

Initial Application Date: 10-11-12

Application # 1150027180 R

CU# \_\_\_\_\_

**COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION**

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

LANDOWNER: LDS Homes LLC Mailing Address: P.O. Box 1007

City: Garner State: NC Zip: 27529 Contact # 919-614-6652 Email: stanncsu@nc.rr.com

APPLICANT\*: Westan Construction, LLC Mailing Address: P.O. Box 1007

City: Garner State: NC Zip: 27529 Contact # 919-614-6652 Email: stanncsu@nc.rr.com

\*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Robert Stanley-Member/Manager Phone # 919-614-6652

PROPERTY LOCATION: Subdivision: Tingen Place Lot #: 26 Lot Size: .437

State Road # \_\_\_\_\_ State Road Name: Douglas Acres Dr Map Book&Page: 2010 813

Parcel: 039597-0227-15 PIN: 9596-29-2116

Zoning: R200R Flood Zone: X Watershed: NA Deed Book&Page: OTR Power Company\*: Central EMC

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

**SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:**

Take HWY 22\27 towards Hwy 87. Turn Left onto Buffalo Rd. Turn by food lion on to Micro Tower Rd. Subdivision is on corner of Micro Tower and Docs Rd.

**PROPOSED USE:**

- SFD: (Size 38 x 40.6) # Bedrooms: 3 # Baths: 2-1/2 Basement (w/wo bath): \_\_\_\_\_ Garage: 464 Patio 120 Crawl Space: \_\_\_\_\_ Slab: X  
(Is the bonus room finished? ( ) yes ( ) no w/ a closet? ( ) yes ( ) no (if yes add in with # bedrooms))
- Mod: (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage: \_\_\_\_\_ Site Built Deck: \_\_\_\_\_ On Frame \_\_\_\_\_ Off Frame \_\_\_\_\_  
(Is the second floor finished? ( ) yes ( ) no Any other site built additions? ( ) yes ( ) no)
- Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms: \_\_\_\_\_ Garage: \_\_\_\_\_ (site built? \_\_\_\_\_) Deck: \_\_\_\_\_ (site built? \_\_\_\_\_)
- Duplex: (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings: \_\_\_\_\_ No. Bedrooms Per Unit: \_\_\_\_\_
- Home Occupation: # Rooms: \_\_\_\_\_ Use: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees: \_\_\_\_\_
- Addition/Accessory/Other: (Size \_\_\_\_\_ x \_\_\_\_\_) Use: \_\_\_\_\_ Closets in addition? ( ) yes ( ) no

Water Supply: X County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*MUST have operable water before final

Sewage Supply: X New Septic Tank (Complete Checklist) \_\_\_\_\_ Existing Septic Tank (Complete Checklist) \_\_\_\_\_ County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? ( ) yes ( ) no

Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:**

Comments: \_\_\_\_\_

Front Minimum 35' Actual 36.1

Rear 25' 104.6

Closest Side 5' 29

Sidestreet/corner lot 20'

Nearest Building on same lot \_\_\_\_\_

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.

[Signature]  
Signature of Owner or Owner's Agent

10-12-2012  
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**

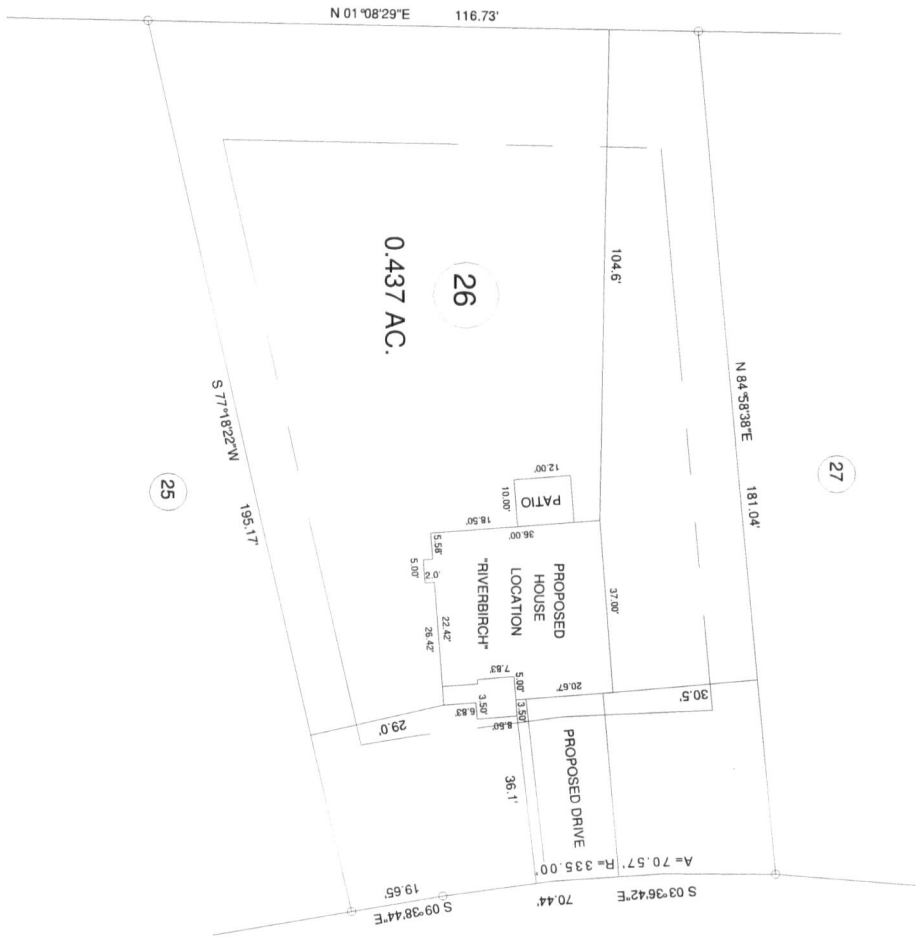
**SITE PLAN APPROVAL**

DISTRICT RAZOR USE SFD

#BEDROOMS 3

Date 10-15-12   
Zoning Administrator

MINIMUM BUILDING SET BACKS  
 FRONT YARD ..... 35'  
 REAR YARD ..... 25'  
 SIDE YARD ..... 10'  
 CORNER LOT SIDE YARD ..... 20'  
 MAXIMUM HEIGHT ..... 35'



