

Initial Application Date: 5-23-03

Application # 03-207151

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: BAT Developers Mailing Address: PO Box 73  
City: Dunn State: NC Zip: 28335 Phone #:

APPLICANT: Samuel Strickland Mailing Address: 245 Foster Rd.  
City: Coats State: NC Zip: 27521 Phone #: 919-894-5621

PROPERTY LOCATION: SR #: \_\_\_\_\_ SR Name: Village Glen Way  
Parcel: 07 1519 003308 PIN: 1508-87-777.000  
Zoning: RA30 Subdivision: Village @ Huntington Lot #: 9 Lot Size: .97AC  
Flood Plain: X Panel: 120 Watershed: NA Deed Book/Page: 01459/10265 Plat Book/Page: 2000/12/29

Directions to the property from Lillington: 421 East - Lt on Red Hill Church Rd (Before Dunn) Approx. 2-1/2 miles on Lt

PROPOSED USE:  
 Sg. Family Dwelling (Size: 416x77 # of Bedrooms 4 # Baths 3.5 Basement (w/wo bath) NA Garage yes Deck NA  
 Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_  
 Manufactured Home (Size x) # of Bedrooms \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_  
Comments: included in total house size  
 Number of persons per household 3  
 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 (No. dwellings \_\_\_\_\_)  Other \_\_\_\_\_  
Sewage Supply:  New Septic Tank  Existing Septic Tank  County Sewer  Other \_\_\_\_\_  
Erosion & Sedimentation Control Plan Required? YES  NO  Proposed  
Structures on this tract of land: Single family dwellings 1 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	Minimum	Actual
Front	<u>35</u>	<u>58</u>	Rear	<u>25</u> <u>246</u>
Side	<u>10</u>	<u>10</u>	Corner	<u>20</u>
Nearest Building	<u>10</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 or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Samuel Strickland  
Signature of Owner or Owner's Agent

5-23-03  
Date

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

342 5/27 N

Date

Review Officer

City Location

CL SR 1865

*Andrew H. Joyner*  
ANDREW H. JOYNER  
PROFESSIONAL LAND SURVEYOR NO. 2469

1340.46'  
N29°37'31"E  
12" County  
Waterline

Existing 30' Easement  
Along Farm Path

1119.42'

S58°38'55"E

221.31'

208.35'

133.35'

144.18'

122.52'

133.35' \*FRB

C-27

C-26

6  
1.17 acres

5  
0.78 acres

Sold

4  
0.58 acres

3  
0.59 acres

Sold

2  
0.59 acres

1  
0.67 acres

C-25

C-24

C-11

C-10

C-8

C-7

C-6

C-5

C-4

C-3

Zoning Administrator

*[Signature]*

5-23-03

#BEDROOMS

C-12

C-28

C-9

C-15

C-16

C-17

C-18

C-19

C-20

C-21

C-22

C-23

Village Glen Way 50' R/W

(Proposed)

ST W. TART  
D W. BUTLER  
k 1370, Page 836  
ES (by Deduction)

SITE PLAN APPROVAL

10' x 20' Drainage  
Easement

N.C.D.O.T. 10' x 70'  
SITE ZONE  
EASEMENT

Sign Easement

N.C.D.O.T. 10' x 70'  
SITE ZONE EASEMENT

Sign Easement

S52°15'00"W  
361.10'

7  
0.97 acres

S51°02'14"W  
341.98'

8  
0.92 acres

S48°42'12"W  
359.89'

9  
0.95 acres

S41°38'10"W  
368.46'

10  
0.96 acres

S36°40'56"W  
350.94'

11  
0.89 acres

N.01°15.00'S  
499.12'

12  
0.88 acres

133.32'

133.35'

133.35'

133.35'

133.35'

133.35'

\*FRB\*

1819.28'

133.35'

133.35'

\*FRB

⑥

⑤

④

②

①

HUNTINGTON SUBDIVISION  
Plat Cabinet "F", Slide 478-D

SR 1703 "RED HILL CHURCH ROAD" 60' R/W (Public)

WTR 52817.42' W  
WTR 599.36' W  
WTR 275.23' W  
R/W



Harnett County Planning Department  
Central Permitting  
PO Box 65, Lillington, NC 27546  
910-893-4759

In order to provide the best customer service, Central Permitting staff compiled a list of procedures that helps to ensure successful permitting processes. Please follow steps necessary to expedite your plans.

Environmental Health New Septic Systems Test

- Place "property flags" in each corner of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- 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.
- 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. *No grading of property should be done.*
- After preparing proposed site telephone Environmental Health @ 893-7547 for questions on soil evaluation and confirmation number. Environmental Health will not begin soil evaluations until you call for confirmation number. Environmental Health is the source for all matters concerning testing and scheduling once application is completed at Central Permitting.

Environmental Health Existing Tank Inspections

- 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.
- After preparing trapdoor call Environmental Health @ 893-7547 for confirmation number. Please be prepared to answer the following - The applicant's name, physical property location and the last four digits of your application number.

Fire Marshal Inspections

- Call Fire Marshal's office @ 893-7580 for all inspections.
- Prior to requesting final Building Inspection call Fire Marshal's office @ 893-7580 for inspection.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Please 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 Building Inspections @ 893-7527 to request any inspection.
- For new housing/set up permits ensure you meet E 911 / Addressing prior to calling for final inspection.

E911 Addressing

- Address numbers must 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.
- Call E911 Addressing @ 814-2038 for any questions.

Applicant Name: (Please Print) Sam Strickland, Jr.

