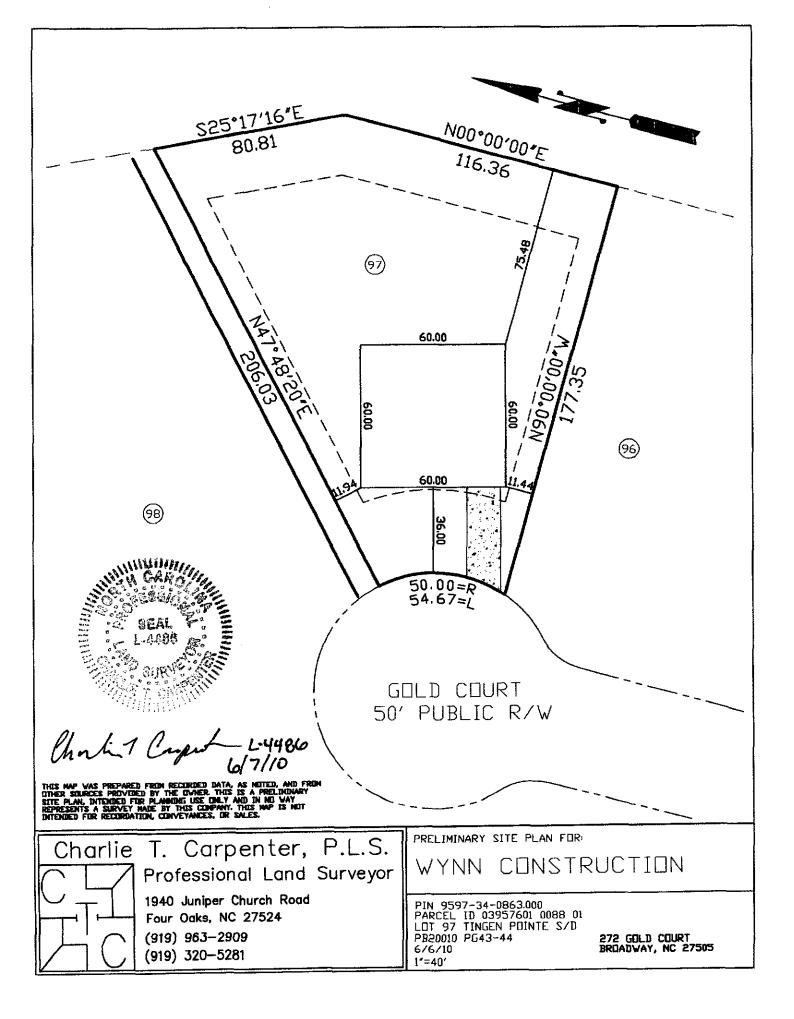
Initial Application Date: $6 - 10 - 10$ Application # $105002459$	,
CU#	
COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.hamett.org/permit	S
Applicant Wynnlonstruction Mailing Address: 2550 Capital RR. Saite 105	
City: <u>Greed nonc</u>	
Landarow, The hunder burg Mailing Address: 10 114 326	
City: Zerry	
CONTACT NAME APPLYING IN OFFICE: Us de Hare Phone #919539-2077	
PROPERTY LOCATION: Subdivision: Tingen Binter Lot # 97 Lot Size: 0, 51	
State Road #_27State Road Name:STMap Book&Page:Map Book&Page:	4
	Ŧ
Parcel: 03957601 008801. PIN: 9597-34-0863.000	
Zoning: <u>AALOR</u> Flood Zone: Watershed: <u>// A</u> Deed Book&Page: Power Company*: Progress S Energys	
*New structures with Progress Energy as service provider need to supply premise number from Progress Energy.	
SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West 3 miles Past Western Harne H	
- High Completion of the second secon	
PROPOSED USE:	_
SFD: (Size $(D \times b)$ ) # Bedrooms: 3_# Baths: 4_Basement (w/wo bath): Garage: $V$ Deck: Crawl Space: Siab:	
(Is the bonus room finished? () yes ()no w/ a closet? () yes ()no (if yes add in with # bedrooms)	
Mod: (Sizex) # 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:SWDWTW (Sizex) #Bedrooms:Garage:(site built?) Deck:(site built?)	
Duplex: (Size No. Buildings: No. Bedrooms Per Unit:	
Home Occupation: # Rooms: Use: Hours of Operation: #Employees:	
Addition/Accessory/Other: (Size) Use: Closets in addition? () yes ()no	
Water Supply: Coupty Existing Well New 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	
Structures (existing or proposed): Single family dwellings: Manufactured Homes: Other (specify):	
Required Residential Property Line Setbacks: Comments:	
Front Minimum <u>39</u> Actual <u>36</u>	
Rear <u>23</u> <u>35.48</u>	
Closest Side	
Sidestreet/corner lot	
Nearest Building	
If permits are granted Lagree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submit	ted.
I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.	
Signature of Owner's Agent / Date	
**This application expires 6 months from the initial date if permits have not been issued**	
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION	



