

Initial Application Date 4-15-11

Application # 11 500 26 474

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E Front Street Lillington NC 27546 Phone (910) 893 7525 ext 2 Fax (910) 893 2793 www.harnett.org/permits

****A RECORDED SURVEY MAP RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION****

LANDOWNER Harnett Developer LLC Mailing Address 2317 Fern Rd
City Oxford State NC Zip 27564 Contact No _____ .mail edward@wynnconstruct.com

APPLICANT Wynn Construction, Inc Mailing Address 2550 Capitol Dr.
City Creedmoor State NC Zip 27522 Contact No 919 603 7965 Email edward@wynnconstruct.com

*Please fill out applicant information if different than landowner

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

PROPERTY LOCATION Subdivision Trotters Ridge Lot # 103 Lot Size 52
State Road # 1116 State Road Name Polk Rd Map Book & Page 2011 175
Parcel 030507 0200 17 PIN 9597-94-9196 000
Zoning R220 Flood Zone X Watershed N/A Deed Book & Page OTP Power Company Progress Energy
New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy

PROPOSED USE

SFD (Size 60'0" x 60'0") # Bedrooms 4 # Baths 3 Basement (w/wo bath) Garage Y ^{Patio} Deck Y Crawl Space _____ Slab _____ Slab X Monolithic
(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 Y County _____ Existing Well _____ New Well (# of dwellings using well _____) *Must have operable water before final

Sewage Supply Y 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

Does the property contain any easements whether underground or overhead yes no

Structures (existing or proposed) Single family dwellings _____ Manufactured Homes _____ Other (specify) _____

Required Residential Property Line Setbacks

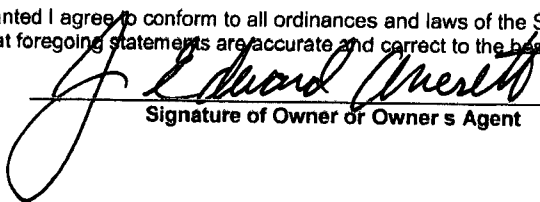
Front Minimum 35' Actual 37'
Rear 25' 53'
Closest Side 16' 11'
Sidestreet/corner lot _____
Nearest Building on same lot _____

Comments _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON

HWY 27W To Nursery Rd. left on Nursery Rd
RIGHT ON DCS Rd left INTO TROTTERS ON
KENTUCKY Derby LANE.

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


Signature of Owner or Owner's Agent

4-13-11
Date

***It is the owner/applicants responsibility to provide the county with any applicable information about the subject property including but not limited to boundary information house location underground or overhead easements etc The county or its employees are not responsible for any incorrect or missing information that is contained within these applications ***

This application expires 6 months from the initial date if permits have not been issued

CURVE RADIUS 25.00 LENGTH 37.65 CHORD 34.19 CH BEARING N31°32'41" E

KENTUCKY DERBY LN 60 R/W

N 74°42'53" E 122.96

PROPOSED DRIVE

S 15°17'07" E 150.00

PROPOSED HOUSE LOCATION

103

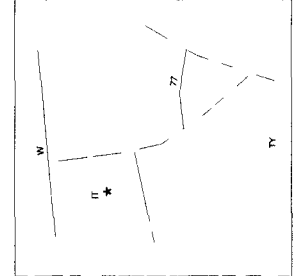
0.52 AC

JOCKEY RIDGE 50 R/W

N 111°36'17" W 126.87

S 74°42'53" W 156.04

104



SITE PLAN APPROVAL
 DISTRICT RA 20 USE SFP
 #BEDROOMS 4
 Date 4-19-11 VC [Signature]
 Zoning Administrator

MAP REFERENCE MAP NO 2011 75

MIN. J.M. ULDIN
 EN
 EA
 SIDE YARD
 R.L.O.
 AX U HE

JOB NO 11143

BENNETT SURVEYS INC
 1662 CLARK RD LILLINGTON N C 27546
 (910) 893 5252

SURVEY FOR
 PROPOSED PLOT PLAN LOT 103
 TROTTER'S RIDGE PHASE 1 B

TOWNSHIP	BARBEQUE	COUNTY	HARNETT	SURVEYED BY	40	FIELD BOOK
STATE	NORTH CAROLINA	DATE	APRIL 13 2011	DRAWN BY	RVB	DRAWING NO
ZONE	RA 20R	W	RS	ST	K	AX
SCALE 1" = 40'						CHECKED & CLOSURE BY
						11143

J E Averett

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 plan - 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 800 652 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 E Averett
PROPERTY OWNERS OR OWNER'S LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

4-13-11
DATE

LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made and entered into the 7th day of December, 2010 by and between Harnett Developers, LLC, a North Carolina Limited Liability Company ("Seller") and Wynn Construction Inc, a North Carolina corporation ("Purchaser")

RECITALS

Trotter's Ridge (formerly Wood Acres), (the "Subdivision") located on Doc's Road in Harnett County, North Carolina as shown on Exhibit "A" (Preliminary plat) attached hereto Preliminary plat proposes approximately 111 lots on parcel recorded in Plat Book 2005, Page 843, Deed Book 2524 at Page 136

