

Conf 731
5/2/01

Initial Application Date: 5-1-01

Application # 000903

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793

LANDOWNER: Pine Grove Dev. Address: 622 Buffalo Lake Rd
City: SANFORD State: NC Zip: 27330 Phone #: 498-2204

APPLICANT: Same. Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____
(52 Judi Lee)

PROPERTY LOCATION: SR #: 1141 SR Name: micro-Tower
Parcel: 03-9597-0157-76 PIN: 95-97-82-8176 (out of)
Zoning: RA20R Subdivision: Heather Brook PH IV Lot #: 60 Lot Size: .58 AC
Flood Plain: X Panel: 75 Watershed: NA Deed Book/Page: offer to Purchase Plat Book/Page: 2006/689

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Highway 27 west to Tingen Rd -
Left on micro-Tower - Left on Eisler - Right on
Judi Lee - Job on Left.

PROPOSED USE:

- Sg. Family Dwelling (Size ___ x ___) # of Bedrooms ___ Basement ___ Garage ___ Deck ___
- Multi-Family Dwelling No. Units ___ No. Bedrooms/Unit ___
- Manufactured Home (Size 27 x 56) # of Bedrooms 3 Garage NA Deck NA

Comments: _____

- Number of persons per household 1
- 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 _____

1. Manufactured home must have a pitched roof.
2. Manufactured home must have underpinning.
3. Moving apparatus must be removed, under pinned, or landscaped.
4. Steps 2&3 completed w/in 60 days of C.O. issuance.

Water Supply: County Well (No. dwellings _____) Other _____

Sewer: Septic Tank/ Existing: YES NO County Other _____

Erosion & Sedimentation Control Plan Required? YES NO

Structures on this tract of land: Single family dwellings ~~1~~ Manufactured homes 1 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>55'</u>	Rear	<u>25</u> <u>171'</u>
Side	<u>10</u>	<u>15'</u>	Corner	<u>NA</u> <u>NA</u>
Nearest Building	<u>—</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 D. Stoval
Signature of Applicant

5-1-01
Date

HARNETT COUNTY CASH RECEIPTS
*** CUSTOMER RECEIPT ***
DATE: 5/01/01 00 RECEIPT: 0000895

DESCRIPTION	QTY	AMOUNT	TP	TM
2001 50001903	1	\$100.00	*B4	CK
BP - ENV HEALTH			CK:	14132
NEW SEPTIC				

TENDER DETAIL
CK 14132 \$100.00
DATE: 5/01/01 TIME: 14:12:30
TOTAL CHECK PAYMENT \$100.00
AMOUNT TENDERED \$100.00

** THANK YOU FOR YOUR PAYMENT **

SURVEY FOR:

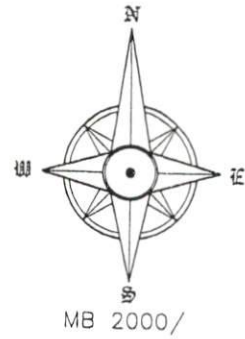
HP: 5142

PINE GROVE DEVELOPMENT CORP.

