

Initial Application Date: 5-14-03

Application # 02 5-17074

CurrWell Drive  
COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Curr-Well Development Mailing Address: PO Box 399  
City: Coats State: NC Zip: 27521 Phone #: 910-897-5676

APPLICANT: Russell Lamm Construction Inc Mailing Address: 488 Johnson Rd.  
City: Coats State: NC Zip: 27521 Phone #: 919-894-

PROPERTY LOCATION: SR #: 1581 SR Name: Balleys Crossroads  
Parcel: 071602 00SS 03 PIN: 1616-68-4716-000  
Zoning: R3D Subdivision: Willowbrook Lot #: 3 Lot Size: .58AC  
Flood Plain: X Panel: 110 Watershed: NA Deed Book/Page: CTP at Book/Page: F-5980  
If located with a Watershed indicate the % of Imperious Surface: \_\_\_\_\_

DIRECTIONS TO THE PROPERTY FROM LILLINGTON:  
421 east to hwy 27 to Coats, go thru Coats Towards Benson take left on Ebenezer Church Rd. Go to Stop sign take rt. on Fairground Rd. Willowbrook approx. 1 mile on left.

PROPOSED USE:  
 Sg. Family Dwelling (Si 5744 # of Bedrooms 3 # Baths 2 Basement (w/w bath) NA Garage yes 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 3 per  
 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  Proposed  
Structures on this tract of land: Single family dwellings 1 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>50'</u>	Rear	<u>25</u>	<u>105'</u>
Side	<u>10</u>	<u>25'</u>	Corner	<u>-</u>	<u>-</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.

Rolbie Pope  
Signature of Owner or Owner's Agent

5/13/03  
Date

\*\*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

321 5/14 N

Radius	Arc Length	Tangent Length	Chord Length	Chord Bearing
25,000	23,5480	12,7294	22,6871	S 29° 10' 44" W
60,000	81,3138	48,2834	75,2324	S 41° 01' 10" W
60,000	60,0001	32,7782	57,5311	N 71° 30' 30" W
60,000	49,9999	26,5548	48,5657	N 18° 59' 14" W
60,000	60,4719	33,0852	57,9447	N 33° 45' 33" E
25,000	23,5480	12,7294	22,6871	N 83° 08' 50" E
60,000	49,7405	26,3998	48,3284	N 86° 22' 55" E
25,000	32,856	19,288	30,542	
25,000	45,684	32,404	39,588	