STATEMENT OF PURPOSE and AGREEMENT

Seller desires to sell and Purchaser desires to purchase from Seller all 111 lots in all phases of Trotter's Ridge Subdivision Wynn Construction, along with Signature Home Builders and Hugh Surles Builders, will be the exclusive builder team in Trotter's Ridge Subdivision subject to the terms and conditions hereinafter set forth

- Wynn shall close on the purchase of 15 lots within 30 days after plat recordation of Phase 1 and 1A, of which 1 lot out of these 15 will be subordinated by Seller for the purpose of a model home
- Seller shall keep 1 lot subordinated throughout the entire 111 lots for the purpose of a model home
- Wynn shall close on the purchase of an additional lot within 14 days of a closed sale of a Wynn spec home in Trotter's Ridge subdivision
- Wynn along with the aforementioned builder team shall close on all 45 lots in Phase 1 and 1A within 15 months of the initial lot closing and on all remaining lots in Trotter's Ridge within 48 months of the initial lot closing
- Purchaser and Seller acknowledge that all 111 lots are under contract by Wynn Construction, however, Wynn assigns the rights to Signature Home Builders Inc and Hugh Surles Builders to purchase lots for the purpose of building homes for sale in Trotter's Ridge Subdivision through their respective building companies
- Purchaser and Seller further acknowledge that as long as all terms and conditions of this contract are met that the above mentioned builders will remain as the sole purchasers of lots and exclusive builders in Trotter's Ridge Subdivision



1 PURCHASE PRICE The purchase price of each of the lots shall be \$ 22,000.⁰⁰

2 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 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

3 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

4 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

5 DEFAULT If Purchaser defaults on any obligation under this Agreement, Seller may treat this Agreement as null and void and sale lots to other buyers If Seller defaults on any obligation under this Agreement, then Buyer shall have such rights and remedies as may be afforded to it by law, including but not limited to, the right of specific performance Both Seller and Purchaser must give the other party written notice ten (10) days in advance of exercising any remedy for default, in which ten (10) day period the defaulting party shall be entitled to cure such default

6 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 This Agreement shall be binding upon and inure to the benefit of the Seller and the Buyer and their respective successors and assigns. This Agreement may be assigned by Buyer with the prior written consent of Seller which shall not be unreasonably withheld.

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 12/7/10

SELLER

Harnett Developers, LLC
 By [Signature]
 Its Member
 Date 12/7/10

Exhibit "A"

STREETS
 KENTUCKY DERBY LANE (50 R/W) 4854' LINEAR FEET
 HORSE WAGER LANE (50 R/W) 1927' LINEAR FEET
 JOCKEY RIDGE DRIVE (50 R/W) 828' LINEAR FEET
 BLACK DAMING COURT (50 R/W) 242' LINEAR FEET
 BRECKENRIDGE COURT (50 R/W) 223' LINEAR FEET
 SADDLE COURT (50 R/W) 204' LINEAR FEET
 VIVIAN COURT (50 R/W) 195' LINEAR FEET
 BRIDGE CREEK DRIVE (50 R/W) 586' LINEAR FEET
 RORY COURT (50 R/W) 178' LINEAR FEET
 ALL STREET SHALL BE PUBLICLY DEDICATED TO HOODY