NAME:	
-------	--

APPLICATION #: 10 5-00 74

\*This application to be filled out when applying for a septic system inspection.\*

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) 910-893-7525 option 1 **CONFIRMATION #** 

- Π Environmental Health New Septic System Code 800
  - Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
  - Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks. out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
  - Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
  - 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. Do not grade property.
  - Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
  - After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code 800 (after selecting notification permit if multiple permits exist) for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits. Ω
  - Environmental Health Existing Tank Inspections Code 800
  - Follow above instructions for placing flags and card on property.
  - Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
  - After preparing trapdoor call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code 800 for Environmental Health inspection. Please note confirmation number given at end of recording for proof of request.
  - Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

#### SEPTIC

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

<pre>{} Accepted</pre>	<pre>{} Innovative</pre>	{ Conventional	{} Any	
() Alternative	{} Other		<u> </u>	

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	().WO	Does the site contain any Jurisdictional Wetlands?
I_VES		Do you plan to have an irrigation system now or in the future?
{ES	I_NO	Does or will the building contain any drains? Please explain. Positive Foundation Chair
(IYES	( MO	Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
{}}YES	OK (_)	Is any wastewater going to be generated on the site other than domestic sewage?
{} YES	04(1-)	Is the site subject to approval by any other Public Agency?
[_]YES	OK(_)	Are there any easements or Right of Ways on this property?
{} YES	( <u>/</u> ) NO	Does the site contain any existing water, cable, phone or underground electric lines?
		If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

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.

