

Initial Application Date: 12/27/01

Application # 01-50003690

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Holloway Const. Co. Mailing Address: 16906 S. Staff Rd  
City: Fayetteville State: NC Zip: 28306 Phone #: (910) 237-2808

APPLICANT: Holloway Const. Co. Mailing Address: 16906 S. Staff Rd  
City: Fayetteville State: NC Zip: 28306 Phone #: (910) 237-2808

PROPERTY LOCATION: SR #: 1117 SR Name: Nursery Road  
Parcel: 01-0536-0028-54 PIN: 0506-96-2218 070  
Zoning: RA-2 Subdivision: Woodshire Lot #: 17 Lot Size: .44A  
Flood Plain: Y Panel: 0155 Watershed: nln Deed Book/Page: OTP Plat Book/Page: 2001/1298

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 210 to Ray Rd. Turn right  
caution light turn right go to Nursery Road  
turn right subdivision past Anderson Creek  
Golf Club entrance on right side

PROPOSED USE:

- Sg. Family Dwelling (Size 55 x 48) # of Bedrooms 3 # Baths 2 Basement (w/wo bath) 1 1/2 Garage Doubled Deck
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_
- Comments: \_\_\_\_\_
- Number of persons per household \_\_\_\_\_ Number of Employees at business \_\_\_\_\_
- 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 New Construction

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 1 prop Manufactured homes \_\_\_\_\_ Other (specify) \_\_\_\_\_

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>36'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>20.8'</u>	Corner	<u>20'</u>
Nearest Building	<u>10'</u>	<u>_____</u>		

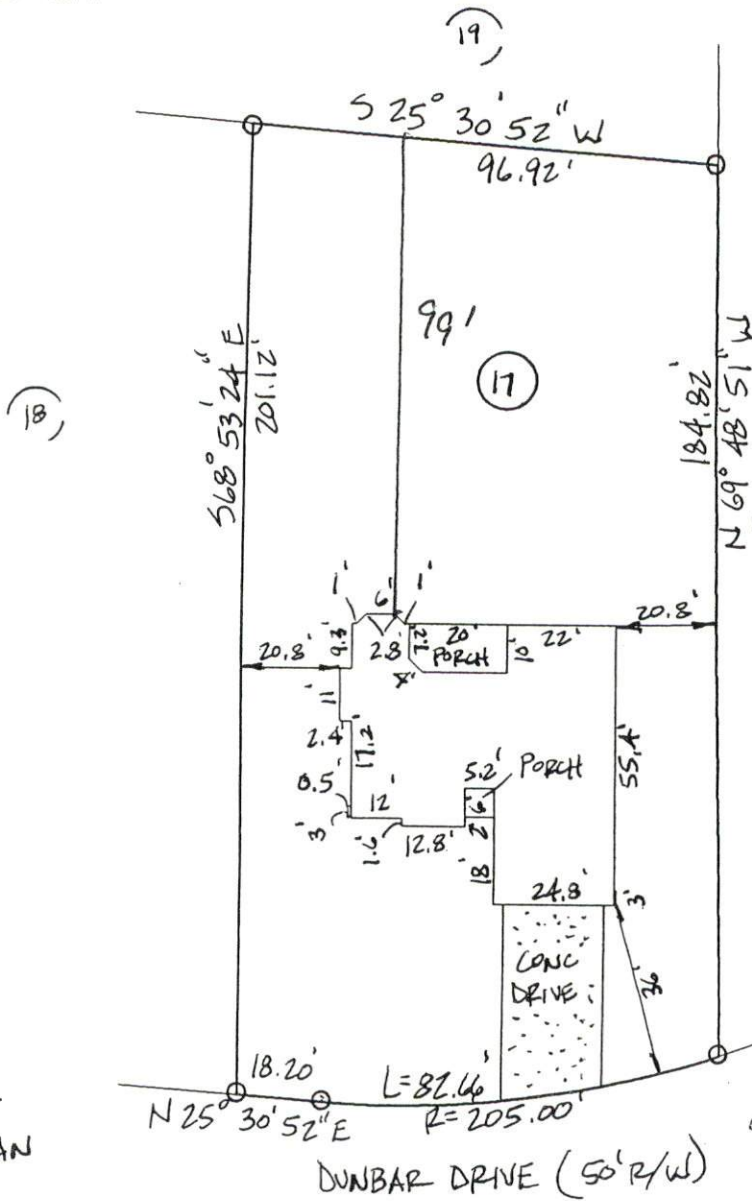
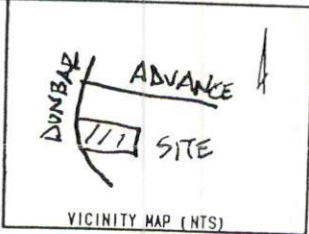
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

[Signature]  
Signature of Applicant

12/27/01  
Date

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

THIS WILL CERTIFY THAT THE DWELLING IS  IS NOT  LOCATED IN A FLOOD HAZARD AREA, AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.



