

Initial Application Date: 10-21-02

Application # J E (5757) 03-5-5757  
But needed Front measurement

Central Permitting

COUNTY OF HARNETT LAND USE APPLICATION  
102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Thomas E. Herbert

City: Erwin State: NC Mailing Address: 1794 Old Stage Rd. South  
Zip: 28339 Phone #: 897-6851

APPLICANT: James M. Mayo

City: Coats State: NC Mailing Address: 555 Festus Rd.  
Zip: 27521 Phone #: 919-207-2803

PROPERTY LOCATION: SR #: \_\_\_\_\_ SR Name: \_\_\_\_\_

Parcel: 070588 0093 03 PIN: 0588-38-7688.000

Zoning: RA 30 Subdivision: Retasal Inc Lot #: 1 Lot Size: 3.65

Flood Plain: RX30 Panel: 111 Watershed: IV Deed Book/Page: 013600764 Plat Book/Page: OTD

If located with a Watershed indicate the % of Impervious Surface: \_\_\_\_\_

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 4.21 Towards Erwin TR on Old Stage Road South  
2 miles white split rail fence on right land starts at fence lot 1

PROPOSED USE:

- Sg. Family Dwelling (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size 28 x 80) # of Bedrooms 4 Garage \_\_\_\_\_ Deck \_\_\_\_\_ 2 Baths
- Comments: \_\_\_\_\_
- 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 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>150</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>45</u>	Corner	<u>20</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.

James M. Mayo  
Signature of Owner or Owner's Agent

10-21-02  
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 830 10/35 N

Date: September 8, 2002

Name: Linda C. Herbert  
Address: 1794 Old Stage Rd. S.  
Erwin, N.C. 28339

Re: Offer to Purchase Real Estate

Dear Mrs. Herbert:

This letter is my offer to purchase certain real estate located in Harnett County, N.C.

The offer is as follows:

1. PROPERTY DESCRIPTION: please see Attachment "A" and all improvements attached to real property.

Contents not included: please see Attachment "A"

2. PRICE: The purchase price of the property is \$ please see Attachment "A"

3. PAYMENT OF PURCHASE PRICE: The purchase price is to be paid in cash at closing. [if different so state.]

4. FINANCING: The offer is/is not contingent on financing.

5. CLOSING COSTS: [Specify who is to pay closing costs and list costs]

6. DEPOSIT: I will deposited with you the sum of \$ - 0 - cash/check as earnest money. The same is to be applied to the cash down payment on closing of this transaction.

7. (a) CLOSING DATE: Please see Attachment "A"

(b) POSSESSION DATE: Please see Attachment "A"

8. CONVEY TITLE TO:

Please see Attachment "A"

9. INSURANCE: Insurance is the responsibility of Buyer at closing.

10. PRORATION: Property taxes shall be prorated at closing.

## ATTACHMENT "A"

This attachment is to set forth the terms as agreed to between Linda C. Herbert and James M. Maynor, hereinafter referred to as "seller" and "buyer" and to summarize the terms agreed to between the parties as to the proposed sale of a tract of approximately 3.6 +/- acres of property located in Harnett County, N.C.

1. **PROPERTY DESCRIPTION:** A tract of approximately 3.6 +/- acres to be subdivided from property located in Harnett County, N.C. as recorded in the Harnett County, N.C. Register of Deeds Book 408, page 231, tract 3. Please see the attached tract map for the approximate proposed boundaries of the tract being sold.
2. **PRICE:** The purchase price of the property is to be paid in cash at closing in the amount of \$14,000 (fourteen thousand dollars and no cents).
3. **PAYMENT OF PURCHASE PRICE:** The purchase price shall be paid in cash at closing.
4. **FINANCING:** This offer is not contingent upon financing.
5. **CLOSING COSTS:** The seller shall pay for the property to be surveyed and for the preparation of the deed conveying the lot to the buyer. The buyer shall pay for all other closing costs associated with this sale.
6. **DEPOSIT:** No deposit has been paid by the buyer to the seller associated with this transaction.
7. **CLOSING DATE:** This transaction shall close on or before December 1, 2002. In the event that this transaction does not close on or before December 1, 2002 for any reason, the seller or the buyer shall have the right to terminate this agreement without any penalty to either party.  
  
**POSSESSION DATE:** The date of possession of the property is to be determined by the buyer.
8. **CONVEY TITLE TO:** James M. Maynor.
9. **INSURANCE:** Insurance is the responsibility of the buyer at closing.
10. **PRORATION:** Seller shall be responsible for the payment of property taxes up to the date of closing. Buyer shall be responsible for the payment of property taxes from the date of closing onward.

11. TITLE AND CONVEYANCE: Seller is to convey Title by Warranty Deed subject only to easements and right-of-ways.

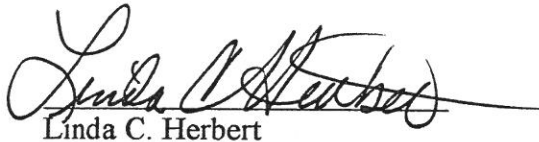
If this offer is acceptable, please let me know and we will prepare a Contract of Purchase.

