

Initial Application Date: 24 Jan 02

Application: 02-50004971

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Joyce B Young Mailing Address: 3485 Johnston County Rd  
City: Angier State: N.C. Zip: 27501 Phone #: 919 639 2934

APPLICANT: SAME Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

PROPERTY LOCATION: SR #: 1563 SR Name: Bill Avery Rd  
Parcel: 07-0680-0129-32 PIN: 0680-88-3775

Zoning: R 30 Subdivision: BIRCH FIELD Lot #: 27 Lot Size: 0.575  
Flood Plain: 0 Panel: 0105 Watershed: IV Deed Book/Page: 328 P 147 Plat Book/Page: 98/500

Specific  
DIRECTIONS TO THE PROPERTY FROM LILLINGTON:  Hwy 27 Thur Buries Creek Left  
 ON Bill Avery Left ON River Birch Run Right ON Birch  
 Grove Lane 10 + 27 ON Right  
 76 Birch Creek Dr.

PROPOSED USE:

- Sg. Family Dwelling (Size 29x42) # of Bedrooms 3 # Baths 2 Basement (w/wo bath) \_\_\_\_\_ Garage \_\_\_\_\_ Deck 12x14
- Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_
- Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_
- 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

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 \_\_\_\_\_ 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

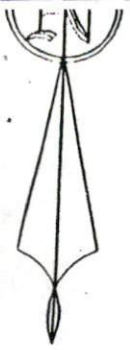
Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35</u>	<u>40</u>	Rear	<u>25</u> <u>130</u>
Side	<u>10</u>	<u>40</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u>      </u>		

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.

Joyce B Young By Bernard Young  
Signature of Applicant

6-24-2002 #617 7-2(N)  
Date

\*\*This application expires 6 months from the date issued if no permits have been issued\*\*



Magnet  
P. C. "C";

