

Initial Application Date: 6/5/17

Application # 1750041544

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: Allied Development, Inc Mailing Address: 350 Wagoner Drive
City: Fayetteville State: NC Zip: 28303 Contact No: 9096064696 Email: cdb1971@gmial.com

APPLICANT: Weaver Homes, Inc. Mailing Address: 350 Wagoner Drive
City: Fayetteville State: NC Zip: 28303 Contact No: 9196064696 Email: cdb1971@gmial.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Dustin Blackwell Phone # 9196064696

PROPERTY LOCATION: Subdivision: Pittman Crossing Lot #: 11 Lot Size: 1.085
State Road # _____ State Road Name: 219 Fairfax Drive Map Book & Page: 2015, 246
Parcel: 039588 0603 17 PIN: 9588-53-3421.000
Zoning: RA20 Flood Zone: NA Watershed: X Deed Book & Page: 3297, 0787 Power Company*: Duke

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

PROPOSED USE:

- SFD: (Size 35 x 54) # Bedrooms: 3 # Baths: 2 1/2 Basement(w/wo bath): _____ Garage: Deck: Crawl Space: _____ Slab: Monolithic Slab: _____
(Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms))
- Mod: (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes () no Any other site built additions? () yes () no
- Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms: _____ Garage: _____ (site built? _____) Deck: _____ (site built? _____)
- Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____
- Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees _____
- Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes () no

Water Supply: County _____ Existing Well _____ New Well (# of dwellings using well _____) *Must have operable water before final

Sewage Supply: New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) _____ County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes () no

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

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

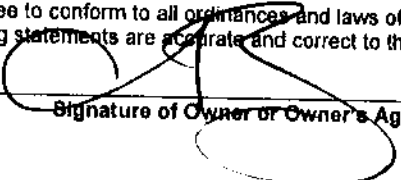
Required Residential Property Line Setbacks:

	Minimum	Actual
Front	35	39
Rear	25	39.2
Closest Side	10	22
Sidestreet/corner lot		
Nearest Building on same lot		

Comments: _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 west. Right on Barbecue Church road. Right on Rosser Pittman road. Left into project.

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

6/5/17
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****

NAME: Weaver Development, Inc.

APPLICATION #: _____

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # _____

Environmental Health New Septic System Code 800

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place**. (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering **outlet end** call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code **800** for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative Conventional Any
 Alternative Other _____

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)

16/18/14
DATE

NORTH CAROLINA
HARNETT COUNTY

OFFER TO PURCHASE AND
CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 31th day of May 2017, by and between Allied Development, Inc., a North Carolina Corporation (the "Seller") and Weaver Homes, Inc., (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 hereby 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, known as Lot #11 situated in Phase II of the Pittman Crossing Subdivision, and being more particularly described in:

Recorded in Plat Slide- 2011-12, in the Harnett County North Carolina, Registry. [See attached Exhibit "A"]

2. **PURCHASE PRICE.** Buyer shall pay to Seller an amount equal to TWENTY-SEVEN THOUSAND (\$27,000.00) and 00/100 Dollars for each Lot. The total amount (\$27,000.00) shall be paid at Closing.

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, not assumed by the Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
- 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.

- C. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- D. 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.
- E. After the date of the execution of this Contract by the Seller, Buyer at Buyer's expense, shall 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.
- F. 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.
- G. If the Property is not substantially in the same condition as of the date of the offer, reasonable wear and tear excepted, then Buyer may terminate the Contract and receive a return of Earnest Money.
- 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 also shall have the right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property, if applicable. 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. Any inspections not completed prior to Closing shall be deemed waived by the Buyer.

4. CLOSING. Closing shall occur at a place designated by Buyer. Possession shall be delivered at Closing. 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 Purchase price to Seller at Closing. 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. **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:

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

Seller: Allied Development, Inc.
350 Wagoner Dr.
Fayetteville, N C 28303
Att: Neal McLeod

10. **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.

11. **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.

12. **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.

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

14. **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.

15. ASSIGNMENT. This Contract may be assigned by Buyer without the prior written consent to the assignment by Seller.


16. 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.

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

18. 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.

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.


SELLER:



(SEAL)
ALLIED DEVELOPMENT, INC.
By: Neal McLeod
CFO, Weaver Companies

Date: 5-31-17

BUYER:



(SEAL)
WEAVER HOMES, INC.
By: E. Frank Weaver, III
President

Date: 5/31/17



Legal Description:

LT#11 1.085AC PITTMAN CROSSING PH2 MAP#2015-246

Harnett County GIS

PID: 039588 0003 17

PIN: 9588-53-3421.000

REID:

Subdivision: 2015-246

Deeded Acreage: ac

Total Acreage: 0.85862807 ac

Account Number: 1500015399

Owners: ALLIED DEVELOPMENT INC

Owner Address : 350 WAGONER DR FAYETTEVILLE, NC 28303

Property Address: 219 FAIRFAX DR NC

City, State, Zip: , NC,

Building Count: 0

Township Code: 03

Fire Code:

Parcel Building Value: \$0

Parcel Outbuilding Value : \$0

Parcel Land Value : \$35000

Parcel Special Land Value : \$0

Total Value : \$35000

Parcel Deferred Value : \$0

Total Assessed Value : \$35000

Legal Land Units , Unit Type : 1, LT

Tax Data Last Modified:

Calculated Land Units / Type: LT ac

Neighborhood:

Actual Year Built:

Total Actual Area Heated: Sq/Ft

Sale Month and Year: 4 / 2015

Sale Price: \$231000

Deed Book & Page: 3297-0787

Deed Date:

Plat Book & Page: 2015-246

Instrument Type: WD

Vacant or Improved:

Qualified Code: Q

Transfer or Split: T

Prior Building Value: \$0

Prior Outbuilding Value : \$0

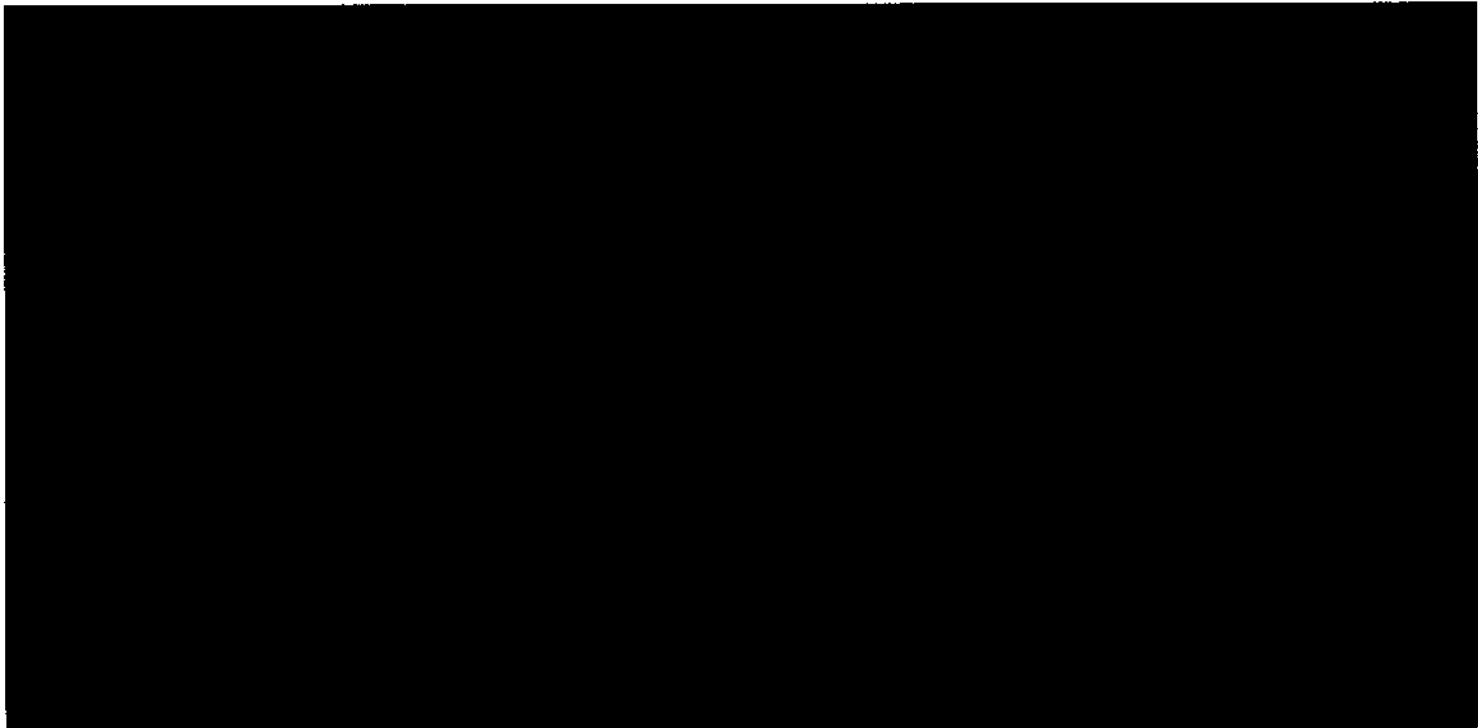
Prior Land Value : \$25000

Prior Special Land Value : \$0

Prior Deferred Value : \$0

Prior Assessed Value : \$25000

Prior Land Units: 1 ac



09/09/11

Application # _____

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

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

Subdivision _____ Lot _____
Description of Proposed Work New Construction # of Bedrooms _____
Heated SF _____ Unheated SF _____ Finished Bonus Room? _____ Crawl Space _____ Slab _____

General Contractor Information

Weaver Homes, Inc Telephone 910-630-2100
Building Contractor's Company Name
350 Wagoner Drive Fayetteville, NC 28303 rlb1971@aol.com
Address Email Address
75971

License # _____

Electrical Contractor Information

Description of Work New Service Size _____ Amps T-Pole Yes No
Jim Pope Electric Telephone 910-890-1060
Electrical Contractor's Company Name
409 Chatham St. Sanford, NC 27330
Address Email Address
21326

License # _____

Mechanical/HVAC Contractor Information

Description of Work New
Mainstream Mechanical Telephone 919-291-0450
Mechanical Contractor's Company Name
412 Lazy Branch Dr. Benson, NC 27504
Address Email Address
31005

License # _____

Plumbing Contractor Information

Description of Work New # Baths _____
Samir Johnson Plumbing Telephone 910-814-7705
Plumbing Contractor's Company Name
614 Byrd Rd. Benson, NC 27523
Address Email Address
21649

License # _____

Insulation Contractor Information

Insulation, Inc. Telephone 919-770-1974
Insulation Contractor's Company Name & Address

*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

6/22/16

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

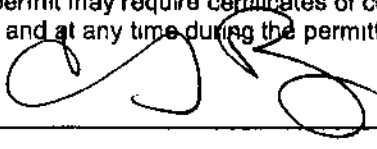
Has three (3) or more employees and has obtained workers compensation insurance to cover them

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 

Sign w/Title _____

Date 6/22/16