

Initial Application Date: 9-30-10

Application # 1050025302

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.harnett.org/permits

LANDOWNER: Harnett County Land Group Mailing Address: PO Box 427

City: Mamers State: NC Zip: 27552 Contact # 919 345-6729 Email: nathan@nlevans.com

APPLICANT*: Wynn Construction, Inc. Mailing Address: 2550 Capitol Dr.

City: Creedmoor State: NC Zip: 27522 Contact # 919 603-7965 Email: edward@wynnconstruct.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: J. Edward Averett Phone # 919 603-7965

PROPERTY LOCATION: Subdivision: Summer Hill Lot #: 1 Lot Size: .51

State Road # 1229 State Road Name: McDougald Rd. Map Book&Page: 2007, 435

Parcel: 130539 0200 08 PIN: 0539-88-9327.000

Zoning: RA36 Flood Zone: X Watershed: NA Deed Book&Page: 02318, 0591 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: Take 401 N. take left fork onto McDougald Rd. Subdivision on the right 4-5 miles.

PROPOSED USE:

- SFD: (Size 47'W x 61'D) # Bedrooms: 3 # Baths: 2.5 Basement(w/w bath): _____ Garage: Patio Deck: ✓ Crawl Space: ✓ Slab: _____ 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/w 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: X Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks: _____ Comments: _____

Front Minimum 35 Actual 39.54

Rear 25 59.76

Closest Side 10 15.00

Sidestreet/corner lot _____

Nearest Building on same lot _____

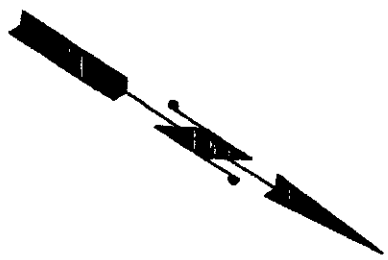
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

J. Edward Averett
Signature of Owner or Owner's Agent

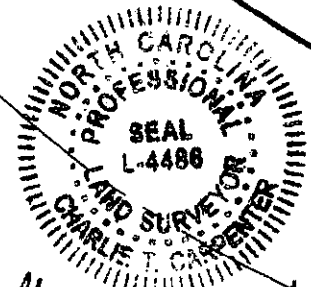
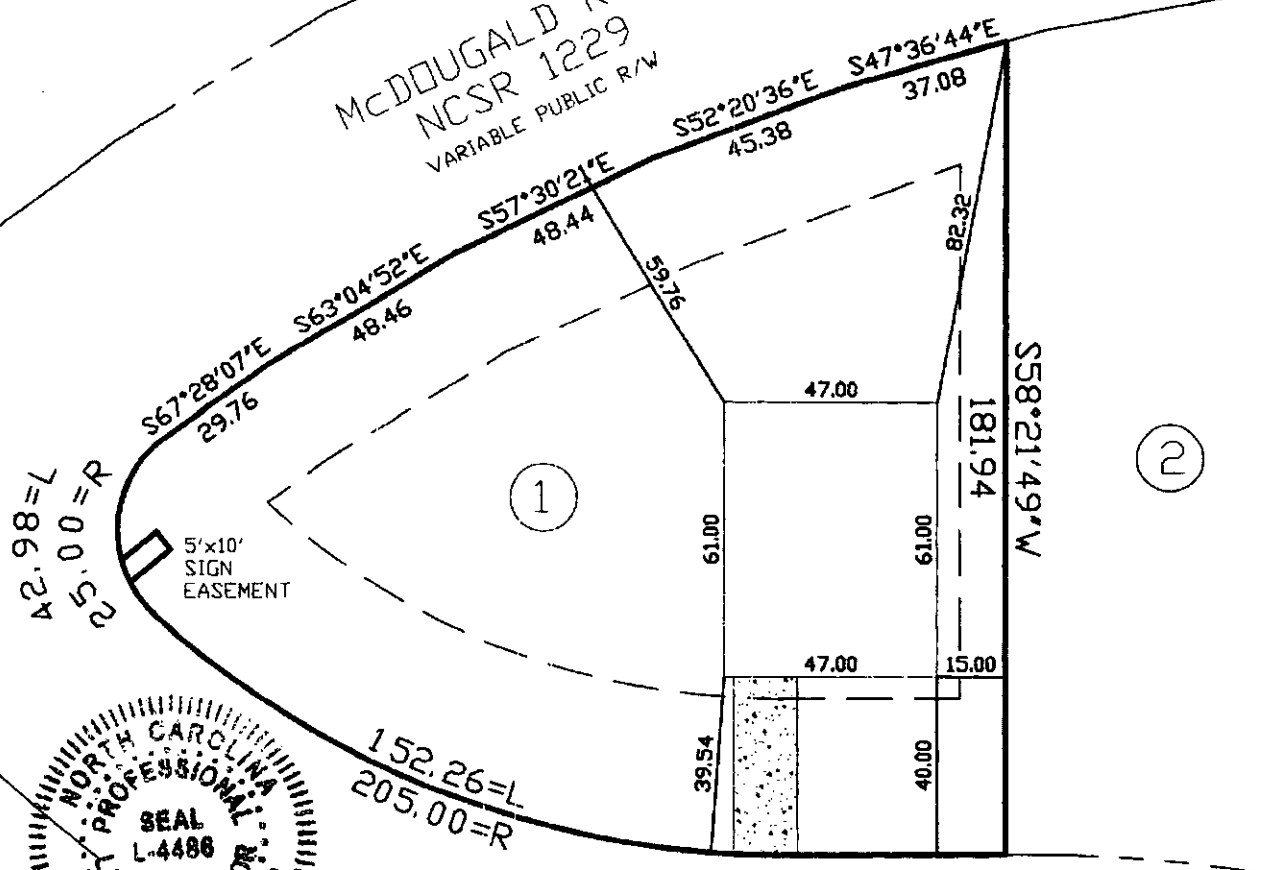
9-28-2010
Date

