

Initial Application Date: 7-17-01

Application # 20002560

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: (625 Eisler Rd)
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1141 SR Name: Micro Tower
Parcel: 03-9597-0157- PIN: 95-97-82-8176 (out of)
Zoning: R20R Subdivision: Heather Brook PH III Lot #: 50 Lot Size: .65 AC.
Flood Plain: X Panel: 75 Watershed: NA Deed Book/Page: offer to purchase. Plat Book/Page: 2000/689.

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West to Tingen Rd - Left
ON Micro Tower - Left on Eisler - Turn on Right
before Lois Carol Ct. Intersection.

PROPOSED USE:

- Sg. Family Dwelling (Size ___ x ___) # of Bedrooms _____ Basement _____ Garage _____ Deck _____
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size 27x76 # of Bedrooms 3 Garage NA Deck NA .

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 _____

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

Erosion & Sedimentation Control Plan Required? YES NO _____

Structures on this tract of land: Single family dwellings 0 Manufactured homes 0 Other (specify) 0

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>50</u>	Rear	<u>25</u> <u>177</u>
Side	<u>10</u>	<u>11</u>	Corner	<u>NA</u>
Nearest Building	<u>0</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.

Jane Stovall
Signature of Applicant

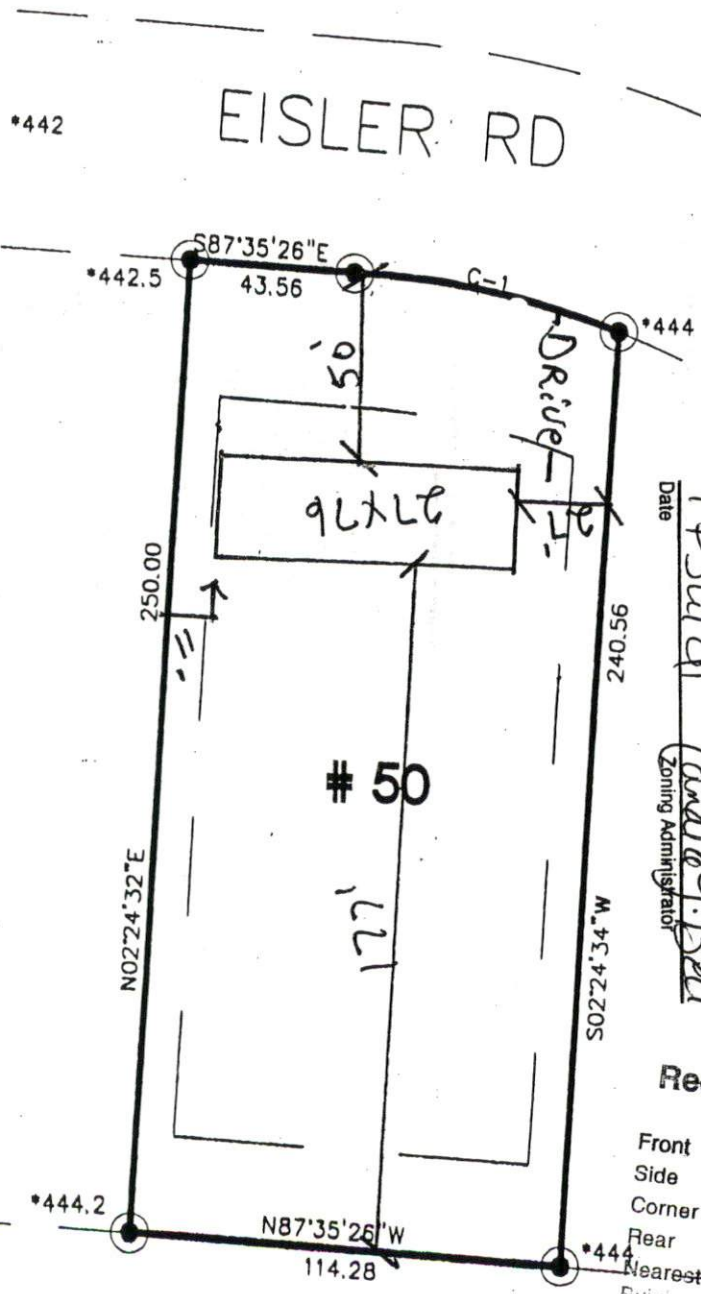
Date

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

SCALE: 1" = 50'

