

Application Date: 12-17-13

Application # 1350032637

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

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

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

Buyer: Wynn Construction, Inc Mailing Address: 2550 CAPITOL DR.
City: Croodmoor State: NC Zip: 27522 Contact No: 919 603-7965 Email: edward@wynnconstruction.com

APPLICANT: Wynn Construction, Inc. Mailing Address: 2550 Capitol Dr. Suite 105
City: Croodmoor State: NC Zip: 27522 Contact No: 919 603-7965 Email: edward@wynnconstruction.com

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

PROPERTY LOCATION: Subdivision: Trotters Ridge Lot # 58 Lot Size: .54
State Road # _____ State Road Name: 39 Seabiscuit CT. Map Book & Page: 2013, 303
Parcel: 0305070200-83- PIN: 9597-83-6625.000
Zoning: R20 Flood Zone: X Watershed: NA Deed Book & Page: 2807, 847 Power Company: Progress Energy
New structures with Progress Energy as service provider need to supply promise number: OTP from Progress Energy.

PROPOSED USE:

- SFD (Size 60'w 46' d) # Bedrooms 5 # Baths 3 Basement (w/wo bath) _____ Garage ATD Deck Craw Space _____ Slab _____ Monolithic Slab:
(Is the bonus room finished? yes no w a closet? yes no (if yes add in with # bedrooms)
- Mod. (Size _____) # 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 _____) # Bedrooms _____ Garage _____ (site built?) _____ Deck _____ (site built?) _____
- Duplex: (Size _____) No. Buildings _____ No. Bedrooms Per Unit _____
- Home Occupation: # Rooms _____ Use _____ Hours of Operation _____ #Employees _____
- Addition/Accessory/Other: (Size _____) 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) _____

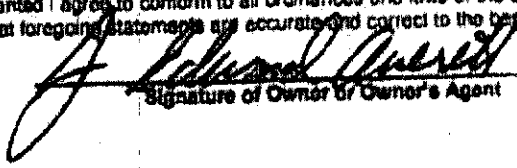
Required Residential Property Line Setbacks:

Front	Minimum	35	Actual	36'
Rear	Minimum	25	Actual	58'
Closest Side	Minimum	10	Actual	23.1'
Closest street/corner lot	Minimum		Actual	
Nearest Building on same lot	Minimum		Actual	

Comments: _____

27 w. to Doc's Rd. left on doc's Rd. Subdivision will be on the right.
SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:

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 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

12-9-13
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."

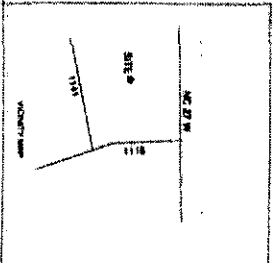
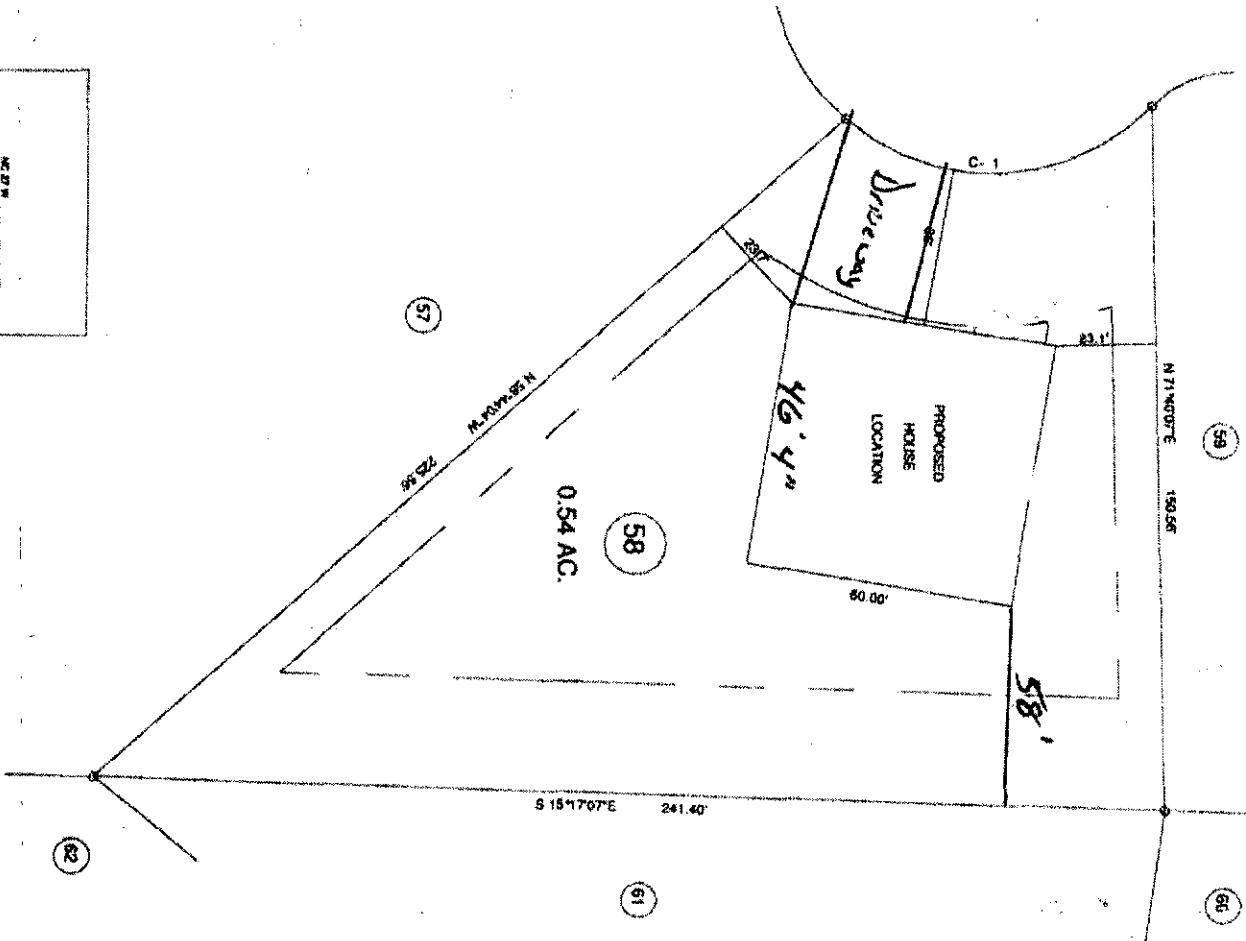
"This application expires 6 months from the initial date if permits have not been issued"

