

Initial Application Date: 4.5.18

Application # 18 50043727
DRB # _____ CU # _____

COMMERCIAL

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting (Physical) 108 E. Front Street, Lillington, NC 27546 (Mailing) PO Box 65 Lillington NC 27546 Phone: (910) 893-7525 opt # 2 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: Ray Masm Mailing Address: _____
City: Spring Lake State: NC Zip: 28390 Contact # 9104360504 Email: _____

APPLICANT: Mary S Lane Mailing Address: 4319 Ray Rd
City: Spring Lake State: NC Zip: 28390 Contact # (910) 260-1394 Email: mlane10594@aol.com
*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: _____ Phone # _____

PROPERTY LOCATION: Subdivision: _____ Lot #: _____ Lot Size: 7.24 AC
State Road # _____ State Road Name: Ray Rd Map Book & Page: 2001, 0355
Parcel: 01.0505.0014 PIN: 0505.72.2409
Zoning: COMM Flood Zone: X Watershed: NA Deed Book & Page: Case Agreement Power Company*: _____

*New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: _____

PROPOSED USE:

- Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____
- Business Sq. Ft. Retail Space: _____ Type: Auction house # Employees: 3 Hours of Operation: 6:30-9:30 PM Friday
- Daycare # Preschoolers: _____ # Afterschoolers: _____ # Employees: _____ Hours of Operation: _____
- Industry Sq. Ft: _____ Type: _____ # Employees: _____ Hours of Operation: _____
- Church Seating Capacity: _____ # Bathrooms: _____ Kitchen: _____
- Accessory/Addition/Other (Size _____ x _____) Use: _____

Water Supply: County _____ Existing Well _____ New Well (/# of dwellings using well _____) *MUST have operable water before final
Sewage Supply: _____ New Septic Tank (Complete Checklist) Existing Septic Tank (Complete Checklist) _____ County Sewer

Comments: _____

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Mary S Lane
Signature of Owner or Owner's Agent

