

Initial Application Date: 6-14-10

Application # 1050024599

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27548 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

Applicant Wyan Construction Mailing Address: 2550 Capital DR. Suite 105

City: Creedmoor State: NC Zip: 27528 Contact # 919-528-1847 Email: _____

Landowner Harnett Land Mailing Address: PO Box 326

City: Zelma State: NC Zip: 27587 Contact # _____ Email: _____

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Wade Hare Phone # 919-539-2077

PROPERTY LOCATION: Subdivision: Tiger Pointe Lot #: 113 Lot Size: _____

State Road # 27 State Road Name: 27 West Map Book & Page: PB2009 PB43-44

Parcel: 03957601008817 PIN: 9597-33-6699.000

Zoning: RA2A Flood Zone: 1 Watershed: NA Deed Book & Page: OTT1 Power Company*: Progress Energy

*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 About 11 miles Subdivision

on your left

PROPOSED USE:

- SFD: (Size 75 x 45) # Bedrooms: 3 # Baths: 2 Basement (w/wo bath): _____ Garage: Deck: _____ Crawl Space: _____ Slab:
(Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)
- 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 _____ 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>35</u> Actual <u>36.22</u>	_____
Rear	<u>25</u> <u>63.74</u>	_____
Closest Side	<u>19</u> <u>36.29</u>	_____
Sidestreet/corner lot	_____	_____
Nearest Building on same lot	_____	_____

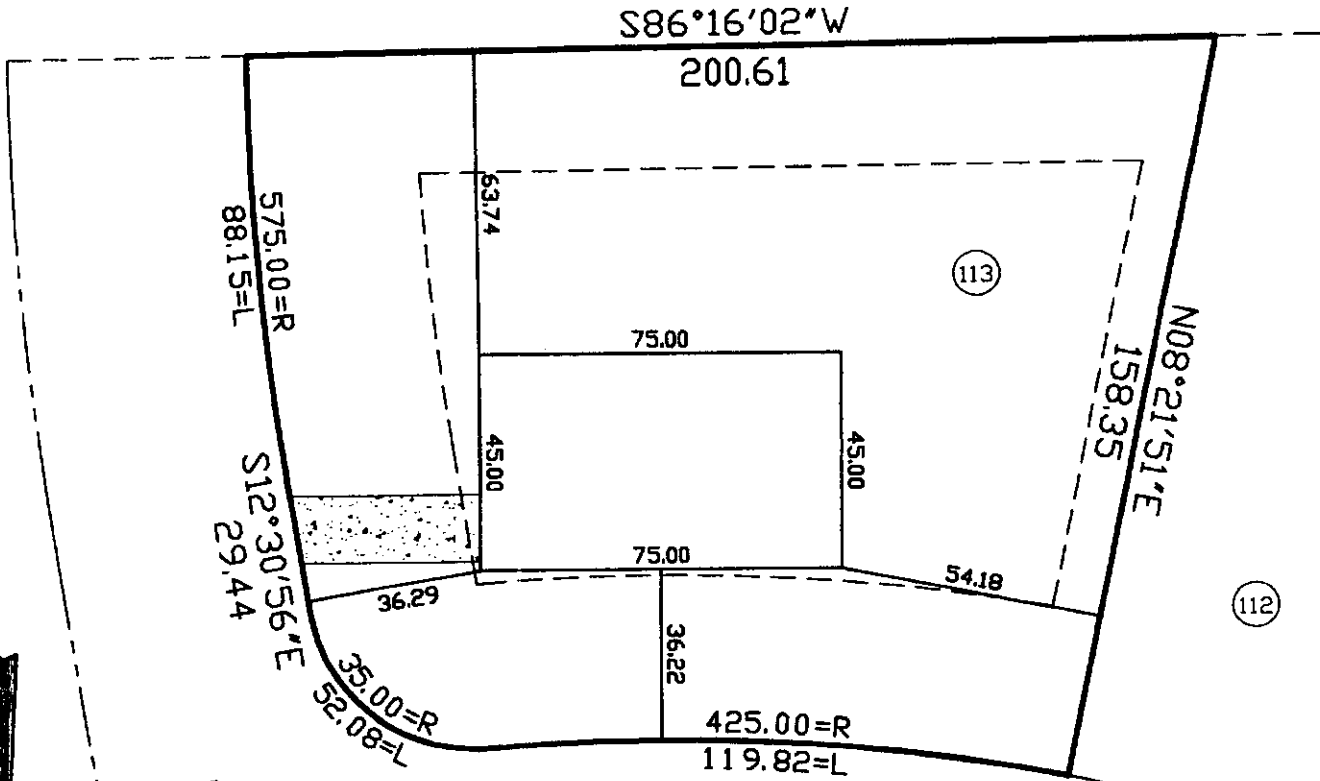
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Wade Hare
Signature of Owner or Owner's Agent

6/9/10
Date

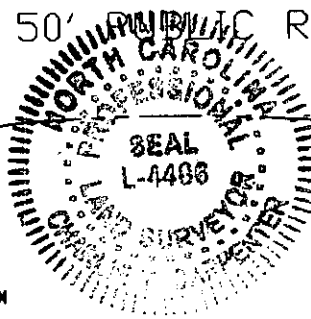
****This application expires 6 months from the initial date if permits have not been issued****
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

FUTURE DEVELOPMENT



50' PUBLIC DRIVE
 OMAHA DRIVE

GOLD COURT
 50' PUBLIC R/W



Charlie T. Carpenter L-4486
 6/7/10

THIS MAP WAS PREPARED FROM RECORDED DATA, AS NOTED, AND FROM OTHER SOURCES PROVIDED BY THE OWNER. THIS IS A PRELIMINARY SITE PLAN, INTENDED FOR PLANNING USE ONLY AND IN NO WAY REPRESENTS A SURVEY MADE BY THIS COMPANY. THIS MAP IS NOT INTENDED FOR RECORDATION, CONVEYANCES, OR SALES.

