

Initial Application Date: 11-14-06

Application # 0650016180 R

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Anderson Construction Inc & Rex Billings Construction, Inc. Mailing Address: 6212 6294 Rawls Church Rd. Anderson

City: Fuquay-Varina State: NC Zip: 27526 Home #: 919-557-7490 Contact #: 795-9464 552-3862

APPLICANT: Billings Construction, Inc. Mailing Address: 6294 Rawls Church Rd.

City: Fuquay-Varina State: NC Zip: 27526 Home #: 919-557-7490 Contact #: 795-9464

*Please fill out applicant information if different than landowner

PROPERTY LOCATION: State Road #: _____ State Road Name: 401

Parcel: 08 0652 0097 24 PIN: 0652-14-9966-000

Zoning: RA40 Subdivision: mill Branch Lot #: 24 Lot Size: 0.496

Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: OTP Plat Book/Page: 2006/172

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 N, Turn Right into Mill Branch Subdivision, Take First Left on Robert Branch Circle, lot on Right

PROPOSED USE:

- SFD (Size 55 x 60) # Bedrooms 3 # Baths 2.5 Basement (w/wo bath) _____ Garage yes Deck yes included Circle: Crawl Space Slab
- Modular: ___ On frame ___ Off frame (Size ___ x ___) # Bedrooms ___ # Baths ___ Garage ___ (site built? ___) Deck ___ (site built? ___)
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home: ___ SW ___ DW ___ TW (Size ___ x ___) # Bedrooms ___ Garage ___ (site built? ___) Deck ___ (site built? ___)
- Business Sq. Ft. Retail Space _____ Type _____ # Employees: _____ Hours of Operation: _____
- Industry Sq. Ft. _____ Type _____ # Employees: _____ Hours of Operation: _____
- Church Seating Capacity _____ # Bathrooms _____ Kitchen _____
- Home Occupation (Size ___ x ___) # Rooms _____ Use _____ Hours of Operation: _____
- Accessory/Other (Size ___ x ___) Use _____
- Addition to Existing Building (Size ___ x ___) Use _____ Closets in addition (___)yes (___)no

Water Supply: (County) (___ Well) (No. dwellings ___) (___ Other)

Sewage Supply: (New Septic Tank (Need to fill out New Tank Checklist)) (___ Existing Septic Tank) (___ County Sewer) (___ Other)

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

Structures on this tract of land: Single family dwellings 1 prop Manufactured Homes 1 Other (specify) 1

Required Residential Property Line Setbacks:

	Minimum	Actual	Comments:
Front	35	50'40"	<u>Customer Changed Env. Health per Jimmy</u>
Rear	25	180'190"	
Side	10	11'	
Corner/Sidestreet	20	<u>11'</u>	
Nearest Building on same lot	10	<u>11'</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 of plans submitted. I hereby state that the foregoing statements are accurate and correct to the best of my knowledge. This permit is subject to revocation if false information is provided on this form.

