

Initial Application Date: 3/31/03

Application # 03-5-6183

COUNTY OF HARNETT LAND USE APPLICATION

03-

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: William R. Pope Mailing Address: P.O. Box 979  
City: Coats State: N.C. Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

APPLICANT: Jeffrey L. Pope Mailing Address: 2508 Old Buies Creek Rd  
City: Angier State: N.C. Zip: 27501 Phone #: 919-635-0220

PROPERTY LOCATION: SR #: 17609 SR Name: Old Stage Rd.  
Parcel: 01-568-0093-1A PIN: 05801-10-8127  
Zoning: RA30 Subdivision: Deep Path Farms Lot #: 3 Lot Size: 4.91 AC  
Flood Plain: Y Panel: 011P Watershed: IV Deed Book/Page: 01P Plat Book/Page: 2000-005

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 931 toward Buies Creek, RT. on Old Stage Rd towards (East) for approximately (2) miles; Turn RT. into Thornton Creek S/D; Go thru S/D turn into Deep Path Farms at break.

PROPOSED USE:

- Sg. Family Dwelling (Size 38 x 38) # of Bedrooms 4 # Baths 3 Basement (w/wo bath) \_\_\_\_\_ Garage  Deck
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_
- Comments: included in total size
- 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) \_\_\_\_\_

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

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35'</u>	<u>150'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>33'</u>	Corner	<u>410'</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 of Owner or Owner's Agent: [Signature]

Date: 3/31/03

\*\*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

22341 N

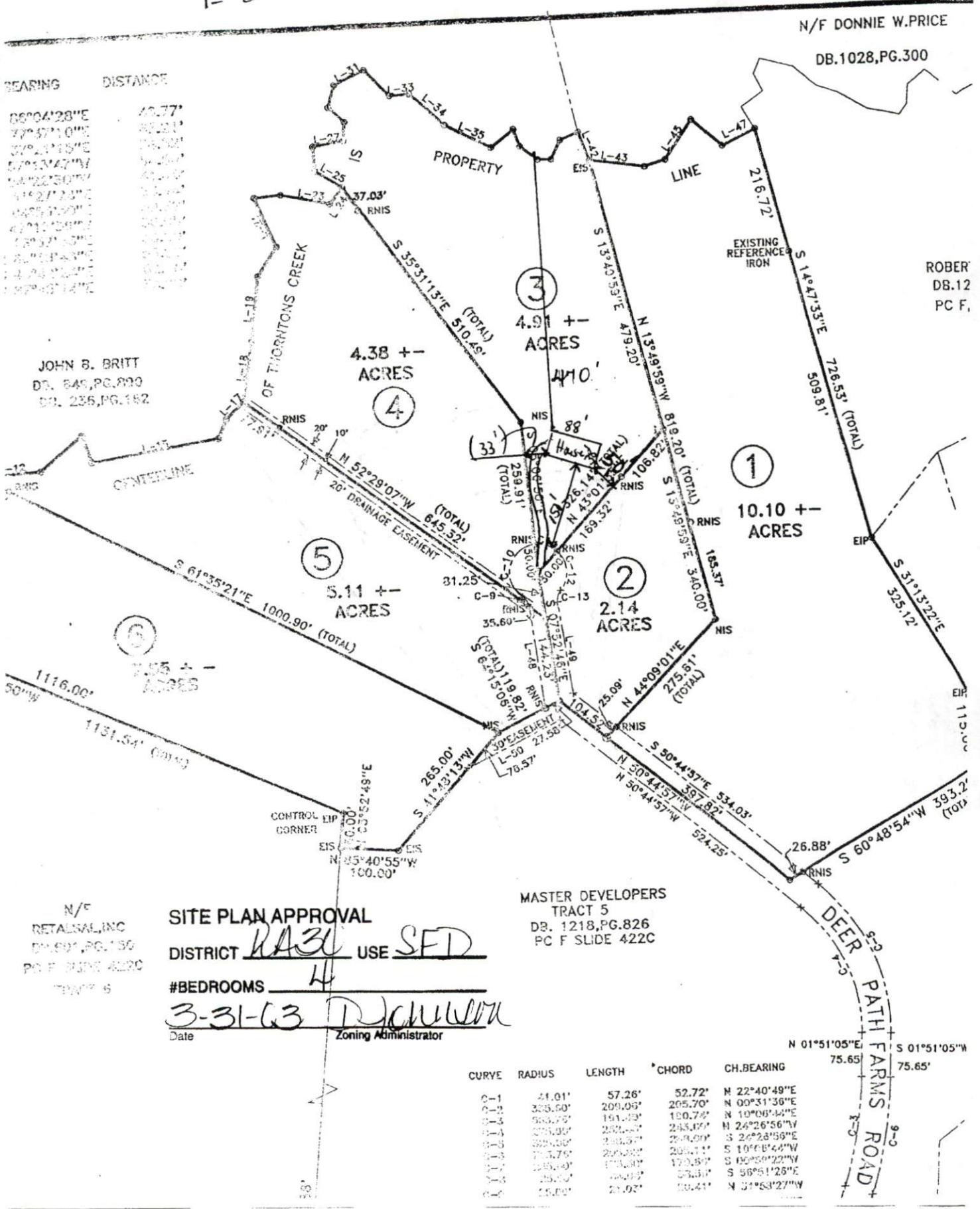
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N/F DONNIE W. PRICE  
DB.1028, PG.300

