

Initial Application Date: 1-9-13

Application # 1350030396

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: LaRene S Branch Mailing Address: 160 Peaceful Lane

City: Spring Lake State: NC Zip: 28390 Home #: 910 496 1380 Contact #: 910 689 3228

APPLICANT*: LaRene S Branch Mailing Address: 160 Peaceful Lane

City: Spring Lake State: NC Zip: 28390 Home #: 910 496 1380 Contact #: 910 689 3228
919 427 2976

PROPERTY LOCATION: State Road #: 2048 State Road Name: Bethal Baptist Rd

Parcel: 0105240150 PIN: 0524-45-6696000

Zoning: RA204 Subdivision: N/A Lot #: _____ Lot Size: 13.779c

Flood Plain: 0 Panel: X Watershed: WA Deed Book/Page: 02710 Plat Book/Page: 0297

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take 210 south T/L on Bethal Baptist Rd go 1/4 mile T/L onto Peaceful Lane its a Private Rd 160 is all the way at the end.

PROPOSED USE:

Circle:

- SFD (Size 45 x 52) # Bedrooms 4 # Baths 3 1/2 Basement (w/wo bath) _____ Garage _____ Deck _____ 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 _____ Closets in addition (___)yes (___)no
- 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 _____ Manufactured Homes X Other (specify) _____

Required Residential Property Line Setbacks:

Comments:

| | Minimum | Actual |
|------------------------------|---------|--------|
| Front | 35 | 300 |
| Rear | 25 | 175 |
| Side | 10 | 375 |
| Corner/Sidestreet | 20 | |
| Nearest Building on same lot | 10 | |

1-9-13 Exist DWMA + New SFD

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]
Signature of Owner or Owner's Agent