Signature of Owner or Owner's Agent: Willie S. Billings

Date: 11-10-06

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

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

Please use Blue or Black Ink ONLY



NC Grid North (NAD 27)
Plat Cabinet "C", Slide 139-A

Right-of-way Curve Data

Revision

SITE PLAN APPROVAL

DISTRICT RAFD USE SFD

#BEDROOMS 3

11/30/06

Date _____
Zoning Administrator _____

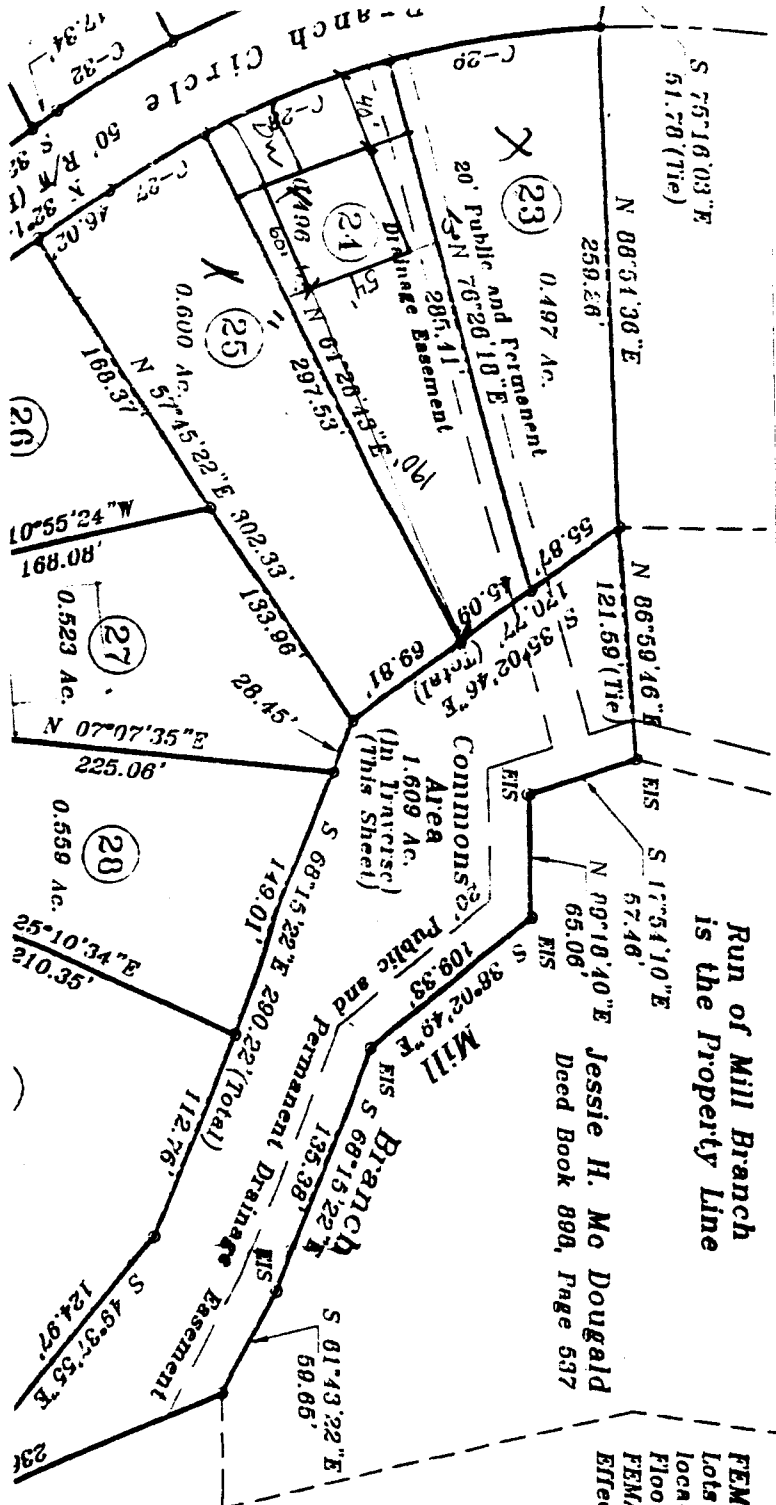
Radius	Length	Delta	Chord	Chord Bear.
20.00'	21.03'	48°11'23"	20.41'	N 56°20'19" W
266.00'	45.00'	10°06'41"	44.94'	N 37°17'58" W
266.00'	100.00'	22°28'08"	99.36'	N 53°35'22" W
266.00'	80.33'	18°02'59"	80.00'	N 73°50'56" W
266.00'	80.33'	18°02'59"	80.00'	S 88°08'05" W
266.00'	86.36'	19°10'49"	84.97'	S 69°29'12" W
26.00'	38.34'	67°51'35"	34.69'	N 76°10'25" W
500.00'	68.66'	6°43'20"	58.63'	N 28°52'57" W
500.00'	104.37'	11°57'35"	104.18'	N 19°32'30" W
500.00'	108.84'	12°28'19"	106.82'	N 07°18'33" W
550.00'	171.98'	17°54'58"	171.28'	S 08°34'38" E
550.00'	70.24'	7°19'01"	70.19'	S 21°11'37" E
550.00'	70.96'	7°23'30"	70.91'	S 28°32'53" E
26.00'	39.27'	90°00'00"	36.36'	S 12°45'22" W
205.00'	82.22'	25°46'29"	91.44'	S 70°38'37" W
205.00'	67.72'	18°56'42"	67.42'	N 67°00'18" W
100.00'	66.99'	80°41'40"	66.69'	N 67°08'30" W
155.00'	62.28'	18°18'31"	62.03'	N 66°26'27" W
26.00'	38.67'	86°23'08"	34.86'	N 33°34'17" W