**SITE PLAN APPROVAL**  
DISTRICT RA-30

USE 5FD  
#BEDROOMS

Joe H. Penny, Jr.  
D. B. 829, Pg. 608

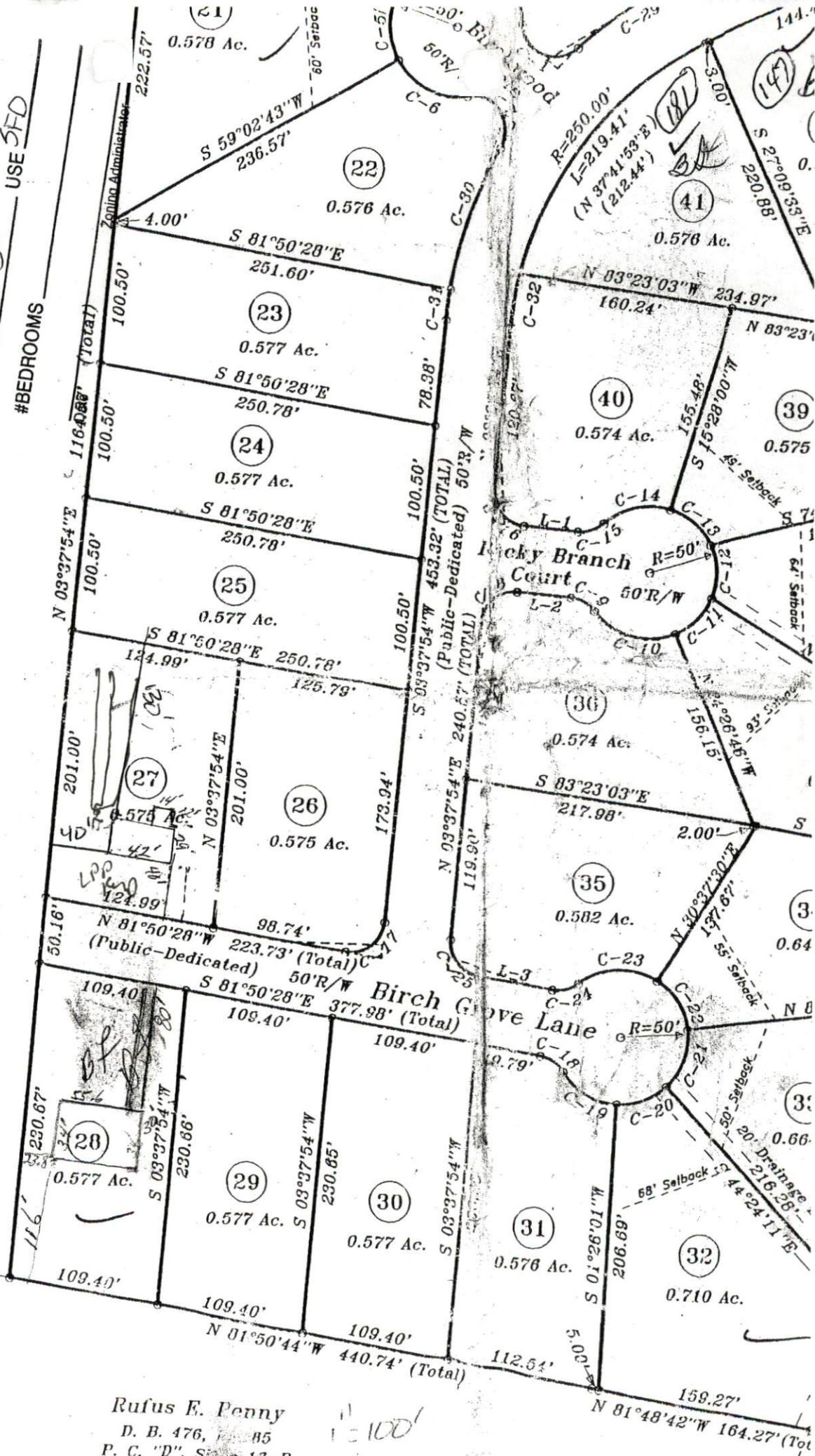
**FLOOD HAZARD STATEMENT**  
No structures on this plat are not within the FEMA 100 year Flood Hazard Area as shown on map No. 37085 C 0105 D. Date: April 16, 1990.

**NOTE:**  
All Existing Structures will be removed prior to new home construction.

**NOTE:**  
A 10' x 70' Sight Triangle shall be placed at all street intersections as shown hereon.

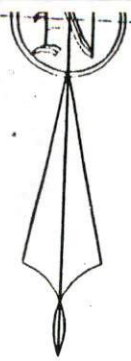
**Required Property Line Setbacks**

	Actual	Minimum
Front	116'	116'
Side	230.67'	230.67'
Corner	230.67'	230.67'
Rear	230.67'	230.67'
Nearest Building	230.67'	230.67'



Rufus E. Penny  
D. B. 476, Pg. 85  
P. C. "D", Sheet 13-B

1" = 100'



