

Initial Application Date: 7/8/14

Application # 14-50034119

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: Wynn Construction, Inc. Mailing Address: 2550 Capitol Dr.

City: Creedmoor State: NC Zip: 27522 Contact No: 919 528-1347 Email: edward@wynnconstruct.com

APPLICANT: J. Edward Averrett 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: J. Edward Averrett Phone # 919 603-7965

PROPERTY LOCATION: Subdivision: Trotters Ridge Lot #: 32 Lot Size: .63

State Road # 890 State Road Name: Kentucky Derby Ln Map Book & Page: 2014 / 150

Parcel: 0305070200 95 PIN: 9597-73-0534

Zoning: R-100 Flood Zon: X watershed: NA Deed Book & Page: 3214 / 986 Power Company: Duke Energy

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

**PROPOSED USE:**

SFD: (Size 60' x 60') # Bedrooms: 4 # Baths: 3 Basement(w/wo bath): \_\_\_\_\_ Garage:  Deck: PTCO 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:**

Front Minimum 35' Actual 36'  
Rear 25' 72.9'  
Closest Side 10' 30.4'  
Sidestreet/corner lot 20'  
Nearest Building on same lot \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 27 W. Left on Docs Rd  
RIGHT INTO subdivision ON Kentucky Derby Ln.

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.

*J. Edward Annett*  
Signature of Owner or Owner's Agent

6-30-14  
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.\*\*\*

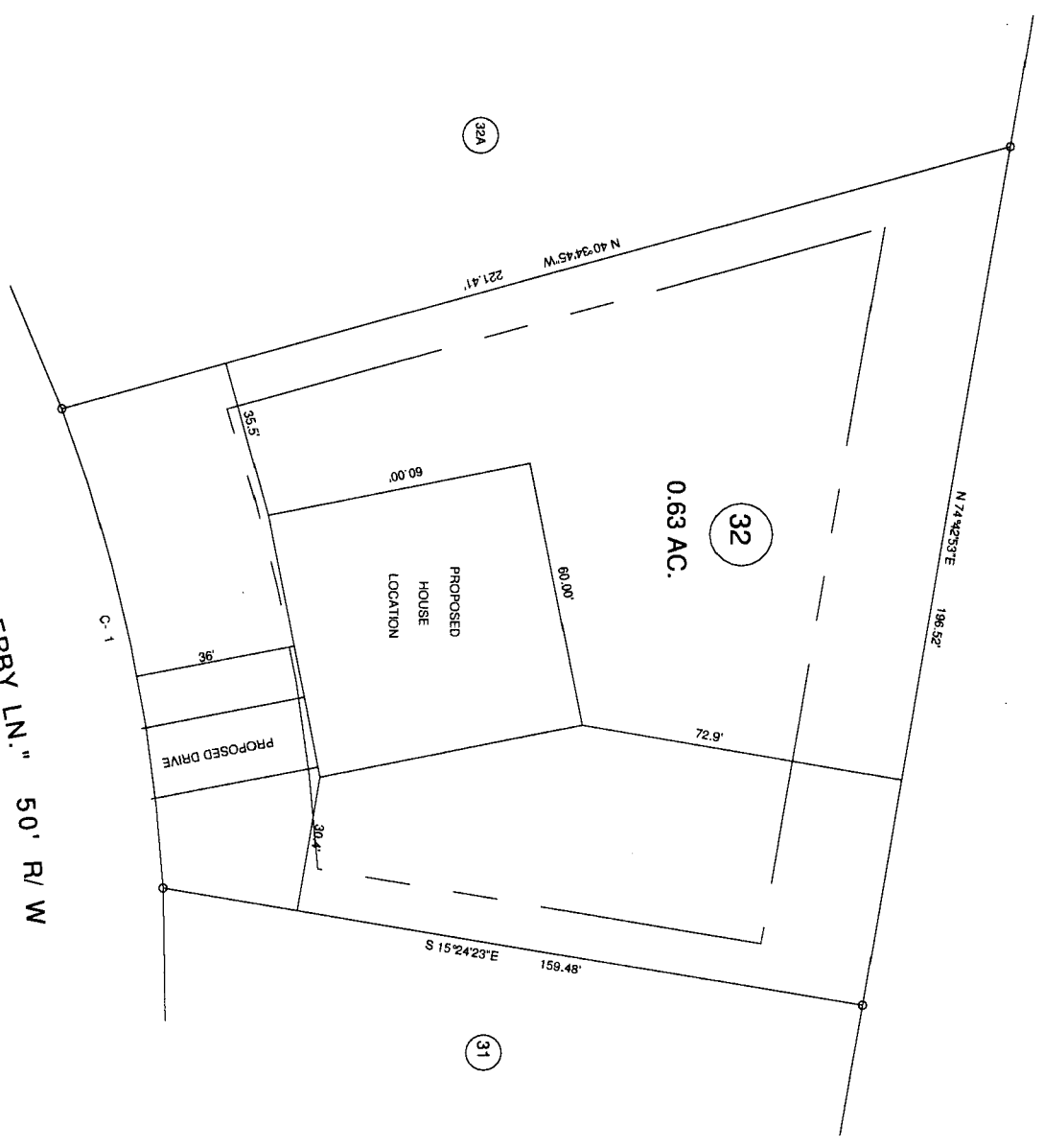
\*\*This application expires 6 months from the initial date if permits have not been issued\*\*