MAP NO. 2013-500

MAP REFERENCE: MAP NO. 2013-500

CURVE RADIUS LENGTH CHORD CH BEARING
 C-1 50.00' 78.58' 69.31' N 13°35'55" W

PROPOSED HORSE LOCATION
 PROPOSED DRIVEWAY
 PROPOSED DRIVEWAY
 PROPOSED DRIVEWAY



SUPERVISION		COMMISSIONER BARRECOLE		COUNTY HARQUETT		DATE DECEMBER 02, 2013		SCALE 1" = 40'		CHECKED & CLOSED BY	
PROPOSED PLOT PLAN - LOT - 58		TROTTERS RIDGE SQ. PHASE - 2-B		STATE NORTH CAROLINA		ZONING R-10		BENNETT SURVEYS		1880 CLARK RD. LILINGTON, NC 27648	
FIELD BOOK		DRAWING NO.		13417		SUPERVISED BY		DRAWN BY		RWB	

SITE PLAN APPROVAL
 DISTRICT RAZER USE SFD
 #BEDROOMS 5
 Date 12-17-13 Zoning Administrator [Signature]

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 ^{WV} ^{CB}

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:

Hamel Development, LLC
 By: *[Signature]*
 Its: Member
 Date: 12/7/10

Exhibit A

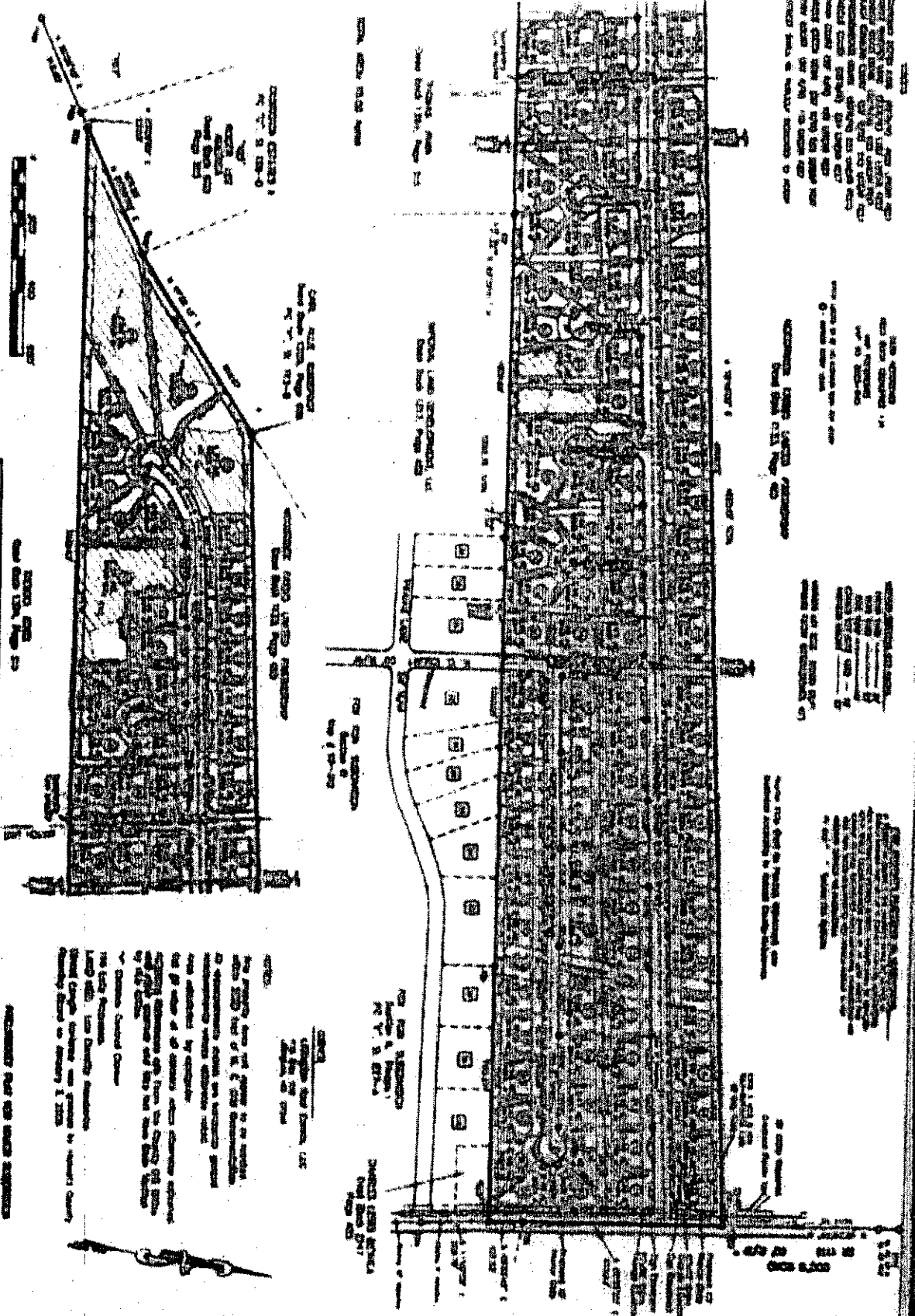
CHANGES MADE SINCE THE PREVIOUS PLAN ARE SHOWN BY DOTTED LINES AND NOTED BY THE FOLLOWING:

1. THE MAIN ENTRANCE TO THE BUILDING IS NOW LOCATED AT THE CORNER OF THE BUILDING AND THE DRIVE.

2. THE MAIN ENTRANCE TO THE BUILDING IS NOW LOCATED AT THE CORNER OF THE BUILDING AND THE DRIVE.