Run of Mill Branch
is the Property Line

Jessie H. Mo Dougald
Deed Book 898, Page 537

FEMA FLOOD HAZARD STATEMENT
Lots shown on this plat are not
located within the FEMA 100 year
Flood Hazard Area as shown on
FEMA map No. 37086C0050 D
Effective Date: April 16, 1980

Iris Lee Cotton
Will Book 2000E, Page 81
Deed Book 266, Page 657
Deed Book 386, Page 292



B2,

LLC

Proposed
OWNER NAME: Billings Construction, Inc

APPLICATION #: 0650016180

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

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)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property? yes no unknown

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
- Alternative Other
- Conventional Any

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 Does The Site Contain Any Existing Wastewater Systems?
- 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?

Drainage easement shown will not be used

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.

William S. Billings
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

11-10-06
DATE

Harnett County Planning Department
PO Box 65, Lillington, NC 27546
910-893-7527

Environmental Health New Septic Systems Test
Environmental Health Code 800

- Place "property flags" in each corner of lot. All property lines must be clearly flagged.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- *No grading of property should be done.* Undergrowth should be cleaned out to allow soil evaluation to be performed. Inspectors should be able to walk freely.
- After preparing proposed site call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections
Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Health and Sanitation Inspections
Health and Sanitation Plan Review 826

- After submitting plans for food and lodging, call the voice permitting system at 910-893-7527 and give code **826** for Health and Sanitation confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Fire Marshal Inspections
Fire Marshal Plan Review Code 804

- Call the voice permitting system at 910-893-7527 and give code **804** for plan review. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx 7-10 working days. Once approved, proceed to Central Permitting for permits.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

Building Inspections

- Call the voice permitting system at 910-893-7527 to schedule inspections. Please note confirmation number given at end of recording for proof of request.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to calling for final inspection.
- To hear results of inspections, call IVR after scheduled inspection is done.

E911 Addressing
Addressing Confirmation Code 814

- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7527 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation.

Customers can view all inspection results online at www.harnett.org.

Applicant Signature: Willie S. Betty Date: 11-14-06

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Billings Construction, Inc.

as Buyer, hereby offers to purchase and

Anderson Construction, Inc.

as Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of _____, State of North Carolina, being known as and more particularly described as: Street Address _____, Subdivision Name Mill Branch, Plat Reference: Lot 24, Block or Section _____, Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).

NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 17,500.00 and shall be paid as follows:

(a) \$ N/A, EARNEST MONEY DEPOSIT with this offer by [] cash [] personal check [] bank check [] certified check [x] other: At closing of house and held in escrow by _____ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction

(b) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE. (c) \$ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum. (d) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum. (e) \$ 17,500.00, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a [] Conventional [] Other: N/A loan at a [] Fixed Rate [] Adjustable Rate in the principal amount of N/A for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the



cannot be satisfied, **time being of the essence.**

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other N/A ground absorption sewage system for a NA bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than N/A, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by N/A that this condition cannot be satisfied, **time being of the essence.**

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by N/A that this condition cannot be satisfied, **time being of the essence.**

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.
PREPARED BY: Kimberly Goss, Management