****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



MCDUGALD ROAD
NCSR 1229
VARIABLE PUBLIC R/W

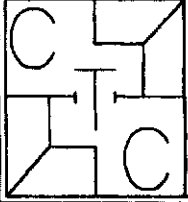


Charlie T. Carpenter L-4486
9/24/10

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, CONVEYANCE, OR SALE.

S31°38'11"E
49.72
OAK LEAF DRIVE
50' PUBLIC R/W

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 0539-88-9327.000
PARCEL ID 130539 0200 08
LDT 1 SUMMERHILL S/D
PB2007 PG431-436
9/24/10
1"=40'

25 OAK LEAF DRIVE
LILLINGTON, NC 27546

NAME: Wynn Construction, Inc

APPLICATION #: 05302

J. E. Auer

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

- **All property irons must be made visible.** 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.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- 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 outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then close back down. (Unless inspection is for a septic tank in a mobile home park)
- After uncovering outlet end 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?
 YES NO Does or will the building contain any drains? Please explain. _____
 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.

J. Edward Auer et al

 PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

9-28-10

 DATE

LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made by and between. Butner Investments, LLC, a North Carolina Limited Liability Company, and/or assignees ("Seller") and Wynn Construction, Inc., a North Carolina corporation, and/or assignees ("Purchaser"). Seller has a valid "Contract to Purchase" with The Harnett Land Group and Cummings Brothers Enterprises who is the current owner of record for Summer Hill as of the date of this contract.

RECITALS

Summer Hill, (the "Subdivision") located in Harnett County, North Carolina as shown on Exhibit "A" attached hereto. Also recorded in Harnett County register of deeds, Book 2007, pages 431, 433, 435.

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, the remaining 20 lots in the Subdivision (the "Lots").
2. **PURCHASE PRICE:** The purchase price of each of the lots shall be \$15,000.
3. **SECURITY DEPOSIT:** An additional \$2,000 per lot for the first 10 lots (\$20,000 total) shall be collected at closing and held in escrow by closing attorney to be applied to the purchase of the last 2 lots. The \$20,000 shall serve as the non-refundable deposit.
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.

WV
WV

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:

- a) Purchaser will close 10 lots within 30 days of execution of this contract. The selection of the first 10 lots shall be selected by Seller and approved by Purchaser.
- b) Purchaser will keep 4-5 spec homes for sale at various stages of construction. Purchaser will takedown an additional lot 14 days after the close of every other spec house until Purchaser has no lots in inventory in the subdivision. At which time, Purchaser will then takedown an additional lot 14 days after the close of each spec home until all 20 lots have been closed. Based on the above takedown schedule, Purchaser will close the 11th lot 14 days after the closing of the first spec house and begin the takedown rotation at that point.

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

WW
DD

- 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. 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, Inc.

By: William H. Wynn

Its: President

Date: 8/23/10

SELLER:

Butner Investments, LLC

By: Debra Chapman

Its: Manager

Date: Aug 25, 2010