Initial Application Date:	11/18/13
miliai Appiicalion Dale.	

Application #	10	35	00	32	<u>491</u>

CU#

**COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION** 

"A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION"

Central Permitting

on same lot

108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext: 2 Fax: (910) 893-2793 www.harnett.org/permits

 
 State:
 NC
 Zip:
 27552
 Contact No:
 919-606-4696
 Email:
 cdb1971@gmail.com
 LANDOWNER: The Harnett Land Group Mamers APPLICANT\*: Weaver Homes

Mailing Address: 350 Wagoner Drive

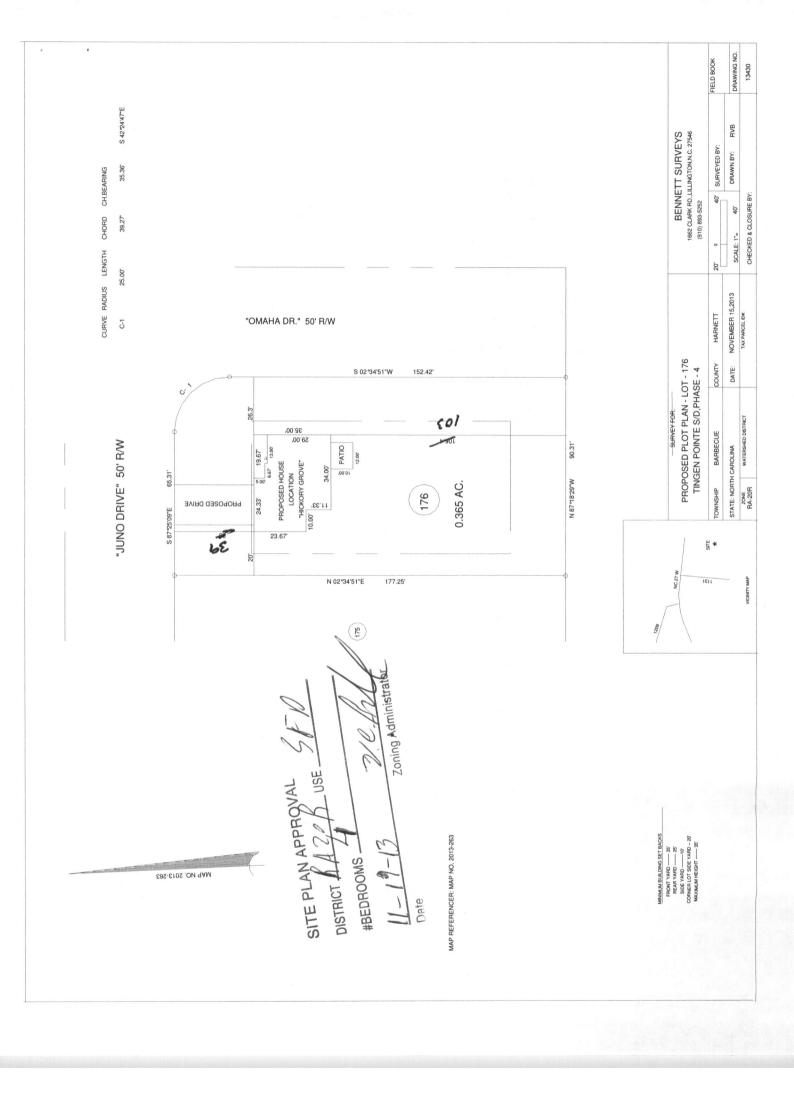
City: Fayetteville

State: NC Zip: 28303 Contact No: 9\$9-606-4696 Email: dustin@weavercompanies.com Phone #\_\_\_\_\_P19-606-4696 CONTACT NAME APPLYING IN OFFICE: D. Blackwell \*New structures with Progress Energy as service provider need to supply premise number \_\_\_\_\_\_\_\_\_from Progress Energy. PROPOSED USE: 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: County Existing Well Mew 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 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 Does the property contain any easements whether underground or overhead (\_\_) yes \_\_(e^{-}) no Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_ Structures (existing or proposed): Single family dwellings:\_ Comments: Required Residential Property Line Setbacks: Minimum 36 Actual 39 Front Sidestreet/corner lot\_\_\_\_ Nearest Building