1-8-13
Date

****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



Anthony Hendricks
D.B. 822, Pg. 621

Fink Estate
D.B. 1014, Pg. 78

Vernon
D.B. 522

13.77 acres

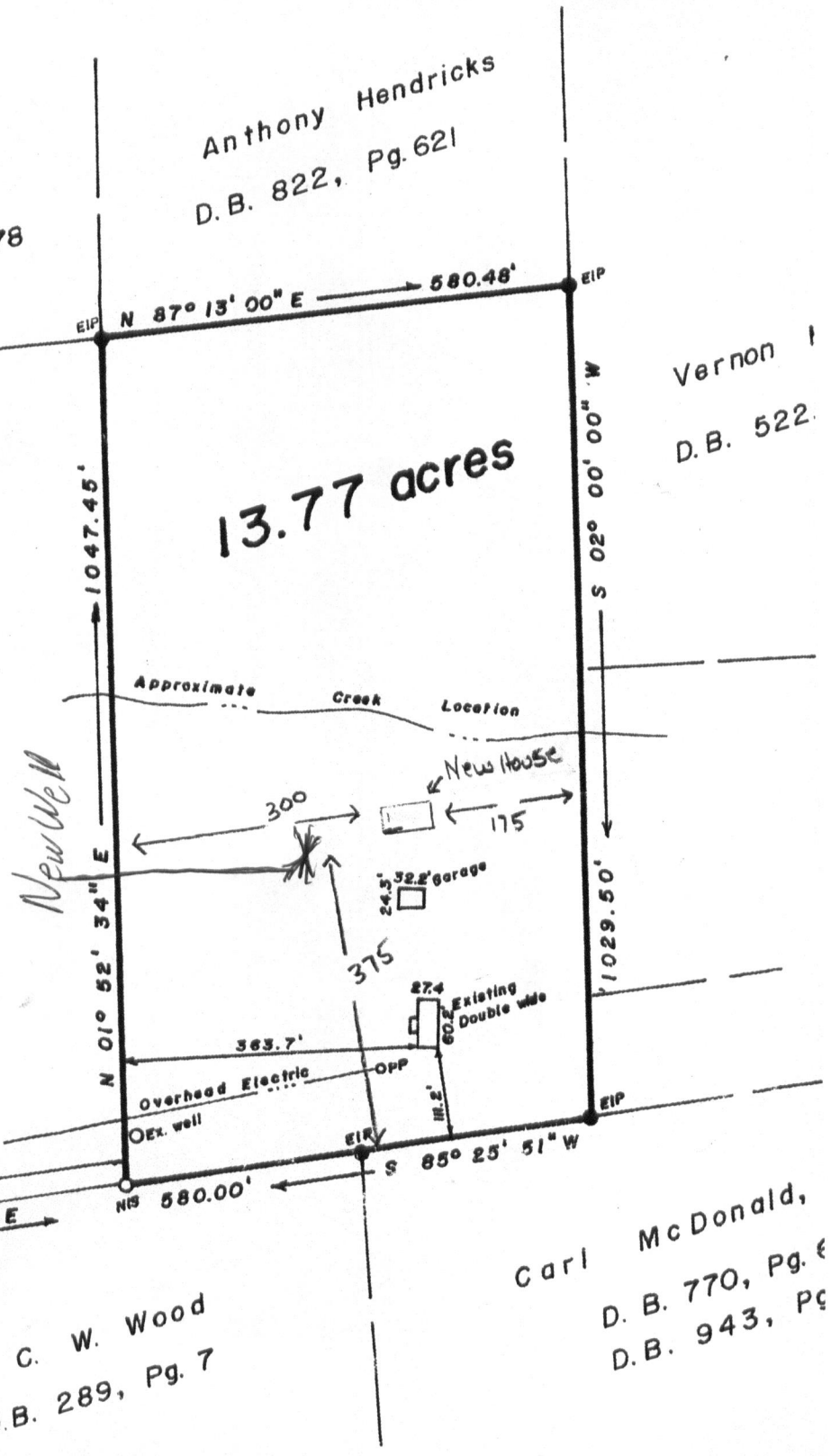
**Not to scale*

Johney &
Joy Fink

PC#F Slide 582-C
D.B. 1015,
Pg. 14

SITE PLAN APPROVAL
DISTRICT BAZOM USE SFP
#BEDROOMS 4
1-10-13
Date
VCBM
Zoning Administrator

D.B. 1062, Pg. 821
D.B. 843, Pg. 254



C. W. Wood
D.B. 289, Pg. 7

Carl McDonald,
D.B. 770, Pg. 6
D.B. 943, Pg. 6

OWNER NAME: La Rene S Branch

APPLICATION #: _____

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

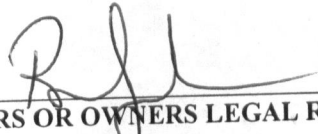
If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- 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? Existing Septic Tank
- 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? Easement to get to the property.

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)

1-8-13
DATE

STATE OF NORTH CAROLINA

JOHNSTON COUNTY

**BUILDING AND
CONSTRUCTION
CONTRACT**

This agreement, made and effective as of January, 1 2013 by and between LaRene S. Branch, of Harnett County of the State of N. C., whose address is 160 Peacefull Lane Spring Lake, N. C. 28390 and hereinafter referred to as **Owner**, and BRIAN JOHNSON BUILDERS INC., of Johnston County of the State of North Carolina, whose address is 529 Chisenhall Rd Angier, N. C. 27501 hereinafter referred to as **Contractor**, a person duly licensed as a contractor in the State of North Carolina.

Owner and Contractor in consideration of the mutual covenants set forth in this agreement, agree as follows:

DESCRIPTION OF WORK: Contractor shall perform the following described work, in accordance with the contract plans and specifications, herein called contract documents, at 160 Peacefull Lane Spring Lake, N. C. 28390

CONTRACT PRICE: Owner agrees to pay Contractor, for the work described, the total price of One Hundred Fifty Three Thousand Dollars (\$153,000.00). Payment of this amount is subject to additions or deductions in accordance with the provisions of this contract and of the other documents to which this contract is subject.

PLANS: Contractor shall construct the structure in conformance with the plans (SHPS 2365), specifications, and breakdown and binder receipt signed by Contractor and owner, and will do so in a workman like manner. Assuming adequate weather construction conditions, construction should be completed in 6 months June, 31 2013 after the contract is signed and construction has begun.

PAYMENTS: Owner shall make progress payments in accordance with bank inspection to Contractor, on the basis of applications for payment submitted by Contractor as the work progresses. In the event any installment is not paid when due, Contractor may stop work until payment is made. In the event any installment is not paid within 15 days after it is due, Contractor may take such action as may be necessary, including legal proceedings, to enforce his rights under this agreement. Interest shall begin accruing on all payments due and owing to the Contractor at an interest rate of 10%. Owner shall make final payment to Contractor within 10 days after the work is completed. Owner by making payment waives all claims except those arising out of: faulty work appearing after substantial completion has been granted; work that does not comply with the contract documents; outstanding claims of lien; or failure of Contractor to comply with any special guarantees required by the contract documents. Contractor does not waive any claim he may have by accepting final payment.