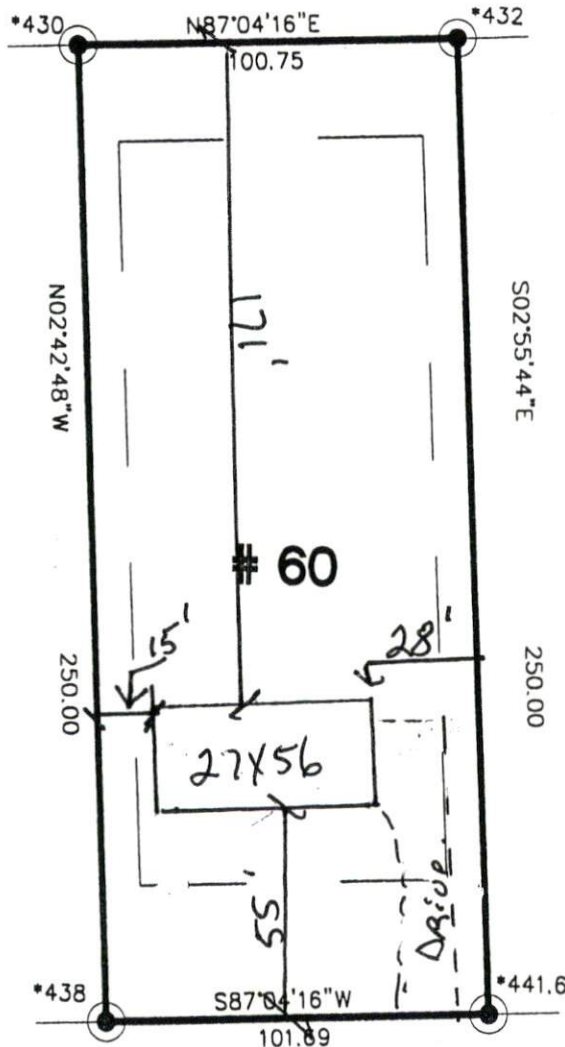
TOWNSHIP: BARBECUE-HARNETT CO., N.C.

SCALE: 1" = 50'

DATE: NOVEMBER 2, 2000



SITE PLAN APPROVAL
 DISTRICT AA-20-12 USE DCMH
 #BEDROOMS 3
 Date 11/14/01
 Zoning Administrator [Signature]



Required Property Line Setbacks	Minimum	Actual
Front	35	15
Side	10	70
Corner	25	171
Rear		
Nearest Building	10	

59

61

JUDI LEE RD

NOTE:

LEGEND:

I FURTHER CERTIFY THAT THIS PROPERTY (DOES NOT) LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

BEING ALL OF LOT # 60, HEATHER BROOK ESTATES, PHASE 4, RECORDED IN MAP BK 2000, PG [blank], HARNETT COUNTY REG.

FIP FOUND IRON PIPE
 SIP SET IRON PIPE
 R/W RIGHT OF WAY

AGREEMENT

This agreement made and entered into this 25th day of April, 2001 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Suite A, Sanford NC 27330, hereinafter referred to as "Seller" and

Geoffrey J. Wann
of HHC2/504 PIR Ft. Bragg NC 28310
(STREET) (CITY) (STATE) (ZIP)

hereinafter referred to as "Buyer" WITNESSETH:

1. For and in consideration of the mutual promises stated herein, the receipt and sufficiency of which is mutually acknowledged, Buyer and Seller agree respectively to purchase and sell that certain real property, known and described as:

A. All of that certain tract or parcel of land known and described as Lot No. 60 on map entitled Heather Brook Estates, Phase IV, Harnett County, North Carolina, Pine Grove Development Corp; recorded in the Register of Deeds office, Map Book 2000, page 689, Harnett County, North Carolina.

B. Together with the dwelling placed thereon by Seller in accordance with the attached Plans (Exhibit A) and Specifications (Exhibit B) which are made a part hereof; said dwelling is manufactured by Redman Homes and known as the SJ63 model.

2. The consideration and purchase price is in the sum of \$ 90,335.00 and shall be paid as follows:

A. \$ 100.00 in earnest money paid by cash with the delivery of this offer and held in escrow by Pine Grove Development Corp., until the sale is closed and shall be credited to the buyer and applied as follows:

\$ -0- down payment and/or

\$ 100.00 origination fee.

B. \$ 821.00 the balance of the Buyer's origination fee and down payment to be paid as follows:

\$ 205.00 on or before 5/15/01

\$205.00 on or before 6/1/01

\$205.00 on or before 6/15/01

\$206.00 on or before 7/1/01

If a DVA loan, this amount does not include the DVA funding fee (added to loan, if not included).

C. \$ 90,335.00 the balance of the purchase price by bank check or money order (certified funds) (through loan proceeds) at closing.