Magneti  
P. C. "C", S

SITE PLAN APPROVAL  
DISTRICT RA-30

USE SFD

#BEDROOMS

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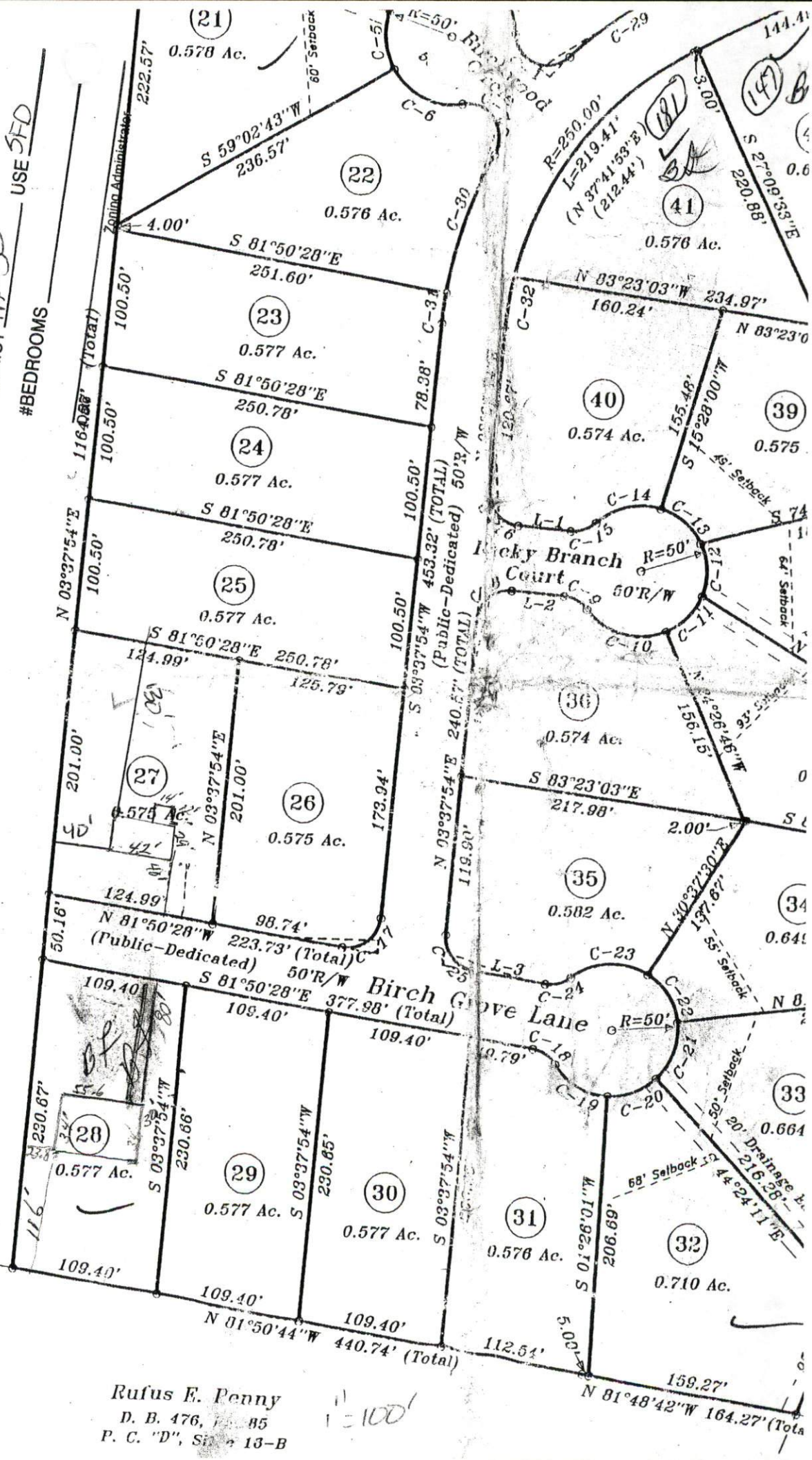
**FLOOD HAZARD STATEMENT**  
None shown on this plat are not within the FEMA 100 year Flood Hazard Area as shown on map No. 37085 C 0105 D. Date: April 16, 1990.

**NOTE:**  
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**NOTE:**  
A 10' x 70' Sight Triangle shall be placed at all street intersections as shown hereon.

Required Property Line Setbacks

	Actual	Minimum
Front	116'	116'
Side	230.67'	230.65'
Corner	230.66'	230.65'
Rear	109.40'	109.40'
Nearest Building	109.40'	109.40'



Rufus E. Penny  
D. B. 476, Pg. 85  
P. C. "D", Site 13-B

1" = 100'

# REAL ESTATE SALES CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Seller McKnight & Boone, Inc. hereby agrees to sell to Buyer, Bernard Young, or Buyer's nominee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The Property is located in Harnett County, (city/state) Coats, NC and is commonly known as (address) \_\_\_\_\_, has approximate lot dimensions of \_\_\_\_\_ x \_\_\_\_\_, and is legally described as follows:  
(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.)

