

Initial Application Date: ~~10-27-03~~  
10-29-03

Application: 3-50008134

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2799

LANDOWNER: Cebco Construction Co. Mailing Address: PO Box 591  
City: MAMERS State: NC Zip: 27552 Phone #: 893-2856

APPLICANT: Bruce Bryant Mailing Address: 6845 Surrey Road  
City: Fayetteville State: NC Zip: 28306 Phone #: 424-8950

PROPERTY LOCATION: SR #: \_\_\_\_\_ SR Name: off Nursery Road  
Parcel: 01 0530 0028 50 PIN: 0506 - 64-9766-000  
Zoning: RA-20R Subdivision: Woodshire Lot #: 13 Lot Size: 0.51 AC  
Flood Plain: X Panel: 155 Watershed: NA Deed Book/Page: 1490/170 Plat Book/Page: 2001/04/19

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Dunbar Road off Nursery Road

PROPOSED USE:

- Sg. Family Dwelling (Size 58' x 50') # of Bedrooms 3 # Baths 2 Basement (w/wo bath) 0 Garage 22x23 Deck 0
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_

- Comments: \_\_\_\_\_
- Number of persons per household 3
  - 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 SFD
- Structures on this tract of land: Single family dwellings 01 Manufactured homes 0 Other (specify) 0

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	YES	NO
Front	<u>35'</u>	<u>68.71</u>	<u>35</u>	<u>80'</u>		
Side	<u>15'</u>	<u>15.67</u>	<u>-</u>	<u>-</u>		
Nearest Building	<u>10</u>	<u>10</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.

Bruce D. Bryant  
Signature of Applicant

10-27-03  
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

632 10/31 S

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	41.15	50.00	N56°20'58"E	40.00

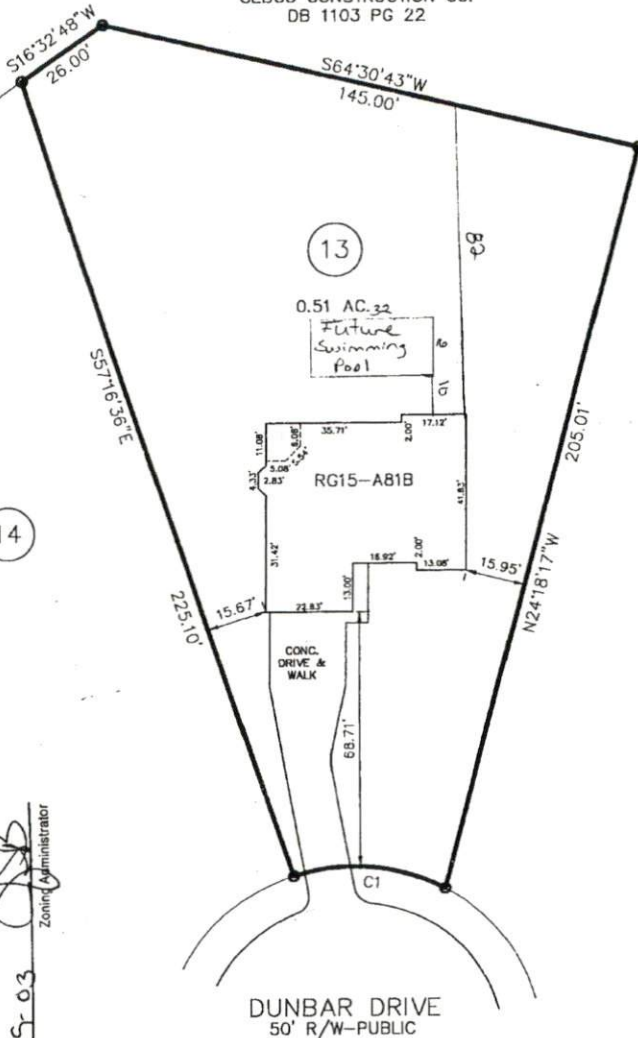


REFERENCE  
MAP NO. 2001-1298  
HARNETT COUNTY  
REGISTRY



VICINITY MAP  
(NO SCALE)

CEBCO CONSTRUCTION CO.  
DB 1103 PG 22



SITE PLAN APPROVAL  
DISTRICT RR20R USE SED  
#BEDROOMS 3  
Date 10-25-03  
Zoning Administrator [Signature]

PLOT PLAN

PROPERTY OF: B.D. BRYANT BUILDING CO.      TOWNSHIP OF: ANDERSON CREEK  
ADDRESS: DUNBAR DRIVE      DATE: OCTOBER 20, 2003  
CITY OF: near LILLINGTON      SCALE: 1" = 30'  
COUNTY OF: HARNETT      REFERENCE: LOT 13, WOODSHIRE  
MAP NO, 2001-1298



I, W. LARRY KING, CERTIFY THAT THIS MAP IS FOR THE PURPOSE OF PERMITTING ONLY. IT IS NOT A SURVEY AND NO RELIANCE MAY BE PLACED ON IT'S ACCURACY.

LARRY KING & ASSOCIATES, R.  
1333 MORGANTON ROAD P.O. BOX 6370  
FAYETTEVILLE, NC 28305  
PH: (910)483-4300  
FAX: (910)483-4052

NOTE: THIS MAP CAN NOT BE USED FOR RECORDATION OR ATTACHED TO A DEED TO BE RECORDED. THIS MAP IS NOT DRAWN IN ACCORDANCE WITH GS 47-30.



OFFER TO PURCHASE AND CONTRACT

B D Bryant Building Company, as Buyer hereby offers to purchase and cecco construction company, 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 local 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 Lillington, County Harnett, State of North Carolina, being known as and more particularly described as Street Address Lot 13 Dunbar Drive, Woodshire S/O Zip 27546

Legal Description: ( ) All ( ) A portion of the property in Deed Reference: Book \_\_\_\_\_, Page No. \_\_\_\_\_, 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, attach floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combinati doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace scree gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, stor 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 \$15,500.00 and shall be paid as follow

(a) \$1,000.00 EARNEST MONEY DEPOSIT with this offer by ( ) cash ( ) personal check ( ) bank check (x) certified check ( ) of \$1,000.00 to be deposited and held in escrow by McCoy, Weaver, Wiggins Attorneys ("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 of 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 contr 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 si 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 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 requi 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 b 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 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 deec 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) \$14,500.00 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) Buyer must be able to obtain a ( ) FHA ( ) VA (attach FHA/VA Financing Addendum) ( ) Conventional ( ) Other: \_\_\_\_\_ loan at a ( ) Fixed R Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term \_\_\_\_\_ 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 amou Buyer shall apply for said loan within \_\_\_\_\_ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's custom loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After 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 l commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by wri 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 v 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 follo

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property Single family Residence

- (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 s 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 o encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive coven that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Prop 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, wa sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as folk none

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

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the partic 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 taxe 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 prop 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 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 Clos Seller represents that the regular owners' association dues, if any, are \$ N/A 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 agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instrum 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 measure