

Initial Application Date: 11-18-03

Application # C-5-8250

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Craig Taylor Mailing Address: 515 Lawrence Rd.
City: Broadway State: NC Zip: 27505 Phone #: _____

APPLICANT: Eric Flowers Mailing Address: PO 1482
City: Lillington State: N.C. Zip: 27546 Phone #: 910 893-4692

PROPERTY LOCATION: SR #: 2013 SR Name: Avery Rd.
Parcel: 02-0588-0002-01 PIN: 0588-83-8438
Zoning: R130 Subdivision: Della Lane Subo. Lot #: 3 Lot Size: 2.395 ac
Flood Plain: X Panel: 111 Watershed: _____ Deed Book/Page: OTP Plat Book/Page: 2003-1037

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 421 toward Erwin. Right on Avery Road, Right on Della Lane (Taylor Place)

PROPOSED USE:

- ☒ Sg. Family Dwelling (Size 42x142 # of Bedrooms 3 # Baths 2 Basement (w/wo bath) _____ Garage 24x24 Deck Det.
☐ Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
☐ Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
Comments: _____
☐ Number of persons per household _____
☐ Business Sq. Ft. Retail Space _____ Type _____
☐ Industry Sq. Ft. _____ Type _____
☐ Home Occupation (Size _____ x _____) # Rooms _____ Use _____
☐ Accessory Building (Size _____ x _____) Use _____
☐ Addition to Existing Building (Size _____ x _____) Use _____
☐ Other _____

Water Supply: ☒ County ☐ Well (No. dwellings _____) ☐ Other

Sewage Supply: ☒ New Septic Tank ☐ Existing Septic Tank ☐ County Sewer ☐ Other

Erosion & Sedimentation Control Plan Required? YES ☒ NO

Structures on this tract of land: Single family dwellings _____ Manufactured homes _____ Other (specify) 24x24 Det.

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES ☒ NO

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35</u>	<u>75</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>45</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u>11</u>		

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Eric R. Flowers
Signature of Owner or Owner's Agent

