

Initial Application Date: 9/21/17

Application # 17-50042399  
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 PHS 2 Lot #: 19 Lot Size: .49  
State Road # \_\_\_\_\_ State Road Name: 275 Fairway DRIVE Map Book & Page: 2015 / 246  
Parcel: 039588 0003 25 PIN: 9588-53-7737.000  
Zoning: RA20R Flood Zone: X 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 35 x 54) # Bedrooms 4 # Baths 2.5 Basement (w/wo bath): \_\_\_\_\_ Garage:  Deck: \_\_\_\_\_ Crawl Space: \_\_\_\_\_ Slab  Slab: \_\_\_\_\_  
(Is the bonus room finished? ( ) yes ( ) no w/ a closet? ( ) yes ( ) no (if yes add in with # bedrooms)

Mcd (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

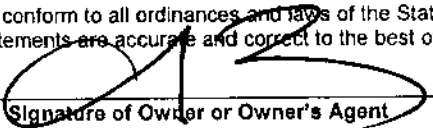
Structures existing on tract: Single family dwellings \_\_\_\_\_ Proposed \_\_\_\_\_ Manufactured Homes \_\_\_\_\_ Other (specify): \_\_\_\_\_

Required Residential Property Line Setbacks:	Minimum	Actual
Front	25	39
Rear	25	173
Closest Side	10	22.7
Sidestreet/corner lot	20	—
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

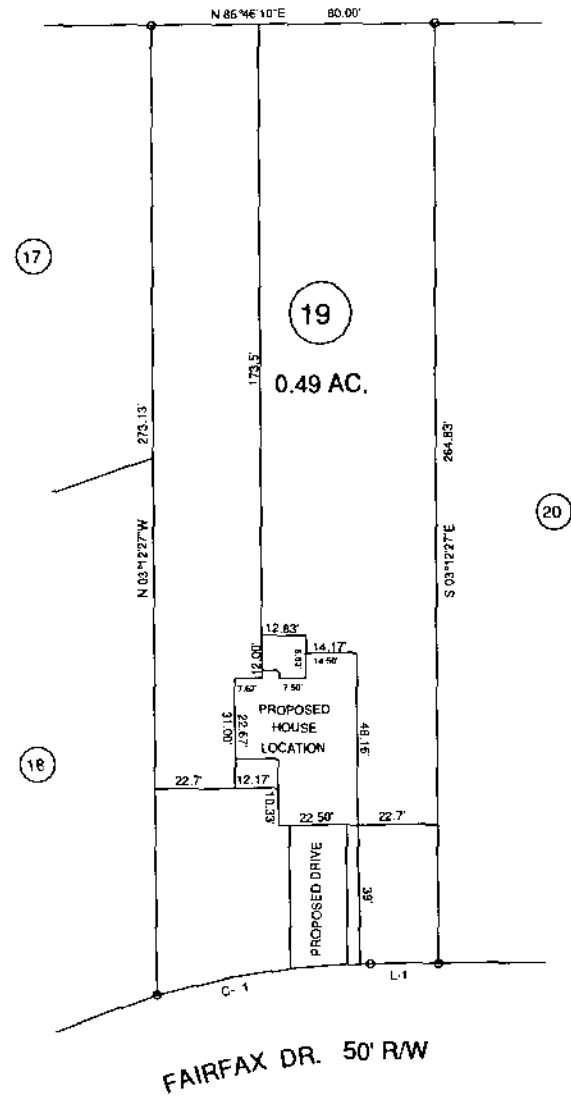
\*\*\*It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect 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 RA20R USE SFD  
 #BEDROOMS 4  
9.27.17 dyounsm  
 ZONING ADMINISTRATOR

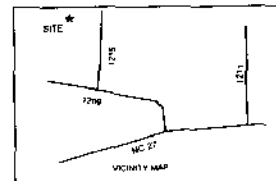
MAP REFERENCE: MAP NO. 2015-246



CURVE	RADIUS	LENGTH	CHORD	CH. BEARING
C-1	225.00'	61.44'	61.25'	S 76°58'26\"W

COURSE	BEARING	DISTANCE
L-1	S 86°47'33\"W	19.32'

MINIMUM SETBACKS  
 FRONT YARD - 30'  
 REAR YARD - 25'  
 SIDE YARD - 10'  
 CORNER LOT SIDE YARD - 20'  
 MAXIMUM HEIGHT - 35'



PROPOSED PLOT PLAN - LOT - 19  
 PITTMAN CROSSING S/D, PHASE II

TOWNSHIP	BARBECUE	COUNTY	HARNETT
STATE	NORTH CAROLINA		
DATE	SEPTEMBER 24, 2017		
ZONING	WATERSHED DISTRICT	TAX PARCEL ID#	PN #
RA20R			

BENNETT SURVEYS F-1304  
 1862 CLARK RD., JILLINGTON, N.C. 27546  
 (910) 893-5252

12 5' 0 25'	SURVEYED BY	FIELD BOOK
SCALE: 1" = 50'	DRAWN BY RVB	DRAWING NO.
CHECKED & CLOSURE BY.		17511

HARNETT COUNTY CASH RECEIPTS

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

Oper: DJOHNSON      Type: CP    Drawer: 1  
Date: 9/27/17 54    Receipt no: 97010

Year	Number	Amount
2017	50042399	
275 FAIRFAX DR		
SANFORD, NC 27332		
84	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: 13:49:23

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

NAME: Weaver Development, Inc.

APPLICATION #: 42399

**\*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 800-637-3949 to locate the lines. This is a free service

The Board of Health, Application and Control Unit, the Information Provided Hereon is True, Complete and Correct. Authorized County and State Personnel are Granted Right of Entry to the Property to Perform the Inspection. Code Applicable to this Application is \_\_\_\_\_ Under and Unit is Solely Responsible for the Proper Identification and Labeling of All Property Lines and Closures and Making the Site Accessible So That a Complete Site Evaluation Can Be Performed.

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

  
 DATE  
9/24/17 16/10



Legal Description:  
LT#19 0.49AC PITTMAN CROSSING PH2  
MAP#2015-246



PID: 039588 0003 25  
PIN: 9588-53-7737.000  
REID:  
Subdivision: 2015-246  
Deeded Acreage: ac  
Total Acreage: 0.49488122 ac  
Account Number: 1500015399  
Owners: ALLIED DEVELOPMENT INC  
Owner Address : 350 WAGONER DR FAYETTEVILLE, NC 28303  
Property Address: 275 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: 00355  
Actual Year Built:  
TotalAcutalAreaHeated: 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:  
QualifiedCode: Q  
Transfer or Spilt: 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: ac

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