

Initial Application Date: 4-21-03

Application #01- 03-50006933

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525 Fax: (910) 893-2793

ANDOWNER: Pine Grove Dev Corp. Address: 622 Buffalo Lake Rd
City: Sanford State: NC Zip: 27332 Phone #: 498-2204

APPLICANT: _____ Address: 36 ELIJAH CT.
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 24/27 SR Name: 24/27 West
Parcel: 09-9556-0064-36 PIN: 9565-48-0000 0616
Zoning: RA202 Subdivision: Woodbridge PA-II Lot #: 14 Lot Size: .50 AC.
Flood Plain: Y Panel: _____ Watershed: NA Deed Book/Page: 2003-355 Plat Book/Page: 2003-355/356

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 24-27 West - Turn Right ON
Stovall Ter - Left ON HANNAH LANE - LEFT ON ELIJAH CT.
Job ON Right.

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 _____ 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

Sewer: Septic Tank/ Existing: YES NO County Other

Erosion & Sedimentation Control Plan Required? YES NO

Structures on this tract of land: Single family dwellings 0 Manufactured homes 1-Proposed Other (specify) 0

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>50'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>20'</u>	Corner	<u>NA</u>
Nearest Building	<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.

Signature of Applicant: Jan D. Stovall

Date: 4-21-03

308 5/6 S

HP: 5356

HP: 5356



16

FIP

N 88°16'16" E

176.08'

FIP

*335

*334

SETBACK

14

0.50 ACS.

S 31°39'03" E
184.96'

27x76'

S 08°44'24" E
167.48'

15

S 89°18'57"
50.00' R
66.43' CH

Drive

13

SITE PLAN APPROVAL
DISTRICT R200R USE DEM
#BEDROOMS 3
Date 4/23/03
Zoning Administrator [Signature]

FIP

*340

S 73°31'33" E
25.00' R
20.41' CH

S 82°45'07" W
18.59'

FIP

344*

*344

ELIJAH COURT
50' R/W

*348

11

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

NOTE:

BEING ALL OF LOT #14 OF WOODBRIDGE
SUBDIVISION PHASE 2 RECORDED IN
2003/ - 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: APRIL 02, 2003

PLOT PLAN

LOT 14

SCALE: 1" = 40'

TOWNSHIP: JOHNSONVILLE

WOODBRIDGE
PHASE 2

HARNETT CO. N.C.

AGREEMENT

This agreement made and entered into this 22 day of April, 2003 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Sanford NC 27332, hereinafter referred to as "Seller" and Stephen A. Garner

of 206 Tanglewood Drive Southern Pines NC 28387 (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. 4 on map entitled Woodbridge, Phase I, Harnett County, North Carolina, Pine Grove Development Corp; recorded in the Register of Deeds office, Map Book 2001, page 1414, Harnett County, North Carolina.

B. Together with the dwelling placed thereon; said dwelling is manufactured by Redman Homes and known as the 976S model.

2. The consideration and purchase price is in the sum of \$ 110,066.00 and shall be paid as follows:

A. \$ 500.00 in earnest money 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 JDS SAG
\$ 500.00 origination fee. To be Paid 5-1-03

B. \$ 600.00 the balance of origination fee, to be paid and credited as follows:

100.00 JDS SAG
\$ 600.00 origination fee on or before May 15, 2003 6-5-03

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

C. \$ 110,066.00 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 2-1 buy down loan plus DVA funding fee on or before June 15, 2003 in the principal sum of \$ 112,267.00 for a term of 30 years at a starting interest rate of 4.5%. 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 of Woodbridge Subdivision and made a part hereof,
B. Ad valorem taxes as stated in paragraph 4 and
C. Utilities Easements, permits and rights of way of record.

6. Buyer and Seller agree to use their best efforts to close the transaction on or before June 15, 2003. It is understood that time is not of the essence unless stated otherwise in this agreement.

B. That all encumbrances or assessments for pavings, sidewalks, water, or other existing improvements which are either pending, approved or assessed if any, shall be paid or cleared at closing by Seller and;

C. That there have been and will be at closing no unpaid improvements to the property within 120 days which might result in a material man's or laborer's lien.

9. That the residence thereon was a manufactured home and is delivered to Buyer subject to the warranties of said manufacturer, a copy of which is attached and made a part hereof as exhibit C and shall survive delivery of the Deed. In addition Seller warrants for the term of one year, the setup of home, the foundation free from cracks and/or settlement other than those tolerances normally acceptable to the industry and area, and the utility hookups, i.e. electrical and water.

10. Miscellaneous provisions:

(a) Seller shall furnish to Buyer, his agent or attorney any available information requested concerning title, survey, easements, loan information, etc., reasonably required for closing;

(b) Risk of loss from fire or other casualty shall be upon Seller prior to closing.

(c) This contract may not be assigned by Buyer without prior written consent of the Seller;

(d) In the event of conflict between the plans and specifications for the construction to be performed by Seller, written specifications shall prevail;

(e) This agreement shall be binding upon the respective heirs, administrators, executors and assigns of the parties and any dispute regarding such agreement shall be construed in accordance with the laws of North Carolina;

(f) Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require;

(g) The closing date is the responsibility of the Buyer in regard to prorations and payment;

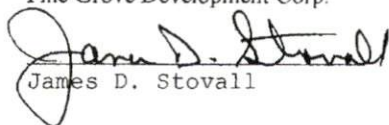
(h) THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY MODIFICATIONS OF CHANGE MUST BE IN WRITING AND EXECUTED BY THE PARTIES;

(i) Seller shall pay all costs of closing of title including: attorney's fees, title insurance, real estate tax, recording fees, miscellaneous mortgage company fees, etc. In addition Seller shall pay the first year's homeowner insurance premium and the required items, and tax escrow required by the lender. Buyer shall pay the 1% loan origination fee.

(j) In the event the contingency clauses of this agreement; i.e. mortgage approval, or appraisal are not met, Buyer shall be responsible for credit report fees of \$55.00 and appraisal fees of \$300.00, all other deposit monies shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title; all deposit monies shall be retained by Seller as liquidated damages.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this the date and year first above written intending to be legally bound.

SELLER
Pine Grove Development Corp.


James D. Stovall

PURCHASER(S)


Stephen A. Garner