3. THE MAIN ENTRANCE TO THE BUILDING IS NOW LOCATED AT THE CORNER OF THE BUILDING AND THE DRIVE.

4. THE MAIN ENTRANCE TO THE BUILDING IS NOW LOCATED AT THE CORNER OF THE BUILDING AND THE DRIVE.



PRELIMINARY

TROTTER'S RIDGE

GENERAL CONTRACTOR AND ARCHITECT

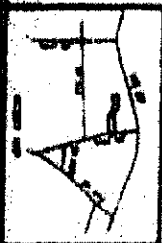


Table with 4 columns: Description, Quantity, Unit, and Total. The table lists various construction items and their estimated quantities.

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Designated Lien Agent

Investors Title Insurance Company

Online: www.liensnc.com
Address: 19 W. Hargett St., Suite 507 / Raleigh, NC 27601
Email: support@liensnc.com
Fax: (919) 489-5231
Technical Support Hotline (888) 690-7384

Entry Number: 51933

Filed by: wynnhomes

Payment Amount: \$25.00

Filing Date: 10/01/2013



Owner Information

wynn constructioninc
2550 capitol dr., suite 105
creedmoor NC 27522
United States
919-528-1347

Project Property

trotters ridge subdivision lot 58
39 seabiscuit ct. Map:
lillington Block:
NC 27546 Lot: lot 58
9597836625
Property Type: 1-2 Family Dwelling

Original Contractor

Date of First Furnishing

Pre-Permit Workers

none

Pre-Permit Worker Emails
