



Zoning Map Amendment Application

OFFICIAL USE ONLY:
 Case Number: PB 21-17
 Date Filed: 6/24/21
 Gate Keeper: S. Jones
 Amount Paid: \$1015.00

Contact Information

APPLICANT:
 Name: HUGH MILLER
 Address: 111 CURRITUCK WYOM DR.
SUITE B MARYCK, NC 27958
 Telephone: 757-53-7671
 E-Mail Address: SMILLER@MILLERHOMESANDBUILDING.COM

PROPERTY OWNER:
 Name: SEE ATTACHED
 Address: _____
 Telephone: _____
 E-Mail Address: _____

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: BUYER OF PROPERTIES

Property Information

Physical Street Address: XXX CROATKE HWY. BAZCO, NC 27917
 Location: _____
 Parcel Identification Number(s): 007-00000 - (37, 38, 39, 40) - 0000
 Total Parcel(s) Acreage: ~~162.6~~ 164.85 AC
 Existing Land Use of Property: FARM + WOODS

Request

Current Zoning of Property: AG + GB Proposed Zoning District: SFM
 Total Acreage for Rezoning: ~~162.6~~ 164.85 Are you rezoning the entire parcel(s): Yes No
 Metes and Bounds Description Provided: Yes/No

Community Meeting, if Applicable

Date Meeting Held: 6/23/2021 Meeting Location: CURRITUCK BBQ

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

[Signature]
 Property Owner(s)/Applicant*

6/24/2021
 Date

*NOTE: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants a signature is required for each.

Zoning Map Amendment Design Standards and Submittal Checklist

The table below depicts the design standards of the site plan or map for a zoning map amendment application. Please make sure to include all applicable listed items to ensure all appropriate standards are reviewed.

**Zoning Map Amendment
Site Plan Design Standards and Submittal Checklist**

Date Received: 6/24/21
Project Name: Barco Rezoning
Applicant/Property Owner: Sam Miller / Provided Purchase & Sale Agreement

Site Plan or Map Design Standards Checklist	
1	Lot/parcel dimensions.
2	Zoning designation.
3	All existing physical features (structures, buildings, streets, roads, etc.).
4	Location and dimensions of any proposed construction.

Zoning Map Amendment Submittal Checklist

Staff will use the following checklist to determine the completeness of your application within ten business days of submittal. Please make sure all of the listed items are included. Staff shall not process an application for further review until it is determined to be complete.

Zoning Map Amendment Submittal Checklist		
1	Complete zoning map amendment application	✓
2	Application fee (\$200 plus \$5 for each acre or part thereof)	✓
3	Community meeting written summary, if applicable	✓
4	Site plan or map	✓
5	Metes and bounds survey, if applicable	N/A
6	2 copies of plans or maps	✓
7	2 hard copies of ALL documents	✓
8	1 PDF digital copy of all plans AND documents (ex. Compact Disk – e-mail not acceptable)	Scanned Copy

For Staff Only

Pre-application Conference
Pre-application Conference was held on _____ and the following people were present:

Comments

Your submittal will be reviewed for determination of application completeness within 10 business days.
6/24/21 Cheri Elliott

Barco Community Meeting

6/23/2021

Land Owners

Name	Address	Phone Number	Email	Parcel		
Charles Jones, Paula Vest, Jennifer M. Kay,	112 Griffin St. Elizabeth City	252-305-6720	billy.mcowen@gmail.com	007-000000-40-0000		
Charles Jones, Paula Vest, Jennifer M. Kay,	112 Griffin St. Elizabeth City	252-305-6721	billy.mcowen@gmail.com	007-000000-39-0000		
Newton Hampton	4297 Caratoke Hwy. Barco, NC 27917	252-305-6722	billy.mcowen@gmail.com	007-000000-38-0000		
Newton Hampton	4297 Caratoke Hwy. Barco, NC 27917	252-305-6723	billy.mcowen@gmail.com	007-000000-37-0000		

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this Agreement) made as of the 10th day of February, 2021 by and between Charles I. Jones, Paula Vest, and Jennifer M. Kay ("Seller(s)") and Hugh Samuel Miller IV and/or Assigns ("Buyer").

WHEREAS, Seller is the owner of record title to the property, which consists of approximately (98+/-) acres, consisting of Two tracts, both located at Caratoke Highway, Legal Description of "A. Hampton" & "PL Hampton heirs Lot 2", located in Currituck County (Crawford Township), all as shown on Tax Records with Parcel ID 0007000004000000, and 0007000003900000 together with any and all improvements located thereon as well as all right privileges, appurtenances, easements, rights of ingress/egress and drainage rights.

Buyer, at Buyer's discretion, may obtain a boundary survey drawn in accordance with A L T A. If obtained, the metes and bounds description of the Property resulting from the survey, if and as accepted by Buyer and Seller, shall upon such acceptance supersede and replace the description of the Property set forth herein for all purposes hereunder and shall be the description of the Property used in the Deed for the Property and Owner's Policy of Title Insurance to be obtained by Buyer. The survey of the Property shall be determinative of the exact acreage of the Property. Should the SELLER not agree with the BUYER's survey, the SELLER, at their cost may obtain a 2nd survey. Should both parties not agree to a resolution after a 2nd survey, the BUYER reserves the right in a dispute to have all deposits returned and terminate the contract.