SPECIFIC DIRECTIONS	TO THE PROPERTY	FROM LILLINGTO	ON:				
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hereby state that foregoin	ng statements are ac	curate and correct to	o the best of my kn	owledge. Permit s	ubject to revocation	i trie specifications of i if false information i	s provided.
N	2				,		
	Signature of	Owner or Owner's	Agent		Date		
•							

\*\*\*|t is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.\*\*\*

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



NAME:	l	Ucavu		tune				APPLICAT	TON #:		
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Cou	nty	Health I				for Improve					Construct
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						in location that					ting property.
•	If pr	operty is t	thic	kly wooded, E	Environmen	ntal Health requ	iires tha	at you clean	out the <b>under</b>	growth t	to allow the soil
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•	Use	Click2Go	V O	r IVR to verify	results. O	nce approved,	proceed	d to Central	Permitting for p	permits.	
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(		(				at 800-632-4949					
I Hava	Dane	t This Annli	icati								orized County And
State ()	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.						e Laws And Rules.				
I Under	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.											
		/		)							1111112
PROP	ERT	Y OWNE	RS	OR OWNER	S LEGAL R	REPRESENTAT	TIVE SI	GNATURE (	REQUIRED)		DATE

## NORTH CAROLINA HARNETT COUNTY

# OFFER TO PURCHASE AND CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 26<sup>th</sup> day of July, 2013, by and between The Harnett Land Group, LLC, (the "Seller") and Weaver Homes (the "Buyer").

#### WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. PROPERTY. Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett County, North Carolina, Tingen Point Subdivision, Barbecue Township, and being more particularly described as:

Being all of lot(s) 143, 176, 210 and 213 in the subdivision known as Tingen Point, Phase VI, according to a plat of the same duly recorded in Plat Book 2012, Page 86-87, Deed Book 2257, Page 94, Harnett County, North Carolina, Registry.

If any personal property is to transfer to the Buyer from Seller, such property shall be given no value hereunder.

- 2. PURCHASE PRICE AND DEPOSIT. Buyer shall pay to the Seller the sum of ONE HUNDRED FOUR THOUSAND and No/100 Dollars (\$104,000), the "Purchase Price". The Purchase price shall be paid as follows:
  - A. \$0.00 as a good faith deposit (the "Earnest Money"), to be held in trust by Weaver Commercial Properties pending the completion of this contract or termination of this contract as hereinafter provided, and to be applied toward the purchase price.
  - B. \$104,000.00 due upon closing.
- 3. CONDITIONS TO BUYER'S OBLIGATIONS. The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:
  - A. All deeds of trust, liens, and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

- B. Title must be delivered at closing by General Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer. Buyer acknowledges all deed notifications or restrictions to include those requiring compliance with wetlands regulations. Buyer further agrees to indemnify and hold harmless Seller for any Purchaser actions which result in noncompliance with a deed restriction to include compliance with wetland regulations.
- C. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential development is economically feasible.
- D. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- E. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- F. After the date of the execution of this Contract by the Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. Should Seller elect not to cure such defects, then he immediately shall give notice to Buyer that Seller is terminating the Contract, and the Earnest Money shall be returned to Buyer. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Contract and receive a return of Earnest Money. If the Buyer is to purchase title insurance, the insuring company must be licensed to do business in the State of North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and permitted exceptions. Seller warrants that as of the date of this Contract he holds fee simple title to the Property.
- G. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended use will not violate any private

restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its intended use will violate any private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a return of Earnest Money, and neither party shall then have any further obligations in connection with this Contract.