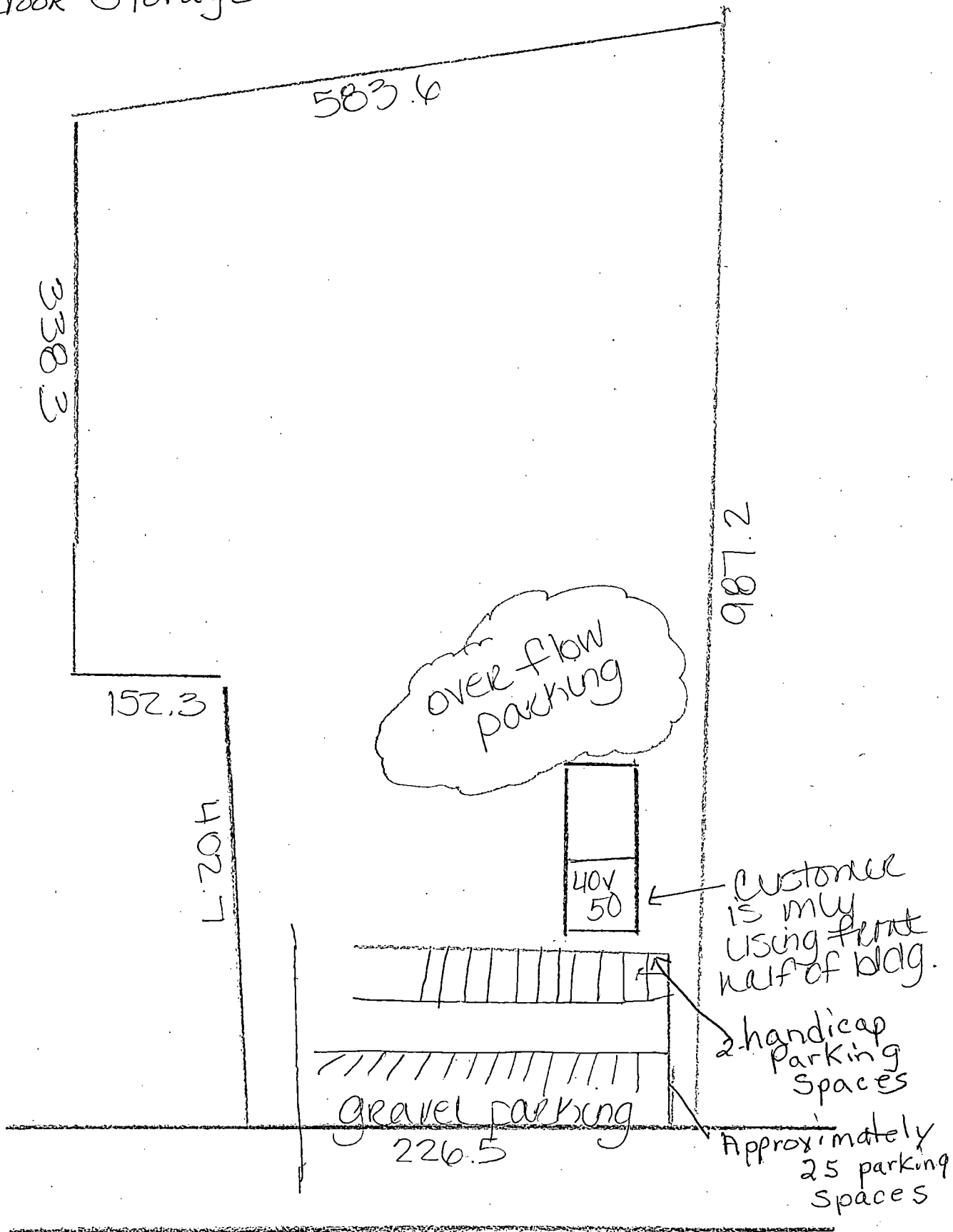
4-5-18
Date

This application expires 6 months from the initial date if permits have not been issued

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Mary's Auction Service
Friday's 6³⁰pm - 9³⁰pm
No Outdoor Storage

NOT TO SCALE



NAME: Mary S. Lane

APPLICATION #: 1850043727

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct
IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # _____

Environmental Health New Septic System Code 800

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- 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. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering **outlet end** call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative Conventional Any
 Alternative Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future?
 YES NO Does or will the building contain any drains? Please explain. _____
 YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any Easements or Right of Ways on this property?
 YES NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules.

I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

Mary S. Lane
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

4-5-18
DATE

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

COMMERCIAL LEASE

THIS LEASE AGREEMENT entered into as of the _____ day of February, 2018 by and between RAY B. MASON and wife, CAROLYN J. MASON, of Harnett County, North Carolina ("Lessor"), and MARY LANE d/b/a MARY'S AUCTION SERVICE, of Harnett County, North Carolina ("Lessee").

WITNESSETH: Lessor leases to Lessee and Lessee hereby leases from Lessor approximately 2000 sq. ft. in the front of the building located at 4319 Ray Road, Spring Lake, North Carolina 28390 ("Premises").

Section 1. Acceptance of Lease. Lessee accepts said letting and agrees to pay to the order of Lessor the Base Rent and additional rents stated below for the full term of this Lease, in advance, at the times and in the manner aforesaid.

Section 2. Term. The initial term on this Lease shall be for a period of one (1) year commencing February 1, 2018 and ending at midnight on January 31, 2019 (the "Initial Term").

Section 3. Base Rent/Security Deposit.

(a) Base Rent for the first three (3) months of the Initial Term shall be \$700.00 per month. Base Rent for the remainder of the Initial Term shall be \$800.00 per month. Rent shall be paid in advance on the first (1st) day of each month during the Term to Ray B. Mason and Carolyn J. Mason, 4281 Ray Road, Spring Lake, North Carolina 28390.

Lessee may, at Lessee's option, extend the Lease for one (1) additional period of one (1) year (a "Renewal Term"), commencing on the day immediately following the last day of the Initial Term (or current Renewal Term, as the case may be) of this Lease. Such option to extend the term shall be exercised, if at all, by Lessee's delivery of written notice to Landlord on or before the date that is at least thirty (30) days prior to the last day of the term of the Lease. All the terms, covenants, provisions and conditions of this Lease shall apply during each Renewal Term except that. Base Rent for the Renewal Term shall increase by ten percent (10%) over the immediately preceding Initial Term.

