

Initial Application Date: 1.2.13

442 Kentucky Derby Ln
Application # 13-50030339

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 Cabot 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: TROTTER'S RIDGE PHW 2A Lot #: 16 Lot Size: .48

State Road # _____ State Road Name: Kentucky Derby Ln. Map Book & Page: 2012.551

Parcel: 03.0507.0200.50 PIN: 9597.94.3129

Zoning: R4Z20 Flood Zone: X Watershed: na Deed Book & Page: 040 Power Company: Progress Energy

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

PROPOSED USE:
 SFD: (Size 52' x 59') # Bedrooms: 4 # Baths: 3.5 Basement (w/wo bath): _____ Garage: Y 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

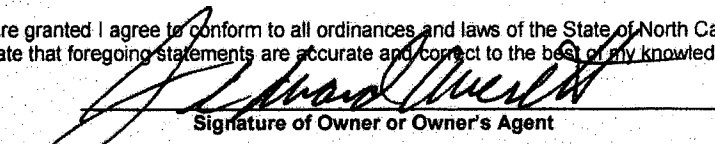
Structures (existing or proposed): Single family dwellings: _____ Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks: Comments: Proposed New Construction

| | | | | | |
|------------------------------|---------|-----------|--------|-----------|--------|
| Front | Minimum | <u>35</u> | Actual | <u>36</u> | SONOMA |
| Rear | | <u>25</u> | | <u>55</u> | |
| Closest Side | | <u>10</u> | | <u>44</u> | |
| Sidestreet/corner lot | | <u>20</u> | | - | |
| Nearest Building on same lot | | <u>10</u> | | - | |

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 27 W To Doc's Rd.
left on Doc's Rd SUBDIVISION ON THE RIGHT

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

12-19-12
Date

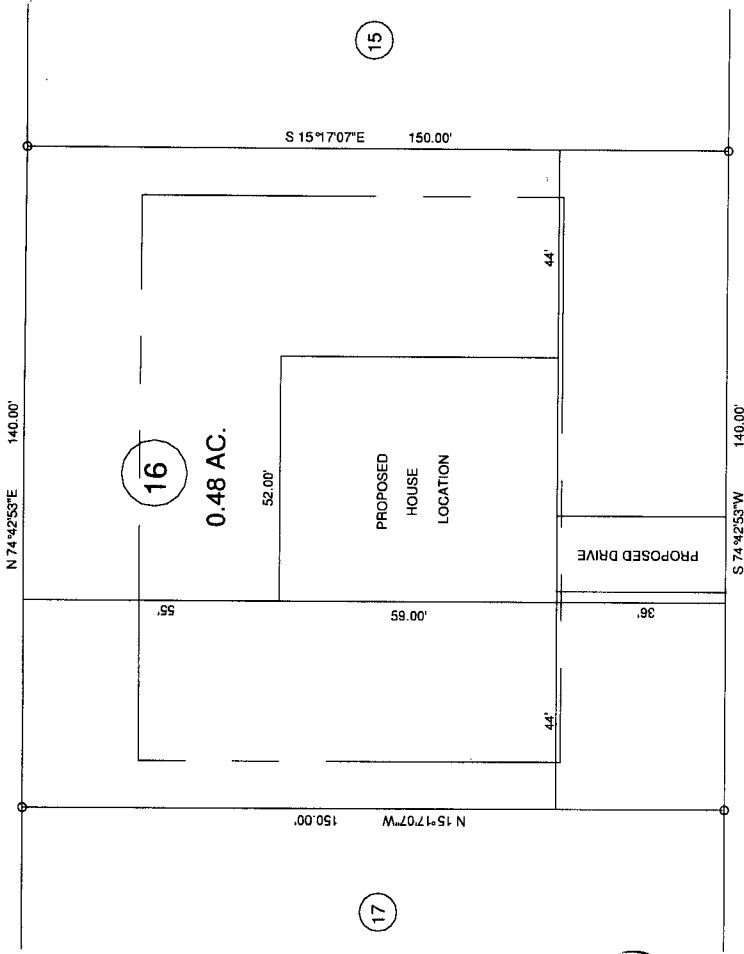
It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or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

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

MAP NO 2012-551

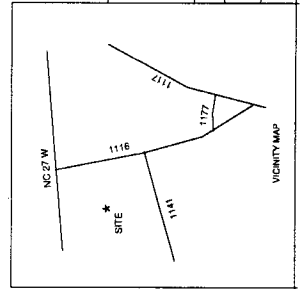
SITE PLAN APPROVAL
 DISTRICT RA20R USE SFD
 #BEDROOMS 4
1.2.13 J. YOUNG
 ZONING ADMINISTRATOR