SITE PLAN APPROVAL

DISTRICT RA30 USE SFD

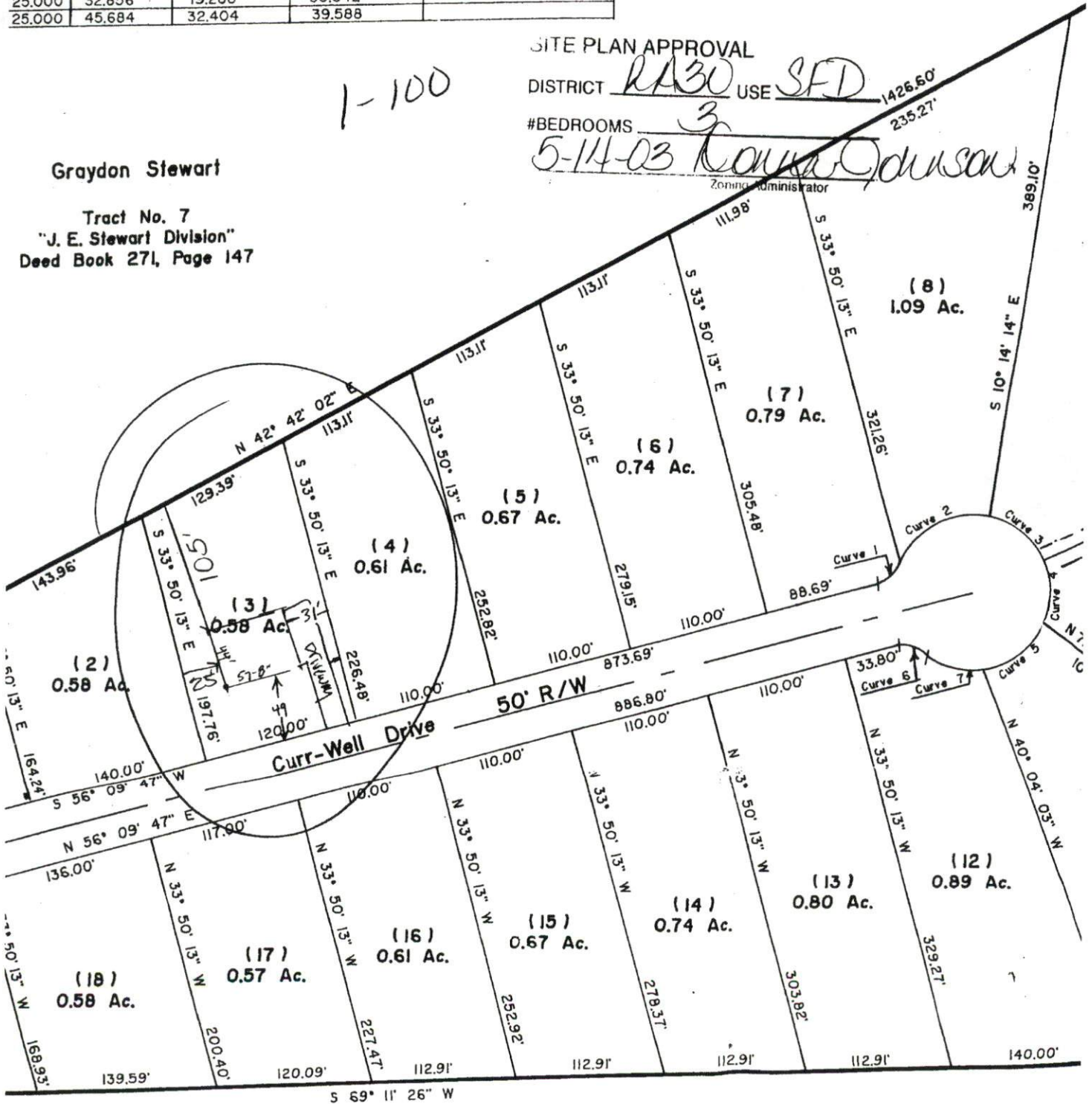
#BEDROOMS 3

5-14-03 Kenneth Johnson  
Zoning Administrator

1-100

Graydon Stewart

Tract No. 7  
"J. E. Stewart Division"  
Deed Book 271, Page 147



F COMMISSIONERS CERTIFICATE  
It County Board of Commissioners  
approve this final plat.

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

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Russell Lamm Construction Inc.

as Buyer, hereby offers to purchase and,

Curr-Well Development

as Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter 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 #3 Curr-Well Drive Zip 27504  
Subdivision Name Willowbrook  
Plat Reference: Lot 3, Block or Section P#F598C as shown on Plat Book or Slide F at Page(s) 598C.

NOTE: Prior to signing this Vacant Lot 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. **PURCHASE PRICE:** The purchase price is \$ 16,900.00 and shall be paid as follows:

(a) \$ 845.00, EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  certified check  other: \_\_\_\_\_ to be deposited

and held in escrow by Will Pope, Attorney at Law ("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) \$ 16,055.00, BALANCE of the purchase price in cash at Closing.

3. **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: Construction Loan 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 n/a days of the Effective Date of this contract. Buyer shall use Buyer's



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.  
PREPARED BY AGENT: Craig Matthews, Broker

Standard Form 12-T, Vacant Lot Offer to Purchase and Contract. North Carolina Association of REALTORS®

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Buyer(s) WRW

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Seller(s) CW  
DC

Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE)  conventional or  other \_\_\_\_\_ ground absorption sewage system for a 3-4 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than n/a. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until n/a, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

**12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until n/a, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

**13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

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

**15. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

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

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 form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.

PREPARED BY AGENT: Craig Matthews, Broker

Standard Form 12-T, Vacant Lot Offer to Purchase and Contract. North Carolina Association of REALTORS®

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Seller(s) *DC*