110 PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6/9

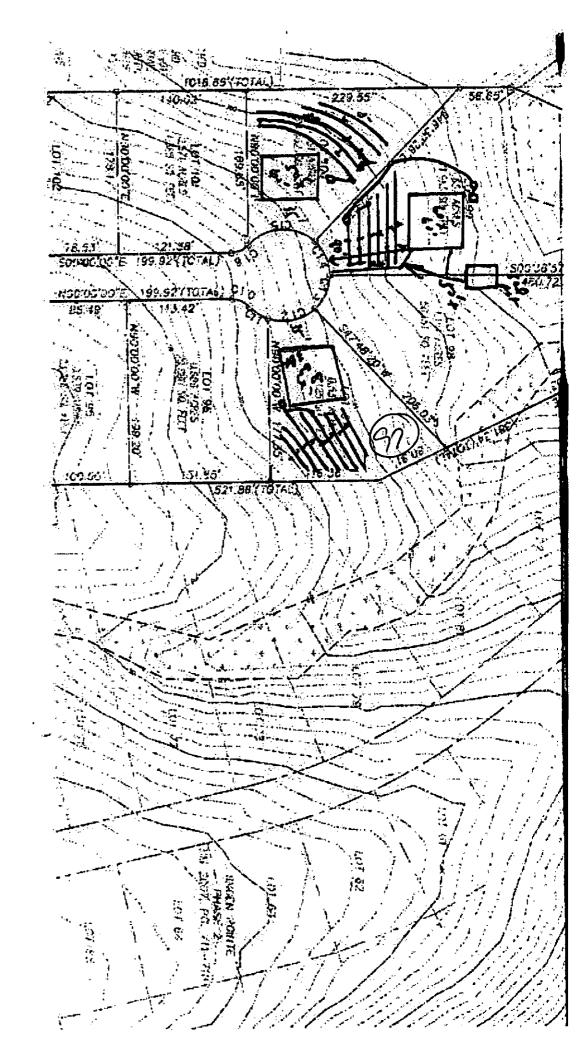
5/08

IN M EARLA INSTRUMENT 18" DO NOT ALMOVE JUIC DUBEING CLEAPURG DATE 

SOUTHEASTEN SOIL & ENVIRONMENTAL ASSOCIANC.

PROPOSED SUBSURFACE WASTE DISPOSAL SYSTEM DETAIL SHEET

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#### LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made by and between. The Harnett Land Group, LLC ("Seller") and Butner Investments and/or its assigns ("Purchaser").

#### **RECITALS**

Tingen Pointe, (the "Subdivision") located in Harnett County, North Carolina as shown on Exhibit "B" attached hereto. Also recorded in Harnett County register of deeds. Book 2010, pages 43-45.

Purchaser desires to purchase the remaining lots in Phase 3B and all future phases of Tingen Pointe subdivision subject to the terms and conditions hereof (See Exhibit A).

#### **AGREEMENT**

In consideration of the mutual promises, covenants, and conditions contained herein, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller on the terms and conditions stated in this Agreement, 24 lots in the Subdivision (the "Lots") and all lots in future phases. (See take-down schedule in Exhibit A). Tingen Pointe (Phase 3B) Book 2010 page 43-45.

2. PURCHASE PRICE: The purchase price of each of the lots in phase 3B shall be \$23,000 (See Exhibit A for future lot prices).

3. <u>SECURITY DEPOSIT</u>: The deposit of \$500 per lot. Each lot purchased will be credited back \$500 at the closing of each lot. All deposit will be non-refundable paid to the seller.

4. SELLER'S IMPROVEMENTS: Seller warrants that the Subdivision will be developed and the improvements constructed according to subdivision improvement plans submitted to and approved by Harnett County. Seller warrants that the Lots will be part of a subdivision plat fronting on paved public streets. Seller further warrants that underground electrical, telephone, and county water will be available to serve the Lots. Seller further warrants that all lots are suitable for a 3-bedroom conventional septic system. If a Lot fails to secure a 3-bedroom conventional septic system permit from Harnett County (including conventional pump systems), Purchaser shall trade the Lot for another available Lot of the same price. Seller is responsible for all assessments and fees associated with developing the Lots into building lots and any outstanding special assessments. Purchaser shall be responsible for all fees including, but not limited to tap-on charges normally paid as part of the building permit process for house construction on the Lots it purchases. Seller shall cause all private improvements to be accepted by the Homeowners Association, if any; and if there are public improvements, Seller shall cause all public improvements to be dedicated and accepted to the appropriate public entity. 5. LOT STAKING. The initial staking of the Lot corners has been completed (which staking may or may not be the final iron pin staking). Purchaser shall be responsible for all re-staking of a Lot following closing or following any commencement of any construction activities (which includes delivery of materials) on a lot prior to closing.

6. CLOSING OF LOTS: See Exhibit A

7. TITLE: At the time of Closing of any Lot purchased under this Agreement, marketable title shall be conveyed by General Warranty Deed and shall be free, clear, and unencumbered except for and subject to the following:

- a. Taxes that are a lien on the lots but not yet due and payable.
- b. Easements and restrictions of record which do not prevent use of the lots for residential purposes and which are reasonably acceptable to Purchaser.
- c. Protective covenants as established by Seller provided such do not prevent the use of the Lots for residential purposes.

8. DEFAULT: If Purchaser defaults on any obligation under this Agreement, Seller may treat this Agreement as null and void and receive the deposit or the balance outstanding as its sole remedy. If Seller defaults on any obligation under this Agreement, Purchaser shall have as its sole remedies the right to terminate this Agreement and obtain the return of the deposit. Both Seller and Purchaser must give the other party written notice five (5) days in advance of exercising any remedy for default, in which five (5) day period the defaulting party shall be entitled to cure such default.

