

COUNTY OF HARNETT LAND USE APPLICATION
Central Permitting
102 E. Front Street, Lillington, NC 27546
Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: TIMMY F WEBB Mailing Address: 1540 CHRISTIAN LIGHT ROAD
City: FUQUAY VARINA State: NC Zip: 27526 Phone #: 919552-9541

APPLICANT: ROBERT JONES Mailing Address: PO BOX 183
City: BUIES CREEK State: NC Zip: 27506 Phone #: 910-814-0383

PROPERTY LOCATION: SR #: 1430 SR Name: OLIVE BRANCH ROAD
Parcel: 08-0642-0009 PIN: 0652-08-2442

Zoning: RA 40 Subdivision: ERNEST WEBESTER Lot #: 1 Lot Size: .806 AC

Flood Plain: X Panel: 20 Watershed: IV Deed Book/Page: 1335-521 Plat Book/Page: 99-80

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 401 NORTH TURN LEFT ON CHRISTIAN LIGHT ROAD TURN RIGHT ON OLIVE BRANCH ROAD APPROX 1.5 MILE ON THE RIGHT

PROPOSED USE:

Sg. Family Dwelling (Size 50x42) # of Bedrooms: 3 # Baths: 2.5 Basement (w/wo bath): NA Garage: YES Deck: YES

Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____

Manufactured Home (Size _____ x _____) # of Bedrooms: _____ Garage: _____ Deck: _____

Comments: _____

Number of persons per household: 2 Number of Employees at business: _____

Business: Sq. Ft. Retail Space: _____ Type: _____

Industry: Sq. Ft.: _____ Type: _____

Home Occupation: (Size _____ x _____) # Rooms: _____ Use: _____

Accessory Building: (Size _____ x _____) Use: _____

Addition to Existing Building: (Size _____ x _____) Use: _____

Other: _____

Water Supply: County Well (# dwellings: _____) Other

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other

Erosion & Sedimentation Control Plan Required? YES NO

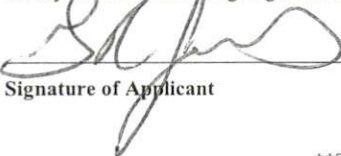
Structures on this tract of land: Single family dwellings: 1 SFD PROPOSED Manufactured homes: _____ Other (specify): _____

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

Required Property Line Setbacks:

	Minimum	Actual
Front	35	60
Side	10	50
Nearest Building	10	NA
Rear	25	130
Corner	20	NA

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 or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.