Applicant Signature: Sam Strickland, Jr. Date 5-23-03

NORTH CAROLINA  
HARNETT COUNTY

CONTRACT TO PURCHASE  
AND SELL REAL ESTATE

THIS CONTRACT, made and entered into this 12<sup>th</sup> day of April, 2003, by and between BAT DEVELOPERS, LLC, a North Carolina Limited Liability Company, P. O. Box 73, Dunn, NC 28335, hereinafter referred to as Grantors, and SAMUEL STRICKLAND  
\_\_\_\_\_ hereinafter referred to as Grantees;

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, Grantor contracts to sell to Grantees and Grantees contract to purchase from Grantor that certain lot situated in Grove Township, Harnett County, North Carolina, and more particularly described as follows: BEING all of Lot 9 as shown on map and survey entitled "The Village at Huntington", by BAT Developers, LLC, said survey prepared by Joyner Piedmont Surveying on September 15, 2000, containing .95 acres, and being a part of real property described in deed recorded at Map Number 2000-707 in the office of Register of Deeds of Harnett County, to which plat and map reference is hereby made for a more complete and accurate description of said lot.

The terms and conditions of this sale and purchase are as follows:

1. PURCHASE PRICE: The contract price for said property is Twenty-eight  
thousand nine hundred (\$ 28,900.<sup>00</sup>). The payment of the purchase price shall be payable as hereinafter set forth.

2. PAYMENT OF PURCHASE PRICE: The purchase price of the lot shall be paid as follows:

An earnest money deposit of TWO THOUSAND DOLLARS (\$2,000.00) shall be paid to BAT Developers, LLC, upon execution of this Contract to Purchase and Sell Real Estate and the balance of Twenty six thousand nine hundred DOLLARS (\$26,900) shall be paid at closing. OK # 6047 - \$2000

3. DEED: This contract is conditioned upon the Grantor executing and delivering at closing a warranty deed conveying fee simple title to the property free and clear of all liens and encumbrances, except ad valorem taxes for the year in which the property is conveyed and such restrictive covenants and easements of record and such other conditions as may be hereinafter stated. The deed will be made subject to restrictions and covenants of record, or reasonable restrictions as to the use of subject real property. Grantees acknowledge that they have been furnished a copy of the Declaration of Restrictive Covenants, recorded Book 1459, Page 257-2641, and the deed to be made subject thereto, and that they are in agreement with said restrictive covenants and will abide thereby. Grantor warrants that subject lot is zoned for use of the lot for residential purposes.

4. OBJECTIONS TO TITLE: If an examination of the title to the property by the attorney for the Grantees discloses any defects (except for and other than easements, taxes, roadways, rights of way, restrictive covenants, and zoning ordinances of record), they shall report such objections or defects to the attorney for Grantor and it shall be the responsibility of Grantor to cure or satisfactorily correct such defects and objections within a reasonable period of time as understood and agreed to by the attorneys for the parties herein.



5. TAXES: Grantors agree to be responsible for and to pay all real property taxes levied against said property prior to calendar year 2000 and that taxes beginning January 1, 2001 and thereafter shall be prorated.

6. DEED TO GRANTEE: The deed to the property is to be made to  
SAMUEL STRICKLAND JR., or as Grantees shall direct.

7. CLOSING: The closing of this transaction shall occur within thirty <sup>45</sup>~~30~~ days of the date of this contract. The closing shall be at the office of N. Johnson Tilghman, Attorney, 41-C Technology Drive, Garner, NC 27529, or such other place as Grantor may designate.

8. DEFAULTS: If the Grantor defaults in the performance of any of its obligations hereunder, at their option the Grantees may either demand specific performance of this contract or may cancel same and it shall thereafter be null and void, whereupon Grantor shall immediately refund to Grantees any monies paid by Grantees to Grantor and shall reimburse Grantees for any verified expenses he may have incurred hereunder. If Grantees shall fail to comply with any of his obligations hereunder, Grantor at its option may either demand specific performance of this contract or may cancel the contract and it shall thereafter be null and void, whereupon Grantor may retain any monies paid by Grantees hereunder as liquidated damages and in addition, Grantees shall reimburse Grantor for any verified expenses incurred by them hereunder. None of these rights and remedies shall be in exclusion of any other right or remedy of the parties hereto.

9. ENVIRONMENTAL: Grantor does not make any representations or warranties with respect to the environmental condition of subject real property and compliance with the federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders or decrees relating thereto, except that Grantor warrants to Grantees that it has committed no act that would

place in, on or upon subject real property hazardous or toxic materials and has committed no act or failed to take any action that may be required to maintain subject real property in compliance with federal, state or local statutes, laws ordinances, codes, rules regulations orders and decrees.

Grantees shall have the right from date of execution of this Agreement to date of closing in which to inspect subject real property to determine its environmental condition and to determine whether or not compliance with federal, state or local statutes with respect to the maintenance of the property have been complied with and maintained. In the event that the Grantees determine that there are hazardous or toxic materials located in, on or upon subject real property, then Grantees shall have the unqualified right to declare this Contract null and void whereupon the Grantor will immediately refund to Grantees any and all monies paid to it in connection with this Contract and the purchase of subject real property. In no event shall the Grantor be responsible for any environmental cleanup or remediation in connection with this Contract.

10. ENTIRE CONTRACT: This is the entire contract between the parties, and all terms, conditions, and understandings between the parties are merged into and made a part of this contract and agreement. This contract and agreement may on be changed, altered, and amended in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement as of the day and year first above written.

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**GRANTOR:**

**BAT DEVELOPERS, LLC**

Donald E Butler  
DONALD E. BUTLER, member\manager

Ernest W Tart  
ERNEST W. TART, member\manager

**GRANTEES:**

Sam St

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