- H. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. All such inspections shall be completed by the Buyer no later than Twenty (20) days after execution of this Contract by Seller. Any inspections not completed by such date shall be deemed waived by the Buyer. If the Buyer determines, as the result of any such inspections, that the Property is unsuitable for its intended use, then in Buyer's sole discretion, Buyer may provide Seller written notice thereof and may terminate this Contract, with the Buyer receiving a return of Earnest Money.
- 4. CLOSING. Closing shall occur not later than Thirty (30) days after execution of this Contract by Seller, at a place designated by Buyer. Time is of the essence of this Contract. Possession shall be delivered at Closing, unless otherwise agreed between the parties. At Closing, Seller shall deliver to Buyer a General Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the balance of the Purchase price to Seller, giving credit to the Buyer for Earnest Money held. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by Purchaser.
- 5. PRORATIONS AND CLOSING EXPENSES. Seller and Buyer agree that all real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from Seller and Buyer shall pay all other expenses.
- 6. PROPERTY OWNERS ASSOCIATION DUES. Seller and Buyer mutually acknowledge that, if property owner's association dues are applicable to the Property, such dues shall be current as of the date of the Closing. Dues for the current calendar year shall be pro-rated as of the date of Closing.

- ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes. including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.
- RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Earnest Money shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.
- EARNEST MONEY DISBURSEMENT. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Contract by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, but such forfeiture 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, such Earnest Money shall remain in escrow until such time as either (a) all parties hereto execute a written release consenting to the disposition of the Earnest Money, or (b) a court of competent jurisdiction issues its order regarding disbursement of the Earnest Money.
- Unless otherwise provided herein, all notices and other 10. NOTICES. communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the following addresses:

Seller: The Harnett Land Group, LLC

Buyer:

P O Box 427

Mamers, NC 27552

Attention: Dustin Blackwell

- 11. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.
- Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (b) performance of this Contract will not result in the breach of, constitute default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (c) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- 13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. 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.
- 14. APPLICABLE LAW. This Contract shall be construed under the laws of the State of North Carolina.
- 15. TAX-DEFERRED EXCHANGE. In the event that Buyer or Seller desire to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
- 16. ASSIGNMENT. This Contract may not be assigned by either party hereto without the prior written consent to the assignment by the non-assigning party.
- 17. 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 hereto.

- 18. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.
- 19. EXPIRATION OF OFFER. This instrument shall be deemed an offer to the Seller which may be accepted by signature of the Seller and delivery of the original to the Buyer. This offer shall be deemed revoked and null and void if not accepted by the Seller and delivered to the Buyer by 5:00 p.m. on August 15, 2013.
- 20. OTHER PROVISIONS and CONDITIONS. Buyer understands and agrees that all building construction and site improvements on any subdivision lot shall comply with all restrictions and covenants as set forth in the Tingen Point Subdivision Restrictive Covenant Agreement.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "seal" beside their signatures below.

BUYER		(SEAL)	SELLER:	(SEAL)
By: Wea	ver Homes	(	By: Dustin Blackwell Member/Manager	\
Date:	18/1/2		Date: /1///2	

Each section below to be filled out by whomever performing work Must be owner or licensed contractor Address company name & phone must match