DEED REFERENCE
 DEED BOOK 2524 PAGE 136
 MAP REFERENCE
 MAP NO 2005-843

STREET LIGHTS TO BE NO FURTHER THAN 300' AWAY
 (S) DENOTES STREET LIGHTS

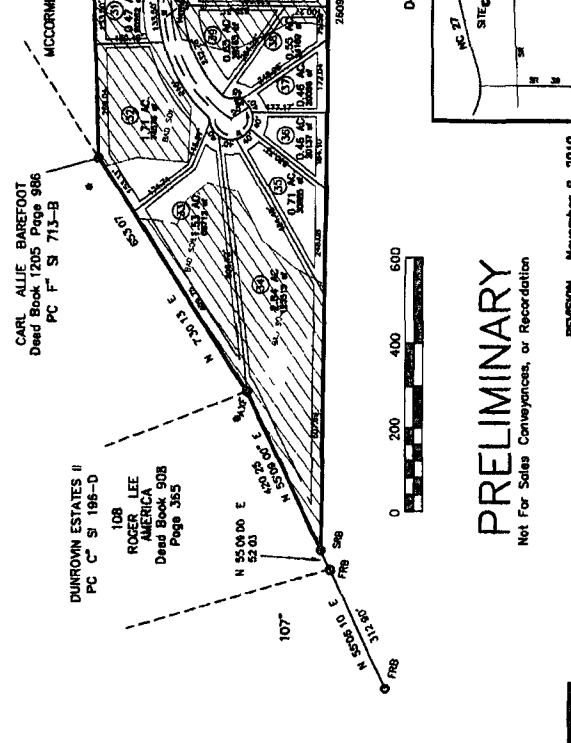
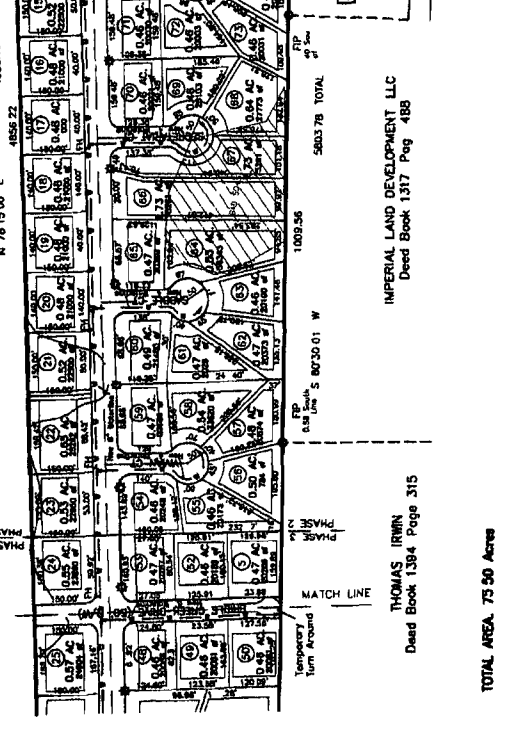
MCCORMICK FARMS LIMITED PARTNERSHIP
 Deed Book 1133 Page 465

MODULAR BUILDING SET BACKS
 FRONT YARD - 35'
 REAR YARD - 25'
 CORNER LOT SIDE YARD - 30'
 MAXIMUM HEIGHT - 35'
 MINIMUM LOT SIZE 20,000 SQ FT
 MINIMUM FRONT SET BACK (CULDESSACS 40')

FIRE HYDRANTS PLACEMENT IN SUBDIVISIONS
 IN RESIDENTIAL SUBDIVISIONS FIRE HYDRANTS SHALL BE LOCATED IN EACH PHASE TO BE AT LEAST 100' FROM THE INTERSECTION OF ANY STREET EXCEPT WHERE SHOWN OTHERWISE. IN COMMERCIAL SUBDIVISIONS THERE SHALL BE AT LEAST ONE (1) FIRE HYDRANT LOCATED WITHIN THE SUBDIVISION. THE DISTANCE BETWEEN FIRE HYDRANTS SHALL BE AS DETERMINED BY THE FIRE DEPARTMENT.
 Denotes Fire Hydrant

Planter Strip Shall Be Planted Night Land, and Dedicated According to Harnett County Ordinances.

FOX RUN SUBDIVISION Section II Phase I PC F S 817-A
 FOX RUN SUBDIVISION Section III Map # 98-312
 MCCORMICK FARMS LIMITED PARTNERSHIP Deed Book 1133 Page 465
 IMPERIAL LAND DEVELOPMENT LLC Deed Book 1317 Page 488
 THOMAS IRWIN Deed Book 1394 Page 315
 CARL ALLIE BAREFOOT Deed Book 1205 Page 986 PC F S 713-B
 DUNROVIN ESTATES II PC C S 198-D
 108 ROGER LEE AMERICA Deed Book 908 Page 355
 TROTTER'S RIDGE BARBECUE TOWNSHIP BARBECUE COUNTY HARNETT DATE SEPTEMBER 29 2010 TAX PARCEL ID 030507200 ZONE RS-20R WATERSHED DISTRICT NONE NCPIN 9597-33-2848000



NOTES
 This property does not appear to be located within 2000 feet of a C Monumentation. All measurements shown are horizontal ground measurements unless otherwise noted. Area calculated by compute.
 Set backs shall otherwise indicate. Adjoining references are from the County GIS Office and other sources as a may not have been verified by this office.
 Denotes Cent of Corner
 114 Lots Proposed
 LAND USE: Residential Single-Family R-1
 Street Length: 1.3 miles
 Planning Board on January 3, 2006

OWNER
 Lillington Real Estate LLC
 10 Bon Air Lane
 Lenoir, NC 27546

PRELIMINARY PLAT FOR MAJOR SUBDIVISION
 BENNETT SURVEYS INC
 1662 CLARK RD LILLINGTON NC 27546
 (910) 893-5252

PRELIMINARY PLAT FOR TROTTER'S RIDGE

TOWNSHIP	BARBECUE	COUNTY	HARNETT
STATE	NORTH CAROLINA	DATE	SEPTEMBER 29 2010
ZONE	RS-20R	WATERSHED DISTRICT	NONE
NCPIN	9597-33-2848000	TAX PARCEL ID	030507200

SCALE 1" = 200'
 CHECKED & CLOSURE BY: [Signature]
 DRAWN BY: JSW
 SURVEYED BY: JSW
 FIELD BOOK: DC-955
 DRAWING NO: 05528

PRELIMINARY

Not For Sales Conveyances, or Recordation

REVISION November 9 2010

95511