

Initial Application Date: 8-29-03

Application # 03-0-7806  
87 Pat way Ln

COUNTY OF HARNETT LAND USE APPLICATION

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

LANDOWNER: M & P Properties Mailing Address: Lot 13 Pat-Way Lane

City: Lillington State: NC Zip: 27546 Daytime Phone # 910-814-3349

APPLICANT: Moore Homes Mailing Address: 3205 Hwy 421 North City: Lillington

State: NC Zip: 27546 Phone #: 910-814-3349

PROPERTY LOCATION: SR #: Hwy 27 SR Name: Pat-Way Lane (NC 27)

Parcel: 03-9576-00-8923 PIN: 0517-27-3759

Zoning: RA-20R Subdivision: Clearview Subdivision Lot #: 13 Lot Size: 0.77

Flood Plain:  Panel: 90 Watershed: N/A Deed Book/Page: 1420 / 0041 Plat Book/Page: Offer To Purchase

If located with a Watershed indicate the % of Imperious Surface: \_\_\_\_\_

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: From Lillington take Hwy 27 West. Go 10 miles. Cross over the bridge.

Make a left turn into Clearview Subdivision. Lot number 13.

PROPOSED USE:

Sg. Family Dwelling (Size 27.4 X 76) # of Bedrooms 4 # Baths 2 Basement w/wo bath) N/A Garage N/A Deck N/A

Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_

Manufactured Home (Size x) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_

Comments: This is a Modular Home.

Number of persons per household 4

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

1 Proposed modular

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>100</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>22</u>	Corner	<u>N/A</u>
Nearest Building	<u>N/A</u>	<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.

Signature of Owner or Owner's Agent [Signature]

Date 8-29-03

**\*\*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

Modular

545 9/4 S



7806

FORM TO PURCHASE AND CONTRACT

hereby offering to purchase from WANDA AND DAVID WARE, as Seller, upon acceptance of this contract, all of that plot, piece or parcel of land described below, together with all improvements located thereon and all 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 LILLINGTON, County of HODKINSON, State of North Carolina, being known as and more particularly described as: Street Address PAT - WAY LANE Zip 27546. Legal Description LOT 13 CLEARVIEW SUBDIVISION

2. PERSONAL PROPERTY: N/A

3. PURCHASE PRICE: The purchase price is \$ 716000 and shall be paid as follows:  
(a) \$ N/A in earnest money paid by \_\_\_\_\_ (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) \$ N/A 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) \$ \_\_\_\_\_ this balance of the purchase price in cash at closing.

4. CONDITIONS: (Insert "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 N/A, effective through the date of closing, for a N/A loan in the principal amount of \$ N/A for a term of N/A 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: N/A  
(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, such 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 RESIDENTIAL 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: N/A (Insert "None" or the identification of such assessments, if any. The agreement for payment or prororation 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").  
COUNTY TAX TO BE PRORATED

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 \_\_\_\_\_.

8. POSSESSION: In the event of a closing, possession of the Property shall be delivered to the Buyer on the date of closing. In the event of a closing, the Seller shall pay the sum of \$ N/A per day from \_\_\_\_\_ and including \_\_\_\_\_.

9. COUNTERPARTS: This contract may be signed in counterparts and each counterpart when taken together shall be deemed to constitute one and the same agreement.

Date of Offer: \_\_\_\_\_ Date of Acceptance: 1-20-08  
Buyer: \_\_\_\_\_ Seller: Wanda Ware (SEAL)

Buyer: \_\_\_\_\_ (SEAL)  
I hereby acknowledge, accept and agree to the terms and conditions of this contract in accordance with the terms hereof.  
Date: \_\_\_\_\_

Name of Selling Agent/ Firm: \_\_\_\_\_ Acting as  Buyer's Agent  Seller's (Sub) Agent  Dual Agent  
Name of Listing Agent/ Firm: \_\_\_\_\_ Acting as  Seller's (Sub) Agent  Dual Agent