RESPONSIBILITIES OF OWNER: Owner shall give all instructions to Contractor, furnish all necessary surveys for the work, and shall secure and pay for easements for permanent structures or permanent changes in existing structure or facilities on the work site, or which are necessary for its proper completion. Owner agrees to pay all royalties and license fees necessary for the work, and to defend any and all actions and settle all claims for infringement of copyright or patent rights, and to save Contractor harmless in connection with any such actions and claims.(IF STRUCTURE IS ON PRIVATE LOT OR LAND)

RESPONSIBILITIES OF CONTRACTOR: Contractor's duties and rights in connection with the above-described project are as follows:

- A. *Responsibility for and Supervision of Construction.* Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of his ability, and give it all attention necessary for such proper supervision and direction. Any change in plans or materials as agreed upon to date must be approved by Contractor prior and changes will result in changes in the completion date and the price of home.
- B. *Discipline and Employment.* Contractor shall maintain at all times strict discipline among his employees, and Contractor agrees, based on his personal knowledge, not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.
- C. *Furnishing of Labor, Materials, etc.* Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.
- D. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.
- E. *Compliance With Construction Laws and Regulations.* Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under and pursuant to this agreement, but is not required to exceed such construction laws and regulations..
- F. *Warranty of Fitness of Equipment and Materials.* Contractor represents and warrants to owner that all equipment and materials used in the work, and made a part of the structures on such work, or placed permanently in connection with such work, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood and agreed between the parties to this agreement that all equipment and materials not so in conformity will be considered defective.
- G. *Clean-up.* Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by his work or that of his subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all his tools, equipment, machinery, and surplus materials.
- H. *Safety Precautions and Programs.* Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable laws, ordinances, rules, regulations and orders.

TIME OF ESSENCE; EXTENSION OF TIME: All times stated in this agreement or in the contract documents are of the essence hereof. The times stated in this agreement or in the contract documents may be extended by a change order from owner for such reasonable time as the Contractor may determine, when in his opinion working process is delayed by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify the delay.

SUBCONTRACTORS: A subcontractor, for the purposes of this agreement, shall be a person with whom Contractor has a direct contract for work at the project site. Contractor is not required to employ a subcontractor to whose employment he reasonably objects. All contracts between Contractor and subcontractors shall conform to the provisions of the contract documents, and shall incorporate in them the relevant provisions of this agreement. Contractor assumes no responsibility and makes no warranty for any work performed or damage done to property by owner or subcontractor hired directly by owner.

INSURANCE: Contractor's Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect him from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this agreement, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the contract documents or by law for that type of damage claim. Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this agreement. Proof of such insurance shall be filed by Contractor with owner within a reasonable time after execution of this agreement.

Owner's Liability Insurance. Owner agrees to maintain in force his own liability insurance during the construction on this project if so desire, and reserves the right to purchase such additional insurance as in his opinion is necessary to protect him against claims arising out of the Contractor's operation, without diminishing Contractor's obligation to carry the insurance specified in this agreement on Contractor's part to be carried.

CORRECTING WORK: When it appears to Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or quality of performance in work supervised by him or by a subcontractor. Owner must notify Contractor of patent defects in writing prior to receiving final certificate of occupancy.

WORK CHANGES: Any adjustment in the contract price resulting in a credit or a charge to owner shall be determined by mutual agreement of the parties, or by arbitration, before starting the work involved in the change. A work order shall be signed by owner and Contractor, with any overage being paid to Contractor at closing.

TERMINATION: Contractor's Termination. Contractor may, on his written notice to owner, terminate this agreement before the completion date specified in this agreement when for a period of ten days after a progress payment is due, through no fault of Contractor, owner fails to make the payment. On such termination, Contractor may recover from owner payment for all work completed and for any loss sustained by Contractor for materials, equipment, tools, or machinery to the extent of actual loss thereon plus loss of a reasonable profit, provided he can prove such loss and damages.

Owner's Termination. Owner may, with fifteen days written notice to Contractor, terminate this agreement provided he explain why he intends to terminate this agreement before the completion date specified in this agreement. Upon receipt, Contractor has ten days to respond to said notice and inform Owner if he intends to comply with the contract. If Contractor informs Owner that he intends to comply, then Owner must allow a reasonable time for compliance. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, owner will pay such excess to

Contractor. If the reasonable expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor is released from the contract absolutely and no recourse can be made against the Contractor.

GOVERNING LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

ATTORNEY FEES: In the event that any action is filed in relation to this agreement, the owner in the action shall pay to the Contractor, in addition to all the sums that either party may be called on to pay, a reasonable sum for the Contractor's attorney fees if the Contractor prevails.

