

Initial Application Date: 9/27/17

Application # 1750042398

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

CONTACT NAME APPLYING IN OFFICE: Dustin Blackwell Phone # 9196064696

PROPERTY LOCATION: Subdivision: Pittman Crossing Dhs. 2 Lot #: 18 Lot Size: .468  
State Road #: \_\_\_\_\_ State Road Name: 700 Pair Foot Drive Map Book & Page: 2015 / 246  
Parcel: 039 588 0003 24 PIN: 9588-53-6638.00  
Zoning RA20 Flood Zone: V Watershed: NA 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 63 x 44) # Bedrooms 3 # Baths 2 Basement (w/wo bath): \_\_\_\_\_ Garage:  Deck:  Crawl Space: \_\_\_\_\_ Slab:  Slab: \_\_\_\_\_  
(Is the bonus room finished? ( ) yes ( ) no w/ a closet? ( ) yes ( ) no (if yes add in with # bedrooms))

Mod: (Size 1 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

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

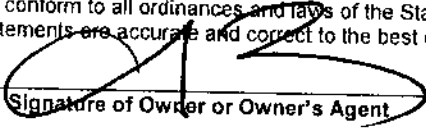
**Required Residential Property Line Setbacks:**

	Minimum	Actual
Front	25	57
Closest Side	10	23
Side street/corner lot	20	30
Nearest Building on same lot	10	—

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

8/31/15

Date

9/24/15

\*\*\*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. 2015-246

SITE PLAN APPROVAL  
 DISTRICT RAZOR USE SFD

#BEDROOMS 3

9.27.17 djouism

ZONING ADMINISTRATOR.

SAVANNAH CT. 50' R/W

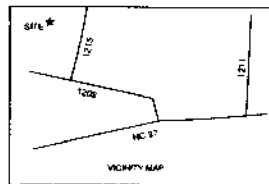
18  
 0.468 AC.

FAIRFAX DR. 50' R/W

MAP REFERENCE: MAP NO. 2015-246

CURVE	RADIUS	LENGTH	CHORD	CH.BEARING
C-1	225.00'	65.28'	65.05'	S 62°50'06"W
C-2	25.00'	34.14'	31.55'	N 86°20'58"W
C-3	25.00'	21.02'	20.41'	N 23°07'38"W
C-4	50.00'	14.25'	14.21'	N 07°14'06"W

MINIMUM BUILDING SETBACKS  
 FRONT YARD --- 35'  
 REAR YARD --- 25'  
 SIDE YARD --- 10'  
 CORNER LOT SIDE YARD --- 20'  
 MAXIMUM HEIGHT --- 35'



TOWNSHIP		COUNTY	
BARBEQUE		HARNETT	
STATE: NORTH CAROLINA		DATE: SEPTEMBER 24, 2017	
ZONE: R-20R	WATERSHED DISTRICT:	TAX PARCEL ID#	PN#

BENNETT SURVEYS		F-1304	
1662 CLARK RD. LILLINGTON, N.C. 27546 (910) 893-5252			
SURVEYED BY:		FIELD BOOK:	
DRAWN BY: RVB		DRAWING NO.:	
CHECKED & CLOSURE BY:		17512	

HARNETT COUNTY CASH RECEIPTS

\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: DJOHNSON Type: CP Drawer: 1  
Date: 9/27/17 54 Receipt no: 97011

Year	Number	Amount
2017	50042398	
20 SAVANNAH CT		
SANFORD, NC 27332		
B4	BP - ENV HEALTH FEES	\$750.00

NEW

WEAVER DEVELOPMENT

Tender detail	
CP CREDIT CARD	\$750.00
Total tendered	\$750.00
Total payment	\$750.00

Trans date: 9/27/17 Time: 13:50:34

\*\* THANK YOU FOR YOUR PAYMENT \*\*



NORTH CAROLINA  
HARNETT COUNTY

OFFER TO PURCHASE AND  
CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 21<sup>st</sup> day of September, 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 #18 and 19 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 (\$54 ,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.

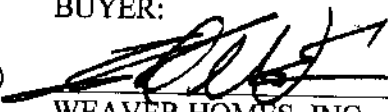
IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "seal" beside their signatures below.

SELLER:

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

Date: 9/21/17

BUYER:

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

Date: 9.21.17