### 9. MISCELLANEOUS:

- a. Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- b. The terms, conditions, and covenants contained in this Agreement shall survive the Closings and delivery of deeds. If the deeds and this Agreement are inconsistent, the provisions of this Agreement shall control.
- c. Any notices to be given under this Agreement shall be in writing and may be faxed, personally delivered or sent by regular mail to the addresses set forth above, or at such other addresses as the parties may specify by written notice to each other. All notices shall be deemed given when received or mailed as provided in this Paragraph.
- d. This agreement contains the entire understanding between the parties and may be amended only by written agreement signed by both Seller and Purchaser.
- e. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions, all of which shall be valid and enforceable to the fullest extent permitted by law.
- f. The waiver of any party of a breach of any provision of this Agreement shall not be considered a waiver of any other breach of such provision or any other provision of this Agreement.
- g. The parties acknowledge that no realtor or broker represented the interest of either

party, and that no commissions are due to anyone as a result of the purchase and sale of the Lots.

- h. At all times, the parties will operate in good faith in carrying out the terms of this Agreement.
- i. Seller warrants to the Purchaser that Seller has the full power and authority to enter into this Agreement and carry out its provisions.
- j. Septic Pump reimbursement balance from seller on Phases 1 and 2 from 12/2/09 through 5/1/10 shall be credited to buyer at the closing of the first 15 lots. (see Exhibit C).
- k. This contract is assignable to another party.
- 1. Both parties recognize and accept that Purchaser is an investor only and intends on transferring the lots to Wynn Construction. Purchaser is not a general contractor and does not engage in the home building business. It is the intent of both parties that Wynn Construction be the builder in the project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

#### PURCHASER:

. .

Butner Investments, LLC Bv: Its: Date:

SELLER:

The Harnett Land Group. LLC By: Its: Date: 0-10

## Exhibit A

Wynn Construction will be exclusive builder in Tingen Pointe provided:

- Purchaser to close 15 lots in Tingen Pointe Phase 3B for \$23,000 each within 60 days of execution of contract
- Purchaser to close all remaining 9 lots in Tingen Pointe Phase 38 for \$23,000 each by December 15<sup>th</sup>, 2010.
- Purchaser and/or Wynn to keep a minimum of 5 specs at all times in Phase 3B and a minimum of 15 specs in all of Tingen Pointe

#### Future Phases of Tingen Pointe Takedown Schedule

- At the start of the 15<sup>th</sup> house by Wynn Construction in Phase 3B, developer will start construction on next phase of approximately 20-30 lots.
- Purchaser to close 10 lots in next phase within 45 days after recordation and completion of power
- Wynn to keep a minimum of 10 specs at all times in new phase
- This takedown schedule will be duplicated until all phases of Tingen Pointe are completed and
   Purchaser has closed on all lots

#### Purchase Price

- All lots purchased in 2010 will remain at a lot price of \$23,000
- Starting January 1<sup>st</sup> 2011, there will be a 5% increase per year on all lots purchased during that year. This 5% increase will be calculated on the prior year lot price.

eburk Wingen Date . Buyer

Date

#### LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made by and between. Butner Investments, LLC, a North Carolina Limited Liability Company, whose address is. ("Seller") and <u>Wynn Construction, Inc.</u> whose address is 2550 Capitol Dr. Creedmoor, NC 27522 ("Purchaser").

#### RECITALS

Tingen Pointe, (the "Subdivision") located in Harnett County, North Carolina as shown on Exhibit "B" attached hereto. Also recorded in Harnett County register of deeds. Book 2010, pages 43-45.

Purchaser desires to purchase the remaining lots in Phase 3B and all future phases of Tingen Pointe subdivision subject to the terms and conditions hereof (See Exhibit A).

#### **AGREEMENT**

In consideration of the mutual promises, covenants, and conditions contained herein. Seller and Purchaser agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller on the terms and conditions stated in this Agreement, 22 lots in the Subdivision (the "Lots") and all lots in future phases. (See take-down schedule in Exhibit A). Tingen Pointe (Phase 3B) Book 2010 page 43-45.

