

Application Date 7-15-11

Application # 1150027132

Central Permitting 2108 E Front Street, Lillington NC 27546 Phone (910) 893-7525 ext:2 Fax (910) 893-2793 www.hamett.org/permits

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION CU# _____

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

LANDOWNER Harnett Developers Mailing Address 2317 Eron Rd
City Oxford State NC Zip 27575 Contact No 9194227066

APPLICANT Wynn Construction, Inc Mailing Address 2550 Capitol Dr
City Creedmoor State NC Zip 27522 Contact No 919603-7965 Email edward@wynnconstruction.com

CONTACT NAME APPLYING IN OFFICE J. Edward Averett Phone # 919603 7965

PROPERTY LOCATION Subdivision TROTTERS EDGE Sonoma Lot # 83 Lot Size .48
State Road # 1116 State Road Name 1065 Rd Map Book & Page 2011, 411
Parcel _____ PIN 9 9597-93-2648, 000
Zoning R200 Flood Zone X Watershed NA Deed Book & Page OTA Power Company _____

*New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy

PROPOSED USE

- SFD (Size 52'w x 59'D) # Bedrooms 4 # Baths 3.5 Basement (w/wo bath) N Garage Y ^{Screened} Deck Y Crawl Space _____ Slab _____ Monolithic 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
Does the property contain any easements whether underground or overhead () yes no

Structures (existing or proposed) Single family dwellings 1 Manufactured Homes _____ Other (specify) _____

Required Residential Property Line Setbacks	Minimum	Actual
Front	<u>25</u>	<u>36</u>
Side	<u>25</u>	<u>45.6</u>
Rear	<u>10</u>	<u>35</u>
Street/corner lot	_____	_____
Closest Building to same lot	_____	_____

Comments Would like to keep main septic field to right side or in front. Want to maintain buffer in back. We can move house from side to side if needed. Repair is fine in back.

27W To Doc's Rd LEFT ON DOCS RD
RIGHT INTO SUBDIVISION 2.4 MILES

J Edward Ansett

7-11-11

MAP NO 2011 411

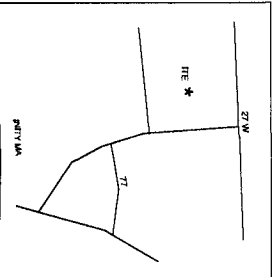
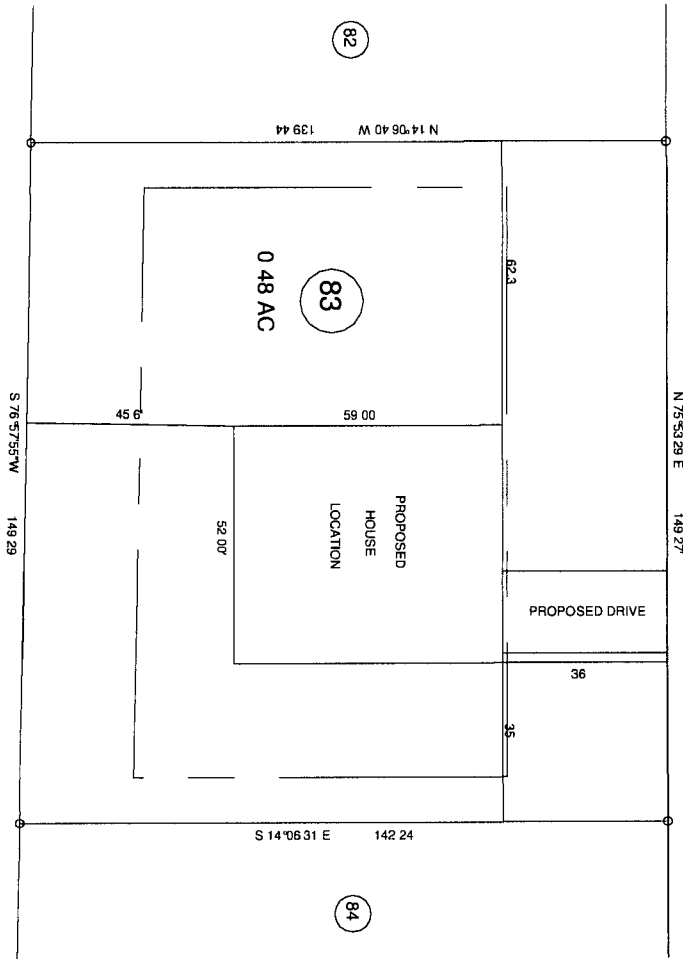
MAP REFERENCE MAP NO 2011-411

