

Initial Application Date: 6-12-03

Application # 03-007279

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

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

APPLICANT: Same Mailing Address: 310 Hannah Lori Drive
City: Cameron State: NC Zip: 28326 Phone #: _____

PROPERTY LOCATION: SR #: 24-27 SR Name: 24-27 West
Parcel: 09-9556-0064-44 PIN: 9565-49-7213-000
Zoning: RA20R Subdivision: Woodbridge Pt II Lot #: 22 Lot Size: 1.15 AC
Flood Plain: X Panel: 150 Watershed: NA Deed Book/Page: OFFA topmstr. Plat Book/Page: 2003-355-356

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 24-27 West - Right on Stevan Ter. -
Left on Hannah Lori - Turn on Right in Pt II.

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 27 x 76) # of Bedrooms 3 Garage NA Deck NA

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 0 Manufactured homes 0 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>91'</u>	Rear	<u>25'</u> <u>270'</u>
Side	<u>10'</u>	<u>14'</u>	Corner	<u>NA</u> <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.

Jane D. Stevan
Signature of Owner or Owner's Agent

6-12-03
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

387 6/13 S

HP: 5364



N.C. STATE HIGHWAY COMMISSION

SITE PLAN APPROVAL
DISTRICT BAZOR USE Modular
#BEDROOMS 3
Date 6-12-03
Zoning Administrator ASB

20

21

N 58°05'52" E 397.00'
SETBACK 270'

FIP *320

S 31°37'26" E
151.64'

FIP 320*

22
1.15 ACS.

UNBUILDABLE AREA

FIP *321

HANNAH LORI DRIVE
104.49' N 37°36'08" W

91' Drive
N 65°08'21" E 388.81'

23

19

24

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

NOTE:

BEING ALL OF LOT #22 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 22

SCALE: 1" = 60'

TOWNSHIP: JOHNSONVILLE

WOODBRIDGE PHASE 2

HARNETT CO. N.C.

AGREEMENT

This agreement made and entered into this 5th day of June, 2003 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Sanford NC 27332, hereinafter referred to as "Seller" and Denise J. DeDeaux

of ^{203 PR} 23 Cochran Ave. Fayetteville NC 28301
(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. 22 on map entitled Woodbridge, Phase II, Harnett County, North Carolina, Pine Grove Development Corp; recorded in Map Book 2003, Page 355 in the Register of Deeds office, Harnett County, North Carolina.

B. Together with the dwelling placed thereon by Seller; said dwelling is a modular home manufactured by Redman Homes and known as the 315 model.

2. The consideration and purchase price is in the sum of \$ 131,380.00 and shall be paid as follows:

A. \$ 100.00 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 origination fee.

B. \$ 5,133.00 the balance of the Buyer's portion of down payment and origination fee to be paid as follows:

- \$ 300.00 at contract signing
- \$ 400.00 on or before July 10, 2003
- \$ 493.00 on or before July 20, 2003
- \$ 3,940.00 by Community Grant at closing

C. \$ 127,350.00 the balance of the purchase price by bank check or money order (certified funds) (through loan proceeds) at closing.
If a FHA loan, this amount does not include the FHA funding fee (added to loan, if not included).

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 FHA loan at available rate and term on or before August 10, 2003 in the principal sum of \$ 129,260.00 for a term of 30 years with 0 points to Seller.

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 entitles Declaration of Covenants, Conditions and Restrictions of Woodbridge 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

August 10

A. That there is no restriction, easement or zoning regulation which will prohibit the use of the property for single family residential purposes,

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 origination fee prior to closing to be held in escrow by Pine Grove Development Corp.

(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 FHA appraisal fees of \$450.00 and all other deposit moneys shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title; all deposit moneys 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)


Denise J. DeDeaux