

Initial Application Date: 5/28/13

Application # B50021384

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:** The Harnett Land Group Mailing Address: POB 427  
City: Mamers State: NC Zip: 27552 Contact No: 919-606-4696 Email: cdb1971@gmail.com

**APPLICANT:** Weaver Homes Mailing Address: 350 Wagoner Drive  
City: Fayetteville State: NC Zip: 28303 Contact No: 909-606-4696 Email: dustin@weavercompanies.com

\*Please fill out applicant information if different than landowner

**CONTACT NAME APPLYING IN OFFICE:** D. Blackwell Phone # 919-606-4696

**PROPERTY LOCATION:** Subdivision: Tingen Pjnte Lot #: 134 Lot Size: 345

State Road # \_\_\_\_\_ State Road Name: Pointe DU HOC Map Book & Page: 2012, 86-87

Parcel: 03957601008838 PIN: 9597-42-5815.000

Zoning: \_\_\_\_\_ Flood Zone: \_\_\_\_\_ Watershed: \_\_\_\_\_ Deed Book & Page: 2257, 94 Power Company\*: Progress

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

**PROPOSED USE:**

SFD: (Size 40 x 46) # Bedrooms: 4 # Baths: 2.5 Basement(w/wo bath): --- Garage: 2 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: \_\_\_\_\_ Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:**

Front Minimum 35 Actual 39

Rear 25 26

Closest Side 10 15

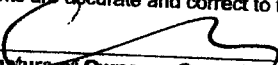
Sidestreet/corner lot \_\_\_\_\_

Nearest Building on same lot \_\_\_\_\_

*proposed*  
Comments: \_\_\_\_\_

**SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:** HWY 27 West Go past WHHS about 4 miles. Tingen Pointe on the left. Take Juno drive and Point Du Hoc is the first left. 147 on the left. Look for permit box.

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

11/16/17  
\_\_\_\_\_  
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\*\*

