

Initial Application Date: 5/29/01

Application # 01-5-2142

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: JASON M. LEE
DAVID B. RAYNOR Mailing Address: 5815 NC 217
City: ERWIN State: NC Zip: 28339 Phone #: (910) 897-4096

APPLICANT: JERALD REMER Mailing Address: 112 ALABAMA LN
City: FAYETTEVILLE State: NC Zip: 28306 Phone #: 910 424 4600

PROPERTY LOCATION: SR #: 2039 SR Name: Walker Rd.
Parcel: 12-0545-0064-04 PIN: 0555-16-0549
Zoning: NA Subdivision: Walker Estates Lot #: 4 Lot Size: 1.79 AC
Flood Plain: X Panel: 0175 Watershed: NA Deed Book/Page: 1083-44 Plat Book/Page: 200-484

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 S. Right on Horseshoe Bend to the end
at stop sign turn Right then 1st left onto Walker Rd then Right
into subdivision on Ray Lee Drive (across the street is a church)

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 30 x 50) # of Bedrooms 3 Garage Deck 8x10 Included 2 Baths
- 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

Structures on this tract of land: Single family dwellings Manufactured homes 1 Other (specify) Proposed

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>360</u>	Rear	<u>25</u> <u>345</u>
Side	<u>10</u>	<u>25</u>	Corner	<u>20</u> <u> </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.

Carla Emmons
Signature of Applicant

5/29/01
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

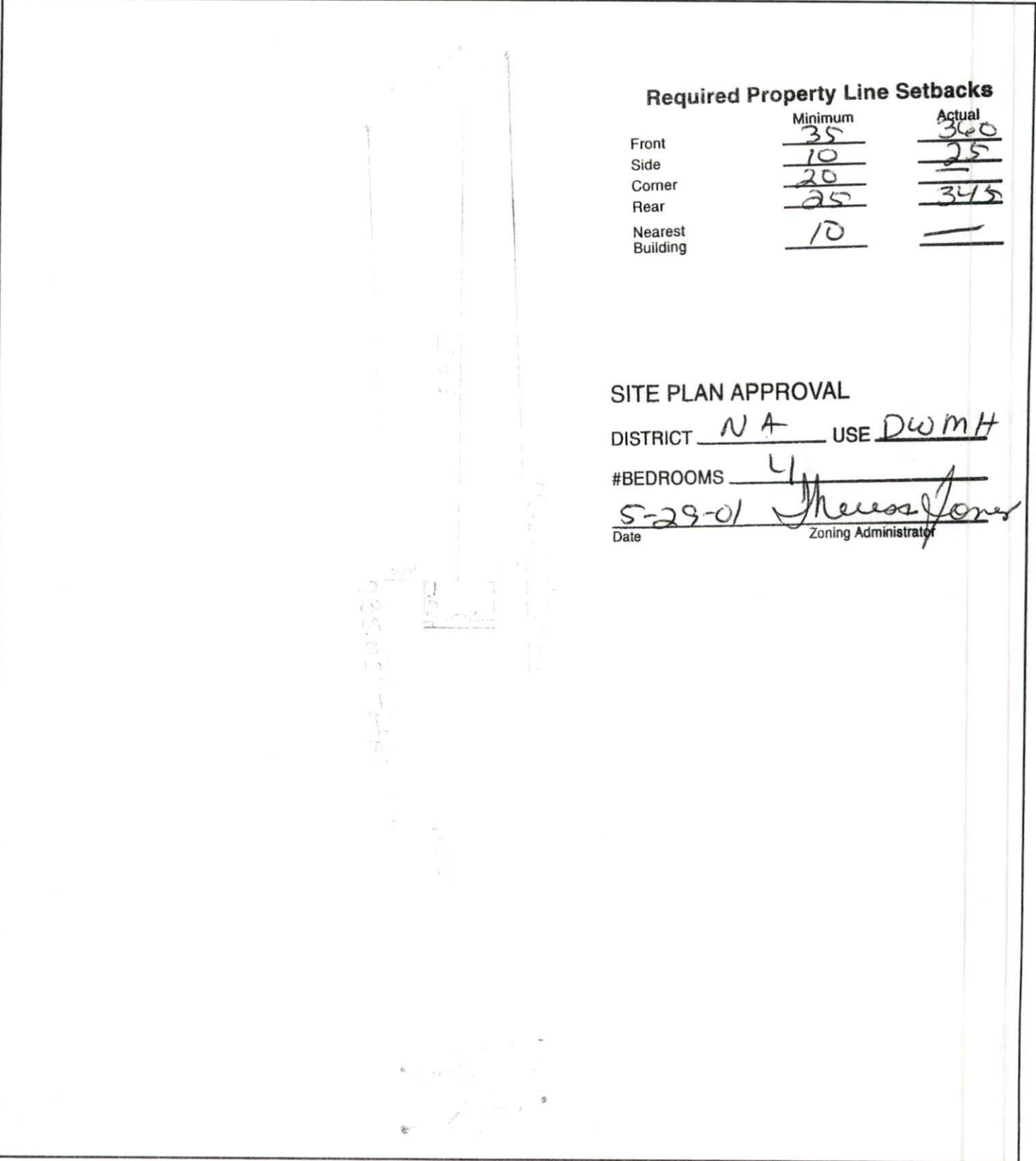
JOB R. J. ... TERRACE

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE 1" = 20'