**SITE PLAN APPROVAL**  
 DISTRICT PA-ZOR USE SFD  
 #BEDROOMS 3  
Z. Decker C. Bell  
 Date \_\_\_\_\_ Zoning Administrator

**Required Property Line Setbacks**

	Minimum	Actual
Front	35'	36'
Side	10'	10.8'
Corner	20'	
Rear	25'	99'
Nearest Building	10'	

*Catharina C. Holloway*

PROPERTY OF: HOLLOWAY CONSTRUCTION  
 ADDRESS OF: DUNBAR DRIVE  
 CITY OF: SPRING LAKE  
 COUNTY OF: HARNETT  
 TOWNSHIP OF: ANDERSON CREEK  
 DATE: 12/18/01  
 SCALE: 1" = 40'  
 REFERENCE: LOT 17, WOODSHIRE SUBDIVISION, PHASE ONE

NOTE: - NOT IN ACCORDANCE WITH GS 47-30  
 - CS 1680

\*\*NOTE\*\* THIS PLAT CAN NOT BE USED FOR RECORDATION OR ATTACHED TO A DEED TO BE RECORDED.

*Harvey H. Allen*  
 HARVEY H. ALLEN 12/18/01

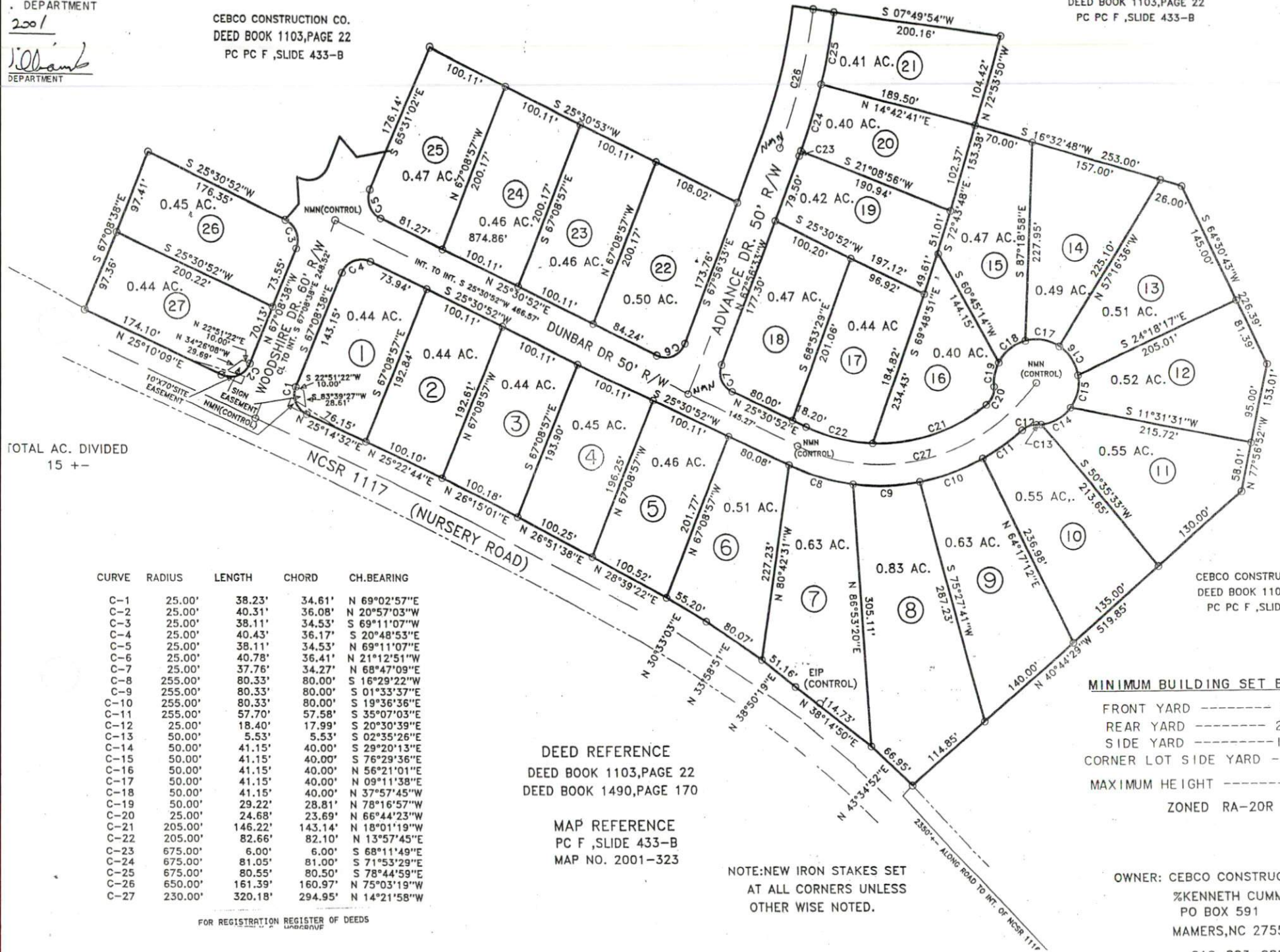
REGISTRATION NO. L-3171  
 ALLEN-ALLEN & ASSOCIATES  
 114 HALE STREET  
 FAYETTEVILLE, NORTH CAROLINA 28301  
 (910) 437-9800