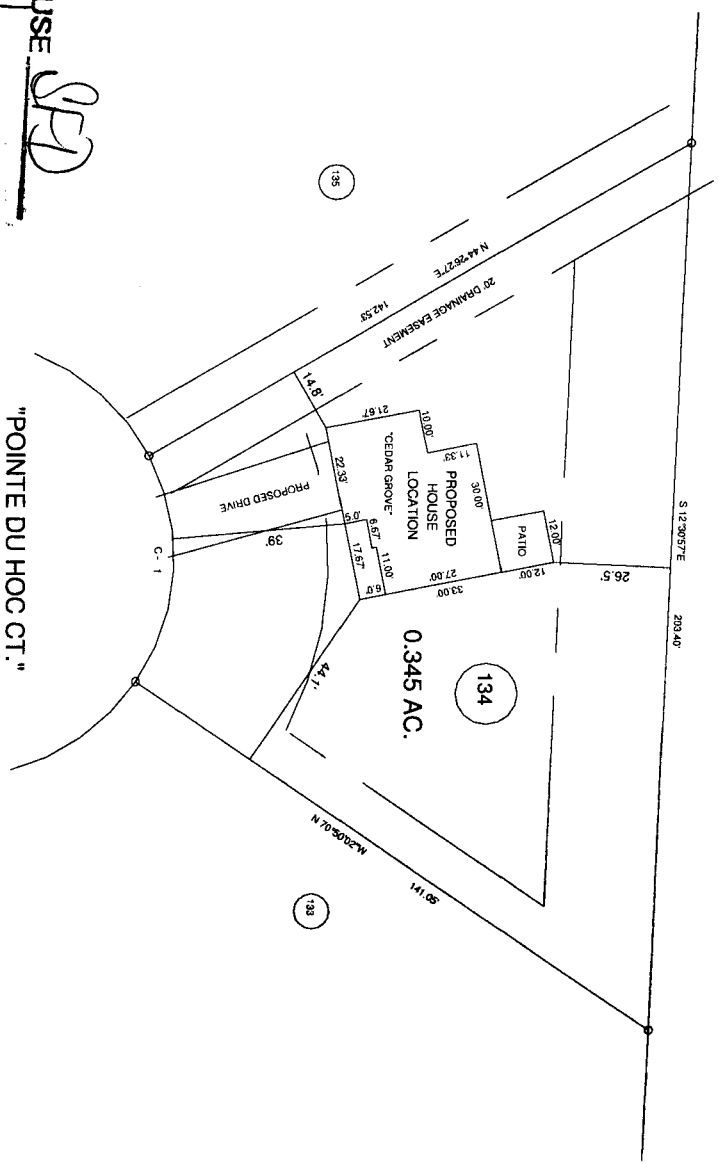
MAP NO. 2012-86

MAP REFERENCE: MAP NO. 2012-86

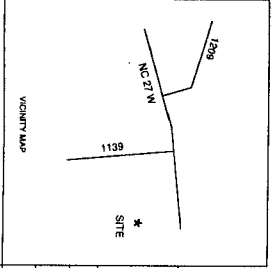
SITE PLAN APPROVAL  
 DISTRICT PHD USE SPD  
 #BEDROOMS 4  
5-28-13 J. JONWORTH  
 ZONING ADMINISTRATOR

MINIMUM BUILDING SET BACKS  
 FRONT YARD ..... 35'  
 REAR YARD ..... 25'  
 SIDE YARD ..... 10'  
 CORNER LOT SIDE YARD - 20'  
 MINIMUM HEIGHT ..... 35'

"POINTE DU HOC CT."  
 50' RW



CURVE RADIUS	LENGTH	CHORD	CHEATING
C-1	50.00'	54.22'	51.61'
			N 11°54'05"W



TOWNSHIP		COUNTY		HARRETT		SURVEYED BY:		FIELD BOOK			
STATE: NORTH CAROLINA		DATE:		MAY 22 2013		DRAWN BY:		DRAWING NO.			
ZONE: RA-20R		WATERSHED DISTRICT:		TAX PARCEL ID#		CHECKED & CLOSURE BY:		13197			
PROPOSED PLOT PLAN - LOT - 134 TINGEN POINTE S/D PHASE FIVE				BARNESVILLE HARRETT				BENNETT SURVEYS 1682 CLARK RD. LILLINGTON, N.C. 27546 (919) 893-5252			
SCALE: 1" = 40'		SURVEYED BY:		RWB							

NAME: Walter Humes

APPLICATION #: 13.50031384

**\*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 \_\_\_\_\_

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)

11/11/13  
DATE

## Selected Parcel Feature

<b>PIN</b>	9597-42-5815.000
<b>PID</b>	03957601 0088 38
<b>[REID]</b>	0078145

## OWNER INFORMATION

<b>[AccountNumber]</b>	1400027170
<b>[Name1]</b>	THE HARNETT LAND GROUP & 67%
<b>[Name2]</b>	CUMMINGS JERRY & CUMMINGS
<b>[Address1]</b>	BROTHERS ENTERPRISES & 33% &
<b>[Address2]</b>	PO BOX 591
<b>[Address3]</b>	
<b>[City]</b>	MAMERS
<b>[State]</b>	NC
<b>[ZipCode]</b>	27552-0000

## ASSESSMENT INFORMATION

<b>[ParcelBuildingValue]</b>	
<b>[ParcelOxfValue]</b>	
<b>[ParcelLandValue]</b>	25000
<b>[TotalAssessedValue]</b>	25000

## PARCEL INFORMATION

<b>[HouseNumber]</b>	000057
<b>[UnitNumber]</b>	
<b>[StreetDirection]</b>	
<b>[StreetName]</b>	POINTE DU HOC
<b>[StreetType]</b>	CT
<b>[StreetSuffix]</b>	
<b>[ParCity]</b>	
<b>[LegalDescription]</b>	LT#134 TINGEN POINTE PH5 MP#2012-86
<b>[LegalLandUnits]</b>	1
<b>[LegalLandType]</b>	LT
<b>[PlatBook]</b>	2012
<b>[PlatPage]</b>	86