DATE: NOVEMBER 7, 2000

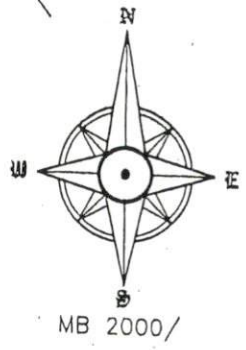
LOIS CAROL CT



51

50

SITE PLAN APPROVAL
 DISTRICT RA-200R USE DISTRICT
 #BEDROOMS 3
 Date 1/7/01
 Zoning Administrator Candice J. Bell



Required Property Line Setbacks

Requirement	Required	Actual
Front	35	50
Side	10	11
Corner	10	11
Rear	25	25
Nearest Building	10	11

NOTE:

I FURTHER CERTIFY THAT THIS PROPERTY (DOES NOT) LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FIRM FLOOD INSURANCE BEING ALL OF LOT # 50, HEATHER BROOK ESTATES, PHASE 4, RECORDED IN MAP BK 2000.PG , HARNETT COUNTY REG. ALL IMPROVEMENTS SHOWN AS PROPOSED.

LEGEND:

- FIP FOUND IRON PIPE
- SIP SET IRON PIPE
- R/W RIGHT OF WAY
- ELEVATIONS
- PP POWER POLE

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Nearest Building	<u>0</u>			

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Jane Stovall
Signature of Applicant

_____ Date

PLOT PLAN FOR:

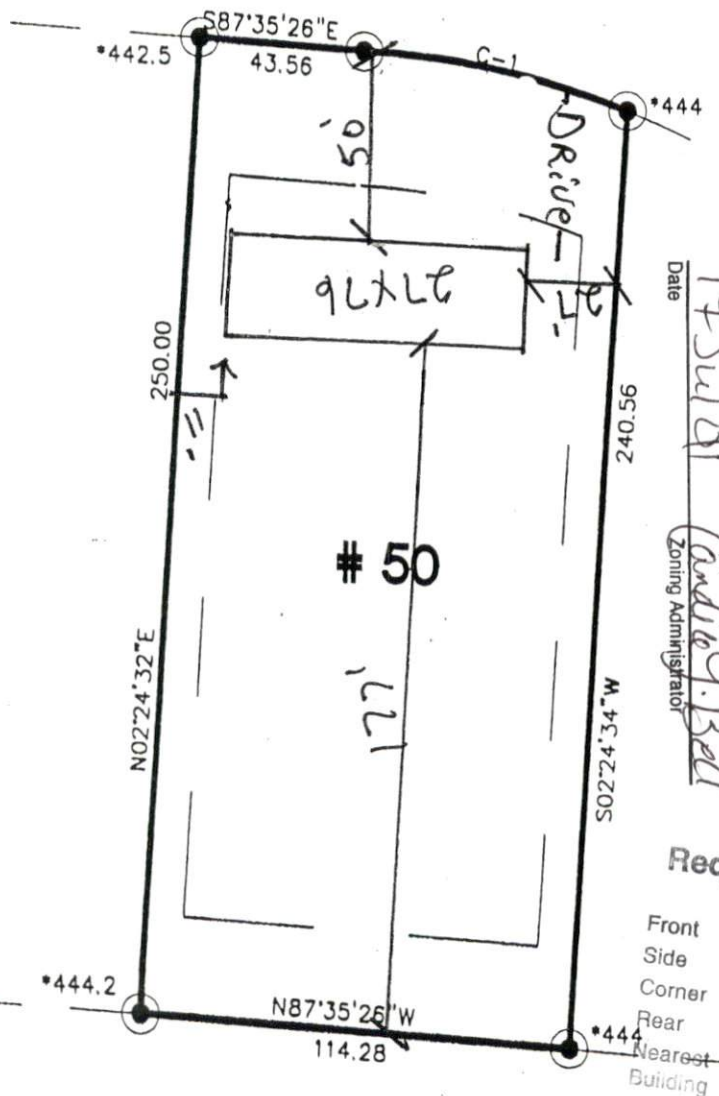
HP: 5140

PINE GROVE DEVELOPMENT CORP.