MAP REFERENCE: MAP NO. 2012-551



"KENTUCKY DERBY LN." 60' R/W

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



| | | | | | |
|------------------------------------|-------------------------|--|---------|-----------------------|-----|
| SURVEY FOR: | | BENNETT SURVEYS | | JOB NO. 12422 | |
| PROPOSED PLOT PLAN - LOT - 16 | | 1662 CLARK RD., LILLINGTON, N.C. 27546 | | | |
| "TROTTER'S RIDGE S/D", PHASE - 2-A | | (910) 893-5252 | | | |
| TOWNSHIP | BARBOCUE | COUNTY | HARNETT | 20' | 40' |
| STATE: NORTH CAROLINA | DATE: DECEMBER 12, 2012 | SURVEYED BY: | | DRAWN BY: RVB | |
| ZONE: RA-20R | WATERSHED DISTRICT: | SCALE: 1" = 40' | | CHECKED & CLOSURE BY: | |
| | | FIELD BOOK | | DRAWING NO. | |
| | | | | 12422 | |

NAME: Wynn Construction, Inc

APPLICATION #: 13 50030339

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 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 Averett
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

12-19-12
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 ^{(19) (16)}

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:

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

* Each section below to be filled out by whomever performing work. Must be owner or licensed contractor. Address, company name & phone must match

Harnett County Central Permitting
PO Box 85 Lillington, NC 27546
910-693-7825 Fax 910-693-8769 www.harnett.org/permits

Application # _____

SONORA HIP 6h

Application for Residential Building and Trades Permit

Owner's Name: Harnett Developers, LLC Date: 12-21-12
Site Address: KENTUCKY Derby LN. Phone: 919 603-7965
Directions to job site from Lillington: HWY 27W To Doc's Rd
Left on Doc's Rd SUBDIVISION ON RIGHT

Subdivision: TROTTERS RIDGE Lot: 1 to sec 18
Description of Proposed Work: NEW CONSTRUCTION # of Bedrooms: 4
Heated SF: 3192 Unheated SF: 984 Finished Bonus Room? Y Crawl Space: Slab

General Contractor Information

Wynn Construction, INC. 919 603-7965
Building Contractor's Company Name Telephone
2550 CAPITOL Dr edward@wynnconstruction.com
Address Email Address
46295
License #

Electrical Contractor Information

Description of Work New Construction Service Size: 200 Amps T-Pole: Yes No
R. A. Jackson 919 750-1251
Electrical Contractor's Company Name Telephone
9261 Raleigh Road Rousey, NC 27884
Address Email Address
21144
License #

Mechanical/HVAC Contractor Information

Description of Work New Construction
Carolina Comfort A/C INC. 919 550-7716
Mechanical Contractor's Company Name Telephone
5212 US Hwy 70 Bus W. Clayton, NC Carolinacomfortair@yahoo.com
Address Email Address
29077
License #

Plumbing Contractor Information

Description of Work New Construction # Baths: 3
Thornton's Plumbing
Plumbing Contractor's Company Name Telephone
3160A Ouar Rd Clayton NC
Address Email Address
22152
License #

Insulation Contractor Information

TATUM INSULATION 919 667-0999
Insulation Contractor's Company Name & Address Telephone

*NOTE: General Contractor must fill out and sign the second page of this application.

Homeowners Applying to Build Their Own Home

Please answer the following questions then see a Permit Technician to determine if you qualify for permit under Owners Exemption. Questionnaire per G.S. 87-14 Regulations as to Issue of Building Permits (Memo available upon request)

1. Do you own the land on which this building will be constructed? ___ Yes ___ No
2. Have you hired or intend to hire an individual to superintend and manage construction of the project? ___ Yes ___ No
3. Do you intend to directly control & supervise construction activities? ___ Yes ___ No
4. Do you intend to schedule, contract, or directly pay for all phases of construction work to be done? ___ Yes ___ No
5. Do you intend to personally occupy the building for at least 12 consecutive months following completion of construction and do you understand that if you do not do so, it creates the presumption under law that you fraudulently secured the permit? ___ Yes ___ No

I hereby certify that I have the authority to make necessary application, that the application is correct and that the construction will conform to the regulations in the Building, Electrical, Plumbing and Mechanical codes, and the Harnett County Zoning Ordinance. I state the information on the above contractors is correct as known to me and that by signing below I have obtained all subcontractors permission to obtain these permits and if any changes occur including listed contractors, site plan, number of bedrooms, building and trade plans, Environmental Health permit changes or proposed use changes, I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes.

EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150.00. After 2 years re-issue fee is as per current fee schedule.

J. Edward Annett 12-21-12
 Signature of Owner/Contractor/Officer(s) of Corporation Date

Affidavit for Worker's Compensation N.C.G.S. 87-14

The undersigned applicant being the:

___ General Contractor ___ Owner Officer/Agent of the Contractor or Owner

Do hereby confirm under penalties of perjury that the person(s), firm(s) or corporation(s) performing the work set forth in the permit:

Has three (3) or more employees and has obtained workers' compensation insurance to cover them.

___ Has one (1) or more subcontractors(s) and has obtained workers' compensation insurance to cover them.

Has one (1) or more subcontractors(s) who has their own policy of workers' compensation insurance covering themselves.

___ Has no more than two (2) employees and no subcontractors.

While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person, firm or corporation carrying out the work.

Company or Name: Wyr Construction, Inc.
 Sign w/Title: J. Edward Annett Date: 12-21-12