Sincerely yours,

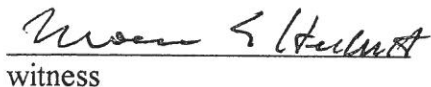
11. TITLE AND CONVEYANCE: Seller is to convey a Title by Warranty Deed subject only to easements and right-of-ways.

12. OTHER MATTERS: Both parties acknowledge and affirm that they are engaged in this transaction in a good faith effort to convey the ownership of the property described herein. In the event, for whatever reason, that the property is not suitable for its intended use by the buyer, both parties specifically acknowledge and affirm that neither party shall be liable or responsible for any penalty or liability of any sort.

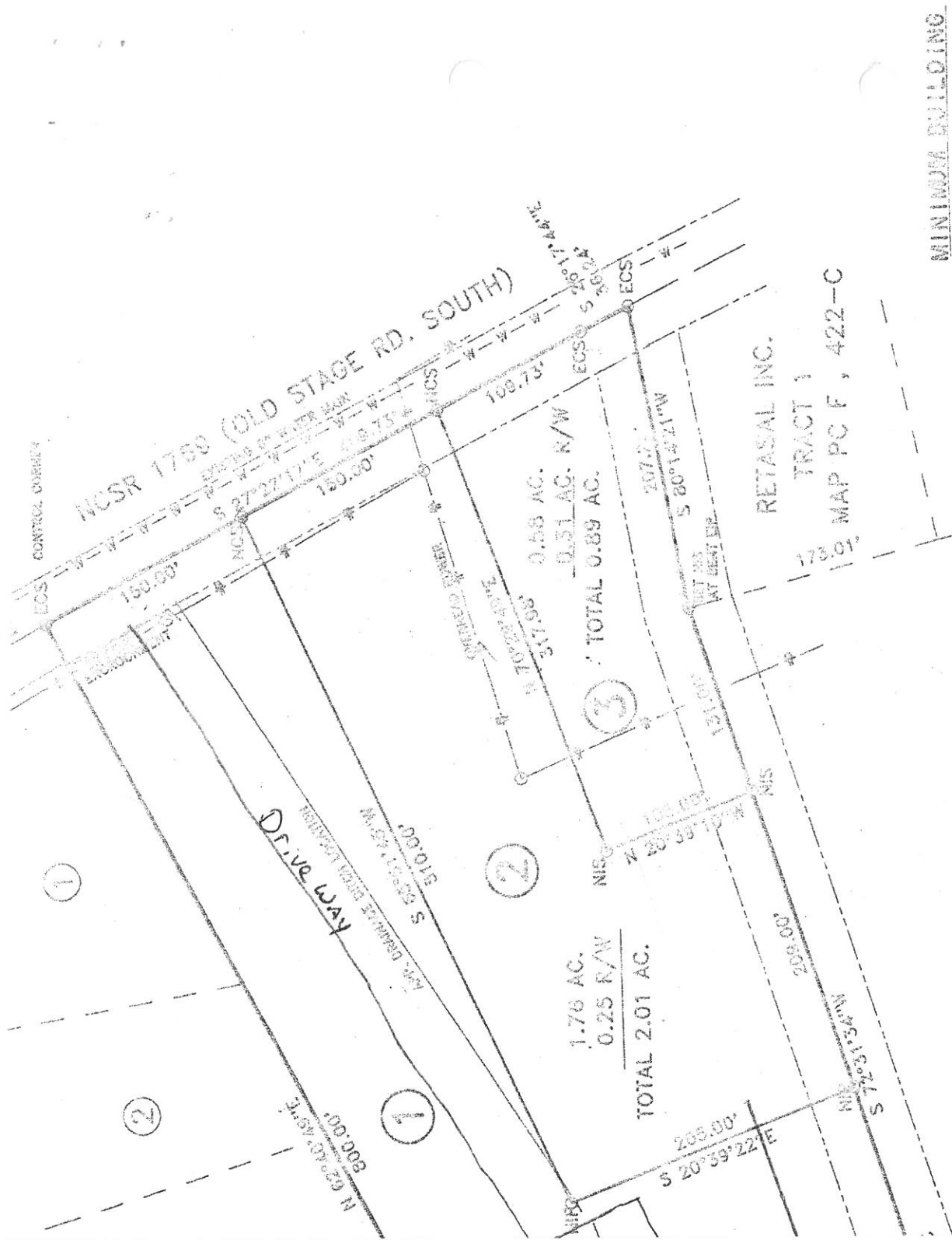
Agreed to between Linda C. Herbert (seller) and James M. Maynor (buyer) this 8<sup>th</sup> day of September, 2002.

  
Linda C. Herbert

  
James M. Maynor

  
witness

  
witness



MINIMUM BUILDING

FRONT YARD ---  
 REAR YARD ---  
 SIDE YARD ---  
 CORNER LOT SIDE Y  
 MAXIMUM HEIGHT -  
 ZONED RA-30  
 TOTAL AC.

Required Property Line Setbacks

Minimum	Actual
Front	150
Side	45
Corner	120
Rear	10
Nearest Building	10

APPROVAL

USE DomH

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Shee  
 Planning Administrator

0588-0093-02