Birchfield Subdivision Phase Four Lots 41, 27, 28  
Birchfield Subdivision Phase Two Lots 4, 5, 6

1. PURCHASE PRICE: The total purchase price to be paid for the Property by the Buyer is payable as follows:

- (a) Initial deposit ..... \$ 3000.00
  - (b) Sum due within 2 years days after acceptance of this Contract ..... \$ 87,000.00
  - (c) Additional sum due at closing (not including prorations) .....
  - (d) Proceeds of new note and mortgage to be given by Buyer or any lender other than the Seller .....
  - (e) Existing mortgage on the Property which shall remain on the Property but which shall not subject Buyer to any penalty or fee or increase in the original interest rate of said mortgage .....
  - (f) Balance due Seller by promissory note of the Buyer subject to the requirements set forth in this contract .....
  - (g) Balance due Seller by Articles of Agreement for warranty deed .....
- TOTAL PURCHASE PRICE ..... \$ 90,000.00

2. APPORTIONMENT OF PURCHASE PRICE AND DEED: Land \$ \_\_\_\_\_ Building \$ \_\_\_\_\_ Personal Property \$ \_\_\_\_\_. It is agreed that the Property will be conveyed by recordable \_\_\_\_\_ warranty deed, with release of dower and homestead rights, subject to general real estate taxes for the current year, covenants, conditions, restrictions of record, and easements of record, all of which must be acceptable to Buyer.

3. Buyer will pay for recordation of deed and prorated share of prepaid insurance, taxes, and interest, if any.

4. The Seller will pay for:  Revenue stamps (State, county, and local);  Title commitment in the amount of the purchase price from \_\_\_\_\_ or any title insurance company duly licensed to underwrite title insurance in the state of \_\_\_\_\_;  Survey;  Attorney's fees;  Appraisal fee;  Real estate commission;  Title abstract;  Title opinion letter;  F.H.A./V.A. mortgage discount;  Photographs;  Satisfaction of mortgage and recording fee;  Lead paint inspection;  Home inspection;  Repairs or replacements required by the F.H.A. or V.A. not to exceed \$ \_\_\_\_\_;  Any other inspections required by law.

5. PRORATED ITEMS: All rents, water taxes or charges, taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgages shall be prorated as of the date of closing. If Buyer is to accept the Property, subject to an existing mortgage requiring an escrow deposit for taxes, insurance, and/or other items, all escrow payments required to be made up to the time of closing shall be made to the escrow holder at Seller's expense and said escrow balance shall be assigned to the Buyer without compensation to the Seller; it being expressly understood that said escrow balance is included in the Total Purchase Price. All mortgage payments required of Seller to be made shall be current as of the time of closing. If the exact amount of real estate taxes cannot be ascertained at the time of closing, Seller agrees to prorate said taxes on the basis of 110% of the last ascertainable amount.

6. TITLE AND TITLE INSURANCE: Within \_\_\_\_\_ days  after the date of acceptance of this contract  after the date of approval of Buyer's mortgage loan (if any), the Seller will provide and deliver to Buyer or Buyer's Attorney:  A title commitment for an owner's title insurance policy in the amount of the purchase price (to be issued by a title insurance company duly licensed by the state of \_\_\_\_\_, to underwrite title insurance);  A title insurance commitment for a mortgage policy in the amount of \$ \_\_\_\_\_;  A continuation of abstract.

7. SURVEY: Within \_\_\_\_\_ days  after the date of acceptance of this contract  after the date of approval of Buyer's mortgage loan (if any), the Seller will provide and deliver to Buyer or Buyer's Attorney:  A new spotted certified survey having all corners staked and showing all improvements upon the Property.  No survey is required.

8. EXAMINATION OF TITLE AND TIME OF CLOSING: If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of Buyer's Attorney, on or before  \_\_\_\_\_ days after the mortgage loan approval  \_\_\_\_\_ days after acceptance of this contract. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within fifteen (15) days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have thirty (30) days to do so, in which case this sale shall be closed within ten (10) days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.