BEARING	DISTANCE
86°04'28"E	40.77'
77°57'10"E	40.20'
77°23'10"E	40.20'
57°13'47"W	40.20'
54°20'30"W	40.20'
41°27'12"E	40.20'
40°59'10"E	40.20'
40°11'30"E	40.20'
39°52'10"E	40.20'
32°10'43"E	40.20'
34°28'12"E	40.20'
14°28'12"E	40.20'
14°28'12"E	40.20'

JOHN B. BRITT  
DB. 846, PG. 890  
DB. 236, PG. 182

ROBER  
DB.12  
PC F.



1116.00'  
50"W  
1151.54' (TOTAL)  
50"W

N/F  
RETAILSAL, INC  
DB. 691, PG. 136  
PC F. 312, PG. 422C  
7/27/07 6

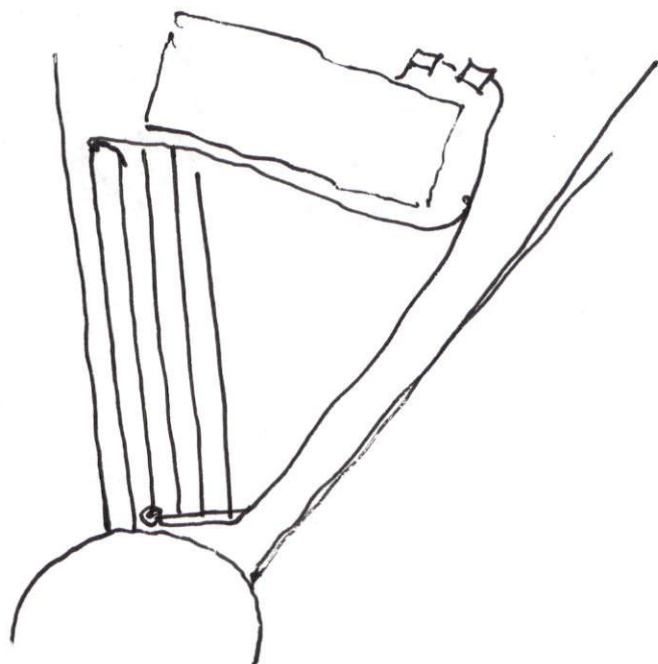
**SITE PLAN APPROVAL**  
DISTRICT RA30 USE SFD

MASTER DEVELOPERS  
TRACT 5  
DB. 1218, PG. 826  
PC F SLIDE 422C

#BEDROOMS 4  
3-31-03  
Date \_\_\_\_\_  
Zoning Administrator \_\_\_\_\_

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING
C-1	41.01'	57.28'	52.72'	N 22°40'49"E
C-2	325.60'	209.06'	205.70'	N 00°31'36"E
C-3	963.75'	191.33'	180.72'	N 10°06'44"E
C-4	271.95'	242.57'	243.05'	N 24°26'56"W
C-5	325.60'	242.57'	243.05'	S 24°26'56"E
C-6	753.75'	242.57'	243.05'	S 10°06'44"W
C-7	271.95'	170.87'	170.87'	S 00°30'22"W
C-8	25.00'	44.93'	45.33'	S 86°51'28"E
C-9	25.00'	21.02'	20.41'	N 31°53'27"W

