

CON. 8/29/95
PAGE # 839-9995
9/19/95 KP

HARNETT COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION, PO BOX 09, LILLINGTON, NC 27546
APPLICATION FOR IMPROVEMENT PERMIT

DATE 8/21/95

NAME don derden TELEPHONE NO. 919-387-8038

ADDRESS (current) 110 N. Mason Apex, NC. 27502

PROPERTY OWNER David DeWald

SUBDIVISION NAME — LOT NO. —

STATE ROAD NAME Spence Mill Rd. STATE ROAD NO. SR 1416

DO YOU HAVE A LEGAL DEED TO THIS PROPERTY? YES — NO
IF NO, YOU MUST SHOW A PURCHASE AGREEMENT OR OTHER AUTHORIZATION.

DIRECTIONS North on 401 from Lillington, pass
through Chalybeate Springs, 1/2 mi on left
Spence Mill Rd. After pavement ends take first right.

SIZE OF LOT OR TRACT 3.8 acres

Type of dwelling APT. / BARN Basement with plumbing NO
Number of bedrooms 3 Garage YES
Dishwasher NO Garbage disposal NO

WATER SUPPLY: PRIVATE WELL COMMUNITY SYSTEM — COUNTY —

- 1) A surveyed and recorded map must be attached to this application along with a site plan showing: 1) Location of dwelling, 2) Location of driveway, 3) Location of any wells and other existing structures. A copy of the deed must also be attached.
- 2) Read and complete all items in the "Instructions for Soil Evaluation."
- 3) If your property is located in the Northern Half of the county (North of the Cape Fear River) a zoning permit must be obtained from the Planning Department before an improvement permit can be issued by this department.

This certifies that all of the above information is correct to the best of my knowledge. Any false information will result in the denial of the permit. Once the permit is issued, it is good for a period of five years. The permit is subject to revocation if the site plan, intended use, or ownership change.

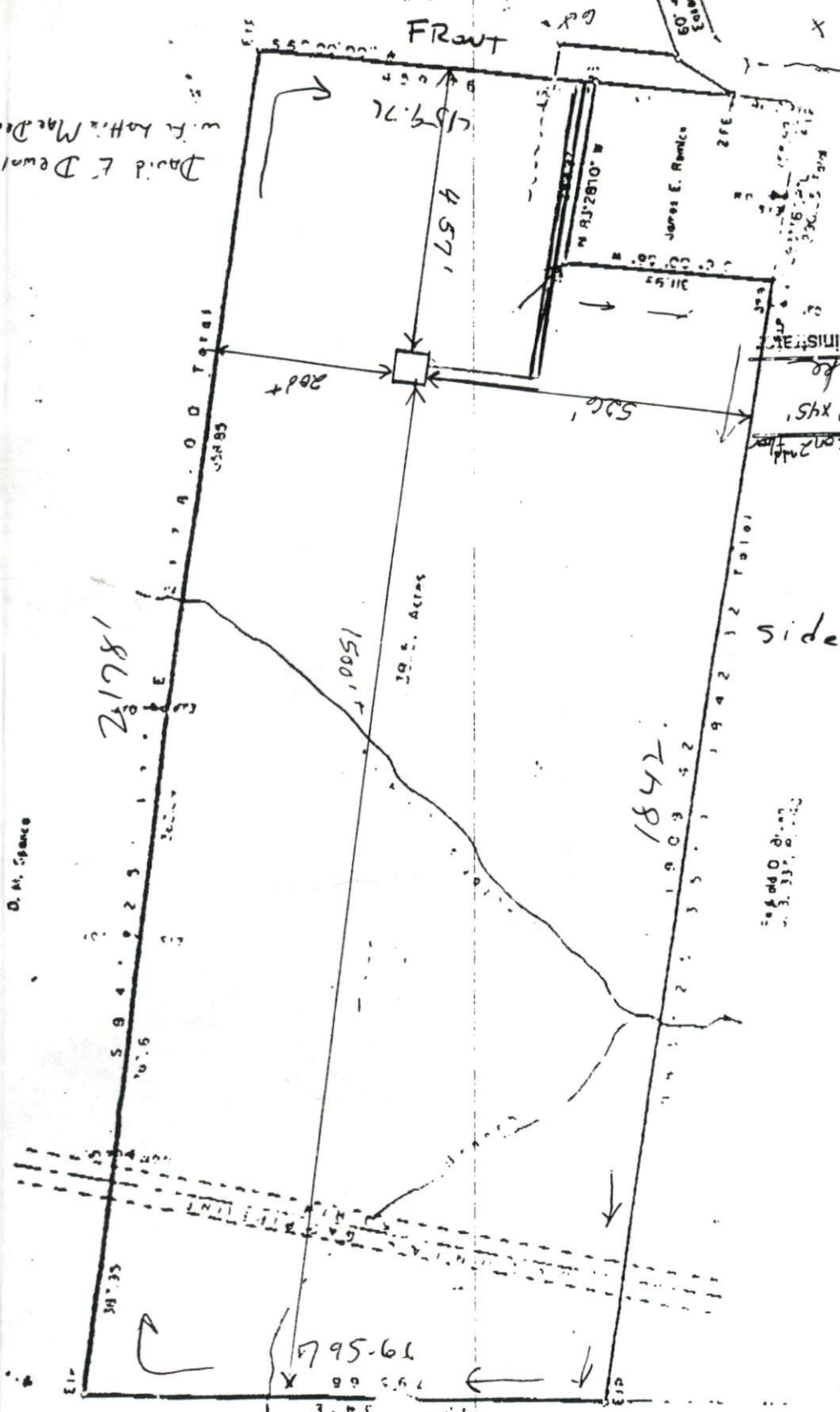
Signature of Owner or Authorized Agent ONLY don derden