SITE PLAN APPROVAL
 DISTRICT RA 20B USE SEP
 #BEDROOMS 4
7-15-10
 Date _____

 Zoning Administrator

UNAN. L.D.N. ET BAC.
 FRONT 0
 EAST 47
 ID
 DE
 EAST

HORSE WHISPERER LN 50 RW



SURVEY FOR		PROPOSED PLOT PLAN LOT 83		BENNETT SURVEYS INC		C 1080	
TOWNSHIP BARBEQUE		COUNTY HARNETT		1662 CLARK RD WILKINGTON NC 27546		(910) 893-5252	
STATE NORTH CAROLINA		DATE JULY 06 2011		SCALE 1" = 40'		SURVEYED BY RVB	
ZONE RA 20B		W 18' 50' 0" S E		CHECKED & CLOSURE BY		DRAWING NO 11247	
						FIELD BOOK	

JOB NO 11247

NAME Wynn Construction, Inc

APPLICATION # _____

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. E. Auer
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

7-11-11
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

WOW

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 insure 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
 MONTGOMERY BERRY LANE (S 67° 17' 41" W) 4833 LINEAR FEET
 HORSE WADSWORTH LANE (S 67° 17' 41" W) 1787 LINEAR FEET
 BRIDGEMORE COURT (S 67° 17' 41" W) 204 LINEAR FEET
 BRIDGEMORE COURT (S 67° 17' 41" W) 204 LINEAR FEET
 WHINN COURT (S 67° 17' 41" W) 195 LINEAR FEET
 BRIDLE BRIDGE DRIVE (S 67° 17' 41" W) 565 LINEAR FEET
 RORY COURT (S 67° 17' 41" W) 178 LINEAR FEET
 ALL STREET SHALL BE PUBLICLY DEDICATED TO HIGHWAY

DEED REFERENCES
 DEED BOOK 1394-PAGE 315
 DEED BOOK 1394-PAGE 315
 MAP NO. 2503-043

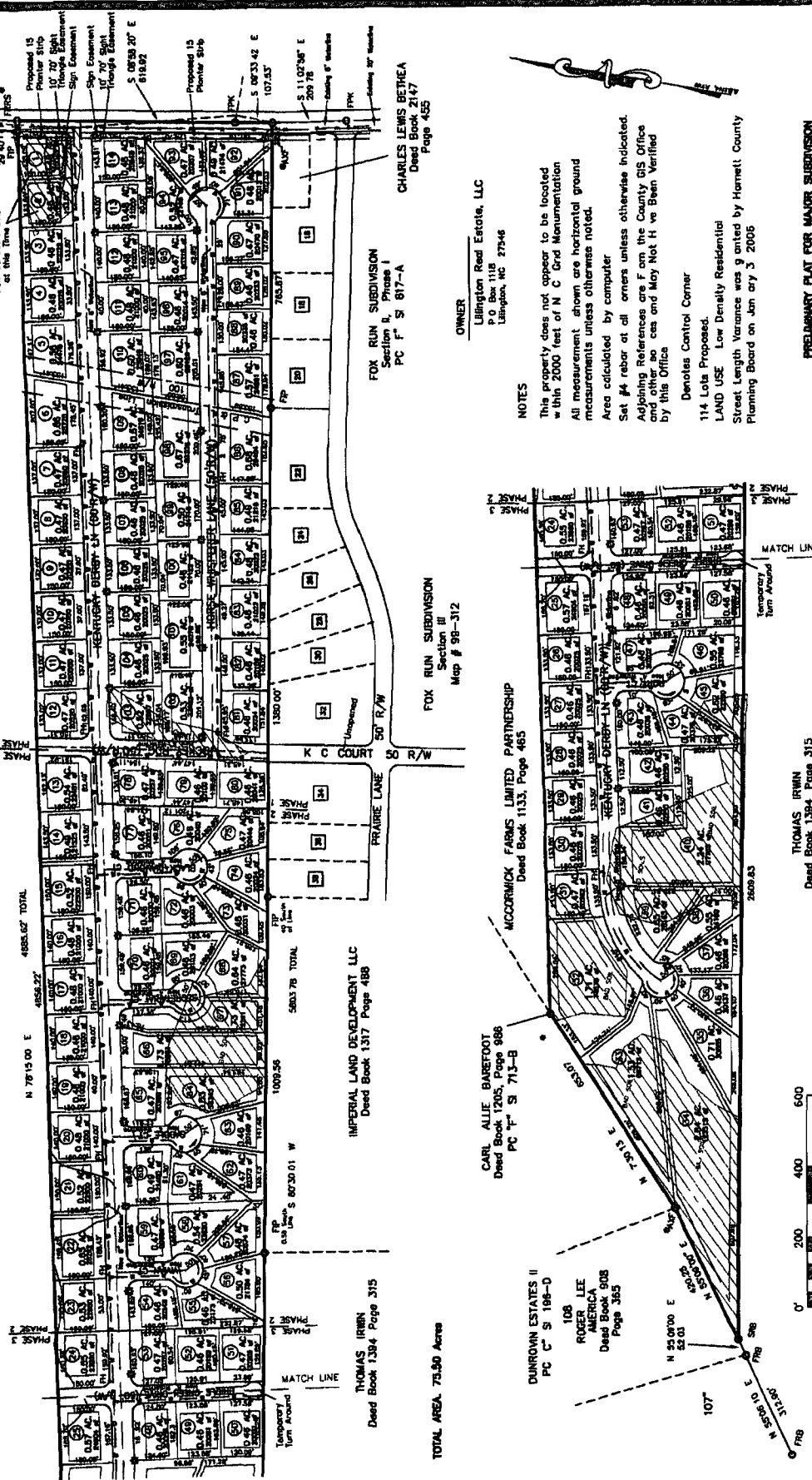
STREET LOTS TO BE AS SHOWN ON MAP 2507-PAGE 315

