

Initial Application Date: 3/25/14

Application # 14500 33307

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: Barry + Judy Pate Mailing Address: 9825 us 4215

City: Erwin State: NC Zip: 20337 Contact No: 910 237 0867 Email: \_\_\_\_\_

APPLICANT: Robert Crabtree Builder Inc Mailing Address: 5528 stickleback Dr.

City: Farmway-Vanover State: NC Zip: 27526 Contact No: 919 669 2494 Email: RSCrabtree@aol.com

\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Robert Crabtree Phone # 919 669 2444

PROPERTY LOCATION: Subdivision: Victoria Hills Lot #: 221 Lot Size: 692

State Road # \_\_\_\_\_ State Road Name: Blairwood Dr. Map Book & Page: 2000 156:7

Parcel: 08 0653 0105 68 PIN: 0653 95 2846 000

Zoning: R 30 Flood Zone: Ac Watershed: IV Deed Book & Page: OTP 1 Power Company: Duke Energy

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

**PROPOSED USE:**

- SFD: (Size 400x62<sup>w</sup>) # 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 (X) no

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

Structures (existing or proposed): Single family dwellings: Proposed Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:**


Front	Minimum	<u>35</u>	Actual	<u>50.2</u>
Rear		<u>25</u>		<u>156.8</u>
Closest Side		<u>10</u>		<u>23</u>
Sidestreet/corner lot		<u>20</u>		<u>23</u>
Nearest Building on same lot				

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 N. Right onto Lafayette Rd., Right onto  
Victoria Hills Dr. S., Right onto Blairwood Dr. Let on Corner

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.

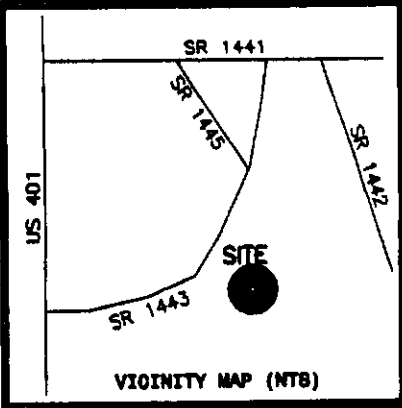
  
\_\_\_\_\_  
Signature of Owner or Owner's Agent

3/29/14  
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\*\*

Curve	Radius	Length	Chord	Chord Bear.
C1	472.53'	71.37'	71.36'	N 74°18'04" E
C2	25.00'	38.20'	34.88'	S 66°18'03" E
C3	609.78'	243.28'	242.33'	S 19°49'28" E



