

Cont# 429  
7-26-98

EH

APPLICATION FOR ENVIRONMENTAL HEALTH IMPROVEMENT PERMIT  
PROPERTY DESCRIPTION/LAND USE PERMIT

LANDOWNER INFORMATION:

NAME: DUSTIN B. BETHA  
ADDRESS: 311 PIERRE DR.  
FAVETTEVILLE N.C. 28303  
PHONE: 919-775-4744 910-326-0450 H

APPLICANT INFORMATION:

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_ W \_\_\_\_\_ H \_\_\_\_\_

PROPERTY LOCATION:

Street Address Assigned 09 9567-01-0006-48  
SR # 12N RD. NAME Ponderosa Rd TOWNSHIP 09 FIRE \_\_\_\_\_ RESCUE \_\_\_\_\_  
TAX MAP NO. 956700 PARCEL NO. 0142 FLOOD PLAIN \_\_\_\_\_ PANEL \_\_\_\_\_  
SUBDIVISION Carolina Seasons LOT # 74 LOT/TRACT SIZE \_\_\_\_\_  
ZONING DISTRICT N/A DEED BOOK 0092 PAGE 299 CHS  
MORTGAGE DIST. \_\_\_\_\_ WATER DIST. \_\_\_\_\_ PLAT BOOK ON PAGE 216

Give Directions to the Property from Lillington: TAKE 27 from Lillington to Ponderosa Rd - Take Ponderosa Rd to Ponderosa Trail - Take Ponderosa Trail to Fern Ridge - Take Fern Ridge to Greenlink - Take Greenlink to Sunrise Ct. Lot 470.

- Proposed Use:** 2g Family Dwelling (Single) # of Bedrooms 4 Basement \_\_\_\_\_  
Garage 20x20 Deck \_\_\_\_\_ (size \_\_\_\_\_ x \_\_\_\_\_)  
 Multi-Family Dwelling No. Units \_\_\_\_\_ (size \_\_\_\_\_ x \_\_\_\_\_)  
 Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) No. Bedrooms/unit \_\_\_\_\_  
 Deck \_\_\_\_\_ (size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_  
 Number of persons per household \_\_\_\_\_  
 Business Soft Retail Space \_\_\_\_\_ Type \_\_\_\_\_  
 Industry Soft \_\_\_\_\_ Type \_\_\_\_\_  
 Home Occupation No. Rooms/size \_\_\_\_\_ Type \_\_\_\_\_  
 Accessory Bldg. Size \_\_\_\_\_ Use \_\_\_\_\_  
 Addition to Existing Bldg. Size \_\_\_\_\_ Use \_\_\_\_\_  
 Sign Size \_\_\_\_\_ Type \_\_\_\_\_ Use \_\_\_\_\_  
 Other \_\_\_\_\_ Type \_\_\_\_\_ Location \_\_\_\_\_

Water Supply:  County  Well (No. dwellings \_\_\_\_\_)  Other  
Sewer:  Septic Tank (Existing? NO)  County  Other  
Erosion & Sedimentation Control Plan Required? Yes \_\_\_\_\_ No   
Are there any wells not on this lot but within 40 ft of the property line NO (show on Site Plan).

NOTE: A Site Plan must be attached to this Application, drawn to scale on an 8.5 by 11 sheet, showing: existing and proposed buildings, garages, driveways, decks, accessory buildings, well, and any wells within 40 feet of your property line.

<u>FEEDBACK REQUIRED</u> NTE	Actual	Minimum/Maximum Required
Front property line	35	35
Side property line	7+	10
Corner side line		15
Rear Property Line	100+	25
Nearest building		10
Street		
Percent Coverage		

Are there any other structures on this tract of land? no  
 No. of single family dwellings \_\_\_\_\_ No. of manufactured homes \_\_\_\_\_  
 Other (specify & number) \_\_\_\_\_

Does the property owner of this tract of land own any land that contains a manufactured home within five hundred feet of the tract listed above? Yes \_\_\_\_\_ No X

I hereby CERTIFY that the information contained herein is true to the best of my knowledge; and by accepting this permit shall in every respect conform to the terms of this application and to the provisions of the Statutes and Ordinances regulating development in Harnett County. Any VIOLATION of the terms above stated immediately REVOKES this PERMIT. I further understand this structure is not to be occupied until a CERTIFICATE OF COMPLETION is issued. This permit expires six months from date issued.