MAP NO. 2014-167

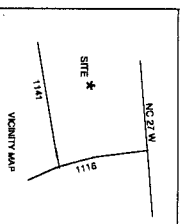
MAP REFERENCE: MAP NO. 2014-167

CURVE RADIUS LENGTH CHORD CHIEFBEARING  
 C-1 366.38' 110.48' 110.08' S 53°00'35"W

MANUAL DING SET BACKS  
 FRONT YARD 25'  
 REAR YARD 25'  
 SIDE YARD 10'  
 CORNER LOT SIDE YARD 20'  
 MAXIMUM HEIGHT 35'



"KENTUCKY DERBY LN." 50' R/W



SURVEY FOR		COUNTY		HARNETT		F-1304	
PROPOSED PLOT PLAN - LOT - 32		BARBECUE		DATE: JUNE 24, 2014		BENNETT SURVEYS	
TROTTERS RIDGE S/D, PHASE - 3		COUNTY		TAX PARCEL ID#		1682 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252	
TOWNSHIP	BARBECUE	STATE	NORTH CAROLINA	DATE	JUNE 24, 2014	SURVEYED BY:	RVB
ZONE	RA-20R	WATERSHED DISTRICT		TAX PARCEL ID#		DRAWN BY:	RVB
CHECKED & CLOSURE BY:				SCALE: 1" = 40'		FIELD BOOK	
						DRAWING NO. 14200	

NAME: Wynn Construction, Inc.  
J Edward Auerett

APPLICATION #: \_\_\_\_\_

**\*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 **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- 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 Auerett  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6-30-14  
DATE

## **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.

WJW

WJW

1. **PURCHASE PRICE:** The purchase price of each of the lots shall be \$ 32,000.

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"

**SUBDIVISION**

- KENTUCKY HERRY LANE (507'x100') 4832 LINEAR FEET
- HORSE WISSEPS LANE (507'x100') 4832 LINEAR FEET
- BLACK DAMONDO COURT (507'x100') 4832 LINEAR FEET
- BRIDLE OXEN DRIVE (507'x100') 4832 LINEAR FEET
- SADDLE COURT (507'x100') 4832 LINEAR FEET
- VIVIAN COURT (507'x100') 4832 LINEAR FEET
- BRIDLE OXEN DRIVE (507'x100') 4832 LINEAR FEET
- ROBY COURT (507'x100') 4832 LINEAR FEET