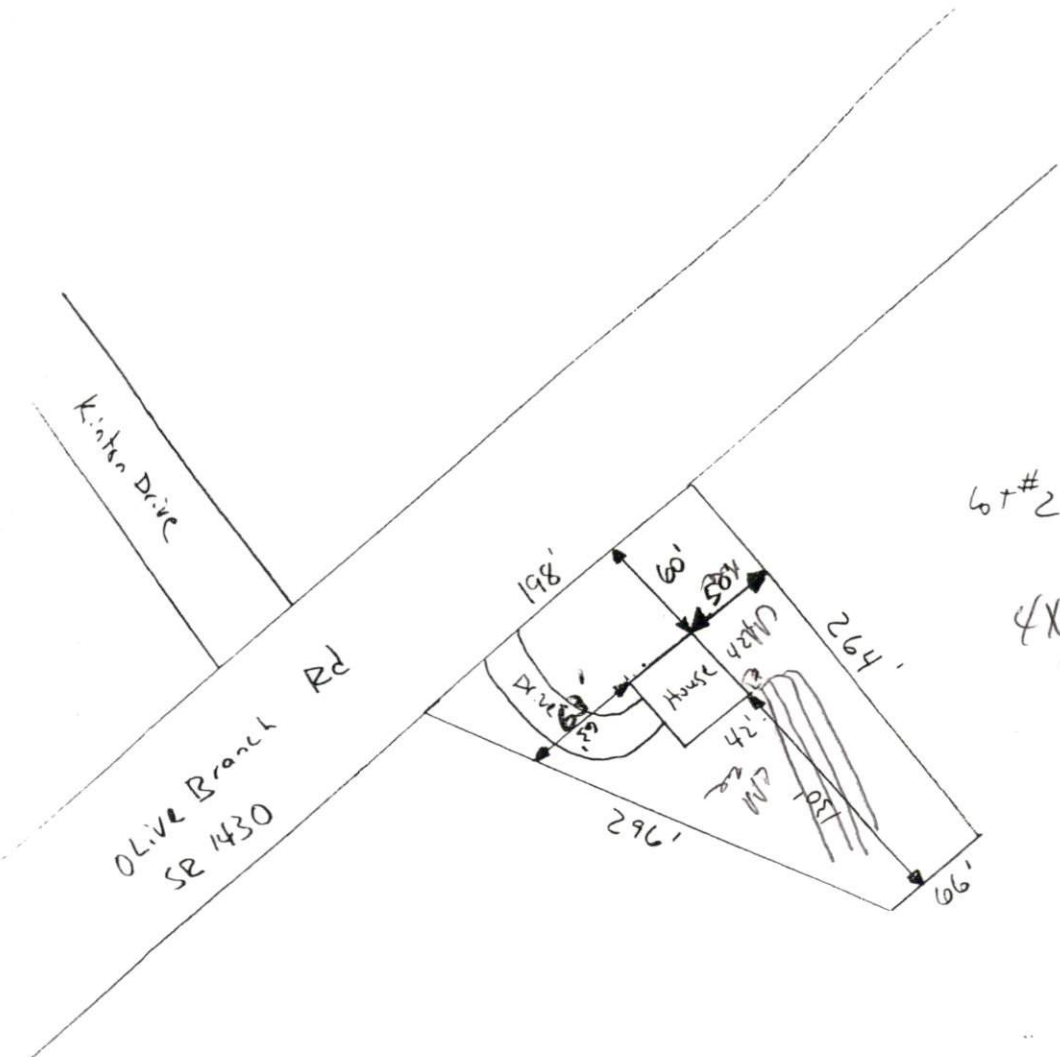
Signature of Applicant

4/02/02

Date

#430 42

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



ZONING PLAN APPROVAL
 DISTRICT RA40 USE SFD
 BLDG ROOMS 3
4-2-02 C.J. Williams
 Zoning Administrator

