

Initial Application Date: 4-12-01

Application #01- 01-5-1782

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793

LANDOWNER: Nelson Durane Currin Address: 1044 Fleming Rd.  
City: COATS State: NC Zip: 27512 Phone #: 910 897-7630

APPLICANT: Jesus Lopez Address: PO Box 202  
City: COATS State: NC Zip: 27521 Phone #: 910 230-4045

PROPERTY LOCATION: SR #: 1551 SR Name: Sites ~~Moore~~ Bailey Crossroad Deanne Ln. Benson NC  
Parcel: 07-1611-0058-20 PIN: 1611-24-7075 27504  
Zoning: RA20m Subdivision: Quail Hollow Subdivision Phase III Lot #: 20 Lot Size: 0.43  
Flood Plain: X Panel: 110 Watershed: UA Deed Book/Page: 888/528 Plat Book/Page: 99-20

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take Hwy 421 to ~~the~~ Coats Turn left  
onto Ebenezer Ch. Rd. go to stop sign. Turn left  
onto Bailey's Crossroad. 2nd left is Deanne. 1st lot on  
left.

PROPOSED USE:

Sg. Family Dwelling (Size 28 x 60) # of Bedrooms 4 Basement — Garage — Deck —

Multi-Family Dwelling No. Units — No. Bedrooms/Unit —

Manufactured Home (Size 28 x 60) # of Bedrooms 4 Garage — Deck — 2001

Comments: 2 Bath

Number of persons per household 4

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

Sewer:  Septic Tank/ Existing: YES NO  County  Other

Erosion & Sedimentation Control Plan Required? YES  NO

Structures on this tract of land: Single family dwellings — Manufactured homes 1 Other (specify) Accessories

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>70</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>48+15</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u>—</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.

Jesus Cosme Lopez  
Signature of Applicant

4/12/01  
Date



Jammiie Robinson

Review Officer

**SITE PLAN APPROVAL**

1 = 100

DISTRICT PA20m USE DwmH

#BEDROOMS 4

**NORTH CAROLINA  
HARNETT COUNTY**

This Map/Plat was presented for registration and recording on

in this office at Map Number 99-20

This 14th day of January 1999

at 10:55 o'clock A m.

**KIMBERLY S. HARGROVE**  
Register of Deeds

By Elana McLean  
Asst. Deputy Register of Deeds

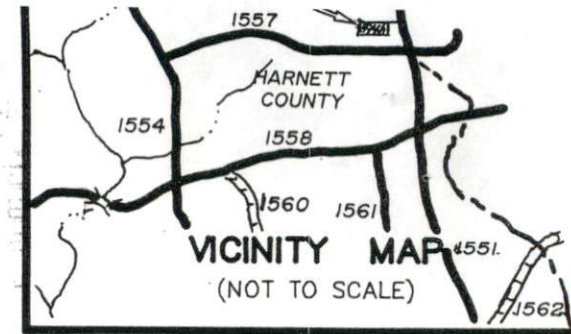
4-17-01 Theresa Jones

Zoning Administrator

Thomas J. Boyer R.S.

**Required Property Line Setbacks**

	Minimum	Actual
Front	<u>35</u>	<u>30</u>
Side	<u>10</u>	<u>48</u>
Corner	<u>20</u>	<u>48</u>
Rear	<u>20</u>	<u>48</u>
Nearest Building	<u>10</u>	<u>48</u>