9. DEFAULT BY BUYER: If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit specified in paragraph 1(a) above, it being agreed that this is Seller's exclusive remedy.

10. DEFAULT BY SELLER: If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

11. CONDOMINIUM PROVISION: (a) If the subject property is a condominium unit, this contract is subject to the condition that Seller be able to obtain release or waiver of any right of first refusal or other preemptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. If, after making every reasonable effort, Seller is unable to obtain such release or waiver within the time provided and so notifies Buyer within that time, this contract shall become null and void and all of Buyer's deposits shall be returned to the Buyer, provided that if said option or preemptive right is not exercised within the time specified by the Declaration of Condominium, this contract shall remain in full force and effect for that period of time which the Declaration of Condominium provides for completion of the sale, should the option or preemptive right not be exercised. If the Declaration of Condominium contains no such option or preemptive right, this paragraph shall be null and void and not part of this contract. (b) Seller represents and warrants that there are no condominium assessments currently due and owing. Seller agrees to pay any assessments, including special assessments, that have been or will be levied at any time prior to the date of closing.

12. ATTORNEY FEES AND COSTS: If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.

13. RISK OF LOSS OR DAMAGE: Risk of loss or damage to the Property by any cause is retained by the seller until closing.

14. CONDITION OF THE PROPERTY: Seller agrees to deliver the Property to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that seller knows of no latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the same shall be in good working order at the time of closing.

16.  **MORTGAGE OR THIRD PARTY FINANCING** According to paragraph 1(d) of this contract, it is agreed that Buyer require a new mortgage loan to finance this purchase. The application for this mortgage will be made with a lender acceptable to Buyer, and unless a mortgage loan, acceptable to Buyer, is approved without contingencies other than those specified in this contract within \_\_\_\_\_ days from the date of acceptance of this contract, the Seller or Buyer shall have the right to terminate this contract and, at that time, all sums deposited by Buyer shall be returned to Buyer and Buyer shall return any surveys and copies of leases received from Seller. Notwithstanding the aforesaid provisions, if Buyer so requests and if Seller agrees, Seller shall have \_\_\_\_\_ days to offer Buyer a purchase money mortgage on said property at terms acceptable to and approved by buyer, and this contract shall remain in full force and effect. Said purchase money mortgage shall be fully subject to the terms and conditions of the paragraph relating to Seller Financing below.

17.  **SELLER FINANCING:** According to paragraph 1(f) above, it is understood that the Buyer will execute and deliver at the closing, a Promissory Note to Seller which shall provide for full or partial prepayment without penalty  and shall bear interest at the rate of \_\_\_\_\_% per annum beginning on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_  such that the amount of such payments shall amortize the debt due in \_\_\_\_\_ years with all unpaid principal and interest due \_\_\_\_\_. The said Promissory Note shall be secured by a mortgage acceptable to Buyer and providing for the full and free right of the mortgagor to transfer the Property, in whole or in part, subject to the mortgage and to substitute for the Property other collateral of equivalent equity value; the exculpation of the mortgagor from personal liability; thirty (30) days prior written notice to the mortgagor of the mortgagee's intention to commence foreclosure proceedings and the right of the mortgagor to cure; the subordination of mortgagee's lien to an existing or future senior encumbrance; the right of first refusal in the mortgagor if the mortgagee shall at any time sell its interest at a discount; future advances at the option of the mortgagee; the release or portions of the Property from the lien of the mortgage upon partial principal payments by mortgagor, which said portion shall be released in the same proportion that the amount of the partial payment bears to the then outstanding principal balance.

18.  **ARTICLES OF AGREEMENT FOR WARRANTY DEED:** If this sale is made by Articles of Agreement for warranty deed pursuant to paragraph 1(g) above, then the terms of paragraph 17 relating to Seller Financing shall be incorporated in said Articles of Agreement and shall become a part thereof, and the terms relating to a Promissory Note and mortgage shall be construed and relate to the Articles of Agreement for warranty deed in lieu of any reference to Promissory Note and mortgage.