Required Property Line Setbacks

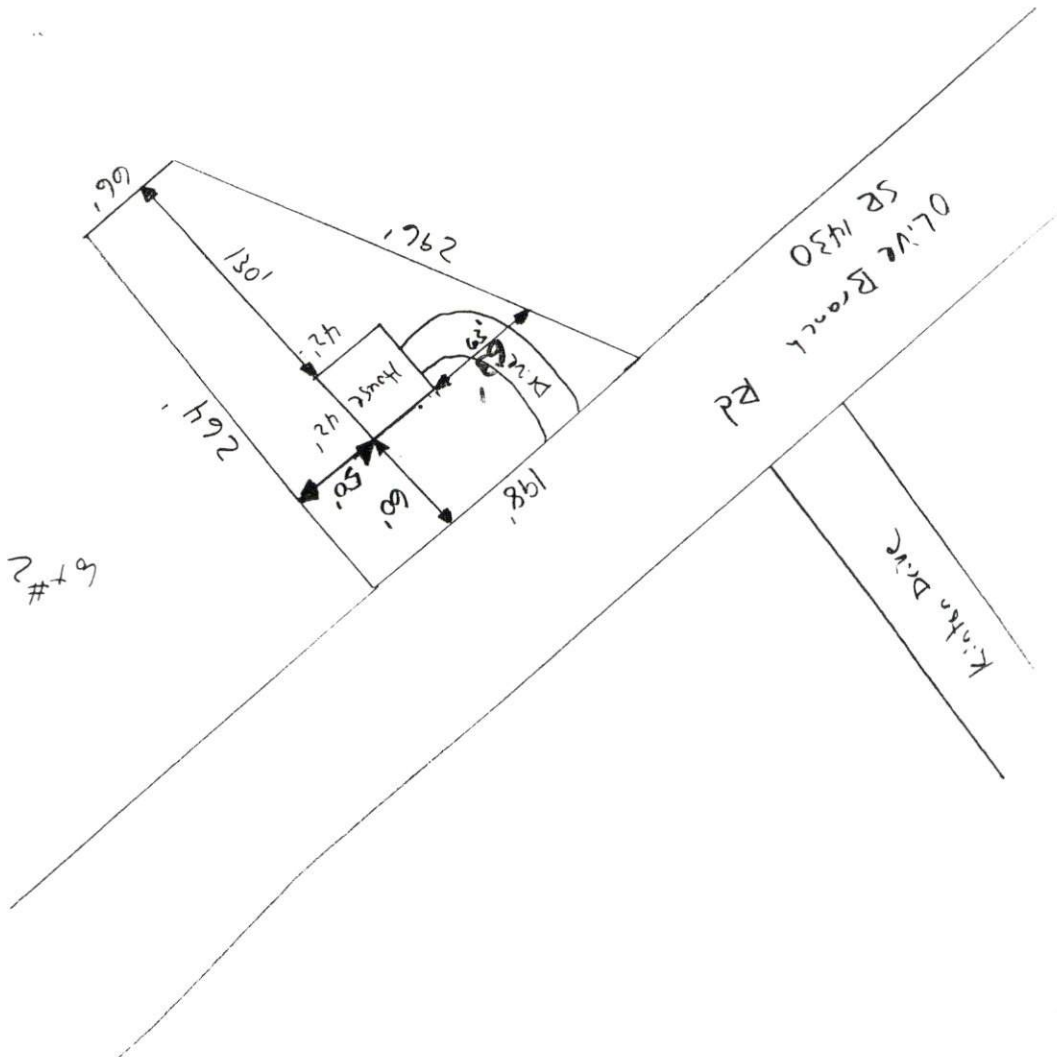
	Required	Actual
Front	<u>35</u>	<u>60</u>
S	<u>10</u>	<u>50</u>
L	<u>20</u>	<u>130</u>
	<u>25</u>	<u>---</u>
	<u>10</u>	<u>---</u>

Lot # 1 olive Branch Rd

Lot # 1 Olive Branch Rd

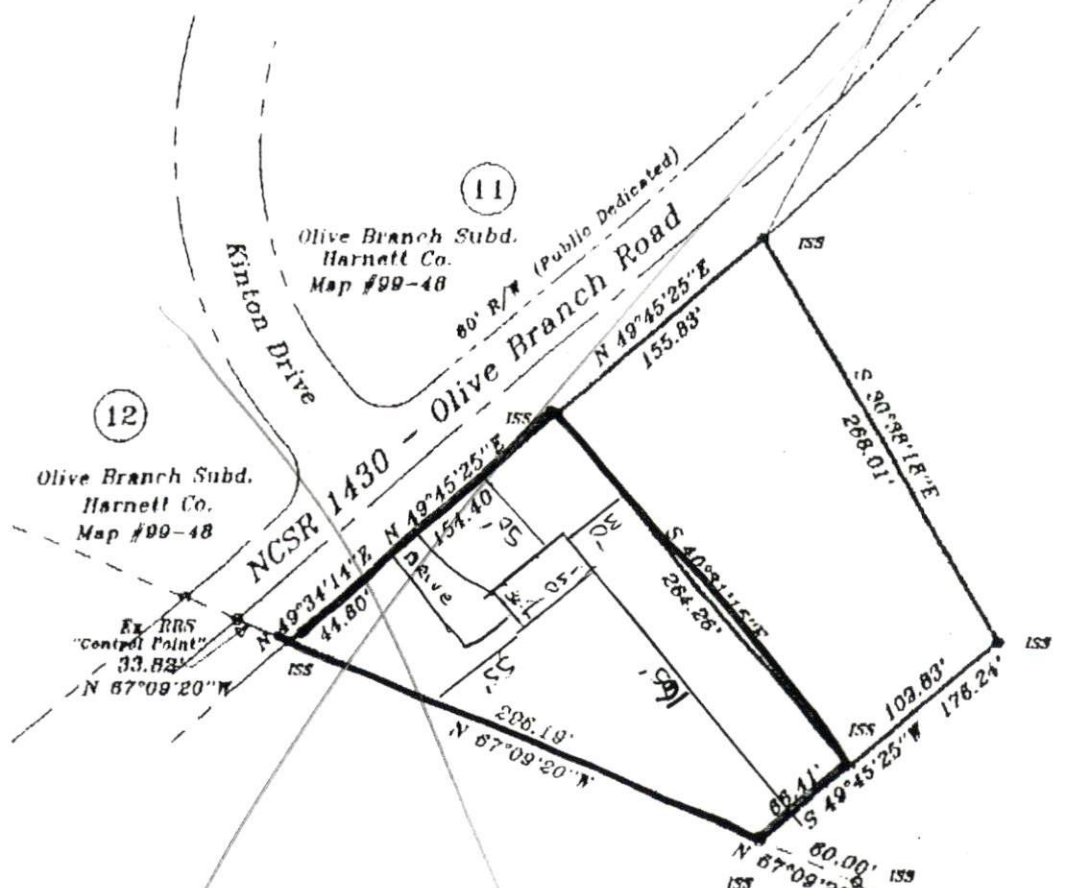
THE PLAN APPROVAL
DISTRICT R9410 USE SFD
3 BEDROOMS
4-a-a-a c/w/llama
Zoning Administrator

