



Initial Application Date: _____

Application # _____

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: Patrick Lyerly Mailing Address: 1105 Capitata Xing
APEX NC 27502 9196693371 Lyerlyj21@gmail.com
City: State: Zip: Contact No: Email:

APPLICANT*: Jason Matthews Mailing Address: 6105 Lake Wheeler Rd
City: Raleigh State: NC Zip: 27603 Contact No: 919 8303482 Email: jt matt 79@gmail.com
*Please fill out applicant information if different than landowner

ADDRESS: Lot 4 South River Rd, Lillington PIN: 0650-15-1996.000

Zoning: Flood: no Watershed: yes Deed Book / Page: 3097/646

Setbacks - Front: 4.70' Back: 600' Side: 100' Corner: 100'

PROPOSED USE:

SFD: (Size 72 x 95) # Bedrooms: 4 # Baths: Basement (w/wo bath): X Garage: Deck: Crawl Space: Slab: Slab:
TOTAL HTD. SQ. FT. 3000 GARAGE SQ. FT. (Is the bonus room finished? () yes (X) no w/ a closet? () yes () no (if yes add in with # bedrooms)

Modular: (Size x) # Bedrooms # Baths Basement (w/wo bath) Garage: Site Built Deck: On Frame Off Frame
TOTAL HTD. SQ. FT. (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: TOTAL HTD. SQ. FT.

Home Occupation: # Rooms: Use: Hours of Operation: #Employees:

Addition/Accessory/Other: (Size x) Use: Closets in addition? () yes () no
TOTAL HTD. SQ. FT. GARAGE

Water Supply: X County Existing Well New Well (# of dwellings using well) *Must have operable water before final
(Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: X New Septic Tank Expansion Relocation Existing Septic Tank County Sewer
(Complete Environmental Health Checklist on other side of application if Septic)

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: 1 Manufactured Homes: Other (specify):

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: Patrick Lyerly Date: 9/22/2023

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

APPLICATION CONTINUES ON BACK

strong roots • new growth

****This application expires 6 months from the initial date if permits have not been issued****

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)

Environmental Health New Septic System

- **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.**

Environmental Health Existing Tank Inspections

- 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**

"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"

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 _____

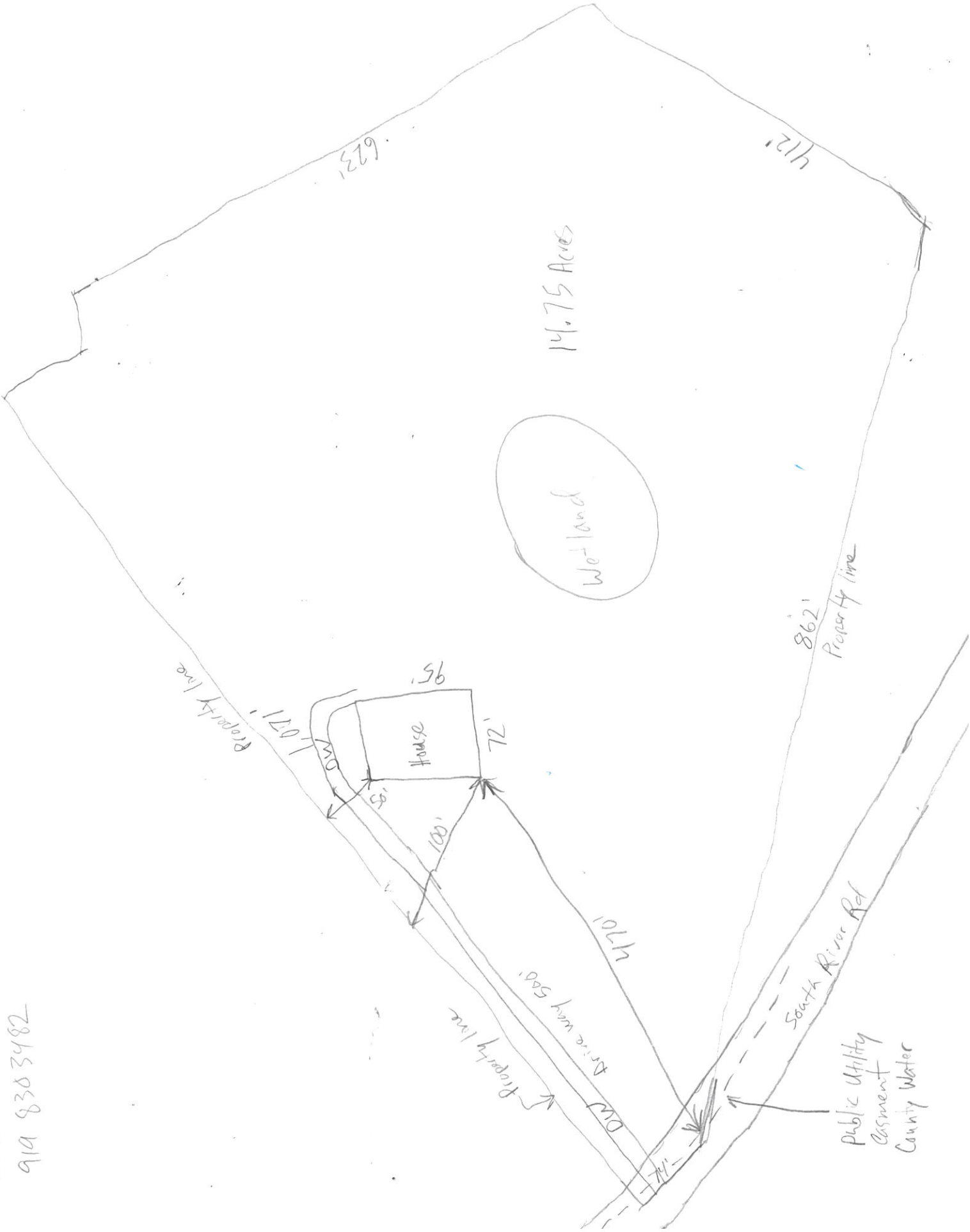
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- 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. basement daylight drain
 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.