Dustin B. Bethel  
 Homeowner's Signature  
 (Or Authorized Agent)

July 12, 1998  
 Date

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**FOR OFFICE USE ONLY**

Copy of recorded final plat of subdivision on file? U/S

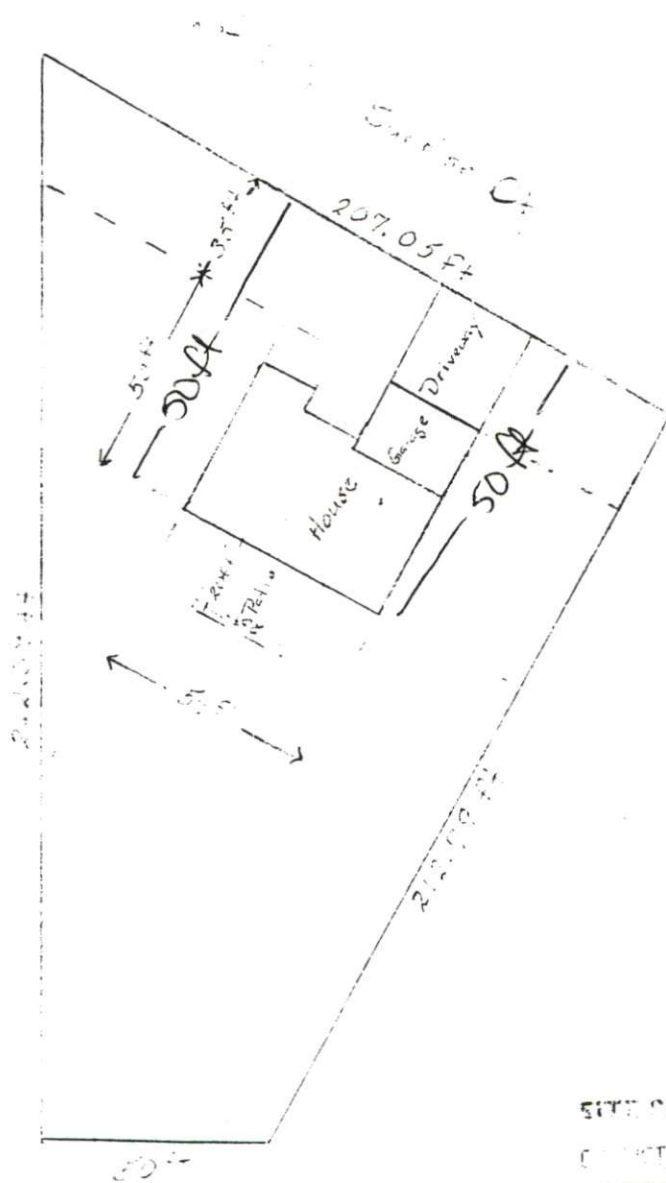
Is the lot/tract specified above in compliance with the Harnett County Subdivision Ordinance? ✓  
 Watershed Ordinance? \_\_\_\_\_  
 Mobile Home Park Ord? \_\_\_\_\_

ISSUED \_\_\_\_\_ DENIED \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. A. Hart  
 Zoning/Watershed Administrator