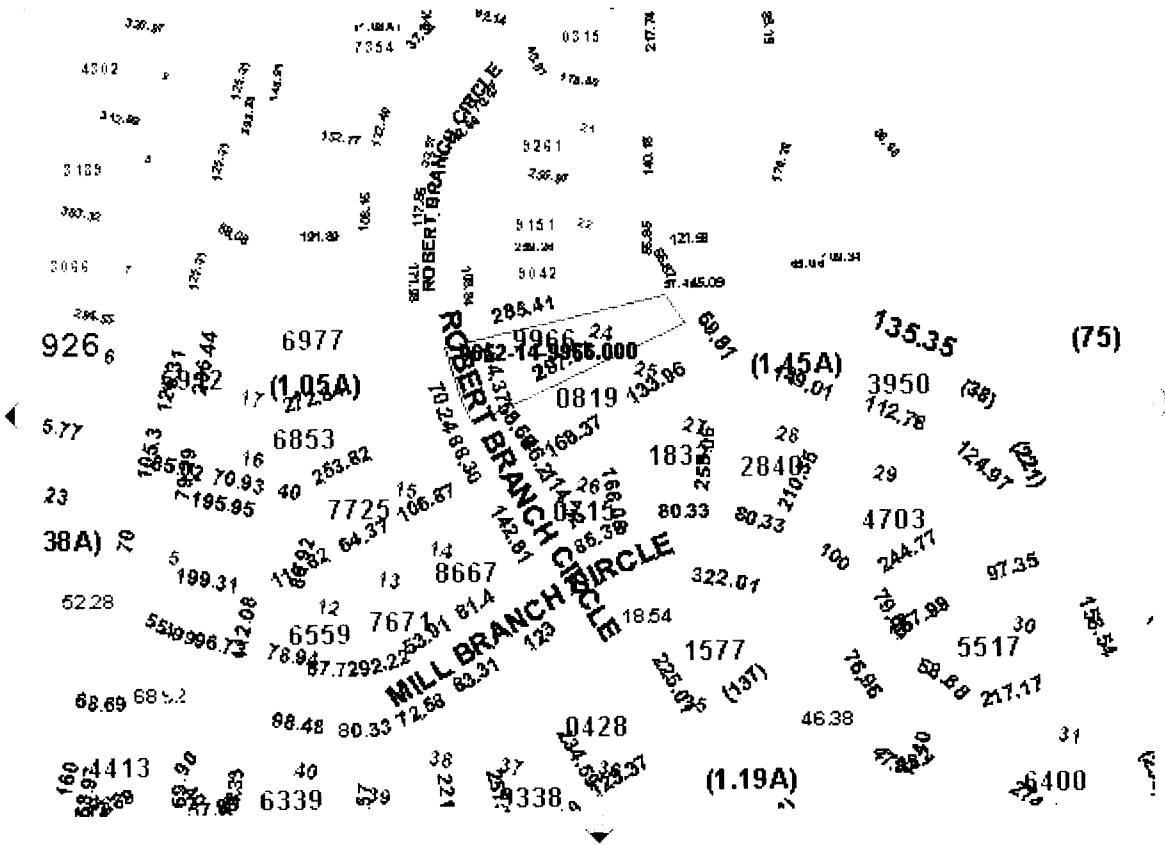
Standard Form 12-T, Vacant Lot Offer to Purchase and Contract. North Carolina Association of REALTORS®, Inc.

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Buyer(s) W/S

Page 3 of 4
Seller(s) WJA



Parcel Data

Find Adjoining Parcels

<ul style="list-style-type: none"> ● Account Number:001400018123 ● Owner Name: R & K LAND DEVELOPING LLC &1/2 ● Owner/Address 1: ANDERSON CONSTRUCTION INC &1/2 ● Owner/Address 2: ● Owner/Address 3: 612 JACKSON KING ROAD ● City,State Zip: ANGIER ,NC 275010000 ● Commissioners District: 4 ● Voting Precinct: 801 ● Census Tract: 801 ● Determine Flood Zone(s) ● In Town: ● Fire Ins. District: North_Harnett ● School District: 4 ● Zoning Code: RA-40 	<ul style="list-style-type: none"> ● PIN: 0652-14-9966.000 ● REID: 63936 ● Parcel ID: 080652 0097 24 ● Legal 1:LT#24 MILL BRANCH SEC 3 ● Legal 2:MAP#2006-172 ● Property Address: ROBERT BRANCH CR 000054 X ● Assessed Acres: 1.00LT ● Calculated Acres: .50 ● Deed Book/Page: 01975/0769 ● Deed Date: 2004/08/26 ● Sale Price: \$0.00 ● Revenue Stamps: \$. 0 ● Year Built: 0 ● Heated Sq. Ft.: ● Building Value: \$0.00 ● Land Value: \$0.00 ● Assessed Value: \$0.00 . ● Neighborhood Code: ● Determine Soils Acerages
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PIN='0652-14-9966.000'

FIPS	Area (Acres)	COMMUNITY	FIRM_PANEL	QUAD	ZONE	FLOODWAY	COBRA	SFHA
37085	.5	0328	37085C0050D	35078-D7	X		COBRA_OUT	OUT

Harnett County, NC | Home | Contacts

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