2. PURCHASE PRICE: The purchase price of each of the lots in phase 3B shall be \$25,000 (See Exhibit A for future lot prices).

3. <u>SECURITY DEPOSIT</u>: The deposit of \$500 per lot. Each lot purchased will be credited back \$500 at the closing of each lot. All deposit will be non-refundable paid to the seller.

4. SELLER'S IMPROVEMENTS: Seller warrants that the Subdivision will be developed and the improvements constructed according to subdivision improvement plans submitted to and approved by Harnett County. Seller warrants that the Lots will be part of a subdivision plat fronting on paved public streets. Seller further warrants that underground electrical, telephone, and county water will be available to serve the Lots. Seller further warrants that all lots are suitable for a 3-bedroom conventional septic system. If a Lot fails to secure a 3-bedroom conventional septic system permit from Harnett County (including conventional pump systems), Purchaser shall trade the Lot for another available Lot of the same price. Seller is responsible for all assessments and fees associated with developing the Lots into building lots and any outstanding special assessments. Purchaser shall be responsible for all fees including, but not limited to tap-on charges normally paid as part of the building permit process for house construction on the Lots it purchases. Seller shall cause all private improvements to be accepted by the Homeowners Association, if any; and if there are public improvements, Seller shall cause



DI 52010

all public improvements to be dedicated and accepted to the appropriate public entity.

5. LOT STAKING. The initial staking of the Lot corners has been completed (which staking may or may not be the final iron pin staking). Purchaser shall be responsible for all re-staking of a Lot following closing or following any commencement of any construction activities (which includes delivery of materials) on a lot prior to closing.

#### 6. CLOSING OF LOTS: See Exhibit A

7. TITLE: At the time of Closing of any Lot purchased under this Agreement, marketable title shall be conveyed by General Warranty Deed and shall be free, clear, and unencumbered except for and subject to the following:

- a. Taxes that are a lien on the lots but not yet due and payable.
- b. Easements and restrictions of record which do not prevent use of the lots for residential purposes and which are reasonably acceptable to Purchaser.
- c. Protective covenants as established by Seller provided such do not prevent the use of the Lots for residential purposes.

8. DEFAULT: If Purchaser defaults on any obligation under this Agreement, Seller may treat this Agreement as null and void and receive the deposit or the balance outstanding as its sole remedy. If Seller defaults on any obligation under this Agreement, Purchaser shall have as its sole remedies the right to terminate this Agreement and obtain the return of the deposit. Both Seller and Purchaser must give the other party written notice five (5) days in advance of exercising any remedy for default, in which five (5) day period the defaulting party shall be entitled to cure such default.

#### 9. MISCELLANEOUS:

- a. Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- b. The terms, conditions, and covenants contained in this Agreement shall survive the Closings and delivery of deeds. If the deeds and this Agreement are inconsistent, the provisions of this Agreement shall control.
- c. Any notices to be given under this Agreement shall be in writing and may be faxed, personally delivered or sent by regular mail to the addresses set forth above, or at such other addresses as the parties may specify by written notice to each other. All notices shall be deemed given when received or mailed as provided in this Paragraph.
- d. This agreement contains the entire understanding between the parties and may be amended only by written agreement signed by both Seller and Purchaser.
- c. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions, all of which shall be valid and enforceable to the fullest extent permitted by law.
- f. The waiver of any party of a breach of any provision of this Agreement shall not be considered a waiver of any other breach of such provision or any other provision of this Agreement.