19. **F.H.A. FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of any money deposit or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Property (excluding closing costs) of not less than \$ \_\_\_\_\_ which statement Seller agrees to deliver to the Buyer promptly after such appraised value statement is made available to Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

20. **V.A. FINANCING:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described in this contract if the Total Purchase Price exceeds the reasonable value of the Property established by the Veterans Administration. The buyer shall, however, have the privilege and option of completing this transaction without regard to the amount of reasonable value established by the Veterans Administration.

21.  **TERMITE INSPECTION:** Seller agrees to furnish to Buyer, at Seller's expense, an inspection report showing all buildings on the Property to be free and clear from visible infestation and free from visible dry or wet rot damage by termites and other wood-destroying organisms. This inspection report is to be furnished by a licensed pest control firm. If a report shows such visible infestation or damage, Seller shall pay all costs of treatment of such infestation and all costs of repair of such damage. If the costs of treatment and repair shall exceed 3% of the total sale price, Seller may elect not to make such treatment and repairs and Buyer may elect to take the Property in its then condition and deduct 3% from the total purchase price and complete the transaction or Buyer may terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

22.  **ZONING:** Unless the property is properly zoned for \_\_\_\_\_ use and there are no deed restrictions against such use at the time of closing, the Buyer shall have the right to terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

23. **LEGAL USE:** Seller represents and warrants to Buyer that the entire property conforms to all building codes and restrictions that may be imposed by any governmental agency either national, state, or local. Seller also warrants that there are no building code violations on the Property and that Seller has received no notice of any building code violations for the past ten years that have not been fully corrected.

24. **LOCAL ORDINANCES:** Seller shall procure for Buyer, at Seller's expense, all certificates of inspection, certificates of occupancy, or the like required under the terms of any local ordinance.

25. **PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE:** (Strike items not applicable): storm and screen doors and windows; awnings; outdoor television antenna; wall-to-wall, hallway, and stair carpeting; window shades and draperies and supporting fixtures; venetian blinds; window treatments; electric plumbing and other fixtures as installed; water softener; attached shelving; hardware; trees and shrubs; refrigerator(s) \_\_\_\_\_; stove(s) \_\_\_\_\_; air conditioner(s) \_\_\_\_\_ and such other items as is listed below or on a rider attached hereto, all of which personal property is unencumbered and owned by Seller. All such items shall be conveyed from Seller to Buyer by a Bill Of Sale.

26.  This offer shall terminate if not accepted before (mo./day) \_\_\_\_\_, (yr.) \_\_\_\_\_.

27. **R.E.S.P.A. COMPLIANCE:** Seller and Buyer agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 if it is applicable to this transaction.

**28. ADDITIONAL TERMS AND CONDITIONS:**

- (a) Where the context requires, the terms that Seller and Buyer shall include are in the masculine as well as the feminine and the singular as well as the plural.
- (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this contract. No alterations or changes shall be made to this contract unless the same are in writing and signed or initialed by the parties hereto.
- (c) The provisions of this contract shall survive the closing and shall not merge in any deed of conveyance herein.
- (d) This agreement shall be construed under the laws of the State of \_\_\_\_\_.
- (e) Other:

*Each lot can be closed individually for \$500 of the deposit applied, and a total purchase price of \$15,000. If any lot does not work, seller grants buyer the opportunity to substitute another lot in Birchfield subdivision, should one be available. If not, the contract on that lot only is voided.*

29. **REAL ESTATE SALES COMMISSION:** The Seller agrees to pay all real estate sales commission due on this transaction.

30. **NOTICES:** Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

**TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

In witness whereof, the parties signed their names on the dates in the year set forth below.

Buyer(s): Joyce B Young

Buyer's Date of Offer: (mo./day) 6/15, (yr.) 2001

ORRABE H Slater

2115 THURGOOD