910-893-276

588 /

Spers
Spill
mpd

David F. Demond &
W. F. Kohler, MacDemond



FE PLAN APPROVAL
 District RA-40 Use Garage/Apt. on 2nd flr
 Bedrooms 3
 42' x 45'
 21.195
 Zoning Administ. ST

1" = 263'

84346
 D 517 CE
 38.5 AC
 58.5
 80,000

OVER

① 0-12 SL
12-42 C

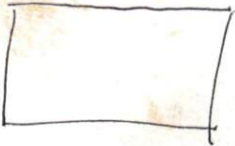
② 0-10 SL
10-42 C

③ 0-12 SL
12-36 C

④ 0-10 SL
10-36 C

⑤ 0-12 SL
12-42 C

13



①

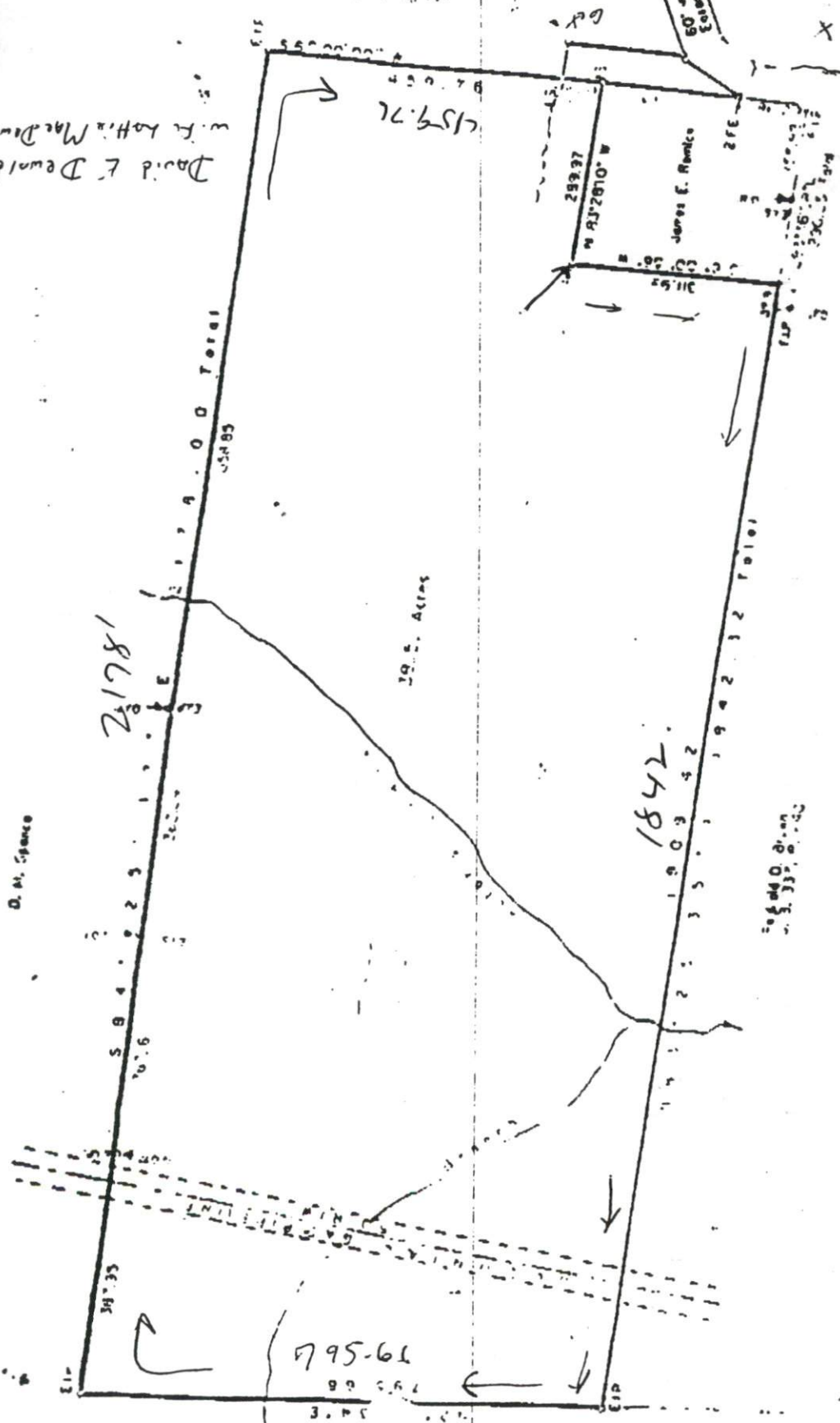


910-893-270

19/88

Sperry
Mill
Road

David E. DeWald &
W. F. Kottick Mac Donald



84346
 D 5170E
 38.5 AC
 58.5
 80,000

OVER

OFFER TO PURCHASE AND CONTRACT

Donald S. Derden and wife Deborah K. Derden as Buyer, hereby offers to purchase and David E. DeWald and wife, Lattie M. DeWald 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 personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Harnett, State of North Carolina, being known as and more particularly described as:

Street Address _____ Zip _____
Legal Description As described in DB 819, pages 885-884 of the Harnett Co. Registry

2. PERSONAL PROPERTY: None

3. PURCHASE PRICE: The purchase price is \$ 60,000. and shall be paid as follows:

- (a) \$ 600.00 in earnest money paid by personal check (cash; bank, certified or personal check) with the delivery of this contract, to be held in escrow by _____ as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF:
(b) \$ N/A by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
(c) \$ N/A by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of N/A % per annum payable as follows: N/A
Prepayment restrictions and/or penalties, if any, shall be: N/A
Assumption or transfer rights, if any, shall be: N/A
(d) \$ 59,400. the balance of the purchase price in cash at closing.

4. CONDITIONS: (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)

- (a) The Buyer must be able to obtain a firm commitment on or before August 5, 1995, effective through the date of closing, for a CONVENTIONAL/CONSTRUCTION loan in the principal amount of \$ 80,000 for a term of 15 year(s), at an interest rate not to exceed 8 1/2 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: None