N 01°51'05"E 75.65'  
S 01°51'05"W 75.65'





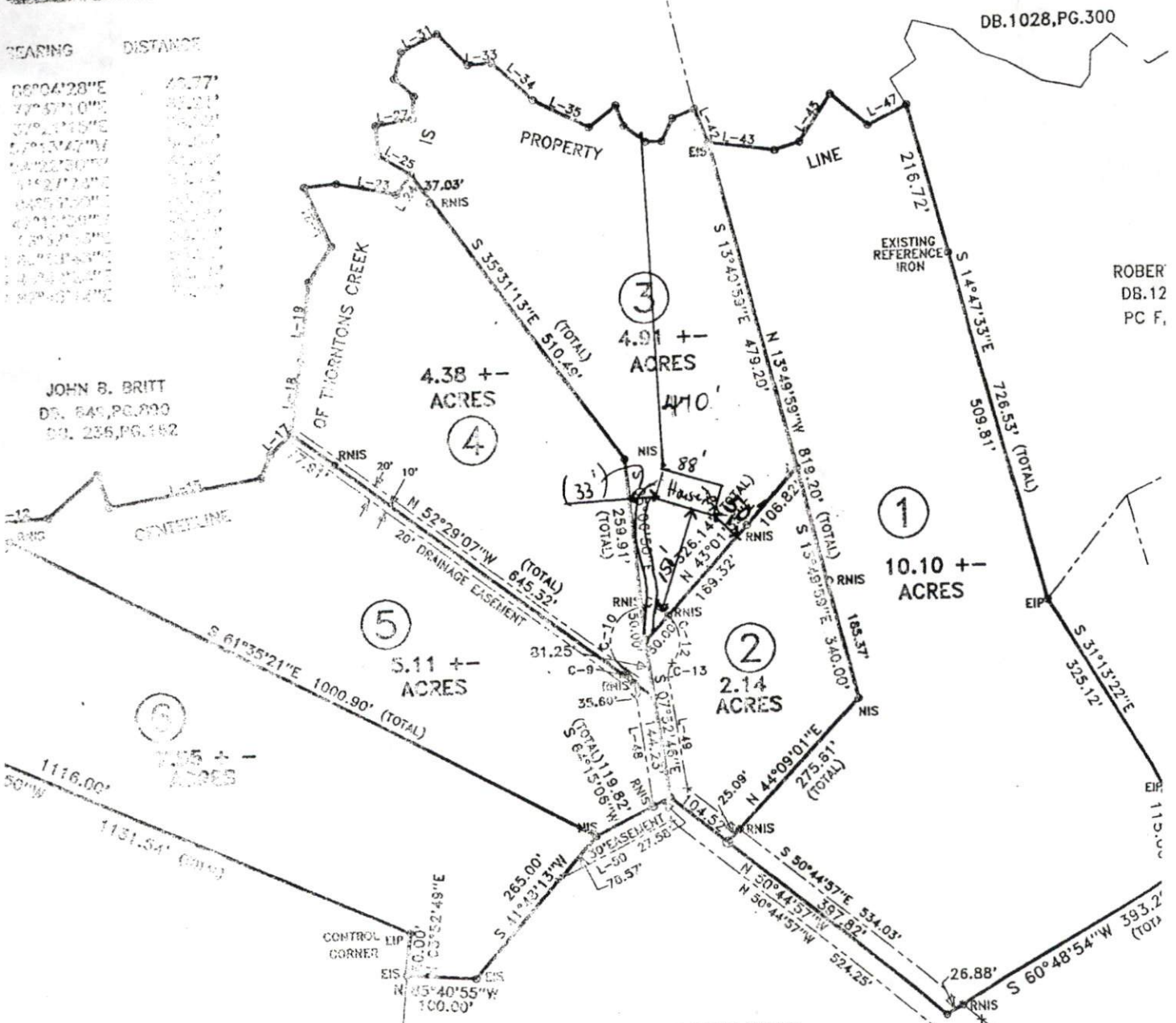
I = 200

N/F DONNIE W. PRICE  
DB. 1028, PG. 300

BEARING	DISTANCE
D6°04'28"E	42.77'
77°57'01"W	82.21'
37°21'15"E	100.00'
57°13'47"W	100.00'
14°22'30"W	100.00'
11°27'12"W	100.00'
10°11'00"E	100.00'
42°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'
12°11'00"E	100.00'

JOHN B. BRITT  
DB. 845, PG. 220  
DB. 235, PG. 182

ROBER  
DB. 12  
PC F,



N/F  
RETAINING  
DB. 901, PG. 130  
PC F SLIDE 422C  
TOWN 5

**SITE PLAN APPROVAL**  
DISTRICT RA30 USE SFD  
#BEDROOMS 4  
3-31-03  
Date \_\_\_\_\_  
Zoning Administrator \_\_\_\_\_

MASTER DEVELOPERS  
TRACT 5  
DB. 1218, PG. 826  
PC F SLIDE 422C

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING
C-1	41.01'	57.26'	52.72'	N 22°40'49"E
C-2	303.60'	209.09'	205.70'	N 00°31'36"E
C-3	500.00'	191.49'	180.72'	N 10°06'44"E
C-4	200.00'	200.00'	200.00'	N 24°26'56"W
C-5	200.00'	200.00'	200.00'	S 24°28'56"E
C-6	200.00'	200.00'	200.00'	S 10°06'44"W
C-7	200.00'	200.00'	200.00'	S 00°00'00"W
C-8	200.00'	200.00'	200.00'	S 56°51'28"E
C-9	200.00'	200.00'	200.00'	N 31°53'27"W

N 01°51'05"E  
75.65'  
S 01°51'05"W  
75.65'



**OFFER TO PURCHASE AND CONTRACT**

James R. & Debra A. Bagby, 140 Ashtree Dr., Angier, NC 27501, hereby offers to purchase and William R. Pope, Partner, 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 Erwin, County of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address 306 Deer Path Farm Rd, Erwin, NC Zip 28339

Legal Description: Lot #3 Deer Path Farms (4.91 acres) (County)

(All or 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 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:

N/A

**3. PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

**4. PURCHASE PRICE:** The purchase price is \$ 31,000.00 and shall be paid as follows:

(a) \$ 500.00 EARNEST MONEY DEPOSIT by  cash  personal check  bank check  certified check  other \_\_\_\_\_ to be deposited and held in escrow by William R. Pope, Partner, as

