

Application # ECOM1812-0002

**Harnett County Central Permitting**

PO Box 65 Lillington, NC 27546 - Ph: 910-893-7525 - Fx: 910-893-2793 - www.harnett.org/permits

**Certification of Work Performed By Owner/Contractor**

(Individual Trade Application)

Owner (s) of Structure: William Mitchell Phone: 910-890-3783

Owner (s) Mailing Address: 515 West 5<sup>th</sup> Erwin NC 28339

Land Owner Name (s): Wallace Pollard Phone: 910 890-4288

Construction or Site Address: 111 Price St Erwin, NC

PIN # 0597-77-0172-000 Parcel # 061507 0400

Job Cost: \_\_\_\_\_ Description of Work to be done Service Reconnect

Mechanical: New Unit With Ductwork \_\_\_ New Unit Without Ductwork \_\_\_ Gas Piping \_\_\_ Other \_\_\_

Electrical\*: 200 Amp  <200 Amp \_\_\_ Service Change \_\_\_ Service Reconnect \_\_\_ Other \_\_\_

\* For Progress Energy customers we need the premise number

Plumbing: Water/Sewer Tap \_\_\_ Number of Baths \_\_\_ Water Heater \_\_\_

Specific Directions to Job from Lillington:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_

I \_\_\_\_\_ will provide the \_\_\_\_\_ labor on this structure.  
(Contractors Name) (Trade)

I am the building owner or my NC state license number is \_\_\_\_\_, which entitles me to perform such work on the above structure legally. All work shall comply with the State Building Code and all other applicable State and local laws, ordinances and regulations.

Contractor's Company Name \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

License # \_\_\_\_\_

Structure Owner / Contractor Signature: William Mitchell Date: 12/5-2018

By signing this application you affirm that you have obtained permission from the above listed license holder to purchase permits on their behalf. If doing the work as owner you understand that you cannot rent, lease or sell the listed property for 12 months after completion of the listed work.

**\*Company name, address, & phone must match information on license**



Town of Erwin  
**Zoning Application & Permit**  
 Planning & Inspections Department

Permit #

Rev Sep2014

Each application should be submitted with an attached plot/site plan with the proposed use/structure showing lot shape, existing and proposed buildings, parking and loading areas, access drives and front, rear, and side yard dimensions.

Name of Applicant	William Mitchell	Property Owner	Wallace Pollard
Home Address	515 West 5 <sup>th</sup>	Home Address	2412 Kith Hills Rd
City, State, Zip	ERWIN NC 28339	City, State, Zip	LILLINGTON, NC 27546
Telephone	910-890-3783	Telephone	910 890-4288
Email		Email	

Address of Proposed Property	111 Price ST ERWIN, NC		
Parcel Identification Number(s) (PIN)	0597-77-0172	Estimated Project Cost	
What is the applicant requesting to build / what is the proposed use of the subject property? Be specific.	INSPECT METER CAN OR BOX FOR DUKE POWER CO.		
Description of any proposed improvements to the building or property			
What was the Previous Use of the subject property?	Commercial		
Does the Property Access DOT road?	YES		
Number of dwelling/structures on the property already		Property/Parcel size	1.50
Floodplain SFHA	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Watershed	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Wetlands	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
MUST circle one that applies to property	Existing/Proposed Septic System Or Existing/Proposed County/City Sewer		

**Owner/Applicant Must Read and Sign**

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. Upon issuance of this permit, the undersigning party agrees to conform to all applicable town ordinances, zoning regulations, and the laws of the State of North Carolina regulating such work and to the specifications of plans herein submitted. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

William Mitchell	TENANT William Mitchell	12/13/18
Print Name	Signature of Owner or Representative	Date

**For Office Use**

Zoning District	B2	Existing Nonconforming Uses or Features	2nd story
Front Yard Setback		Other Permits Required	Conditional Use Building Fire Marshal Other
Side Yard Setback		Requires Town Zoning Inspection(s)	Foundation Prior to C. of O.
Rear Yard Setback		Zoning Permit Status	Approved Denied
		Fee Paid: 10	Date Paid: 12/4/18 Staff Initials: SB

Comments	NEED min. electric permit for arrest court
----------	--


Signature of Town Representative: Snow Bouch	Date Approved/Denied: 12/13/18
--	--------------------------------

**PAID**

DEC 04 2018


TOWN OF ERWIN  
 pd/cam




STATE OF NORTH CAROLINA 

*Kathy J. Thomas*  
Commissioner of Motor Vehicles

**DRIVER LICENSE 3393679**



**WILLIAM LEE MITCHELL**  
515 W J ST  
ERWIN NC 28339-1431

class: C endors: None restr: 1  
issued: 05-11-2015 expires: 05-27-2023  
sex: M ht: 6-00 eyes: GRN hair: GRY race: 

birthdate:  
05-27-1950 *William Mitchell*

## **REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is made effective as of November 29, 2018, by and between Wallace Pollard Revocable Trust ("Landlord"), and William Mitchell ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant free standing building behind automobile sales office (the "Premises") located at 105 East Jackson Blvd Erwin, NC, Erwin, North Carolina 28339.

**TERM.** The lease term will begin on November 30, 2018 and will terminate on February 28, 2019.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1.00 per month, payable in advance on the first day of each month, for a total lease payment of \$3.00. Lease payments shall be made to Landlord at 2412 Keith Hills Rd, Lillington, North Carolina 27546, which may be changed from time to time by Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a ~~dwelling~~ <sup>commercial</sup> unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PETS.** No pets shall be allowed on the Premises.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant shall be responsible for: upkeep of building and premises.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

**TAXES.** Landlord shall pay all real estate taxes which may be levied against the Premises.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days' written notice to Tenant that the Premises have been sold.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty days' written notice by either party.

**HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the



Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Wallace Pollard Revocable Trust  
2412 Keith Hills Rd  
Lillington, North Carolina 27546

**TENANT:**

William Mitchell  
515 West J St  
Erwin, NC 28339

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of North Carolina.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

  
\_\_\_\_\_  
Wallace Pollard Revocable Trust

**TENANT:**

  
\_\_\_\_\_  
William Mitchell