20 0007793

HARNETT COUNTY NC 05/30/2000  
15 \$124.00



Real Estate  
Excise Tax

Excise Tax \$124.00

HARNETT COUNTY NC  
Book 1420  
Pages 0041-0042

FILED 2 PAGE(S)  
05/30/2000 11:21 AM  
KIMBERLY S. HARGROVE  
Register Of Deeds

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 03 9576 0089 09  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to L. Holt Felmet, P.O. Box 1689, Lillington, NC 27546  
This instrument was prepared by L. Holt Felmet

Brief Description for the  
index

14.3 acres, Map No. 99-556, Barbecue  
Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this May 30, 2000, by and between

GRANTOR

H. WAYNE BOLTON (free trader, see  
Contract recorded in Book 1223, Page  
959, Harnett County Registry)  
51 Wilburn Road  
Fuquay Varina, NC 27526

GRANTEE

M & P PROPERTIES OF HARNETT COUNTY,  
a North Carolina partnership  
Post Office Box 577  
Broadway, NC 27505

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Barbecue Township, Harnett County, North Carolina and more particularly described as follows:

BEING ALL OF THAT 14.30 ACRES GROSS (13.87 NET) AS SHOWN ON  
THAT CERTAIN SURVEY FOR H. WAYNE BOLTON BY DOWELL G. EAKES,  
PLS, DATED 1-29-99, AND RECORDED IN MAP NUMBER 99-556, HARNETT  
COUNTY REGISTRY.

See document recorded in Book 1223, Page 959, Harnett County  
Registry for waiver of marital rights by Patricia Johnson  
Bolton.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1385, Pages 0202-0203.

A map showing the above described property is recorded as Map No. 99-556.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name) H. Wayne Bolton (SEAL)  
By: \_\_\_\_\_ (SEAL)  
President \_\_\_\_\_ (SEAL)  
ATTEST: \_\_\_\_\_ (SEAL)  
Secretary (Corporate Seal)



SEAL-STAMP NORTH CAROLINA, Harnett County.  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that H. WAYNE BOLTON Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of May, 2000.

My commission expires: 11/11/2001

Gail L. McDonald  
Notary Public

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ County.  
I, the undersigned, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of \_\_\_\_\_ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by it President, sealed with its corporate seal and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: 1/1 Notary Public

The foregoing Certificate(s) of Gail L. McDonald, Notary of  
Harnett Co.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KIMBERLY S. HARGROVE, REGISTER OF DEEDS FOR HARNETT COUNTY

By Elmura McLean Deputy/Assistant-Register of Deeds.

HARNETT COUNTY, NORTH CAROLINA  
DATE 5-30-2000 TIME 11:21 A.M.

Linn County Planning Department  
Central Permitting  
PO Box 65, Lillington, NC 27546  
910-893-4759

In order to provide the best customer service, Central Permitting staff compiled a list of procedures that helps to ensure successful permitting processes. Please follow steps necessary to expedite your plans.

Environmental Health New Septic Systems Test

- Place "property flags" in each corner of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. *No grading of property should be done.*
- After preparing proposed site telephone Environmental Health @ 893-7547 for questions on soil evaluation and confirmation number. Environmental Health will not begin soil evaluations until you call for confirmation number. Environmental Health is the source for all matters concerning testing and scheduling once application is completed at Central Permitting.

Environmental Health Existing Tank Inspections

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover.
- After preparing trapdoor call Environmental Health @ 893-7547 for confirmation number. Please be prepared to answer the following - The applicant's name, physical property location and the last four digits of your application number.

Fire Marshal Inspections

- Call Fire Marshal's office @ 893-7580 for all inspections.
- Prior to requesting final Building Inspection call Fire Marshal's office @ 893-7580 for inspection.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Please stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

Building Inspections

- Call Building Inspections @ 893-7527 to request any inspection.
- For new housing/set up permits ensure you meet E 911 / Addressing prior to calling for final inspection.

E911 Addressing

- Address numbers must be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day.
- At entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Call E911 Addressing @ 814-2038 for any questions.

Applicant Name: (Please Print) \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date 8-29-03