

Final Application Date: 3-7-03

Application 03-50006626

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
City: Angier State: NC Zip: 27501 Phone #: 919 639 2934

APPLICANT: same as above Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1563 SR Name: lot #16 Avery Rd.
Parcel: 07/0680/0129/10 PIN: 0680-98-3909
Zoning: R30 Subdivision: Birchfield S/D Lot #: 6 Lot Size: 1.11 AC.
Flood Plain: X Panel: 105 Watershed: IV Deed Book/Page: 1161/210 Plat Book/Page: OTP

Specific
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 E left on Bill Query Rd
2nd street to left.

PROPOSED USE:

Sg. Family Dwelling (Size 57' x 33' # of Bedrooms 3 # Baths 2 Basement (w/wo bath) — Garage yes Deck yes
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

Comments: _____
 Number of persons per household Spec.
 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 1 proposed SFD 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>	_____	Rear	<u>25</u>
Side	<u>10</u>	_____	Corner	<u>20</u>
Nearest Building	<u>10</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
Signature of Applicant

3-7-2003
Date

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 1773/B S

Bernard Young

TRACT "B"
P.C. #C, Sl. 180-B
D.B. 838, Pg. 417

④

✓ 0.912 Acres
39,739 sq. ft.

"Control Point"
EIS

30' PRIVATE
ACCESS EASEMENT

S 03°05'06"W 30.00'
30.14' N 86°54'54"W 326.72' (Total) 296.58'

0.225 Acres
9,802 sq. ft.

S 88°26'33"W 198.43'

S 86°54'54"E 326.75' (Total) 296.61'

NOTE:
NOT MORE THAN SIX LOTS
SHALL BE ALLOWED TO USE
30' ACCESS EASEMENT
SHOWN HEREON.

⑥

✓ 1.107 Acres
48,221 sq. ft.

⑤

✓ 1.058 Acres
46,012 sq. ft.

20' DRAINAGE
EASEMENT

C/L DITCH

140'
N 08°38'32"E 226.72'

⑦

✓ 0.738 Acres
32,074 sq. ft.

100.00' N 15°07'15"W 2

13.71' (Total)

EIS
N 08°01'20"W 145.02'

20' DRAINAGE
EASEMENT

118.70' Zoning Administrator

N 37°54'08"W 45.28'

351.52' N 88°39'38"W 468.23' (Total)

30.00' PP
S 03°02'02"W 105.91' (Total)

125.43' S 02°08'31"W
51.03' S 02°19'19"E

EVERY ROAD

N.C.S.R. 1563

60' R/W (Public)

SITE PLAN APPROVAL
DISTRICT BR30 USE
3 BEDROOMS
3-7-03 C. Williams
Zoning Administrator

MARY MARGARET McKNIGHT
D.B. 634, Pg. 795

Approx. 0.5 mi.
to N.C. 27

Overhead Power Line

REAL ESTATE SALES CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SELLER

Seller, McKnight's 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) 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 (b) Sum due within 2 years after acceptance of this Contract \$ 3000.00 (c) Additional sum due at closing (not including prorations) \$ 87,000.00 (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 bear 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.

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. 9. 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. All other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

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 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 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 or liens 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.

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.

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

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 is aware 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 warrants that the personal property conveyed with the premises shall be the same property inspected by Buyer and that Seller may also inspect or cause to be inspected the foundation, roof, support structure, or structural members of the Property.