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) \$ 30,500.00, 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 4/21/03, effective through the date of closing, for a

FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Other \_\_\_\_\_ loan at a

Fixed Rate  Adjustable Rate  Other: \_\_\_\_\_ in the principal amount of

\_\_\_\_\_ 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: N/A

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

\_\_\_\_\_ 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:

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)

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 \$ 0.00 per \_\_\_\_\_.

**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 acceptance of this offer,

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.



PROPERTY DISCLOSURE AND INSPECTIONS:

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 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 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)
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 4/21/03. 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 4/21/03, at a place designated by Buyer.

The deed is to be made to James R. & Debra A. Bagby

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.)

soil must perk for 4-bedroom residence

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 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 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.

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 word "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 inspection of the Property prior to the making of this offer.

Buyer James R. Bagby SS/Tax ID# 344-52-5681 Seller [Signature] (SEAL) SS/Tax ID# 246-46-9409

Buyer Debra A. Bagby SS/Tax ID# 294-76-9770 Seller [Signature] (SEAL) SS/Tax ID# [Blank]

Date: 3-27-03 Date: 3/28/03

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: 3-28-03 Firm: [Signature] By: [Signature]

Selling Agent/Firm/Phone Acting as [ ] Buyer's Agent [ ] Seller's (sub)agent [ ] Dual Agent [ ] Seller's (sub)agent [ ] Dual Agent
Listing Agent/Firm/Phone Acting as [ ] Dual Agent