## STRUCTURE INFORMATION

<b>[ActualYearBuilt]</b>	
<b>[ActualAreaHeated]</b>	

## SALES INFORMATION

<b>[DeedBook]</b>	02257
<b>[DeedPage]</b>	0094
<b>[DeedDate]</b>	2006-07-20 20:00:00
<b>[SalePrice]</b>	621000

## PARCEL LINKS

<b>PRC</b>	<a href="#">Click here for 03957601 0088 38</a>
<b>ZONING OVERLAY</b>	<a href="#">Click here for 03957601 0088 38</a>
<b>SOILS OVERLAY</b>	<a href="#">Click here for 03957601 0088 38</a>

09/09/11

Application #

13.50031384

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

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

**Application for Residential Building and Trades Permit**

checked 5.29.13

Owner's Name \_\_\_\_\_ Date \_\_\_\_\_  
Site Address \_\_\_\_\_ Phone \_\_\_\_\_  
Directions to job site from Lillington \_\_\_\_\_

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_  
Description of Proposed Work \_\_\_\_\_ # of Bedrooms \_\_\_\_\_  
Heated SF \_\_\_\_\_ Unheated SF \_\_\_\_\_ Finished Bonus Room? \_\_\_\_\_ Crawl Space \_\_\_\_\_ Slab \_\_\_\_\_

**General Contractor Information**  
Building Contractor's Company Name Weaver Home Telephone 909-406-4698  
Address PO Box 53786 Email Address \_\_\_\_\_  
License # 26962 Fayetteville NC

**Electrical Contractor Information**  
Description of Work New Construction Service Size 200 Amps T-Pole  Yes  No  
Electrical Contractor's Company Name J.M. Pope Electric Telephone 919-776-5144  
Address 409 Chatham ST. Sanford, NC Email Address \_\_\_\_\_  
License # 21326-L

**Mechanical/HVAC Contractor Information**  
Description of Work New Construction  
Mechanical Contractor's Company Name Caroline Comfort AEC Telephone 919-934-1060  
Address 528 W. Market ST. Smithfield, NC Email Address \_\_\_\_\_  
License # 29077

**Plumbing Contractor Information**  
Description of Work New Construction # Baths 2  
Plumbing Contractor's Company Name Samie Johnson Plumbing Telephone 910-814-7705  
Address 864 Byrd Road Bunker, NC Email Address \_\_\_\_\_  
License # 21649

**Insulation Contractor Information**  
Insulation Contractor's Company Name & Address MASCO Telephone 910-486-855

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

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 that **by signing below I have obtained all subcontractors permission to obtain these permits** 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

\_\_\_\_\_  
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

*Waverly Hanks*

Sign w/Title

*[Signature]*

Date

NORTH CAROLINA  
HARNETT COUNTY

OFFER TO PURCHASE AND  
CONTRACT OF SALE.

THIS CONTRACT OF SALE, made and entered into this 20<sup>th</sup> day of May, 2013, by and between The Harnett Land Group, LLC, (the "Seller") and Weaver Homes (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. PROPERTY. Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett County, North Carolina, having an address of Tingen Point Subdivision, Barbecue Township, and being more particularly described as:

Being all of lot(s) 126,134,135 & 176 in the subdivision known as Tingen Point, Phase V, according to a plat of the same duly recorded in Plat Book 2012, Page 86-87, Deed Book 2257, Page 94, Harnett County, North Carolina, Registry.  
PIN: 9597-33-6370.000

If any personal property is to transfer to the Buyer from Seller, such property shall be given no value hereunder.

2. PURCHASE PRICE AND DEPOSIT. Buyer shall pay to the Seller the sum of ONE HUNDRED ONE THOUSAND and No/100 Dollars (\$101,000.00), the "Purchase Price". The Purchase price shall be paid as follows:

- A. \$0.00 as a good faith deposit (the "Earnest Money"), to be held in trust by Weaver Commercial Properties pending the completion of this contract or termination of this contract as hereinafter provided, and to be applied toward the purchase price.
- B. \$101,000.00 due upon closing. (lot #'s 126,134 & 135=\$25,000 ea.; lot # 176=\$26,000ea.)