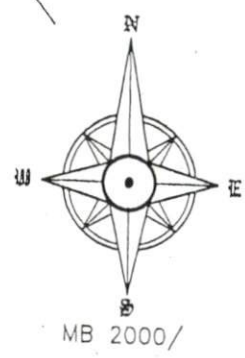
TOWNSHIP: BARBECUE-HARNETT CO., N.C.
SCALE: 1" = 50'
DATE: NOVEMBER 7, 2000

EISLER RD

LOIS CAROL CT



SITE PLAN APPROVAL
 DISTRICT R-2002 USE DRIVEWAY
 #BEDROOMS 3
 Date 17 Jul 01
 Zoning Administrator Andriey Bell



Required Property Line Setbacks

Requirement	Required	Actual
Front	35	50
Side	10	11
Corner	20	N/A
Rear	25	122
Nearest Building	10	N/A

NOTE:

LEGEND:

AGREEMENT

This agreement made and entered into this 11th day of July, 2001 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Suite A, Sanford NC 27332, hereinafter referred to as "Seller" and

Cheri L. Hill

of 485 North Ashe Street _____ Southern Pines _____ NC _____ 28387 _____
(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. 50 on map entitled Heather Brook Estates, Phase IV, Harnett County, North Carolina, Pine Grove Development Corp; recorded in Map Book 2000, Page 689 in the Register of Deeds office, Harnett County, North Carolina.

B. Together with the dwelling to be 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 SJ62 model.

2. The consideration and purchase price is in the sum of \$114,333.00 and shall be paid as follows:

A. \$100.00 in earnest money 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:

\$100.00 origination fee.

B. 4,466.00 the balance of the Buyer's portion of down payment and origination fee to be paid as follows:

\$258.00 on or before 7/20/01
\$258.00 on or before 8/10/01
\$258.00 on or before 8/24/01
\$259.00 on or before 9/7/01 and
\$3,433.00 at closing

C. \$110,900.00 the balance of the purchase price by bank check or money order (certified funds) (through loan proceeds) at closing.
If a FHA loan, this amount does not include the FHA funding fee (added to loan, if not included).

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 FHA loan at available rate and term on or before September 10, 2001 in the principal sum of \$110,900.00 for a term of 30 years with 0 points to Seller.

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:

A. Restrictive Covenants entitles Declaration of Covenants, Conditions and Restrictions of Heather Brook Estates and made a part hereof,

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;

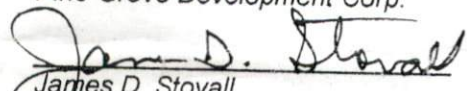
(h) THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY MODIFICATIONS OF CHANGE MUST BE IN WRITING AND EXECUTED BY THE PARTIES;

(i) Seller shall pay all costs of closing of title including: attorney's fees, title insurance, 1 1/2% FHA mortgage insurance premium, 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 origination fee prior to closing to be held in escrow by Pine Grove Development Corp.

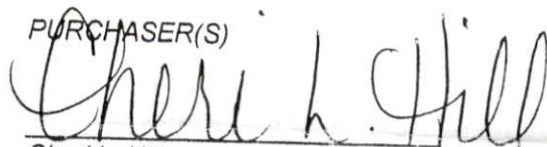
(j) In the event the contingency clauses of this agreement; i.e. mortgage approval, or appraisal are not met, Buyer shall be responsible for credit report fees of \$55.00 and FHA appraisal fees of \$450.00 and all other deposit moneys shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title; all deposit moneys 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)


Cheri L. Hill