Charlie T. Carpenter, P.L.S.
 Professional Land Surveyor

1940 Juniper Church Road
 Four Oaks, NC 27524
 (919) 963-2909
 (919) 320-5281

PRELIMINARY SITE PLAN FOR:
WYNN CONSTRUCTION

PIN 9597-33-6699.000
 PARCEL ID 03957601 0088 17
 LOT 113 TINGEN POINTE S/D
 PB20010 PG43-44
 6/6/10
 1"=40'

766 OMAHA DRIVE
 BROADWAY, NC 27505

SOUTHEASTERN SOIL & ENVIRONMENTAL ASSOC, INC.

PROPOSED SUBSURFACE WASTE DISPOSAL SYSTEM DETAIL SHEET

SUBDIVISION Tinian Pt 2

LOT B 113

INITIAL SYSTEM Approved 25%

REPAIR Approved 25%

DISTRIBUTION solid

DISTRIBUTION solid

BENCHMARK 100.0

LOCATION rear corner 113/12

NO. BEDROOMS 3

proposed wrap = 0.5 gal / ft²

<u>LINE</u>	<u>FLAG COLOR</u>	<u>ELEVATION</u>	<u>ACTUAL LENGTH</u>
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Initial

1	Y	104.25	100'
2	W	102.84	80'
			180'
3	O	103.34	70'
4	W	102.84	60'
5	Y	102.84	50'
			180'

BY M. SAKA

DATE 05/2010

744. Potholes
 0-8" Sand (10%, max)
 10-30" gravel (10%, max)
 0.12-0.30"

INSTALL AT 10"
 DO NOT REMOVE SOIL
 WHEN CLEARING

NAME: _____

APPLICATION #: _____

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 # _____

- 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.
- 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.

- Accepted Innovative Conventional Any
 Alternative Other _____

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 NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future? *W.F.*
 YES NO Does or will the building contain any drains? Please explain. Positive Foundation Drain
 YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any easements or Right of Ways on this property?
 YES 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.

Wade H. [Signature]
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6/9/10
DATE

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. **SECURITY DEPOSIT:** 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:**

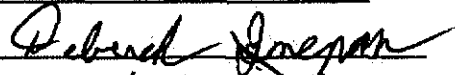
- a. Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- b. The terms, conditions, and covenants contained in this Agreement shall survive the Closings and delivery of deeds. If the deeds and this Agreement 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.
- l. 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
By: 
Its: MANAGER
Date: 5-20-2010

SELLER:

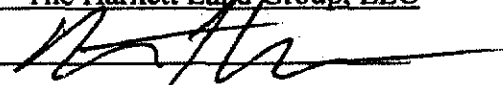
The Harnett Land Group, LLC
By: 
Its: Manager
Date: 5-20-10

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 3B for \$23,000 each by December 15th, 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 15th 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 1st 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.



Buyer

Date



Seller

Date

LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made by and between Butner Investments, L.L.C, a North Carolina Limited Liability Company, whose address is, _____ ("Seller") and Wynn Construction, Inc. 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, ^{24 DI} ~~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. **SECURITY DEPOSIT:** 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

WW
5-18-10

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.
- 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.

WW
5-18-10

DI 520 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:

Wyan Construction, Inc.
By: William H. Wyan - Pres.
Its: President
Date: 5/18/10

SELLER:

Butner Investments, LLC
By: Deborah Ingram
Its: MANAGER
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 ^{9 DI} ~~7~~ lots in Tingen Pointe Phase 3B for \$25,000 each by December 15th, 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 15th 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 1st 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.

William H. Wynn - Pres.

5/18/10

Buyer

Date

Deborah Ingram

5-20-2010

Seller

Date

Exhibit C

Tingen Ponte Septic
5/1/2010

LOT #	Septic Overage Major Erosion Control (\$2,500 Allowance)	
1	TBD	
4	TBD	
13	TBD	
14	\$1,480	
16	\$-	
23	NO LOT	
24	\$-	
26	\$-	
29	TBD	
30	TBD	
31	TBD	
32	TBD	
33/34	\$-	
35	TBD	
36	\$1,750	\$1,802
37	TBD	
39	\$2,000	
40	TBD	
41	TBD	
43	TBD	
44	\$-	
45	\$1,300	
46	\$1,300	
47	TBD	
53	TBD	
55	TBD	
56	TBD	
57	TBD	
58	\$-	
59	\$-	
60	\$-	
61	TBD	
62	TBD	
63	TBD	
64	TBD	
65	TBD	
66	TBD	
67	TBD	
68	TBD	
69	TBD	
82	TBD	
83	\$2,767	

W
DI

Total \$10,597

Split \$5,298.50

WV
DI