3. CONDITIONS TO BUYER'S OBLIGATIONS. The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:

- A. All deeds of trust, liens, and other charges against the Property 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.

- B. Title must be delivered at closing by General Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer. Buyer acknowledges all deed notifications or restrictions to include those requiring compliance with wetlands regulations. Buyer further agrees to indemnify and hold harmless Seller for any Purchaser actions which result in noncompliance with a deed restriction to include compliance with wetland regulations.
- C. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential development is economically feasible.
- D. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- E. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- F. After the date of the execution of this Contract by the Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. Should Seller elect not to cure such defects, then he immediately shall give notice to Buyer that Seller is terminating the Contract, and the Earnest Money shall be returned to Buyer. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Contract and receive a return of Earnest Money. If the Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State of North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and permitted exceptions. Seller warrants that as of the date of this Contract he holds fee simple title to the Property.

- G. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its intended use will violate any private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a return of Earnest Money, and neither party shall then have any further obligations in connection with this Contract.
- H. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. All such inspections shall be completed by the Buyer no later than Twenty (20) days after execution of this Contract by Seller. Any inspections not completed by such date shall be deemed waived by the Buyer. If the Buyer determines, as the result of any such inspections, that the Property is unsuitable for its intended use, then in Buyer's sole discretion, Buyer may provide Seller written notice thereof and may terminate this Contract, with the Buyer receiving a return of Earnest Money.

4. CLOSING. It is understood and agreed that Buyer may desire to close each lot on different dates beginning with lot 130 closing not later than Thirty (30) days after execution of this Contract by Seller. Each remaining lot will close with not more than (30) day intervals. Closing to occur at a place designated by Buyer. Possession shall be delivered at Closing, unless otherwise agreed between the parties. At Closing, Seller shall deliver to Buyer a General Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the balance of the Purchase price to Seller, giving credit to the Buyer for Earnest Money held. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by Purchaser.

5. PRORATIONS AND CLOSING EXPENSES. Seller and Buyer agree that all real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from Seller and Buyer shall pay all other expenses.

6. PROPERTY OWNERS ASSOCIATION DUES. Seller and Buyer mutually acknowledge that, if property owner's association dues are applicable to the Property,

such dues shall be current as of the date of the Closing. Dues for the current calendar year shall be pro-rated as of the date of Closing.

7. ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.

8. RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Earnest Money shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

9. EARNEST MONEY DISBURSEMENT. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Contract by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, 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, such Earnest Money shall remain in escrow until such time as either (a) all parties hereto execute a written release consenting to the disposition of the Earnest Money, or (b) a court of competent jurisdiction issues its order regarding disbursement of the Earnest Money.

10. NOTICES. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the following addresses:

Seller: The Harnett Land Group, LLC  
P O Box 427  
Mamers, NC 27552  
Attention: Dustin Blackwell

Buyer: Weaver Homes  
350 Wagoner Dr.  
Fayetteville, NC 28303  
Attention: Frank Weaver

11. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.

12. COMPLIANCE. To the best of Seller's knowledge and belief, (a) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (b) performance of this Contract will not result in the breach of, constitute default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (c) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. 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.

14. APPLICABLE LAW. This Contract shall be construed under the laws of the State of North Carolina.

15. TAX-DEFERRED EXCHANGE. In the event that Buyer or Seller desire to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

16. ASSIGNMENT. This Contract may not be assigned by either party hereto without the prior written consent to the assignment by the non-assigning party.

17. 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 hereto.

those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by all parties hereto.


18. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.

19. EXPIRATION OF OFFER. This instrument shall be deemed an offer to the Seller which may be accepted by signature of the Seller and delivery of the original to the Buyer. This offer shall be deemed revoked and null and void if not accepted by the Seller and delivered to the Buyer by 5:00 p.m. on May 20, 2013.