WHEREAS, Buyer wishes to purchase and Seller wishes to sell the aforesaid property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings provided herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller and Buyer agree as follows:

1. PURCHASE AND SALE

Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller according to the terms and conditions hereafter provided

2. PURCHASE PRICE

The purchase price for approximately (98 +/-) acres shall be [REDACTED]. The actual acres will be determined by a buyer paid survey that which the purchase price will be adjusted up or down, in accordance with the per acre price and actual acers based upon a survey.

3. PAYMENT OF PURCHASE PRICE

The purchase price, as stated above, shall be paid as follows:

Upon contract ratification by all parties an Earnest Money Deposit ("EMD") of [REDACTED]

DS CJ	DS JMK
DS PSM	HSM

DS CJ	DS PSM	DS JMK
----------	-----------	-----------

DS CJ	DS PSM	DS JMK
----------	-----------	-----------

 HSM

HSM	DS CJ
DS JMK	DS PSM

SIGNATURES:

The above contract has been reviewed and agreed to by the "SELLERS" as listed on the Currituck County GIS Website. By Signatures below the "SELLER" hereby agreed to the above mentioned "PURCHASE AGREEMENT".

Seller #1: Print Name: **Charles Jones**
Signature: Charles Jones Date: 2/11/2021

Seller #2: Print Name: **Paula Minges**
Signature: Paula S Minges Date: 2/11/2021

Seller #3: Print Name: **Jennifer Kay**
Signature: Jennifer M Kay Date: 2/11/2021

By Signature below the "BUYER" hereby agreed to the above mentioned "PURCHASE AGREEMENT".

BUYER: Print Name: Hugh S Miller IV. And or Assigns
Signature: Hugh S Miller IV Date: 2/15/2021

Handwritten initials and stamps: HSM, PSM, and two DS stamps (one with 'UJ', one with 'PSM').

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this, Agreement") made as of the 10th day of February, 2021 by and between Newton N. Hampton ("Seller") and Hugh Samuel Miller IV and/or Assigns ("Buyer").

WHEREAS, Seller is the owner of record title to the property, which consists of approximately (66+/-) acres, consisting of Two tracts, both located at Caratoke Highway, Legal Description of "A. Hampton" & "PL Hampton heirs Lot 1", located in Currituck County (Crawford Township), all as shown on Tax Records with Parcel ID 0007000003800000, and 0007000003700000 together with any and all improvements located thereon as well as all right privileges, appurtenances, easements, rights of ingress/egress and drainage rights.

Buyer, at Buyer's discretion, may obtain a boundary survey drawn in accordance with A.L.T.A. If obtained, the metes and bounds description of the Property resulting from the survey, if and as accepted by Buyer and Seller, shall upon such acceptance supersede and replace the description of the Property set forth herein for all purposes hereunder and shall be the description of the Property used in the Deed for the Property and Owner's Policy of Title Insurance to be obtained by Buyer. The survey of the Property shall be determinative of the exact acreage of the Property. Should the SELLER not agree with the BUYER's survey, the SELLER, at their cost may obtain a 2nd survey. Should both parties not agree to a resolution after a 2nd survey, the BUYER reserves the right in a dispute to have all deposits returned and terminate the contract.

WHEREAS, Buyer wishes to purchase and Seller wishes to sell the aforesaid property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings provided herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller and Buyer agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller according to the terms and conditions hereafter provided

DS 2/15/2021
NH / HCM

2. PURCHASE PRICE

The purchase price for approximately (66 +/-) acres shall be [REDACTED]. The actual acres will be determined by a buyer paid survey that which the purchase price will be adjusted up or down, in accordance with the per acre price and actual acres based upon a survey.

DS 2/12/2021
NH

3. PAYMENT OF PURCHASE PRICE

The purchase price, as stated above, shall be paid as follows:

Upon contract ratification by all parties an Earnest Money Deposit ("EMD") of [REDACTED]

DS
NH
HCM

SIGNATURES:

The above contract has been reviewed and agreed to by the "SELLERS" as listed on the Currituck County GIS Website. By Signatures below the "SELLER" hereby agreed to the above mentioned "PURCHASE AGREEMENT".

Seller: Print Name: **Newton Hampton**

DocuSigned by:
Signature: Newton Hampton
eFC628763D734D6..

Date: 2/12/2021

By Signature below the "BUYER" hereby agreed to the above mentioned "PURCHASE AGREEMENT".

BUYER: Print Name: Hugh S Miller IV, And or Assigns

Signature: [Handwritten Signature] AND/OR ASSIGNS

Date: 2/10/2021

Handwritten initials "HSM" and a square stamp containing "OS" and "MH".