## Harnett County Central Permitting PO Box 65 Lillington NC 27546 910 893 7525 Fax 910 893 2783 www.harnett.org/permits

**Application for Residential Building and Trades Permit** 

Owners Name Weare Home,	Date [1]/8//3
Owner's Name Weard Itane, Site Address 940 OM OHA PREUC	Phone
Directions to job site from Lillington	FROM
Subdivision Tingen Pointe  Description of Proposed Work New Const Nutrue	Lot 174
Description of Proposed Work New Construction	# of Bedrooms
Heated SF Unheated SF Finished Bonus Room? General Contractor Informatio	n .
Weaver Development CU.	919-604-4696
Building Contractor's Company Name	Telephone
Building Contractor's Company Name  350 WMGON EN Or Fryolfull, NC  Address  28303	
Address 28303	Email Address
License #	
Description of Work New Constructor Information  Service Size	On You No. 1 Date You No.
Description of Work 1000 (005 + 1007 100 Service Size	919 - 776 - 5144
T.M. Pepe Electric  Electrical Contractor's Company Name	Telephone
	Telephone
Cloq Chathen ST. San Ford, NC Address 27320	Email Address
2/326-L	2,11211 / 1307 / 33
License #	
Mechanical/HVAC Contractor Information	<u>mation</u>
Description of Work New Construction	
Caroling Confort ALC	919-934-1060
Mechanical Contractor's Company Name	Telephone
528 W. MARKET ST Snifeful, NL	
Address 275 77	Email Address
29077	
License #	
Plumbing Contractor Information	<del></del>
Description of Work New Court antion	#Baths 2 9/0-8/4-7705
Description of Work New Coart antion  Jan. Chasa Planting  Plumbing Contractor's Company Name	
Plumbing Contractor's Company Name	Telephone
gry Byrd load Binken, VC	
Address	Email Address
21649	
License # Insulation Contractor Informat	tion
	910-486-855
M ASC O Insulation Contractor's Company Name & Address	Telephone
Insulation Contractor's Company Name of Address	

I hereby certify that I have the authority to make necessary application, that the application is correct and that-the construction will conform to the regulations in the Building Electrical Plumbing and Mechanical codes and the Harnett County Zoning Ordinance I state the information on the above contractors is correct as known to me and that by signing below I have obtained all subcontractors permission to obtain these permits and if any changes occur including listed contractors site plan number of bedrooms building and trade plans. Environmental Health permit changes or proposed use changes I certify it is my responsibility to notify the Harnett County Central Permitting Department of EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150 00 After 2 years re-issue fee Signature of Owner/Contractor/Officer(s) of Corporation Date Affidavit for Worker's Compensation N C G S 87-14 The undersigned applicant being the General Contractor \_\_ Officer/Agent of the Contractor or Owner Owner Do hereby confirm under penalties of perjury that the person(s) firm(s) or corporation(s) performing the work Has three (3) or more employees and has obtained workers compensation insurance to cover them Has one (1) or more subcontractors(s) and has obtained workers compensation insurance to cover them Has one (1) or more subcontractors(s) who has their own policy of workers, compensation insurance covering themselves Has no more than two (2) employees and no subcontractors While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person firm or corporation carrying out the work Company or Name Sign w/Title

## **Jennifer Brock**

From:

Charles Blackwe <cdb1971@gmail.com>

Sent:

Tuesday, December 17, 2013 3:25 PM

To:

Jennifer Brock

Subject:

Fwd: LiensNC Notice of Appointment of Lien Agent - Address: 940 Omaha Drive,

Broadway, 27505

#### Dustin

## Begin forwarded message:

From: LiensNC Support < donotreply@ncliens.com >

Date: December 12, 2013 at 2:19:30 PM EST

To: Undisclosed recipients:;

Subject: LiensNC Notice of Appointment of Lien Agent - Address: 940 Omaha Drive,

Broadway, 27505

A(n) Appointment of Lien Agent was filed on December 12, 2013, 02:19:29 PM using the North Carolina Online Lien Agent System (LiensNC). Details of this filing include:

## **Project Property**

Lot# 176 Tingen Pointe 940 Omaha Drive Broadway, NC 27505 Harnett County

Entry Number: 77199 (entry search, view related filings)

Date of Filing: December 12, 2013, 02:19:29 PM

#### Lien Agent

First American Title Insurance Company

• Online: www.liensnc.com

• Address: 19 W. Hargett St., Suite 507 / Raleigh, NC 27601

Phone: 888-690-7384Fax: 913-489-5231

• Email: support@liensnc.com

#### **Owner Information**

Weaver Development Co., Inc.DBA: Weaver Homes 350 Wagoner Drive Fayetteville, NC 28303

United States Email: <a href="mailto:nmcleod@weavercompanies.com">nmcleod@weavercompanies.com</a>

Phone: 910-433-0888

## **Design Professionals**

# **Date of First Furnishing**

December 23, 2013

Click to view full filing details

Scan for instant access on your mobile phone



Unsubscribe