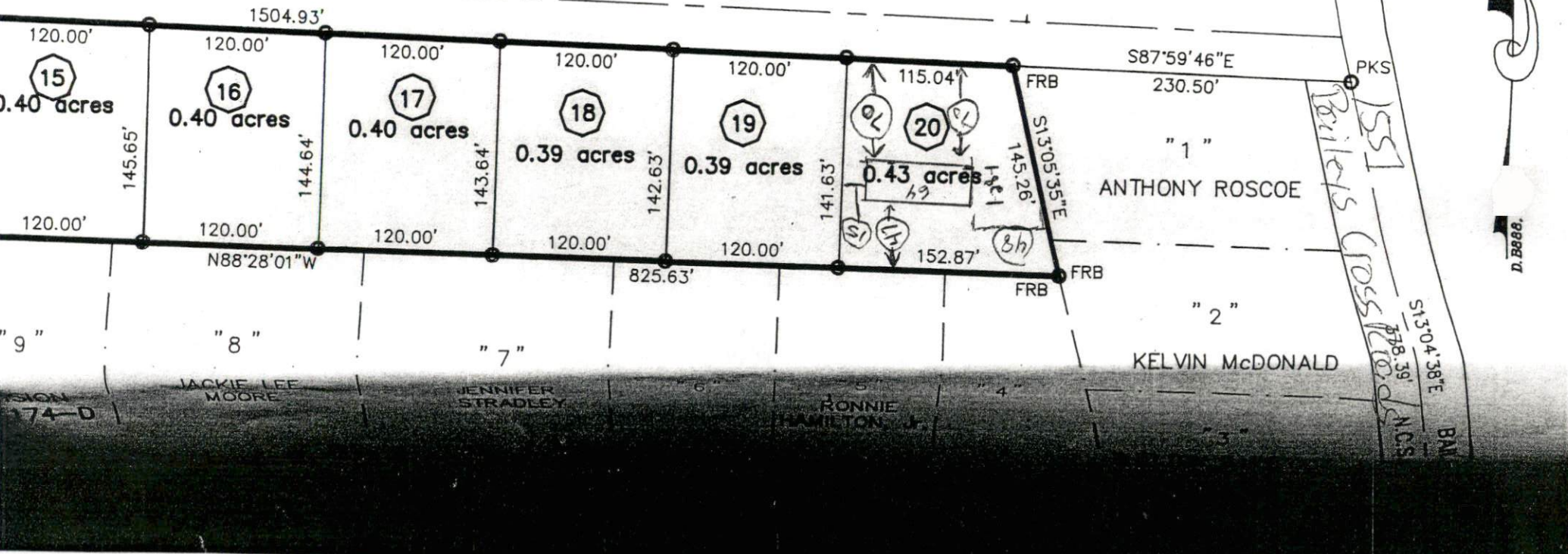


(PUBLIC ROAD)

McCall Lane

NATURAL DRAINAGE AREA

20' x 15' Drainage Easement



D. 2888



Craig Matthews Realty, Inc.
PO Box 399
156 S. McKinley St.
Coats, NC 27521
Phone: 910-897-5676, Fax: 910-897-8885

OFFER TO PURCHASE AND CONTRACT

Jesus Lopez

as Buyer, hereby offers to purchase and

Durane Currin

as Seller, 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 rural Benson, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address Lot 20 Deanne Ln - 69 Deanne Lane Zip 27504 Legal Description Lot 20, Quail Hollow Subdivision Phase III

( All A portion of the property in Deed Reference: Book 888, Page No. 528, Harnett County.)

NOTE: Prior to signing this 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, shades, drapery rods and curtain rods, brackets and all related 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 other items attached or affixed to the Property, EXCEPT the following items: n/a

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

4. PURCHASE PRICE: The purchase price is \$ 16,900 and shall be paid as follows:

(a) \$ 100.00, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: n/a to be deposited and held in escrow by Craig Matthews Realty, Inc.

("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) \$ n/a, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 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.

(d) \$ n/a, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 16,800, 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) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: Land/Home Pkg. loan at a Fixed Rate Adjustable Rate in the principal amount of n/a (plus any financed VA Funding Fee or FHA MIP) for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within 5 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before April 06, 2001 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of

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Buyer(a) [Signature]

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receipt of Seller's request, Seller may terminate contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. 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 Closing costs (including loan discount points), those costs are as follows:

n/a  
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.

(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 pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:

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

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) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0 per n/a.

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.  
 Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) Land

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before n/a.

Seller shall provide written notice to Buyer of Seller's response within n/a days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except n/a there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon



Buyer(s) [Signature]

Selling Agent/Firm/Phone Denise Matthe...raig Matthews Realty, Inc./910-897-5676

Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent  
(owner)

Listing Agent/Firm/Phone Durane Currin (owner/agent)/Craig Matthews Realty, Inc./910-897-5676

Acting as  Seller's (sub)Agent  Dual Agent

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Standard Form 2, Offer to Purchase and Contract

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Completed by - Craig Matthews, Broker, Craig Matthews Realty, Inc.

Buyer(s)

*[Handwritten initials]*



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