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2) If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: N/A
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential or agriculture purposes.

5. ASSESSMENTS: Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: None

(Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. OTHER PROVISIONS AND CONDITIONS:

- (a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) None
(b) Seller agrees to pay cost of soil perc tests at 2 specified locations.
(c) This contract is contingent upon Buyer being able to obtain residential septic tank permits from the Har. Co. Dept. of Environmental Health for the 2 locations mentioned in item 6(b) Above
(d) Seller will provide a letter attesting that Property is free from any environmental hazards such as spilling and dumping of chemical wastes, etc.
(e) Buyer must have direct access to public right of way: Spence Mill Rd/SR1416. If such access (certified easement) is not provided, Seller agrees to reimburse Buyer for legal and survey fees associated with obtaining clear title/access and surveying Property.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before Sept. 12, 1995, at a place designated by Buyer. The deed is to be made to Donald S. Derden and wife, Deborah K. Derden

8. POSSESSION: Possession shall be delivered at Closing. In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of \$ _____ per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in 4 counterparts with signed counterpart being retained by each party hereto and the escrow agent, if any.

by _____ County of _____
Mail after recording to Bill Bingham, Post Office Box 1333, Garner, NC 27529

This instrument was prepared by W. Glenn Johnson, Attorney at Law, Lillington, NC 27546

Brief description for the Index

38.151 Acres-Hector's Creek

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of December, 1986, by and between

GRANTOR

MELBA B. CASEY, Unmarried

Post Office Box 58296
Raleigh, NC 27658

GRANTEE

DAVID E. DEWALD and wife,
LATTIE MAE DEWALD

Route 3, Box 265
Hertford, NC 27944

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Hector's Creek Township,

Harnett County, North Carolina and more particularly described as follows:

BEGINNING at an iron stake which is located North 83° 36' 08" West 290.05 ft. from the existing iron pipe at the northeastern corner of the Reginald D. Brown property as described by deed recorded in Book 337, Page 640, Harnett County Registry, and runs thence as a common dividing line with such property of Reginald D. Brown North 83° 25' 35" West 1842.32 ft. to an existing iron pipe corner; thence as a dividing line with the property owned now or formerly by Rudolph Griffin and wife, Mary Ruth Griffin, North 2° 42' 34" East 795.66 ft. to an existing iron pipe; thence as a dividing line with the property owned now or formerly by D. M. Spence South 84° 25' 42" East 2178.00 ft. to an existing iron pipe, corner with the land owned now or formerly by Cora Spence and son, Johnnie Spence; thence as a dividing line with such property of Cora and Johnnie Spence South 6° 00' 00" West 459.76 ft. to an iron stake, the northwestern corner of the 60 ft. ingress and egress easement; thence continuing as the western line of such easement South 6° 00' 00" West 60.0 ft. to an iron stake in the northeastern corner of the James E. Remick lot; thence as the northern line of the James E. Remick lot North 83° 28' 10" West 289.97 ft. to an iron stake; thence along and with

the western line of the James E. Remick lot South 6° 00' 56" West 311.99 ft. to the point and place of BEGINNING, and being a parcel of property containing 38.151 acres, more or less, shown on a survey entitled "Property of David E. DeWald & Wife, Lattie Mae DeWald" dated November 17, 1986 and December 19, 1986 by Stancil & Associates, Registered Land Surveyors.

Together with that certain right-of-way and easement for public utilities and for purposes of ingress, egress and regress which is described as follows:

BEGINNING at the existing iron pipe which is located in the southern margin of the point where State maintenance of State Road 1416 ends, and runs thence South 70° 40' 04" West 328.53 ft. to an existing iron pipe; thence South 34° 31' 33" West 79.54 ft. to a point; thence North 65° 58' 14" West 60.28 ft. to a point in the eastern lot line of the James E. Remick lot; thence along and with the eastern lot line of the James E. Remick lot and the eastern line of the Melba Casey 38.151 acre parcel North 6° 00' 01" East 275.02 ft. to a point; thence South 83° 28' 00" East 60.0 ft. to a point; thence South 6° 00' 01" West 173.56 ft. to a point; thence North 70° 40' 04" East 339.18 ft. to the point in the northern margin of State Road 1416 where State maintenance ends; thence along and with the end of the State-maintained portion of State Road 1416 South 19° 19' 56" East 60.0 ft. to the point and place of BEGINNING, and being a parcel of property shown as the 60 ft. ingress and egress easement on a plat entitled "Property of David E. Dewald & Wife, Lattie Mae Dewald" dated December 19, 1986, by Stancil & Associates, Registered Land Surveyor, P. A.

HAL OWEN & ASSOCIATES
CERTIFIED PROFESSIONAL SOIL SCIENTIST
ENVIRONMENTAL CONSULTANTS

ROUTE 1, BOX 120-C
LILLINGTON, N.C. 27546
(910) 893-8743

5 October 1995

Mr. Donald Derden
Signature Landscaping
110 North Mason
Apex, NC 27502

Reference: Preliminary Soil Investigation
David Dewald Property (~38 Acres)
Harnett County, North Carolina

Dear Mr. Derden,

A site investigation has been conducted for the above referenced property, located at the termination of Spence Mill Road (SR 1416), Hectors Creek Township, Harnett County, North Carolina. The purpose of this investigation was to determine the site's ability to support subsurface sewage waste disposal systems. All sewage disposal rating and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal, 15A NCAC 18A .1900."

A portion of the property was investigated and found to be composed of soils that are rated as provisionally suitable for subsurface sewage waste disposal. Provisionally suitable soils will function adequately as sewage waste disposal sites but will require additional drainline due to clayey textured subsoil characteristics. It is likely that approximately 400 linear feet of drainline will be required to service a three bedroom residence located at this property.

Based on this investigation, it appears that the referenced property contains adequate amounts of usable soils to support a septic system and repair area for at least one residence. It also appears that, with proper siting of the proposed residence, a gravity driven, conventional type septic system can be utilized at the site.

HAL OWEN & ASSOCIATES

I appreciate the opportunity to provide this service and trust that you will feel free to call on me again in the future. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,



Hal Owen
Certified Professional
Soil Scientist