Required Property Line Setbacks	Actual
10	40
25	50
30	130
10	130



Lot # 2

N 27°33'34" E 140'
To EPK Nail @ C/L
S.R. 1430 & S.R. 140.



SITE PLAN APPROVAL
DISTRICT RA-40 USE SFD
#BEDROOMS 3

Iris Senter Brown
D. N. 894, Pg. 753

7-7-99
Date
Lerica Boyd
Zoning Administrator

35' x 50' House

Lot 1

1" = 100'

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LAND USE PERMIT

Harnett County Planning Depa it
102 E. Front Street, Lillington, NC 27546
Phone: (910) 893-7525 Fax: (910) 893-2793

Receipt _____
Permit 07052
Date 7-7-99

LANDOWNER INFORMATION:

Name TIMMY F. WEBB
Address 1540 CHRISTIAN LT. RD
FARMY-VARINA, NC 27524
Phone 552-9541 H 422-4672 W

APPLICANT INFORMATION:

Name SAME
Address _____
Phone _____ H _____ W _____

4362

PROPERTY LOCATION:

Street Address Assigned _____
SR # 1430 Rd. Name Olive Branch Rd Township 08 Zoning District RA-40
MAP 0652 BLOCK 08 PIN 2442 PARCEL 08-0642-0009
Subdivision Ernest Webster Lot # 1 Lot/Tract Size .806 acres
Flood Plain X Panel 0020 Deed Book 1335 Page 521
Watershed District IV Plat Book 99 Page 80
 Give Directions to the Property from Lillington: US 401 North
T.L. CHRISTIAN LT. RD.
T.R. OLIVE BRANCH RD
LOTS LOCATED APPROX 1/2 MI ON RIGHT

PROPOSED USE:

- Sg. Family Dwelling (Size 30 x 50) # of Bedrooms 3 Basement - Garage -
Deck 12x12
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size x) # of Bedrooms _____ Garage _____ Deck _____
- Number of persons per household 4
- Business Sq. Ft. Retail Space _____ Type _____
- Industry Sq. Ft. _____ Type _____
- Home Occupation No. Rooms/Size _____ Use _____
- Accessory Building Size _____ Use _____
- Addition to Existing Building Size _____ Use _____
- Sign Size _____ Type _____ Use _____
- Other _____ Location _____

Water Supply: County Well (No. dwellings _____) Other _____
Sewer: Septic Tank (Existing? NO) County Other _____
Erosion & Sedimentation Control Plan Required? Yes _____ No

NOTE: A copy of the recorded survey or plat map and a copy of the recorded Deed for the property or Offer to Purchase are required to obtain Land Use Permit. A site plan must be attached to this Application, drawn to scale on an 8.5 by 11 sheet, showing: existing and proposed buildings, garages, driveways, decks, and accessory buildings.