3. This agreement is contingent upon Buyer through total cooperative and expeditious exercise of his best efforts, being able to obtain a firm commitment for a DVA loan plus DVA funding fee on or before July 18, 2001 in the principal sum of \$ 92,178.00 for a term of 30 years at an interest rate not to exceed the available rate. In the event Buyer can not obtain loan commitment the earnest money will be refunded to the Buyer less credit report and appraisal fee. It is expressly agreed that not withstanding any other provision of this contract Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price exceeds the reasonable value of the property established by the Department of Veterans Affairs. Buyer shall however have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the DVA.

4. Ad valorem taxes on the real property for the current year shall be prorated between the parties at the time of closing.

5. Title to the premises shall be marketable fee simple, as insured at regular rates by a Title Insurance Company licensed to do business in the state of North Carolina, conveyed by General Warranty Deed free and clear of all liens and encumbrances excepting:

6. Buyer and Seller agree to use their best efforts to close the transaction on or before July 18, 2001. It is understood that time is not of the essence unless stated otherwise in this agreement.

7. Possession shall be delivered at closing of title.

8. In addition to the warranties of title set forth in paragraph 5, Seller hereby warrants and certifies the following:

A. That there is no restriction, easement or zoning regulation which will prohibit the use of the property for single family residential purposes,

B. That all encumbrances or assessments for pavings, sidewalks, water, or other existing improvements which are either pending, approved or assessed if any, shall be paid or cleared at closing by Seller and;

C. That there have been and will be at closing no unpaid improvements to the property within 120 days which might result in a material man's or laborer's lien.

9. That the residence thereon was a manufactured home and is delivered to Buyer subject to the warranties of said manufacturer, a copy of which is attached and made a part hereof as exhibit C and shall survive delivery of the Deed. In addition Seller warrants for the term of one year, the setup of home, the foundation free from cracks and/or settlement other than those tolerances normally acceptable to the industry and area, and the utility hookups, i.e. electrical and water.

10. Miscellaneous provisions:

(a) Seller shall furnish to Buyer, his agent or attorney any available information requested concerning title, survey, easements, loan information, etc., reasonably required for closing;

(b) Risk of loss from fire or other casualty shall be upon Seller prior to closing.

(c) This contract may not be assigned by Buyer without prior written consent of the Seller;

(d) In the event of conflict between the plans and specifications for the construction to be performed by Seller, written specifications shall prevail;

(e) This agreement shall be binding upon the respective heirs, administrators, executors and assigns of the parties and any dispute regarding such agreement shall be construed in accordance with the laws of North Carolina;

(f) Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require;

(g) The closing date is the responsibility of the Buyer in regard to prorations and payment;

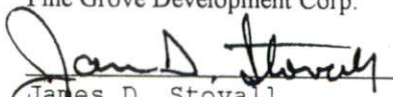
(h) THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY MODIFICATIONS OF CHANGE MUST BE IN WRITING AND EXECUTED BY THE PARTIES;

(i) Seller shall pay all costs of closing of title including: attorney's fees, title insurance, real estate tax, recording fees, miscellaneous mortgage company fees, etc. In addition Seller shall pay the first year's homeowner insurance premium and the required items, and tax escrow required by the lender. Buyer shall pay the 1% loan origination fee to be held in escrow by Pine Grove Development Corp..

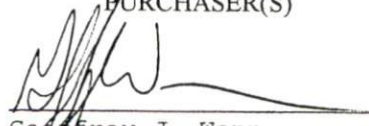
(j) In the event the contingency clauses of this agreement; i.e. mortgage approval, or appraisal are not met, Buyer shall be responsible for credit report fees of \$55.00 and appraisal fees of \$300.00, all other deposit monies shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title, all deposit monies shall be retained by Seller as liquidated damages.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this the date and year first above written intending to be legally bound.

SELLER
Pine Grove Development Corp.


James D. Stovall

PURCHASER(S)


Geoffrey J. Wann