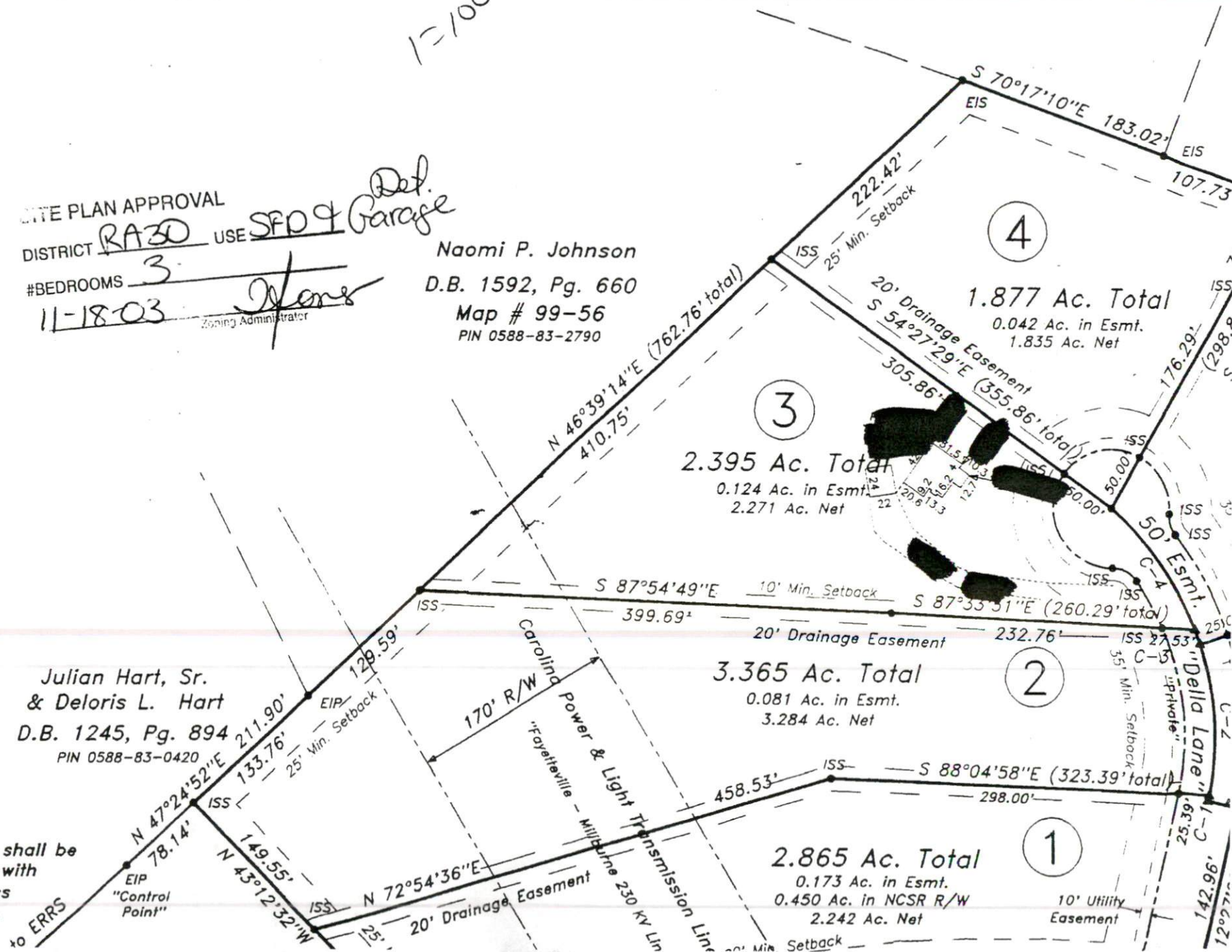
11-18-03
Date

This application expires 6 months from the date issued if no permits have been issued

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

del 11/20 N

0.042 Ac. in Esmt.
1.835 Ac. Net



OFFER TO PURCHASE AND CONTRACT

Eric Flowers and wife, Rita P. Flowers, as Buyer,
Larry Craig Taylor, as Seller,
hereby offers to purchase and upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Erwin, State of North Carolina, being known as and more particularly described as:

Street Address Lot 3, Della Lane Subdivision Zip _____
Legal Description: _____ County Hamett

(☐ All ☒ A portion of the property in Deed Reference: Book 1677, Page No. 181, Hamett County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: n/a Vacant Land

4. **PURCHASE PRICE:** The purchase price is \$19,000.00 and shall be paid as follows:
(a) \$ 0 EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other _____, as to be deposited and held in escrow by _____

escrow agent, until the sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____
(c) \$ _____, 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.

(d) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) \$ 19,000.00, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before _____, effective through the date of closing, for a
☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other _____ in the principal amount of
☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ for a term of _____ year(s), at an interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: _____

In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for _____ purposes.
Residential

(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by 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.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
n/a

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Owners' association dues, and other like charges shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing.

Harnett County Planning Department
Central Permitting
PO Box 65, Lillington, NC 27546
910-893-4759

In order to provide the best customer service, Central Permitting staff compiled a list of procedures that helps to ensure successful permitting processes. Please follow steps necessary to expedite your plans.

☒ Environmental Health New Septic Systems Test
Place "property flags" in each corner of lot. All property lines must be clearly flagged approximately every 50 feet between corners.

- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- 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. *No grading of property should be done.*
- After preparing proposed site telephone Environmental Health @ 893-7547 for questions on soil evaluation and confirmation number. Environmental Health will not begin soil evaluations until you call for confirmation number. Environmental Health is the source for all matters concerning testing and scheduling once application is completed at Central Permitting.

☐ Environmental Health Existing Tank Inspections

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover.
- After preparing trapdoor call Environmental Health @ 893-7547 for confirmation number. Please be prepared to answer the following - The applicant's name, physical property location and the last four digits of your application number.

☐ Fire Marshal Inspections

- Call Fire Marshal's office @ 893-7580 for all inspections.
- Prior to requesting final Building Inspection call Fire Marshal's office @ 893-7580 for inspection.
- Pick up Fire Marshal's letter and place on job site until work is completed.

☐ Public Utilities

- Please stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

☐ Building Inspections

- Call Building Inspections @ 893-7527 to request any inspection.
- For new housing/set up permits ensure you meet E 911 / Addressing prior to calling for final inspection.

☒ E911 Addressing

- Address numbers must be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day.
- At entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Call E911 Addressing @ 814-2038 for any questions.

Applicant Name: (Please Print) Eric R. Flowers
Applicant Signature: Eric R. Flowers Date 11-18-03