SETBACK REQUIREMENTS

ACTUAL

MINIMUM REQUIRED

Front Property Line
Side Property Line
Corner Side Line
Rear Property Line
Nearest Building
Stream
Percent Coverage

50
30
-
165
-
-
-

35
10
-
25
-
-
-

Are there any other structures on this tract of land? No
No. of single family dwellings _____ No. of manufactured homes _____ Other (specify) _____

Does the property owner of this tract of land own any land that contains a manufactured home within five hundred feet (500') of the tract listed above? Yes _____ No ✓

I hereby CERTIFY that the information contained herein is true to the best of my knowledge; and by accepting this permit shall in every respect conform to the terms of this application and to the provisions of the Statutes and Ordinances regulating development in Harnett County. **Any VIOLATION of the terms above stated immediately REVOKES THIS PERMIT.** I further understand this structure is not to be occupied until a Certificate of Occupancy is issued.

(X) [Signature]
Landowner's Signature
(Or Authorized Agent)

(V) 7-6-99
Date

****This permit expires 6 months from the date issued if no work has begun before that date****

LAND USE PERMIT IS REQUIRED WHEN PICKING UP SEPTIC, BUILDING AND SET-UP PERMITS

FOR OFFICE USE ONLY

Copy of recorded final plat of subdivision on file? yes

Is the lot/tract specified above in compliance with the Harnett County
Subdivision Ordinance ✓
Watershed Ordinance ✓
Manufactured Home Park Ordinance ✓

ISSUED ✓

DENIED _____

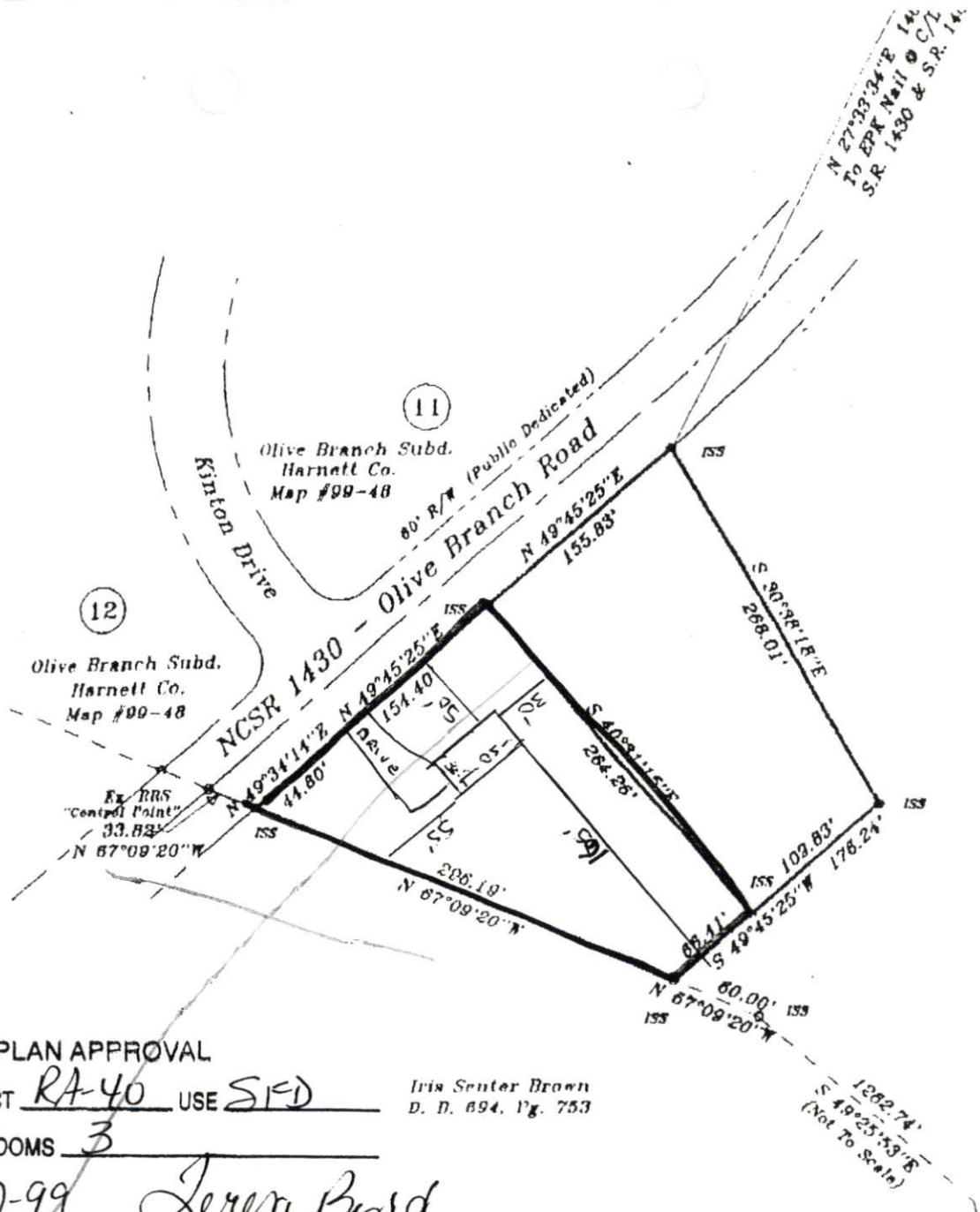
Comments:

[Signature]
Zoning/Watershed Administrator

7-7-99
Date

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SITE PLAN APPROVAL

DISTRICT RA-40 USE SFD

Iris Senter Brown
D. D. 694, Pg. 753

#BEDROOMS 3

7-7-99 Lorena Byrd
Date Zoning Administrator

Lot 1

35' x 50' House

1" = 100'

HARNETT COUNTY NC 03/05/99
14



345-99
\$30.00
\$30.00
Real Estate
Excise Tax

Excise Tax \$ 30.00

FILED
BOOK 335 PAGE 521-524

1999 MAR 5 PM 4 50

KIMBERLY D. HARGROVE
REGISTER OF DEEDS
HARNETT COUNTY, NC

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 08-0642-0009 (part)
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to L. Holt Felmet, Attorney at Law, P O Box 1689, Lillington, NC 27546
This instrument was prepared by L. Holt Felmet

Brief Description for the index

0.806 ACRES, LOT 1, HECTOR'S CREEK
TOWNSHIP

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this March 3, 1999, by and between

GRANTOR

ERNEST M. WESTER and wife,
JO ANN WESTER
Route 2, Box 178
Fuquay-Varina, NC 27526

GRANTEE

TIMMY F. WEBB
1540 Christian Light Road
Fuquay-Varina, NC 27526

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Hector's Creek Township, Harnett County, North Carolina and more particularly described as follows:

All that certain tract or parcel of land in Hector's Creek Township, Harnett County, North Carolina, located on the southeast side of N.C.S.R. #1430, approximately 1,762.62 feet South of the point where N.C.S.R. #1430 and N.C.S.R. #1403 intersect; being bounded now or formerly, on the northwest by N.C.S.R. #1430 and on the southeast and northeast by Wester and on the southwest by Iris Senter Brown, being shown as Lot 1 upon a map of survey by Stancil & Associates, RLS, P.A., dated December 29, 1998, recorded as Map Number 99-80, Harnett County Registry, and being described by metes and bounds as follows:

BEGINNING at a iron stake set located in the southeastern right of way of N.C.S.R. #1430, approximately 1,762.62 feet South of its intersection with N.C.S.R. #1403; thence running as the right of way of N.C.S.R. #1430, the following two courses and distances: North 49° 34' 14" East, a distance of 44.80 feet, and North 49° 45' 25" East, a distance of 154.40 feet to an iron stake set; thence running, as a line of Lot 2, South 40° 31' 15" East, a distance of 264.26 feet to an iron stake set; thence running, as a line of Wester, South 49° 45' 25" West, a distance of 66.41 feet to an iron stake set; thence running, as a line of Brown, North 67° 09' 20" West, a distance of 296.19 feet to an iron stake set, the point and place of Beginning, containing 0.806 of an acre, more or less, and being Lot 1 on the aforereferenced map.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 427, Page 367, Harnett County Registry.

A map showing the above described property is recorded as Map Number 99-80.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name) Ernest M. Wester (SEAL)
Ernest M. Wester

By: _____

President Jo Ann Wester (SEAL)
Jo Ann Wester

ATTEST: _____ (SEAL)

Secretary (Corporate Seal) _____ (SEAL)

SEAL-STAMP NORTH CAROLINA, Harnett County.
I, a Notary Public of the County and State aforesaid, certify that ERNEST M. WESTER and wife, JO ANN WESTER personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of March, 1999.



My commission expires: 11/11/2001

Gail L. McDonald
Notary Public

SEAL-STAMP NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by it _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires:

Notary Public

The foregoing Certificate(s) of Gail L. McDonald, Notary of
Harnett Co.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

"SCHEDULE A"

PROTECTIVE COVENANTS FOR 0.806 ACRE TRACT OF OLIVE BRANCH FARM

1. The real property described above is a part of Olive Branch Farm, Tract Three, and is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each tract; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to encourage and secure the erection of attractive homes thereon and to provide for an area of quality residential homes on said property.

2. No building shall be erected, placed or altered on any premise or tract until the building plans, specifications and plot showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures on the above described property and as to location of the building with respect to topography and finished ground elevation by an architectural committee; the architectural committee composed of Ernest M. Wester and Jo Ann F. Wester, or assigns. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to them or in any event if no suit or action to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

3. No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than detached single family dwellings and a private garage for not more than two cars. No tract shall be smaller than 40,000 square feet.

4. It is the intention and purpose of the covenant to assure all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. No concrete or cinder blocks, or other similar type shall be used as an exposed exterior wall. The heated area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet or 1000 square feet for buildings of more than one story.

5. No building shall be located on any tract nearer than 50 feet to the front line or nearer than 30 feet to any side street line. No building shall be located nearer than 20 feet to an interior line except that a 15 foot side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another tract or any easement. Ernest M. Wester and Jo Ann Wester, their successors and assigns, reserve the right to waive minor violations of the building location as set forth in this paragraph. (Violations not in excess of 20% of minimum requirements shall be deemed minor.)

6. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises. No satellite dish receivers may be placed upon any lot. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any

"SCHEDULE A CONTINUED"

7. No abandoned vehicles shall be allowed nor structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any tract at any time as a residence either temporarily or permanently.
8. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Two horses shall be allowed on any lot containing an area of four acres or more, providing housing quarters for said animals shall be located 200 feet or more from the centerline of the public road or street and no closer than 50 feet from any other boundary line.
10. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.
12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Ernest M. Wester and Jo Ann F. Wester covenant, stipulate and agree on behalf of themselves and of any and all persons, firms, corporations, who or which may hereafter acquire any portion of the above described land that any violation of the restrictions and limitations as to use hereof hereinafter set forth shall entitle any person or persons or corporation who or which may then own any tract in said development to bring such actions or proceedings at law or in equity as shall be necessary and appropriate to enforce compliance with the restrictions and limitations herein set forth.
13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
14. Ernest M. Wester and Jo Ann F. Wester, their successors and assigns, reserve the right to waive minor violations as set forth in these covenants. (Violations not in excess of 20% of the minimum requirements shall be deemed minor.)
15. Grantees agree not to oppose Ernest Wester's mining operation, or his successors and/or assigns, as long as he complies with mining laws and environmental laws.