7-16-98  
 DATE



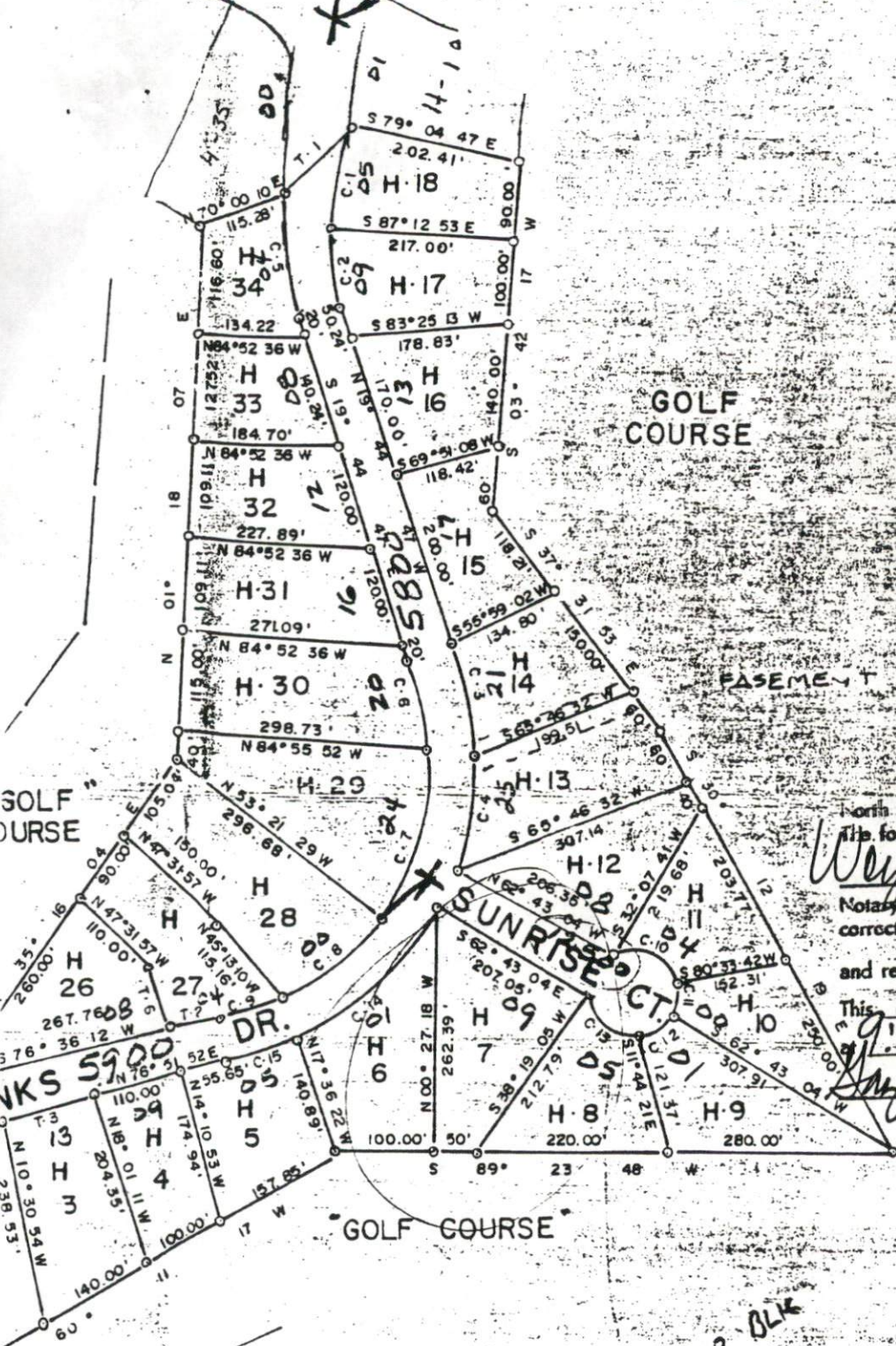
**SITE PLAN APPROVAL**

PROJECT MA USE SPD  
 BEDROOMS 4

7-16-98

*[Signature]*  
 Zoning Administrator

VICINITY MAP



I, ROBERT J. BRACKEN, REGISTERED LAND SURVEYOR NO. 1111 MORE OF THE FOLLOWING AS INDICATED TRUE:  A.  B.  C.  D.  E.  F.  G.  H.

A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A WITHIN THE AREA OF A COUNTY OR MUNICIPAL ORDINANCE THAT REGULATES PARCELS OF LAND;

B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED ORDINANCE THAT REGULATES PARCELS OF LAND;

C. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING OF LAND;

D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORICAL RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED EXCEPTION TO THE DEFINITION OF SUBDIVISION;

E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (g) OF THE NORTH CAROLINA REGISTERED LAND SURVEYOR ACT.