ENTIRE AGREEMENT: This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

NOTICES: Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

PARAGRAPH HEADINGS: The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

PREPARATION OF SITE; BOUNDARIES: Prior to the start of construction and throughout the construction process, owner shall provide a clear, accessible building site, properly excavated and correctly zoned for the structure, and shall identify the boundaries of owner's property by stakes at all corners. Owner shall maintain such stakes in proper position throughout construction. In the event Contractor cannot obtain a building permit within 30 days of the effective date of this agreement, Contractor may declare this agreement of no further force or effect. (DOES NOT APPLY)

UTILITIES: Prior to the start of construction, and at all times during construction, owner shall provide and maintain, at owner's sole expense, an all-weather roadway to the building site, and water and electrical service, including 220 amp outlet. Owner shall, at owner's expense, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the structure upon acceptable cover inspection and prior to wall covering. (IF STRUCTURE IS ON PRIVATE LOT OR LAND)

POSSESSION: Owner shall not have possession of the structure until such time as all payments or other obligations required of owner as set forth in this agreement have been fully paid or performed by owner. If possession of the structure is taken by owner before the obligations set forth in this agreement are met, without the written consent of Contractor, it shall be considered as acceptance of the structure, by the owner, as complete and satisfactory.

NO WAIVER: The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARBITRATION AS TO VALUE OF EXTRA WORK:

Should any dispute arise respecting the value of extra work or work omitted, it shall be valued by two persons, one selected by owner and the other by Contractor, and in case they cannot agree, these two shall have power to name an umpire, whose decision, if agreed to by one of the two, shall be final and binding.

NEW CONSTRUCTION CHECKLIST: Attached is a new construction checklist for items to be included in construction. This sheet lists upon the signing of this contract preliminarily what items should be included, excluded, as well as other construction allowances.

OTHER PROVISIONS:

IN TESTIMONY WHEREOF, this contract shall become binding when both Owner and Contractor hereunto set their hands and seals.

Date of Offer: 1-2-13
Date of Acceptance: 1-2-13

Nadene Branch (SEAL)
Owner

B. J. [Signature] (SEAL)
Contractor

Owner (SEAL)

BASIC EXTERIOR INFORMATION:

- : House based on plan #CUSTOM 2365 from Standard Homes Plan Services Inc.
- : Quote based on approximately 1326 sq ft on first floor
- : Quote based on approximately 870 sq ft on second floor
- : Slab foundation
- : Truss floor system and truss roof
- : Second Floor will be $\frac{3}{4}$ T/G osb
- : Exterior walls will be $\frac{1}{2}$ osb
- : Single hung vinly windows per plan
- : Doors will be steel per plan
- : Eight foot ceilings on first floor
- : Eight foot ceilings on second floors
- : Heat pumps
- : Exterior siding will be vinly
- : 4x4 wood columns on porches
- : Patio per plan 12x20
- : 25 year fiberglass shingles
- : Two outside hose faucets
- : No landscape
- : Conventional septic system
- : Well

BASIC INTERIOR INFORMATION

- : Standard cabinets per plan
- : Flooring on first floor will be laminate
- : Flooring up stairs will be laminate
- : Stairs will be wood (pine) no carpet
- : Smooth ceilings
- : Delta plumping fixtures (chrome)
- : Stainless steel kitchen sink
- : Tile shower and concrete flooring in down stairs full bathroom
- : Round or egg shape knobs on doors up staires
- : Lever knobs on doors down staires

KITCHEN

- : Standard cabinets per plan with Formica tops
- : Stainless steel sink with delta gooseneck faucet
- : Laminate on floor

FAMILY ROOM

- : Laminate floors

DINING ROOM

- : Laminate floors

HALF-BATH

- : Vinly floor
- : Vanitie per plan
- : Grab bars

BEDROOM 1

- : Laminate floors

BATHROOM 1

- : Stain concrete flooring
- : Tile shower
- : Vanitie per plan
- : Grab bars
- : Floor drain

BEDROOM 2

- : Laminate floors

STAIRWAY

- : Wood stairs (pine)

BEDROOM 3 & BATH

- : Laminate in bedroom
- : Viny on bathroom floor
- : Five foot shower
- : Vanitie per plan

BEDROOM 4 & BATHROOM 3

- : Laminate on floor in bedroom
- : Viny on floor in bathroom
- : Vanitie per plan

CUMPUTER ROOM

- : Laminate on floor

UTILITY ROOM

- : ~~Viny floor~~
- : Stain concrete
- : Floor drain

RJ

ALLOWANCES

| | |
|-------------------|--------------|
| : Cabinets | 5000.00 |
| : Laminate floors | 1.20 sq ft |
| : Lights | 1200.00 |
| : Appliances | 1600.00 |
| : Septic system | 4000.00 |
| : Well and pump | 4000.00 |
| : Vinyl Floor | 16.00 sq yrd |

Total \$153,000.00