20. OTHER PROVISIONS and CONDITIONS. Buyer understands and agrees that all building construction and site improvements on any subdivision lot shall comply with all restrictions and covenants as set forth in the Tingen Point Subdivision Restrictive Covenant Agreement.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "seal" beside their signatures below.

BUYER:

  
\_\_\_\_\_  
(SEAL)  
By: Frank Weaver  
Member/Manager

SELLER:

  
\_\_\_\_\_  
(SEAL)  
By: Dustin Blackwell  
Member/Manager

Date: 5-20-13

Date: 5/20/12

## Jennifer Brock

---

**From:** Dustin Blackwell <cdb1971@gmail.com>  
**Sent:** Tuesday, June 18, 2013 9:03 AM  
**To:** Jennifer Brock  
**Subject:** Fwd: LiensNC Notice of Appointment of Lien Agent - Address: 57 Pointe Du Hoc Court, Broadway, 27505

1350031384

----- Forwarded message -----

**From:** LiensNC Support <[donotreply@ncliens.com](mailto:donotreply@ncliens.com)>  
**Date:** Tue, Jun 18, 2013 at 8:46 AM  
**Subject:** LiensNC Notice of Appointment of Lien Agent - Address: 57 Pointe Du Hoc Court, Broadway, 27505  
**To:**

A(n) Appointment of Lien Agent was filed on June 18, 2013, 08:48:30 AM using the North Carolina Online Lien Agent System (LiensNC). Details of this filing include:

### Project Property

Lot 134 Tingen Pointe  
57 Pointe Du Hoc Court  
Broadway, NC 27505

Entry Number: 20,192 ([entry search](#), [view related filings](#))

Date of Filing: June 18, 2013, 08:48:30 AM

### Lien Agent

First American Title Insurance Company

- **Online:** [www.liensnc.com](http://www.liensnc.com)
- **Address:** 19 W. Hargett St., Suite 507 / Raleigh, NC 27601
- **Phone:** [888-690-7384](tel:888-690-7384)
- **Fax:** [913-489-5231](tel:913-489-5231)
- **Email:** [support@liensnc.com](mailto:support@liensnc.com)

### Owner Information

Weaver Development Co., Inc. DBA Weaver Homes  
350 Wagoner Drive  
Fayetteville, NC 28303  
Email: [nmcleod@weavercompanies.com](mailto:nmcleod@weavercompanies.com)  
Phone: [910-433-0888](tel:910-433-0888)

### Contractor Information

Weaver Development Co., Inc.DBA: Weaver Homes  
350 Wagoner Drive  
Fayetteville, NC 28303  
**Email:** [cdb1971@gmail.com](mailto:cdb1971@gmail.com)  
**Phone:** [919-606-4696](tel:919-606-4696)

**Pre-Permit Workers**

NONE

Emails:

1. [nmcleod@weavercompanies.com](mailto:nmcleod@weavercompanies.com)

**Date of First Furnishing**

June 21, 2013

[Click to view full filing details](#)

Scan for instant access on your mobile phone

[Unsubscribe](#)

HARNETT COUNTY CENTRAL PERMITTING  
P.O. BOX 65  
LILLINGTON, NC 27546  
For Inspections Call: (910) 893-7525 Fax: (910) 893-2793  
Bldg Insp scheduled before 2pm available next business day.

-----  
Application Number . . . . . 13-50031384 Date 6/19/13  
Property Address . . . . . 57 POINTE DU HOC CT  
PARCEL NUMBER . . . . . 03-9576-01- -0088- -38-  
Application type description CP NEW RESIDENTIAL (SFD)  
Subdivision Name . . . . . TINGEN POINTE PH 5 33LOTS  
Property Zoning . . . . . RES/AGRI DIST - RA-20R