ROBERT J. BRACKEN, REGISTERED LAND SURVEYOR NO. 1111

DEED REF OF OVERALL TRACT BOOK - 916 PGS. 287-29

North Carolina - Hertford County  
 The foregoing certificate(s) of R. J. Bracken  
Weymouth - Notary of Deeds Co.  
 Notary Public (Notarios Public) is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 916 page 360D  
 This 27 day of Dec, 1994  
 at 9:15 o'clock A M  
Signature of Notary by Kathy Colema  
 Register of Deeds - Ass't. Deputy

12,500 - BLK

SECTION 2  
 P.C. E / 98 C

T	Bearing	Dist.
T-1	S 45° 55' 32W	99.05
T-2	S 76° 51' 13W	62.56
T-3	N 73° 53' 14E	105.95
T-4	N 72° 42' 46E	70.00
T-5	N 66° 47' 11E	122.58
T-6	N 33° 22' 26	101.15

OFFER TO PURCHASE AND CONTRACT

DUSTIN B. BETHEA AND WIFE ANNIE M. LOVITT BETHEA

, as Buyer,

hereby offers to purchase and

VAN R. GROCE, D/B/A GROCE PROPERTIES

, 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 CAMERON, State of North Carolina, being known as and more particularly described as:

Street Address: LOT H7, SUNRISE COURT, CAROLINA SEASONS, CAMERON, NC Zip

Legal Description:

(X) All ( ) A portion of the property in Deed Reference: Book, Page No., 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 owner's 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:

25-YEAR GOLF PACKAGE T: 11 2015 VAG PMS Umb 5-29-98

4. PURCHASE PRICE: The purchase price is \$ 26,000 and shall be paid as follows:

(a) \$ 400, EARNEST MONEY DEPOSIT ( ) cash (X) personal check ( ) bank check ( ) certified check ( ) other

to be deposited and held in escrow by COLDWELL BANKER GROCE

as escrow agent, until 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) \$ 25,600, 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 JULY 10, 1998, effective through the date of closing, for a

( ) FIIA ( ) VA (attach FIIA/VA Financing Addendum) ( ) Conventional ( ) Other CASH

loan at a ( ) Fixed Rate ( ) Adjustable Rate ( ) Other N/A in the principal amount

of N/A for a term of N/A year(s), at an interest rate not to exceed % per annum, with

mortgage loan discount points not to exceed N/A % 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 Buyers loan closing costs including

discount points, those costs are as follows: BUYER TO PAY CLOSING COSTS. 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 government regulation that would prevent the reasonable use of the real 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 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:

N/A

(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:

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 \$ 200 per YEAR.

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 all other closing expenses.

12. PROPERTY DISCLOSURE AND INSPECTI

(a) Property Disclosure:

- Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the Residential 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 upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.
- Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) \_\_\_\_\_ LOT \_\_\_\_\_
- 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. Inspections must be completed on or before \_\_\_\_\_ N/A \_\_\_\_\_ 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 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 (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) 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 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 JULY 10, 1998, at a place designated by Buyer. The deed is to be made to DUSTIN BETHEA AND WIFE ANNIE M. LOVITT BETHEA

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing:  a buyer possession before closing agreement is attached. OR,  a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

~~25-YEAR GOLF PACKAGE.~~ LOT HAS TO PERK AND CONTINGENT UPON FINAL APPROVAL OF BUYERS HOME LAND PACKAGE.

*T:11 2015 VRG DAB AMB 5-29-98*

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.

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

19. 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.

20. 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.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representation, 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. 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 "SEAL" beside their signatures below.

IF 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 making this offer.

Buyer Dustin B. Bethea (SEAL) Seller V. T. Fred Pres (SEAL)

SS/Tax ID# 591-30-8278 SS/Tax ID# \_\_\_\_\_

Buyer Annie M. Lovitt - Bethea (SEAL) Seller \_\_\_\_\_ (SEAL)

SS/Tax ID# 215-86-4845 SS/Tax ID# \_\_\_\_\_

