

**COUNTY OF HARNETT LAND USE APPLICATION**

**Central Permitting**

**102 E. Front Street, Lillington, NC 27546**

**Phone: (910) 893-4759 Fax: (910) 893-2793**

**LANDOWNER: SHANE BOWDEN** Mailing Address: 195 JOEL RD #A

City: CARTHAGE State: NC Zip: 28327 Phone #: 910-947-1433

**APPLICANT: SAME AS ABOVE** Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

**PROPERTY LOCATION:** SR #: 1107 SR Name: CYPRESS CHURCH RD

Parcel: 09-9554-0017 % PIN: 9554-02-8168 %

Zoning: ra-20m Subdivision: OLLIE DOUGLAS Lot #: 5 Lot Size: 1.53 ACS

Flood Plain: X Panel: 0150 Watershed: III Deed Book/Page: OTP Plat Book/Page: 2002/353

**DIRECTIONS TO THE PROPERTY FROM LILLINGTON: NC27W TO NC 24/27W, LEFT ONTO HILLMON GROVE RD, RIGHT ONTO CYPRESS CHURCH RD, PROPERTY IS ON LEFT**

**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 28x68) # of Bedrooms: 3 Garage: N Deck: N

Comments: \_\_\_\_\_

Number of persons per household: \_\_\_\_\_ Number of Employees at business: \_\_\_\_\_

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  (# 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 PROP 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
Front	35	125
Side	10	75
Nearest Building	10	NA
Rear	25	143
Corner	20	NA

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.

Shane R. Bowden  
Signature of Applicant

1 APR 02  
Date

#423 41-02

**\*\*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

DEPARTMENT OF TRANSPORT,  
DIVISION OF HIGHWAYS  
NO APPROVAL NECESSARY  
*R.R. Stone*  
DISTRICT ENGINEER  
3-11-02  
MTE

JOHNSON  
#571/128

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SE  
HE  
NT

MOORE COUNTY ROAD S.  
S 56°07'23"E  
645.65'

EIP  
ROL CR.

LOT 5  
1.53 AC.

Front  
Side  
Corner  
Rear  
Nearest  
Building

Required Property Line Setbacks

LOT 4  
1.98 AC.

35	Minimum
10	Side
20	Corner
25	Rear
10	Nearest Building
143	Actual
59-128	Actual
351-65	Actual

SITE PLAN APPROVAL  
DISTRICT USE *RA-ZON*  
#BEDROOMS *3*  
*Alperts*  
Zoning Administrator  
Date

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OFFER TO PURCHASE AND CONTRACT

ORIG

Shawne M. Bowen

as Buyer,

as Seller,

located thereon

hereby offers to purchase and Olivia Johnson Douglas, piece or parcel of land described below, together with all improve

upon acceptance of said offer, agrees to sell and convey, all of and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of N/A, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address Church Road Cameron N.C. Zip 28326 Legal Description: S.R. # 1107 Lot 5 Approx. 1.53 Ac.

(  All  A portion of the property in Deed Reference: Book 944, Page No. 659, Harnett Co. Register County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property. EXCEPT the following items: N/A

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ 15,900.00 and shall be paid as follows:

(a) \$ 500.00 EARNEST MONEY DEPOSIT with this offer by  cash  personal check  bank check  certified check  other: N/A to be deposited and held in escrow by Touchstone Realty ("Escrow Agent"), until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ 0.00 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A

TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ 0.00 BY ASSUMPTION OF the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ 0.00 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 15,400.00 BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.) Buyer must be able to obtain a FHA VA (attach FHA/VA Financing Addendum)  Conventional  Other: N/A loan at a  Fixed Rate  Adjustable Rate in the principal amount of \$88,500.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 30 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before 2-8-02 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows:

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes.

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: None

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0 per N/A

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.



This form has been jointly approved by the: North Carolina Bar Association North Carolina Association of REALTORS®



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