Owner

Contractor

-----  
THE HARNETT LAND GROUP II LLC  
PO BOX 326  
ZEBULON NC 27597

-----  
WEAVER DEVELOPMENT CO INC  
PO BOX 53786  
FAYETTEVILLE NC 28305  
(910) 433-0888

Applicant

-----  
WEAVER HOMES #134  
350 WAGONER DR  
FAYETTEVILLE NC 28303  
(909) 606-4696

--- Structure Information 000 000 40X46 4BR GARAGE SLAB  
Flood Zone . . . . . FLOOD ZONE X  
Other struct info . . . . . # BEDROOMS 4.00  
PROPOSED USE SFD  
SEPTIC - EXISTING? NEW  
WATER SUPPLY COUNTY

-----  
Permit . . . . . BLDG, MECH, ELEC, PLB, INSU PERMIT  
Additional desc . . . . .  
Phone Access Code . . . . . 988477  
Issue Date . . . . . 6/19/13 Valuation . . . . . 0  
Expiration Date . . . . . 6/19/14

Special Notes and Comments

T/S: 05/29/2013 11:53 AM DJOHNSON --  
TINGEN POINTE LOT 134  
27W PAST WHHS TINGEN POINTE IS ON THE  
LEFT. TAKE JUNO DR AND POINT DU HOC IS  
THE FIRST ON LEFT. LOOK FOR PERMIT BOX  
T/S: 05/29/2013

12:17 PM DJOHNSON --  
XX  
PERMIT INCLUDES BLDG, ELEC, MECH, PLUMB  
INSULATION AND LAND USE.  
XX  
Work must conform and comply with the  
STATE BUILDING CODE and all other State



HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793

Bldg Insp scheduled before 2pm available next business day.

---

Application Number . . . . . 13-50031384

Page 2  
Date 6/19/13

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Special Notes and Comments  
and local laws, ordinances & regulations

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HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793

Bldg Insp scheduled before 2pm available next business day.

Application Number . . . . .	13-50031384	Page	3
Property Address . . . . .	57 POINTE DU HOC CT	Date	6/19/13
PARCEL NUMBER . . . . .	03-9576-01- -0088- -38-		
Application description . . . . .	CP NEW RESIDENTIAL (SFD)		
Subdivision Name . . . . .	TINGEN POINTE PH 5 33LOTS		
Property Zoning . . . . .	RES/AGRI DIST - RA-20R		

Permit . . . . . BLDG,MECH,ELEC,PLB,INSU PERMIT

Additional desc . . .  
 Phone Access Code . . . 988477

Required Inspections

Seq	Phone Insp#	Insp Code	Description	Initials	Date
10	101	B101	R*BLDG FOOTING / TEMP SVC POLE	_____	___/___/___
20	103	B103	R*BLDG FOUND & TEMP SVC POLE	_____	___/___/___
20-30	814	A814	ADDRESS CONFIRMATION	_____	___/___/___
30-999	111	B111	R*BLDG SLAB INSP/TEMP SVC POLE	_____	___/___/___
30-999	309	P309	R*PLUMB UNDER SLAB	_____	___/___/___
40-50	129	I129	R*INSULATION INSPECTION	_____	___/___/___
40-60	425	R425	FOUR TRADE ROUGH IN	_____	___/___/___
40-60	125	R125	ONE TRADE ROUGH IN	_____	___/___/___
40-60	325	R325	THREE TRADE ROUGH IN	_____	___/___/___
40-60	225	R225	TWO TRADE ROUGH IN	_____	___/___/___
50-60	429	R429	FOUR TRADE FINAL	_____	___/___/___
50-60	131	R131	ONE TRADE FINAL	_____	___/___/___
50-60	329	R329	THREE TRADE FINAL	_____	___/___/___
50-60	229	R229	TWO TRADE FINAL	_____	___/___/___
999		H824	ENVIR. OPERATIONS PERMIT	_____	___/___/___

COUNTY OF HARNETT  
Building Inspections Department  
Planning Services

**Certificate of Compliance:** X **Occupancy:** X

Certificate issued pursuant to the requirements of North Carolina General Statute 153A-363 and Harnett County Zoning Ordinances. This certifies at the time of issuance, this structure was in compliance with the various ordinances of the County of Harnett and the North Carolina State Building Codes. For the following:

Use Classification: R-3

Name: Weaver Devel. Co. Inc.