Jason Matthews
919 830 3482



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

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a 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":** EastCo Properties and/or Assignees

(b) **"Buyer":** Jason Matthews, Kimberly Matthews

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.)

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: Lot 4 S River Road
City: Lillington Zip: 27546
County: Harnett, 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 4, Block/Section _____, Subdivision/Condominium 10 Arros
_____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 0650-15-1996-000

Other description: LT#4 JUDITH S ARNOLD HEIRS 14.83ACS M#2011-611

Some or all of the Property may be described in Deed Book 3097 at Page 0646



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.
Buyer initials [Signature] Seller initials CS



STANDARD FORM 12-T
Revised 7/2023
© 7/2023

(d) "Purchase Price":

\$ 130,000.00
\$ n/a

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)

\$ 2,000.00

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.

\$ n/a

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, TIME BEING OF THE ESSENCE by cash official bank check wire transfer electronic transfer

\$ n/a

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).

\$ n/a

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$ 128,000.00

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, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name): D. R. Wells Law, PLLC
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

Buyer initials EM Seller initials CB

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. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 8/24/2023

DocuSigned by: Jason Matthews
Buyer: Jason Matthews
Date: 8/24/2023

DocuSigned by: Kimberly Matthews
Buyer: Kimberly Matthews

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Date: _____

Seller: _____
EastCo Properties and/or Assignees

Date: _____

Seller: _____

Entity Seller: _____
EastCo Properties and/or Assignees
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Crystal P. Bridges

Name: Crystal P. Bridges
Print Name

Title: President

Date: 8-28-23

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE 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: _____

SELLER NOTICE ADDRESS:

Mailing Address: 3420 W. Zion Church Rd.
Shelby, NC 28150

Seller Fax #: _____

Seller E-mail: Closings@eastcoproperties.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Hometowne Realty - Garner
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: C20884

Mailing Address: 200 US Hwy 70 E, Garner, NC 27529

Individual Selling Agent: Dottie Dunn
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 280154

Selling Agent Phone#: (919)749-8066

Selling Agent Fax#: _____

Selling Agent E-mail: Dottie.realtor@gmail.com

Listing Firm Name: _____
Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

Buyer initials [Signature] Seller initials CB