

Initial Application Date: 11-28-01

Application #01- 1063535

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 #: _____

PROPERTY LOCATION: SR #: _____ SR Name: Highway 24-27 West.
Parcel: 09-9556-0064 (out of) PIN: 9565-58-1119
Zoning: RA20R Subdivision: Woodbridge - PH I Lot #: 38 Lot Size: _____
Flood Plain: Panel: 150 Watershed: NA Deed Book/Page: OFF to purchase Plat Book/Page: _____

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 west to 24-27 west - Turn Right.
Go 2 miles - Sub division on Right - Keep Right Turn
ON Left @ Cut-de-Sac

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 76) # 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 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>80'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>33'</u>	Corner	<u>NA</u>
Nearest Building	<u>NA</u>	<u>NA</u>		<u>NA</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.

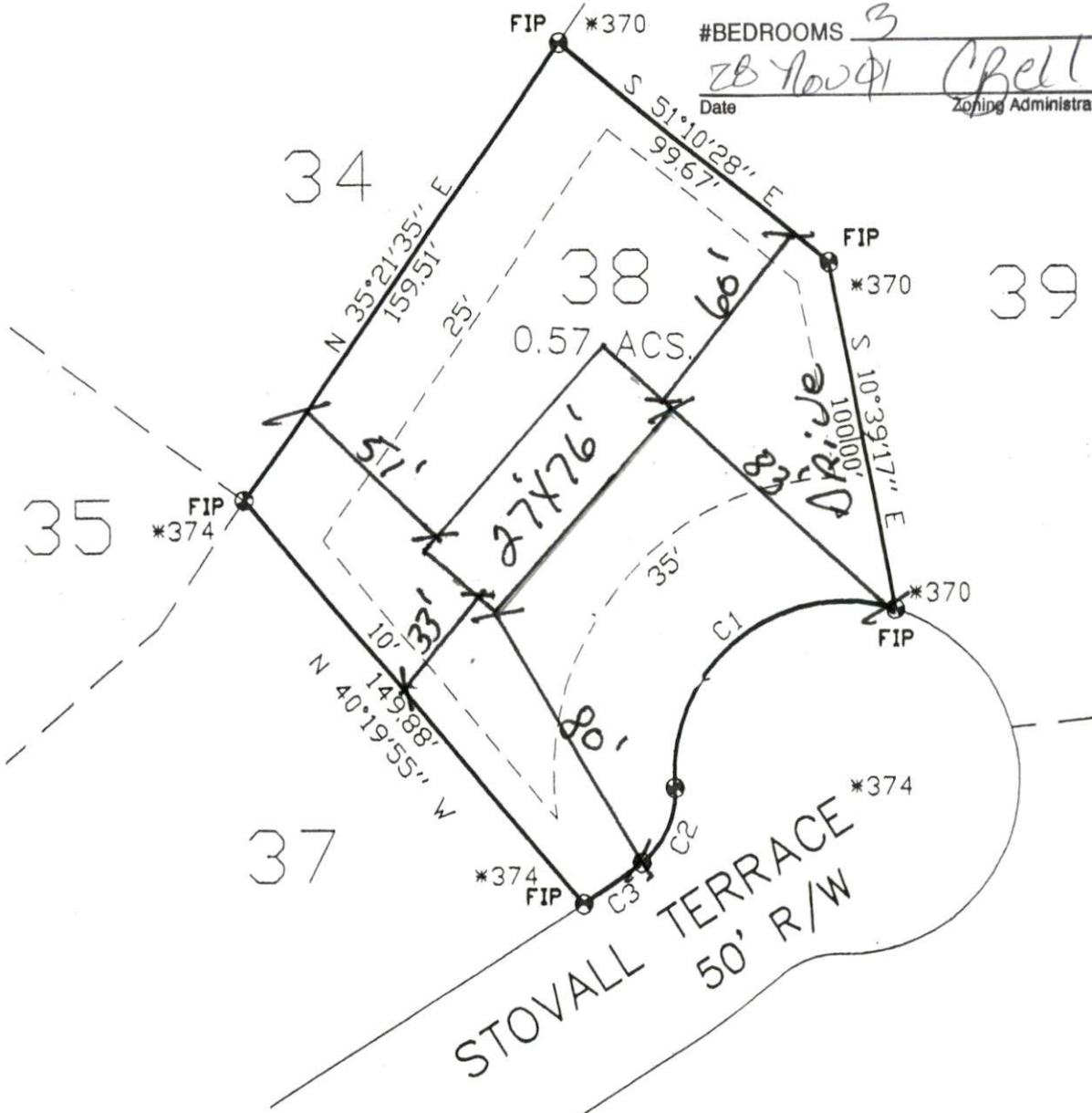
James Stovall
Signature of Applicant

11-28-01
Date

HP: 5253



SITE PLAN APPROVAL
 DISTRICT RA-20R USE PWMT
 #BEDROOMS 3
 Date 28 Nov 01 CBell
 Zoning Administrator



NUMBER	DIRECTION	RAD '	CHORD
C1	S 51°58'58" W	50.00	82.05
C2	N 24°43'56" E	25.00	23.39
C3	N 55°15'20" E	225.00	20.71

OWNER/DEVELOPER
 PINE GROVE DEVELOPMENT CORPORATION
 P.O. BOX 806
 SOUTHERN PINES, N.C. 28327

NOTE:

BEING ALL OF LOT # 38 OF WOODBRIDGE SUBDIVISION PHASE 1 RECORDED IN 2000/ - HARNETT CO. REG.

LEGEND:

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

I FURTHER CERTIFY THAT THIS PROPERTY (DOES NOT) LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FIRM FLOOD INSURANCE

DATE: OCTOBER 29, 2001

PLOT PLAN FOR: LOT #38

AGREEMENT

This agreement made and entered into this 8 day of Nov., 20 01 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Suite A, Sanford NC 27332, hereinafter referred to as "Seller" and

Jason L. Davis and wife, Michelle L. Davis of 121 Joseph Lonsway Apt. A Clayton NY 13624 (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. 38 on map entitled Woodbridge, Phase I, Harnett County, North Carolina, Pine Grove Development Corp; to be recorded in the Register of Deeds office, 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 980 model.

2. The consideration and purchase price is in the sum of \$ 105,815.00 and shall be paid as follows:

A. \$ 100.00 in earnest money paid by check 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. \$ 979.00 the balance of the Buyer's origination fee and down payment to be paid as follows:

- \$ 245.00 on or before Nov. 30, 2001
\$ 245.00 on or before Dec. 15, 2001
\$ 245.00 on or before Jan. 1, 2002
\$ 244.00 on or before Jan. 30, 2002

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

C. \$ 105,815.00 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 Seller paid buy down loan plus DVA funding fee on or before February 11, 20 02 in the principal sum of \$ 107,931.00 for a term of 30 years at a 6 1/2% interest rate. The maximum buy down amount Seller is to pay is limited to 1%. 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:

A. Restrictive Covenants entitled Declaration of Covenants, Conditions and Restrictions