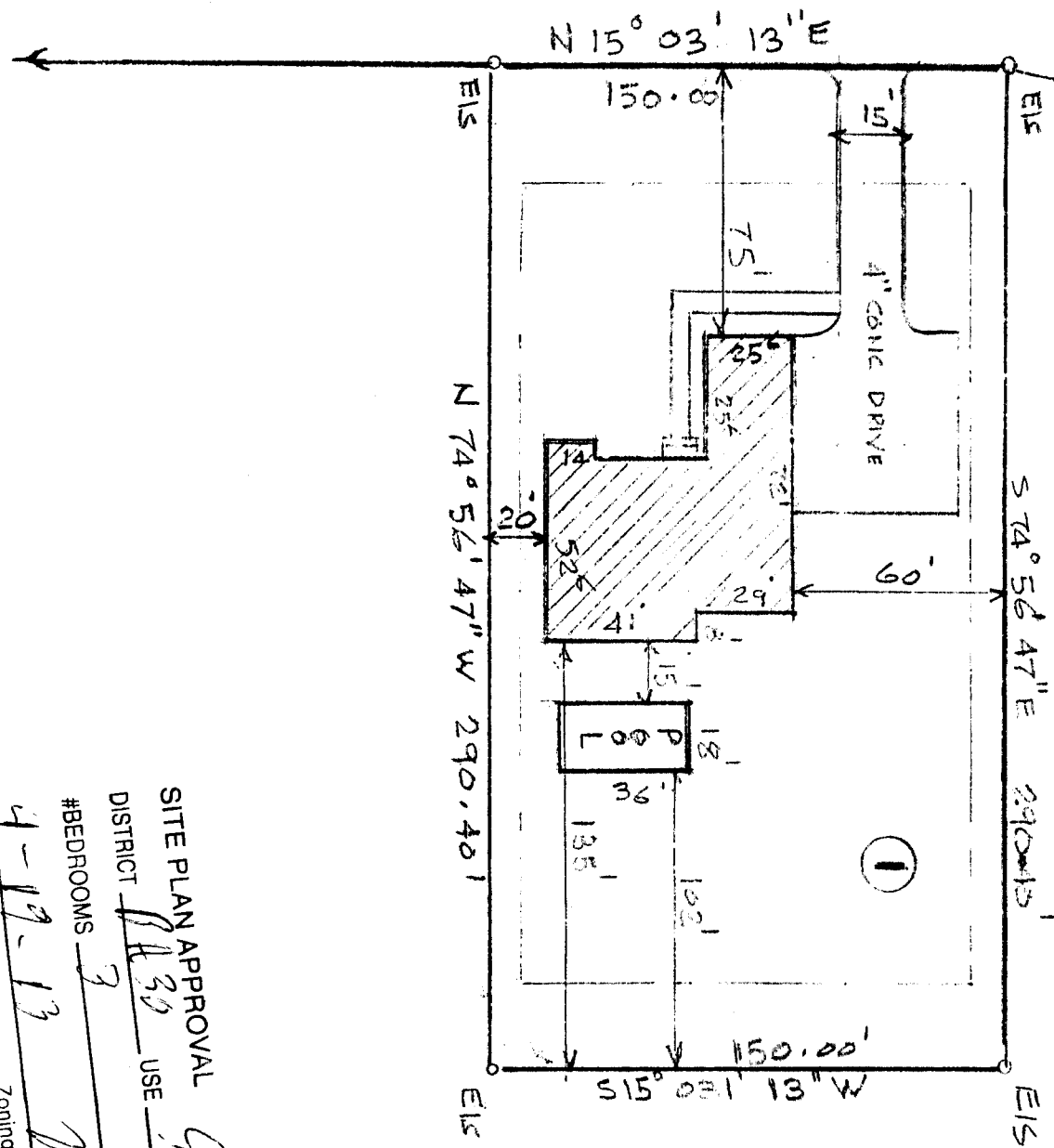

Signature of Owner or Owner's Agent

19 APR 13
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

NCSR 1242 BUCHANAN RD 60' R/W



SITE PLAN
SCALE 1" = 50'

SITE PLAN APPROVAL SEP
 DISTRICT R-30 USE USE
 #BEDROOMS 3
 Date 4-19-13
 Zoning Administrator [Signature]

MR. & MRS GEORGE SCHEUERMAN BUCHANAN RD.	
DATE: 3-27-2013 DRAWN BY: LYNWOOD [Signature]	SP

NAME: GEORGE W SCHEUERMAN

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 8 00

- **All property irons must be made visible.** Place "pink p roperty flags" o n each corner i ron of lot. All roperty 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 En vironmental 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 Cod e 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **over outlet end** 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 u se code **800** for Environmental Health ins pection. **Please note c onfirmation 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? **EXISTING 2' WATER LINE**
 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? **POWER LINES ON ROAD FRONTAGE**
 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.

George W Scheerman
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

19 APR 13
DATE

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

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

George W. Scheuerman and wife Michelle D. Scheuerman as Buyer. hereby offers to purchase and Lori Whittington, single 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 Lillington, County of HARNETT, State of North Carolina, being known as and more particularly described as:

Street Address Buchanan Rd, Lillington Zip 27546

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

Subdivision Name N/A PIN# 0508-61-7487.000

Plat Reference: Lot, Block or Section as shown on

Plat Book or Slide 2007 at Page(s) 890 (Property acquired by Seller in Deed Book 1394 at Page 80)

All A portion of the property in Deed Reference: Book 1394 Page No. 80, HARNETT County

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 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is \$ 21,000 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) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by cash personal check

bank check certified check other: to be deposited and held in escrow by Kelly + West, PA. ("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 money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

(CHECK IF APPLICABLE) THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(b) \$ (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

Buyer initials GWS MS Seller initials LW Page 1 of 7

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the last agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. 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. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) 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 April 15, 2013 that this condition cannot be satisfied, **TIME BEING OF THE ESSENCE.**

(b) Sewer System (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, 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.**

This Contract is contingent upon Buyer Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by April 15, 2013 (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

Page 4 of 7

Buyer initials MS MS: Seller initials LLW

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.

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. 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 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.

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.

Date: 2/20/13
Buyer: [Signature] (SEAL)

Date: 2/21/13
Seller: [Signature] (SEAL)

Date: 2/20/13
Buyer: [Signature] (SEAL)

Date: _____
Seller: _____ (SEAL)

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 314 Cresthaven Dr.
Sanford NC 27332

Buyer Fax#: _____

Buyer E-mail Address: Mrscheuerman@yahoo.com

SELLER NOTICE ADDRESS:

Mailing Address: 706 Buchanan
Wellington NC 27546

Seller Fax#: _____

SELLING AGENT NOTICE ADDRESS:

Mailing Address: 546 Byron Rd
Ricky Collins

Selling Agent Fax#: 910 893 3602

Selling Agent E-mail Address: collient@twast.net

Selling Agent Phone#: 910 850 8712

LISTING AGENT NOTICE ADDRESS:

Mailing Address: Ricky Collins
546 Byron Rd BUNNPOUL NC

Listing Agent fax#: 911 893 3602

Listing Agent E-mail Address: collient@twast.net

Listing Agent Phone#: 910 850 8712