Address: 57 Pointe du Hoc Ct

**Permit Numbers**

Building: 13-50031384

Electrical:   "  

Insulation:   "  

Plumbing:   "  

Mechanical:   "  

MFG Home:   "  

Date: 8-26-13

Building Official: T. Michael Ream

ADDRESS : 57 POINTE DU HOC CT SUBDIV: TINGEN POINTE PH 5 33LOTS  
 CONTRACTOR : WEAVER DEVELOPMENT CO INC PHONE : (910) 433-0888  
 OWNER : THE HARNETT LAND GROUP II LLC PHONE :  
 PARCEL : 03-9576-01- -0088- -38-  
 APPL NUMBER: 13-50031384 CP NEW RESIDENTIAL (SFD)  
 DIRECTIONS : T/S: 05/29/2013 11:53 AM DJOHNSON --  
 TINGEN POINTE LOT 134  
 27W PAST WHHS TINGEN POINTE IS ON THE  
 LEFT. TAKE JUNO DR AND POINT DU HOC IS  
 THE FIRST ON LEFT. LOOK FOR PERMIT BOX  
 T/S: 05/29/2013  
 12:17 PM DJOHNSON --

**STRUCTURE: 000 000 40X46 4BR GARAGE SLAB**

FLOOD ZONE : FLOOD ZONE X  
 # BEDROOMS : 4.00 PROPOSED USE : SFD  
 SEPTIC - EXISTING? : NEW WATER SUPPLY : COUNTY

**PERMIT: CPSF 00 CP \* SFD**

TYP/SQ	REQUESTED COMPLETED	INSP RESULT	DESCRIPTION RESULTS/COMMENTS
B101 01	6/20/13	DT	R*BLDG FOOTING / TEMP SVC POLE VRU #: 002399244
	6/20/13	AP	T/S: 06/20/2013 11:21 AM DETAYLOR -----
B103 01	6/26/13	MR	R*BLDG FOUND & TEMP SVC POLE VRU #: 002402196
	6/26/13	AP	T/S: 06/26/2013 02:04 PM MREARIC -----
A814 01	6/26/13	TW	ADDRESS CONFIRMATION TIME: 17:00 VRU #: 002402204
	6/25/13	AP	57 POINTE DU HOC CT BROADWAY 27505
			T/S: 06/25/2013 08:48 AM TWARD -----
P309 01	7/01/13	MR	R*PLUMB UNDER SLAB VRU #: 002404689
	7/01/13	AP	T/S: 07/01/2013 01:14 PM MREARIC -----
B111 01	7/02/13	MR	R*BLDG SLAB INSP/TEMP SVC POLE VRU #: 002405306
	7/02/13	AP	T/S: 07/02/2013 12:57 PM MREARIC -----
R425 01	7/29/13	MR	FOUR TRADE ROUGH IN VRU #: 002416592
	7/29/13	AP	T/S: 07/29/2013 01:04 PM MREARIC -----
I129 01	7/30/13	MR	R*INSULATION INSPECTION VRU #: 002417228
	7/30/13	AP	T/S: 07/30/2013 02:52 PM MREARIC -----
H824 01	8/08/13	BM	✓ ENVIR. OPERATIONS PERMIT TIME: 17:00 VRU #: 002424562
	8/08/13	AP	T/S: 08/12/2013 10:37 AM SSTEWARD -----
			T/S: 08/12/2013 10:38 AM SSTEWARD -----
R429 01	8/23/13	MR	FOUR TRADE FINAL VRU #: 002429629
	8/23/13	DA	T/S: 08/23/2013 01:51 PM MREARIC -----
			early power inspection
R429 02	8/26/13	TI	FOUR TRADE FINAL TIME: 17:00 VRU #: 002430684

11 AP-MR

COMMENTS AND NOTES