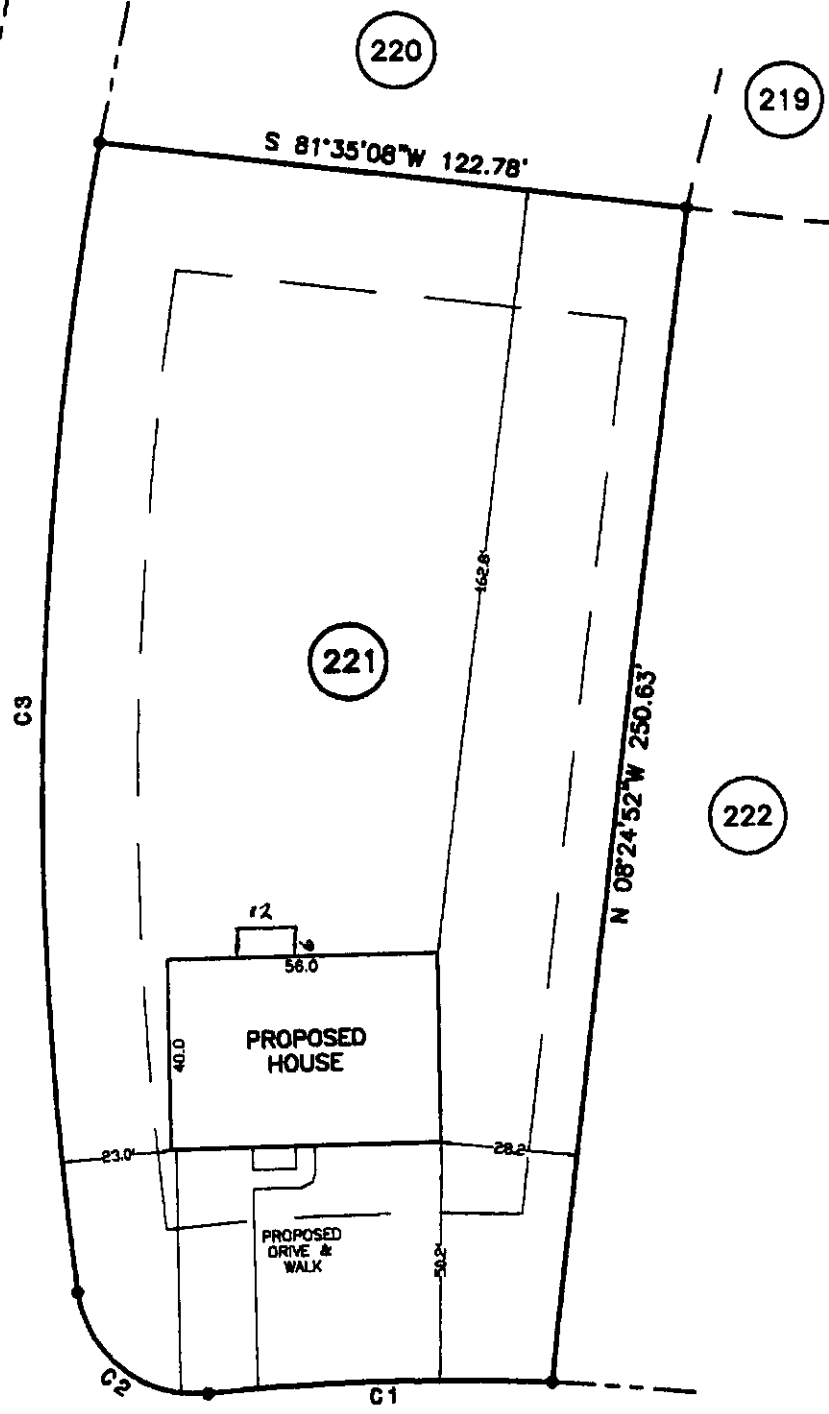
- LEGEND**
- NTS NOT TO SCALE
  - EIP EXISTING IRON PIPE
  - PP POWER POLE
  - W/M WATER METER
  - TB TELEPHONE BOX
  - IPS IRON PIPE SET
  - CP&L TRANSFORMER
  - CATV CABLE TV BOX
  - L POLE LIGHT POLE
  - OHPL OVERHEAD POWER LINE
  - F.E.S. FLARED END SECTION (PIPE)
  - RCP REINFORCED CONC. PIPE
  - B.O.C. BACK OF CURB
  - F.H. FIRE HYDRANT
  - S/O SEWER CLEAN OUT
  - EIS EXISTING IRON STAKE
  - M.H. MANHOLE
  - ECM EXISTING CONCRETE MONUMENT
  - P.K. PARKER KALON NAIL



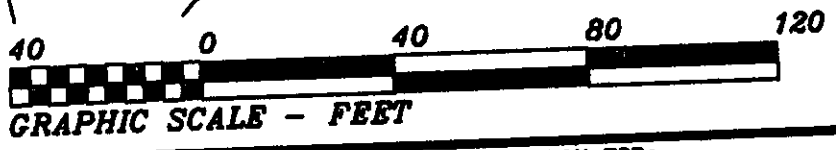
SITE PLAN APPROVAL *SFD*  
 DISTRICT *RA-30* USE *USE*  
 #BEDROOMS *3*  
*4-7-14* Zoning Administrator

NOTE: SHOWN IS LOT 221 OF VICTORIA HILLS S/D - PHASE 2  
 REF: M.B. 2000, PG. 567  
 AREA = 0.882 ACRES  
 XXX BLAIRWOOD DRIVE

MOONEY DRIVE  
 (60' PUBLIC R/W)



BLAIRWOOD DRIVE  
 (60' PUBLIC R/W)



THIS IS TO CERTIFY THAT THIS MAP WAS PREPARED FROM AN ACTUAL SURVEY OF THE PREMISES, MADE UNDER MY SUPERVISION, AND THAT THERE ARE NOT ANY ENCROACHMENTS, EXCEPT AS NOTED TO THE BEST OF MY KNOWLEDGE, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THIS MAP WAS PREPARED FOR FOR TITLE COMPANY USE AND IS NOT INTENDED FOR RECORDATION OR CONVEYANCES WITHOUT WRITTEN AUTHORIZATION OF THE SURVEYOR AND OTHER APPROPRIATE OFFICIALS.  
 PROFESSIONAL LAND SURVEYOR  
 L-3247