DT 520 10

WW 5-18-10

- g. The parties acknowledge that no realtor or broker represented the interest of either party, and that no commissions are due to anyone as a result of the purchase and sale of the Lots.
- h. At all times, the parties will operate in good faith in carrying out the terms of this Agreement.
- i. Seller warrants to the Purchaser that Seller has the full power and authority to enter into this Agreement and carry out its provisions.
- j. Septic Pump reimbursement balance from seller on Phases 1 and 2 from 12/2/09 through 5/1/10 shall be credited to buyer at the closing of the first 15 lots. (see Exhibit C).
- k. This contract is assignable to another party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

PURCHASER: Wynn Construction By: William H- Wym. Its: President Date: \_ 5 /

SELLER: By: Is: MANAQUE Date: 5-20-2010

## Exhibit A

Wynn Construction will be exclusive builder in Tingen Pointe provided:

- Wynn to close 15 lots in Tingen Pointe Phase 3B for \$25,000 each within 60 days of execution of contract
- Wynn to close all remaining Nots in Tingen Pointe Phase 3B for \$25,000 each by December 15<sup>th</sup>, 2010.
- Wynn to keep a minimum of 5 specs at all times in Phase 3B and a minimum of 15 specs in all of Tingen Pointe

#### **Future Phases of Tingen Pointe Takedown Schedule**

- At the start of the 15<sup>th</sup> house by Wynn Construction in Phase 3B, developer will start construction on next phase of approximately 20-30 lots.
- Wynn to close 10 lots in next phase within 45 days after recordation and completion of power
- Wynn to keep a minimum of 10 specs at all times in new phase
- This takedown schedule will be duplicated until all phases of Tingen Pointe are completed and Wynn has closed on all lots

#### **Purchase Price**

- All lots purchased in 2010 will remain at a lot price of \$25,000
- Starting January 1<sup>st</sup> 2011 , there will be a 5% increase per year on all lots purchased during that year. This 5% increase will be calculated on the prior year lot price.

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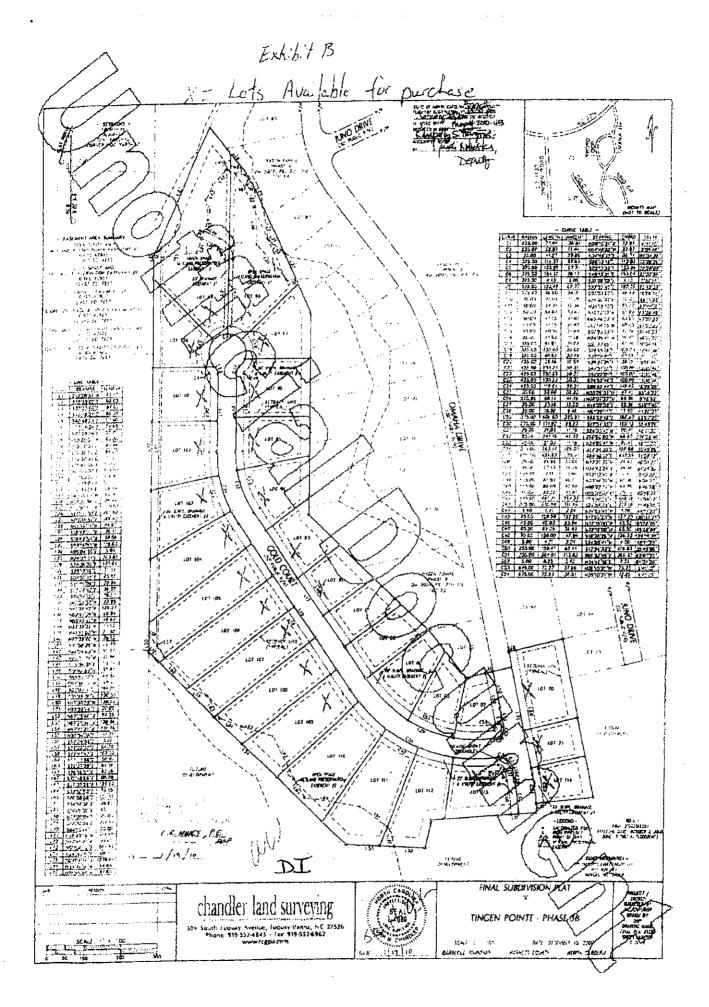
William H. Wym- 1-Buyer Webarah Ingram

Date

5-20-2010

Seller

Date



Exh. b. I C

# Tingen Ponte Septic 5/1/2010

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