"DOUGLAS ACRES DRIVE" 50' R/W



SURVEY FOR: **PROPOSED PLOT PLAN - LOT - 26**  
**TINGEN PLACE S/D, PHASE THREE**

TOWNSHIP	BARBEQUE	COUNTY	HARNETT
STATE	NORTH CAROLINA	DATE	OCTOBER 10, 2012
ZONE	RA-20R	TAX PARCEL ID#	
WATERSHED DISTRICT			

SCALE: 1" = 40'

CHECKED & CLOSURE BY: \_\_\_\_\_

SURVEYED BY: **BENNETT SURVEYS**  
 1682 CLARK RD., LILLINGTON, N.C. 27546  
 (910) 893-5252

DRAWN BY: **RVB**

FIELD BOOK: **12383**

NAME: WESTAR CONSTRUCTION

APPLICATION #: \_\_\_\_\_

**\*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? **AT STREET**

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.**

\_\_\_\_\_  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10-12-12  
DATE

## CONTRACT TO PURCHASE

This contract made and entered into this 14th day of September, 2012, by and between LDS Home, LLC, as SELLER, and Westan Construction, LLC., as BUYER.

## WITNESSETH

THAT SELLER hereby contracts to sell and convey to BUYER, and BUYER hereby contracts to purchase from SELLER, the following described residential building lot/s, to wit:

Being all of LOT/S, 25 & 26 of the Subdivision known as Tingen Place Subdivision Phase III a map of which is duly recorded in Book of Plats Map 2010 Page 813-814 Part \_\_\_\_\_, Harnett County Registry.

Price is \$ 27,500 each, payable as follows:

Down Payment (payable upon execution of this contract): \$ -0-

Balance of Sale Price (payable at closing): \$55,000

1. The LOT/S shall be conveyed by SELLER to BUYER by a General Warranty Deed free of all encumbrances other than taxes for the current year, which taxes shall be prorated as of closing. The Deed shall be subject to all Restrictive Covenants, Utility Easements and applicable zoning ordinances on record at the time of closing.
2. BUYER acknowledges inspecting the property and that no representations or inducements have been made by SELLER, other than those set forth herein, and that the Contract contains the entire agreement between the parties.
3. Closing (Final Settlement) is to take place not later than: October 31, 2012 at the offices of TBA. Should BUYER fail to close, the SELLER, at his option, may retain the sum paid as a Down Payment upon the Purchase Price as liquidated damages and declare this Contract null and void and may proceed to resell the LOT/S to a subsequent Buyer.
4. Other Conditions:

Restrictive Covenants for subdivision are recorded in the Office of the Register of Deeds for Harnett County in Book 2269 Page 841-846, or \_\_\_\_\_, a copy of which has been provided to Buyer.

Building side lines shall be per plat unless otherwise controlled by governmental authority. Property has been surveyed by Bennett Surveys, Inc.

BUYER must submit house plans to SELLER for architectural conformity and Covenant approval prior to breaking ground.

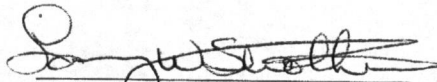
If the buyer of this transaction elects not to build on said lot(s) and decides to sell the purchased lots instead, LDS Homes, LLC, have the first right of refusal to purchase the said lot(s) back from the buyer Westan Construction, LLC.

Buyer and Seller and/or their assignees agree that the exclusive marketing for houses built on the above lots will be through ERA Strother Real Estate/LWS Homes/Larry W. Strother. It is intended by this provision that ERA Strother Real Estate/LWS Homes/Larry W. Strother is to be a third party beneficiary of this contract. BUYER covenants and agrees that, should it in turn sell any or all of the lots purchased hereunder to a third party builder, then, and in that event, BUYER covenants to include in its contract to sell such lots that ERA Strother Real Estate/LWS Homes/Larry Strother shall be the exclusive marketing agent therefore and a third party beneficiary under such contract. BUYER'S failure to include such a binding provision in its contract of sale for such lot(s) to a third party builder, as is set forth herein above, shall result in the accrual of liquidated damages payable by BUYER to ERA Strother Real Estate/LWS Homes/Larry Strother in an amount equivalent to twice the amount BUYER originally paid SELLER for such lot(s). BUYER agrees that this liquidated damages clause is not

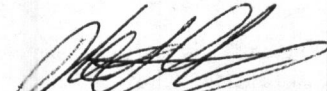
to be construed as a penalty and that same represents a fair estimate of SELLER'S future damages for the breach of this paragraph, which damages would otherwise not be susceptible of accurate calculation.

Additionally: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this contract this 14th day of September, 2012.



SELLER  
**Larry Strother**  
**LDS Homes, LLC.**



BUYER  
**Robert Stanley**  
**Westan Construction, LLC.**