PRELIMINARY PLAT  
 NOT FOR RECORDATION

PRELIMINARY PLOT PLAN FOR:  
**ROBERT CRABTREE**

HECTOR'S CREEK TWP., HARNETT CO., N.C.  
 SCALE 1" = 40' MARCH 20, 2014

MAULDIN - WATKINS SURVEYING, P.A.  
 P.O. BOX 444 / 1301 W. BROAD ST.  
 FUQUAY VARINA, NORTH CAROLINA 27526  
 (919) 552-9326

2316-221

NAME: Robert Crabtree Bui / Day / Jove

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 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 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 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.

[Signature]  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

3/24/14  
DATE

*copy*

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
(Consult "Guidelines" (form 12G) for guidance in completing this form)

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has 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—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Barry C. Pate & Judy M. Pate  
(b) "Buyer": Robert Crabtree Builder Inc.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Lot # 221 Blackwood Dr. Zip: 27526  
City: Ferguson Virginia  
County: Roanoke, North Carolina  
(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)  
Plat Reference: Lot/Unit 221, Block/Section \_\_\_\_\_, Subdivision/Condominium Victoria Hills  
as shown on Plat Book/Slide 2000 at Page(s) 569

The PIN/PID or other identification number of the Property is: \_\_\_\_\_  
Other description: \_\_\_\_\_  
Some or all of the Property may be described in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_

(d) "Purchase Price":  
\$ 10,000  
\$ \_\_\_\_\_  
\$ 250  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ 9,750

paid in U.S. Dollars upon the following terms:  
**BY DUE DILIGENCE FEE** made payable to Seller by the Effective Date.  
**BY INITIAL EARNEST MONEY DEPOSIT** made payable to Escrow Agent named in Paragraph 1(f)  with this offer OR  delivered within five (5) days of the Effective Date of this Contract by  cash  personal check  official bank check  wire transfer.  
**BY (ADDITIONAL) EARNEST MONEY DEPOSIT** made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than \_\_\_\_\_, **TIME BEING OF THE ESSENCE** with regard to said date.  
**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 (Standard Form 2A6-T).  
**BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
**BALANCE** of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or 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 cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.



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Buyer initials [Signature] Seller initials [Signature]

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied; then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit 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, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): C-21 Becky Medlin Realty

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit 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 the Earnest Money Deposit 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 or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(1) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on April 30, 2014 **TIME BEING OF THE ESSENCE** with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on May 7, 2014 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials      Seller initials     

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(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

**2. BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials                     

Seller initials                     

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4. BUYER OBLIGATIONS:

(a) Owners' Association Fees/Charges: Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) Sewage System Permit: ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) Private Drinking Water Well Permit: ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, 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, leases, 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.

(b) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

Buyer initials   ✓   Seller initials   BP     JMP



**7. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) Rents: Rents, if any, for the Property;
- (c) Dues: Owners' association regular assessments (dues) and other like charges.

**8. CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

**9. 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 the Earnest Money Deposit and any Due Diligence Fee shall be refunded 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 Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**10. DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

**11. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

**12. OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- |   |   |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)        | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
|   | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |

OTHER: \_\_\_\_\_

**13. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

**14. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires 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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer initials                      Seller Initials

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

16. **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.

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. 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.

18. **NOTICE:** 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 Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

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.

This offer shall become a binding contract on the Effective Date.

Date: 3/18/14  
Buyer [Signature] (SEAL)

Date: \_\_\_\_\_  
Buyer \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_  
Buyer \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_  
Seller [Signature: Barry C. Pate] (SEAL)

Date: \_\_\_\_\_  
Seller [Signature: Jody M. Pate] (SEAL)

Date: \_\_\_\_\_  
Seller \_\_\_\_\_ (SEAL)

NOTICE INFORMATION

(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: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

SELLING AGENT NOTICE ADDRESS:

Firm Name: Century 21 Becky Medlin Realty

Acting as  Buyer's Agent  Seller's (sub) Agent  Dual Agent

Mailing Address: 407 N Tudd Parkway NE

Augusta Virginia NE 27306

Individual Selling Agent: Becky Medlin

Acting as a Designated Dual Agent (check only if applicable)

License #: 54950

Selling Agent Phone#: 819-891-1353

Selling Agent Fax#: 919-552-7800

Selling Agent E-mail: beckymedlin@beckymedlinrealty.com

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

LISTING AGENT NOTICE ADDRESS:

Firm Name: N/A

Acting as  Seller's Agent  Dual Agent

Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

C-2

Application # \_\_\_\_\_

\* 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

HTE 14-5-33307

**Application for Residential Building and Trades Permit**

Owner's Name: Robert Crabtree Builder, Inc. Date: 6/9/14  
Site Address: \_\_\_\_\_ Phone: 919669-2494  
Directions to job site from Lillington: 401 N. Right on Lafayette Rd, Right on Victoria Hills Dr., Right on Blairwood, on Left

Subdivision: Victoria Hills Lot: 221  
Description of Proposed Work: Single Family Dwelling # of Bedrooms: 3  
Heated SF: 1152 Unheated SF: 240 Finished Bonus Room? No Crawl Space:  Slab: \_\_\_\_\_

**General Contractor Information**

Robert Crabtree Builder, Inc. 9196692494  
Building Contractor's Company Name Telephone  
5528 Stickleback Dr F.V. NC 27526 RJCrab1@Embarqmail.Com  
Address Email Address  
29635-UL  
License #

**Electrical Contractor Information**

Description of Work Single Family Service Size: 200 Amps T-Pole:  Yes  No  
Dawson's Electric 9192013841  
Electrical Contractor's Company Name Telephone  
3754 Colesbury Rd F-V 27526  
Address Email Address  
25948-L  
License #

**Mechanical/HVAC Contractor Information**

Description of Work Single Family  
JC's Heat & Air 9195523053  
Mechanical Contractor's Company Name Telephone  
1539 Wade Stephenson Rd Holly Springs 27540  
Address Email Address  
12655  
License #

**Plumbing Contractor Information**

Description of Work Single Family # Baths 2  
Cain Plumbing 919552-6942  
Plumbing Contractor's Company Name Telephone  
544 Oakridge Duncan Rd F.V 27526  
Address Email Address  
10036  
License #

**Insulation Contractor Information**

Insulating Inc. 5902 Fayetteville Rd Garner 919772-9000  
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 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

6/9/14  
\_\_\_\_\_  
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: Robert Crabtree Builder, Inc.

Sign w/Title: [Signature] Pres.

Date: 6/9/14

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 . . . . . 14-50033307 Date 6/20/14  
Property Address . . . . . 167 BLAIRWOOD DR  
PARCEL NUMBER . . . . . 08-0653- - -0105- -68-  
Application type description CP NEW RESIDENTIAL (SFD)  
Subdivision Name . . . . .  
Property Zoning . . . . . RES/AGRI DIST - RA-30

Owner

-----

PATE BARRY & JUDY  
P O BOX 81  
ERWIN NC 28339

Contractor

-----

ROBERT CRABTREE BUILDERS INC  
STICKLEBACK DRIVE  
FUQUAY VARINA NC 27526  
(919) 552-5897

Applicant

-----

ROBERT CRABTREE BUILD INC #221

--- Structure Information 000 000 40X62 3BDR 2BATH SFD W GAR  
Flood Zone . . . . . FLOOD ZONE X  
Other struct info . . . . . # BEDROOMS 3.00  
PROPOSED USE SFD  
SEPTIC - EXISTING? NEW TANK  
WATER SUPPLY COUNTY

-----

Permit . . . . . BLDG, MECH, ELEC, PLB, INSU PERMIT  
Additional desc . . . . .  
Phone Access Code . . . . . 1039437  
Issue Date . . . . . 6/20/14 Valuation . . . . . 0  
Expiration Date . . . . . 6/20/15

-----

Special Notes and Comments

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  
and local laws, ordinances & regulations  
T/S: 04/07/2014 01:46 PM VBROWN ----  
CORNER LOT ON CORNER OF MOONEY DR AND BL  
AIRWOOD DR WITH DRIVEWAY ON BLAIRWOOD DR  
VICTORIA HILLS II #221

-----

\_\_\_\_\_

\_\_\_\_\_



HARNETT COUNTY CENTRAL PERMITTING  
P.O. BOX 65  
LILLINGTON, NC 27546  
For Inspections Call: (910) 893-7525 Fax: (910) 893-2793  
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Page 2  
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Permit . . . . . BLDG,MECH,ELEC,PLB,INSU PERMIT

Additional desc . . . . .  
Phone Access Code . . . . . 1039437

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	105	B105	R*OPEN FLOOR	_____	___/___/___
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	_____	___/___/___