REVIEWED AND  
 DEPARTMENT  
 2001  
 DEPARTMENT

CEBCO CONSTRUCTION CO.  
 DEED BOOK 1103,PAGE 22  
 PC PC F ,SLIDE 433-B

CEBCO CONSTRUCTION CO.  
 DEED BOOK 1103,PAGE 22  
 PC PC F ,SLIDE 433-B



TOTAL AC. DIVIDED  
 15 +-

CURVE	RADIUS	LENGTH	CHORD	CH.BEARING
C-1	25.00'	38.23'	34.61'	N 69°02'57"E
C-2	25.00'	40.31'	36.08'	N 20°57'03"W
C-3	25.00'	38.11'	34.53'	S 69°11'07"W
C-4	25.00'	40.43'	36.17'	S 20°48'53"E
C-5	25.00'	38.11'	34.53'	N 69°11'07"E
C-6	25.00'	40.78'	36.41'	N 21°12'51"W
C-7	25.00'	37.76'	34.27'	N 68°47'09"E
C-8	255.00'	80.33'	80.00'	S 16°29'22"W
C-9	255.00'	80.33'	80.00'	S 01°33'37"E
C-10	255.00'	80.33'	80.00'	S 19°36'36"E
C-11	255.00'	57.70'	57.58'	S 35°07'03"E
C-12	25.00'	18.40'	17.99'	S 20°30'39"E
C-13	50.00'	5.53'	5.53'	S 02°35'26"E
C-14	50.00'	41.15'	40.00'	S 29°20'13"E
C-15	50.00'	41.15'	40.00'	S 76°29'36"E
C-16	50.00'	41.15'	40.00'	N 56°21'01"E
C-17	50.00'	41.15'	40.00'	N 09°11'38"E
C-18	50.00'	41.15'	40.00'	N 37°57'45"W
C-19	50.00'	29.22'	28.81'	N 78°16'57"W
C-20	25.00'	24.68'	23.69'	N 66°44'23"W
C-21	205.00'	146.22'	143.14'	N 18°01'19"W
C-22	205.00'	82.66'	82.10'	N 13°57'45"E
C-23	675.00'	6.00'	6.00'	S 68°11'49"E
C-24	675.00'	81.05'	81.00'	S 71°53'29"E
C-25	675.00'	80.55'	80.50'	S 78°44'59"E
C-26	650.00'	161.39'	160.97'	N 75°03'19"W
C-27	230.00'	320.18'	294.95'	N 14°21'58"W

DEED REFERENCE  
 DEED BOOK 1103,PAGE 22  
 DEED BOOK 1490,PAGE 170

MAP REFERENCE  
 PC F ,SLIDE 433-B  
 MAP NO. 2001-323

NOTE:NEW IRON STAKES SET  
 AT ALL CORNERS UNLESS  
 OTHER WISE NOTED.

MINIMUM BUILDING SET BACKS  
 FRONT YARD ----- 35'  
 REAR YARD ----- 25'  
 SIDE YARD ----- 10'  
 CORNER LOT SIDE YARD -- 20'  
 MAXIMUM HEIGHT ----- 35'  
 ZONED RA-20R

OWNER: CEBCO CONSTRUCTION INC.  
 %KENNETH CUMMINGS  
 PO BOX 591  
 MAMERS,NC 27552-0591

FOR REGISTRATION REGISTER OF DEEDS  
 UNDERNOV

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) RAW 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 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 none 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 in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before HOLLOWAY CONSTRUCTION CO. at a place designated by Buyer. The deed is to be made to

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing:  Buyer Possession Before Closing Agreement is attached. OR  Seller Possession After Closing Agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

closing upon construction loan closing.

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

8. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

9. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

10. SURVIVAL: 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.

1. 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. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

2. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

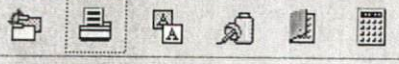
\*YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Buyer: 11/15/01 Date: \_\_\_\_\_  
 Buyer: Patricia Holloway (Seal) Seller: [Signature] (Seal)  
 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Buyer: \_\_\_\_\_ (Seal) Seller: \_\_\_\_\_ (Seal)

Buyer's Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

By: \_\_\_\_\_ Firm: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Listing Agent/Firm/Phone: Christine Ellington FLYND PROPERTIES 424-0207  
 Acting as  Buyer's Agent  Seller's (sub) Agent  Dual Agent  
 Listing Agent Firm Phone: \_\_\_\_\_  
 Acting as  Seller's (sub) Agent  Dual Agent



12/27/2001 11:15:58 AM



Location ID	78936		
PARCEL NUMBER	01-0536 - -0028 -54-		
PIN	0506-96-2218.000		
Location address	381 DUNBAR DR		01
Primary related party	CEBCO CONSTRUCTION INC		

LOT#17 WOODSHIRE S/D .44 AC  
 MAP#2001/1298 1 LOT  
 1125 Gentry RD / Emanuel Black  
 1117 Nursery RD  
 0155  
 MA AA-ZOR