The Initial Term and the Renewal Term is sometimes referred to herein as the "Term".

(b) It is also further agreed that the Lessor may collect a "late charge" equal to four percent (4%) of any monthly payment which is not received within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

Section 4. Taxes/Utilities/Operating Costs.

(a). Lessor shall timely pay all real property taxes and assessments assessed against the Premises during the Term; provided, however that Lessee shall reimburse Lessor for real property taxes but only to the extent they exceed that amount assessed for the 2018 calendar year.

(b) Lessee shall pay for all heat, light, water, power, telephone and other services or utilities, and utility assessments, with respect to the Premises during the term.

(c) Lessee shall pay for all casualty insurance paid by the Lessor with respect to the Premises.

Section 5. Use of Premises.

(a) Lessee shall use said Premises during the term of this Lease for any legal purpose.

(b) Lessee will not make any unlawful, improper or offensive use of said Premises; it will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said Premises in any way tending to create a nuisance.

Section 6. Repairs and Improvements.

(a) Lessee hereby agrees to maintain and keep said Premises, including all heating and air conditioning systems, plate glass, plumbing (toilets, sinks and drainage) and interior wiring and plumbing, in good order and repair during the entire Term of this Lease at Lessee's own cost and expense. Lessee may make alterations, additions or improvements to or upon said Premises provided such alterations, additions or improvements don't materially adversely impact the value of the Premises.

Section 7. Lessor's Right of Entry. It shall be lawful for Lessor, his agents and representatives, during business hours and upon reasonable notice, to enter into or upon said Premises for the purpose of inspecting same.

Section 8. Right of Assignment/Liens. Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the Premises without the consent of Lessor being first obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may sublet the Premises or any part thereof without the consent of Landlord. Lessor shall not be under any obligation, reasonably or otherwise, to consent to an assignment where an intended use of the Premises shall be other than the Permitted Use. Lessor shall have the right to charge Lessee an administrative fee in connection with consideration of any requested assignment as compensation to Lessor for its time and expense incurred in such consideration. Lessee shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises.

Section 9. Casualty & Fire Damage; Duty to Repair. If the buildings shall be damaged or destroyed by fire or other casualty, Lessee shall promptly repair or rebuild them to substantially the same condition as existed immediately prior to such damage or destruction, and all insurance proceeds payable as a result of such damage or destruction shall be made available to Lessee to be applied to the cost of such repair. In the event such damage or destruction shall render the buildings unLesseeable, then the rent herein required to be paid shall not abate during the period of unLesseeability. In the event that such damage or destruction shall occur during the last year of the Initial Term (or a Renewal Term, as applicable), then at Lessee's option, Lessee may terminate this Lease in which event Lessor shall receive all insurance proceeds payable as a result of such damage or destruction and terminate this Lease.

Section 10. Default. If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Leased Premises is not surrendered, Lessor may reenter said premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

Section 10. Eminent Domain. In case of the condemnation or appropriation of all or any substantial part of the said Premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and, in that case, Lessee shall not be liable for any rent after the date of Lessee's removal from the Premises. All proceeds of such condemnation or appropriation shall be the sole property of Lessor.

Section 11. Quiet Enjoyment. Lessor warrants and represents that Lessor is the owner of the Premises, has full authority and right to lease the Premises and enter into this Lease. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the claims of all persons during the Lease term.

Section 12. Miscellaneous.

(a) This Lease is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Lease may be amended only by a writing executed by all parties.

(b) Lease shall be interpreted in accordance with the substantive laws of the State of North Carolina, without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:

Ray Mason [SEAL]
RAY B. MASON

LESSEE:

Mary Lane [SEAL]
MARY LANE d/b/a MARY'S AUCTION
SERVICE

Carolyn J. Mason [SEAL]
CAROLYN J. MASON

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