MCCORMICK FARMS LIMITED PARTNERSHIP
 Deed Book 1133, Page 465

HORIZONTAL BUILDING SET BACKS
 FRONT YARD 35'
 REAR YARD 10'
 SIDE YARD 10'
 CORNER LOT SIDE YARD 20'
 MINIMUM FRONT 60' (CULDESSACS 40')
 MINIMUM LOT SIZE 20,000 SQ. FT.
 MINIMUM FRONT 60' (CULDESSACS 40')

THE HYDRAULIC PLACEMENT IN SUBDIVISIONS
 SHALL BE SUCH THAT NO LOT IS FURTHER FROM THE NEAREST POINT OF THE HYDRAULIC PLACEMENT OF SUCH HYDRAULIC PLACEMENT THAN ANY OTHER LOT IN THE SUBDIVISION. THE HYDRAULIC PLACEMENT SHALL BE SUCH THAT THE DISTANCE FROM ANY POINT ON THE PERIPHERY OF ANY LOT TO THE NEAREST POINT OF THE HYDRAULIC PLACEMENT SHALL BE LESS THAN OR EQUAL TO THE DISTANCE FROM ANY OTHER POINT ON THE PERIPHERY OF ANY OTHER LOT TO THE NEAREST POINT OF THE HYDRAULIC PLACEMENT.

Plaster Strip Shall Be Planted, Maintained, and Replaced According to Hammett County Ordinances.



TOTAL AREA 75.50 Acres

CARL ALLE BAREFOOT
 Deed Book 1205, Page 986
 PC F S 713-B

DUNROBIN ESTATES II
 PC C S 188-D
 ROGER LEE BRICKER
 Deed Book 908
 Page 365

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

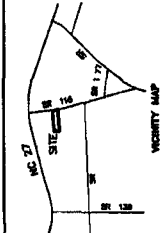
THOMAS IRWIN
 Deed Book 1394 Page 315

OWNER
 Lillington Real Estate, LLC
 P O Box 1118
 Lillington, NC 27546

FOX RUN SUBDIVISION
 Section II, Phase I
 PC F S 817-A
 Page 455

CHARLES LEWIS BETHREA
 Deed Book 2147
 Page 455

NOTES
 This property does not appear to be located within 2000 feet of N C Grid Monumentation. All measurements shown are horizontal ground measurements unless otherwise noted. Area calculated by computer. Set #4 rebar at all corners unless otherwise indicated. Adjoining References are from the County GIS Office and other sources and may not have been verified by this Office.
 Denotes Control Corner
 114 Lots Proposed.
 LAND USE Low Density Residential
 Street Length Variance was granted by Hammett County Planning Board on January 3, 2006



PRELIMINARY PLAT FOR:

TOWNSHIP	BARBECUE
COUNTY	HAMMETT
DATE	SEPTEMBER 29 2010
TAX PARCEL ID#	036507 200
ZONE	RA-20R
WATERSHED DISTRICT	9-597-63-7848 000
NOTE	

PRELIMINARY PLAT FOR MAJOR SUBDIVISION

BENNETT SURVEYS, INC	
1662 CLARK RD ULLINGTON NC 27546	
(910) 893-6252	
SURVEYED BY	JSW
DRAWN BY	JSW
FIELD BOOK	DC-965
DRAWING NO	05529

PRELIMINARY
 Not For Sales, Conveyances, or Recordation

REVISION: November 9 2010

95511