

Initial Application Date: 11-9-12

Application # 1250030062

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 Developers LLC Mailing Address: 2550 Capitol Dr Suite 105  
City: Creedmoor State: NC Zip: 27522 Contact No: 919 603-7965 Email: edward@wynnconstruct.com

APPLICANT: Wynn Construction, Inc. Mailing Address: SAME  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact No: SAME Email: SAME

\*Please fill out applicant information if different than landowner

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

PROPERTY LOCATION: Subdivision: TROTTERS RIDGE Lot #: 18 Lot Size: .48

State Road # \_\_\_\_\_ State Road Name: KENTUCKY Derby LN Map Book & Page: 20P 1551

Parcel: 0/0 03 0507 0200 PIN# 9597-93-2848.000

Zoning: R4220 Flood Zone: X Watershed: NA Deed Book & Page: DTP1 Power Company\*: Progress Energy

\*New structures with Progress Energy as service provider need to supply premise number \_\_\_\_\_ from Progress Energy.

**PROPOSED USE:**

SFD: (Size 82.33' x 66.0' w) # Bedrooms: 4 # Baths: 3.0 Basement (w/wo bath): \_\_\_\_\_ Garage: Y Deck Y Crawl Space: \_\_\_\_\_ Slab: \_\_\_\_\_ Slab:  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:  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

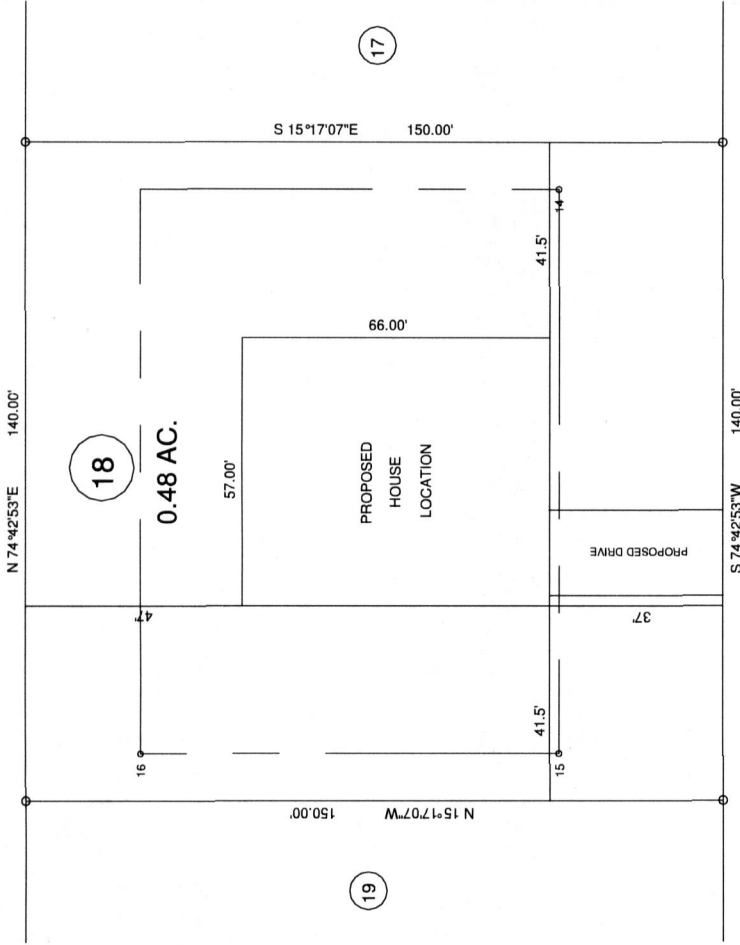
Does the property contain any easements whether underground or overhead  yes  no

Structures (existing or proposed): Single family dwellings: \_\_\_\_\_ Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:**

Front Minimum 35 Actual 37  
Rear 25 47  
Closest Side 10 41.5  
Sidestreet/corner lot \_\_\_\_\_  
Nearest Building on same lot \_\_\_\_\_

Comments: New Construction  
Gettysburg BL



"KENTUCKY DERBY LN." 60' R/W

**SITE PLAN APPROVAL**

DISTRICT RA20R USE STD

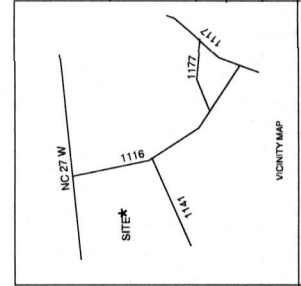
#BEDROOMS 4

Date 11-9-12 Zoning Administrator [Signature]

- MINIMUM BUILDING SET BACKS:
- FRONT YARD ..... 35'
- REAR YARD ..... 25'
- SIDE YARD ..... 10'
- CORNER LOT SIDE YARD - 20'
- MAXIMUM HEIGHT ..... 35'

MAP REFERENCE: MAP NO. 2012-551

MAP NO. 2012-551



SURVEY FOR:

PROPOSED PLOT PLAN - LOT - 18  
TROTTER'S RIDGE S/D, PHASE - 2-A

TOWNSHIP	BARBECUE	COUNTY	HARNETT
STATE: NORTH CAROLINA	DATE:	NOVEMBER 04, 2012	TAX PARCEL ID#
ZONE RA-20R	CHECKED & CLOSURE BY:		

**BENNETT SURVEYS**  
1662 CLARK RD., LILLINGTON, N.C. 27546  
(910) 883-5252

FIELD BOOK	12384
DRAWING NO.	12384

SURVEYED BY:	20	0	40
DRAWN BY:	RVB		
SCALE: 1"=	40'		

## LOT PURCHASE AGREEMENT

THIS LOT PURCHASE AGREEMENT ("Agreement") is made and entered into the 7<sup>th</sup> 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 \$

WOW  
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