Required Property Line Setbacks

	Minimum	Actual
Front	<u>35</u>	<u>360</u>
Side	<u>10</u>	<u>25</u>
Corner	<u>20</u>	<u>—</u>
Rear	<u>25</u>	<u>345</u>
Nearest Building	<u>10</u>	<u>—</u>

SITE PLAN APPROVAL

DISTRICT NA USE DWMH

#BEDROOMS 4

5-29-01 Mess Jones
Date Zoning Administrator

OFFER TO PURCHASE AND CONTRACT

* JERALD REMER

hereby offers to purchase and Jason Matthew David Brian Raynor 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 County of, Harnett State of North Carolina, being known as and more particularly described as: Street Address Ray Lee Drive off Walker Rd, NCSR 2039 Zip Legal Description Lot 4 1.790 Acres

2. PERSONAL PROPERTY: None

3. PURCHASE PRICE: The purchase price is \$ 14,500.00 and shall be paid as follows:

- (a) \$ 433.00 in earnest money paid by Cash, Bank or Certified (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) \$ 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) \$ by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of % per annum payable as follows: Prepayment restrictions and/or penalties, if any, shall be: Assumption or transfer rights, if any, shall be:

(d) \$ 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 effective through the date of closing, for a loan in the principal amount of \$ for a term of year(s), at an interest rate not to exceed % per annum, with mortgage loan discount points not to exceed % 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: (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 % per annum fixed (or describe type of loan) with mortgage loan assumption and/or discount points not to exceed % of the loan balance. (See Standard Provision No. 2) If such assumption requires the lender's approval, approval must be granted on or before 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: (c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for 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: (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".) 1. Earnest money to be refunded if buyer can not obtain a septic permit for a conventional system with a cost not to exceed \$1500.00. 2. Earnest money to be refunded if lot does not appraise high enough to cover purchase price.

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 6-20-01 at a place designated by Buyer The deed is to be made to JERALD REMER

8. POSSESSION: Possession shall be delivered 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 counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer 4-3-01 Date of Acceptance: 4-3-01 Buyer Jerald Remer (SEAL) SELLER (SEAL) Buyer (SEAL) SELLER (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date Firm By:

Selling Agent/Firm Acting as Listing Agent/Firm Acting as Buyer's Agent Seller's (sub)agent Dual Agent Seller's (sub)agent Dual Agent

This Standard Form has been approved jointly by the:

NORTH CAROLINA BAR ASSOCIATION as Form No. 2 NORTH CAROLINA ASSOCIATION OF REALTORS, INC. as Standard Form No. 301 Copyright © 2003

Exhibit A

LEGAL DESCRIPTION

Being all of Lot # 4 Walker Estates Subdivision as recorded in Map # 2000-484, located in Stewarts Creek Township, Harnett County. Said map is incorporated herein as reference for a more explicit description. Lot 4 is bounded and specifically described as follows:

BEGINNING at a Iron Stake Set in the line of Esther D. Monereau (Deed Book 1083, Page 44). Said Iron Stake is located North 07 degrees 08 minutes 33 seconds West a distance of 361.03 feet from a Cotton Spindle Set in the centerline of NCSR 2039 (Walker Road);

THENCE, as the dividing line between Lots 3 and 4, North 88 degrees 36 minutes 44 seconds West for a distance of 50.56 feet to an Iron Stake Set, and continuing 299.29 feet to an Iron Stake Set, 287.97 feet to an Iron Stake Set, 97.20 feet for a total distance of 735.02 feet to a calculated point in "Gum Swamp";;

THENCE, as the dividing line between Lot 4 and the residual portion of the David Brian Raynor and Jason Matthew Lee Tract (Deed Book 1366, Page 955), North 23 degrees 04 minutes 02 seconds West for a distance of 114.08 feet to a calculated point in "Gum Swamp";

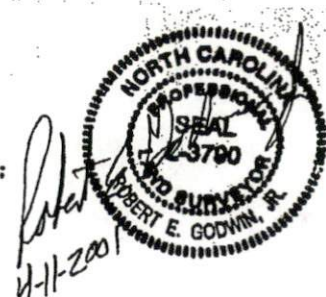
THENCE, as the dividing line between Lots 4 and 5, South 88 degrees 36 minutes 42 seconds East for a distance of 128.85 feet to an Iron Stake Set, and continuing 288.59 feet to an Iron Stake Set, 298.67 feet to an Iron Stake Set, 50.56 feet, for a total distance of 766.67 feet to an Iron Stake Set;

THENCE, as the line of Monereau, South 07 degrees 08 minutes 33 seconds East for a distance of 105.00 feet to the point of **BEGINNING**;

Subject to a 30' wide ingress, egress, regress and utility easement along "Ray Lee Drive" as shown on said recorded plat.

Said property contains 1.790 Acres more or less.

The Foregoing Description was prepared by:
Streamline Land Surveying, Inc.
870 N.C. Hwy. 55 West
Coats, N.C. 27521
Phone: 910-897-7715 Fax: 910-897-7284



Filename:\0555\RA011004\LOT4.DOC
REG 04112001

** THANK YOU

TEDE:
CA
DATE:
TOTAL C
AMOUNT TE

NL