ALL STREET SHALL BE PUBLICLY DEDICATED TO HOOD

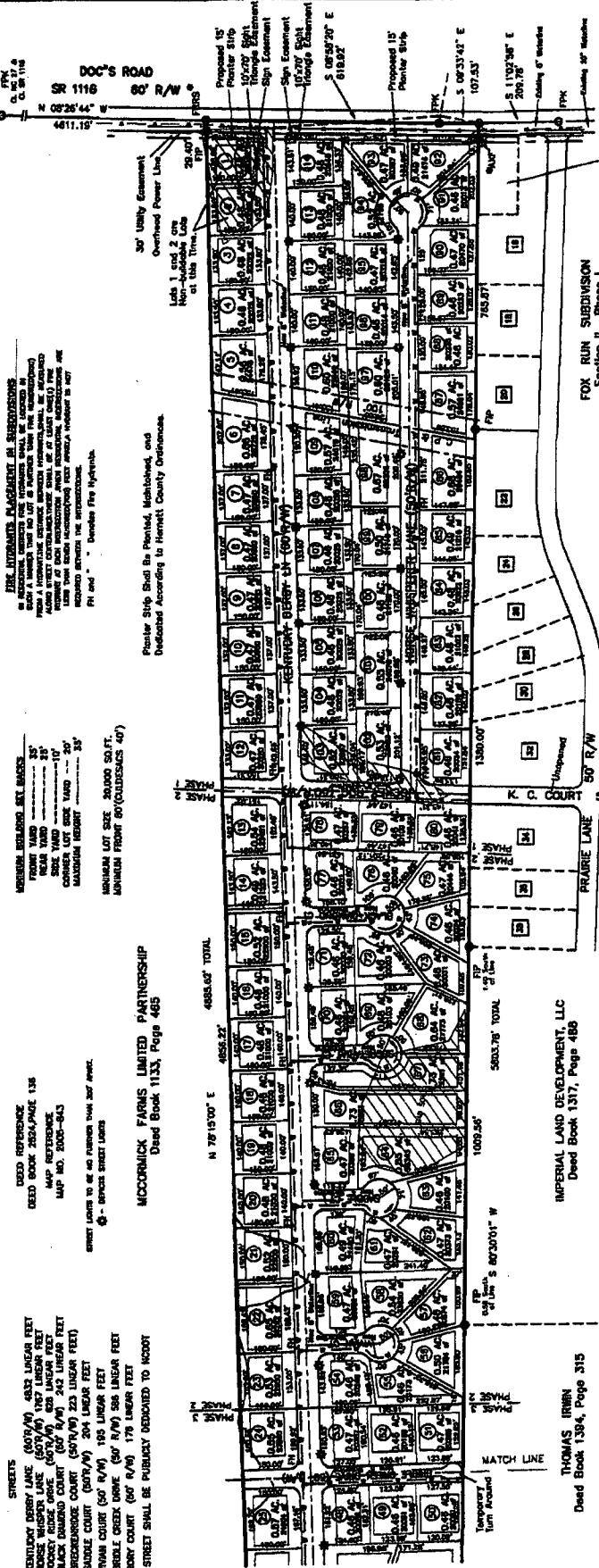
- DEED REFERENCE: DEED BOOK 2024, PAGE 138
- MAP REFERENCE: MAP NO. 2002-843
- STREET LIGHTS TO BE 40 PAVEMENT LIGHT 307' HIGHER
- ① - SERVICE STREET LIGHTS

**MCCORMICK FARMS LIMITED PARTNERSHIP**  
Deed Book 1133, Page 485

- MINIMUM LOT SIZE: 30,000 SQ. FT.
- MINIMUM FRONT SETBACKS: 40'
- MINIMUM FRONT SETBACKS: 40'

**THE INFORMATION PLACEMENT IN SUBDIVISIONS**  
is based on a survey of the land shown on this plan. The surveyor has not conducted a physical inspection of the land shown on this plan. The surveyor is not responsible for the accuracy of the information shown on this plan. The surveyor is not responsible for the accuracy of the information shown on this plan.

**FOX RUN SUBDIVISION**  
Section II, Phase I  
PC "F", S. 617-A



TOTAL AREA: 75.90 Acres

**CARL ALLIE BAREFOOT**  
Deed Book 1205, Page 986  
PC "F", S. 713-B

**MCCORMICK FARMS LIMITED PARTNERSHIP**  
Deed Book 1133, Page 485

**FOX RUN SUBDIVISION**  
Section III  
Map # 99-312

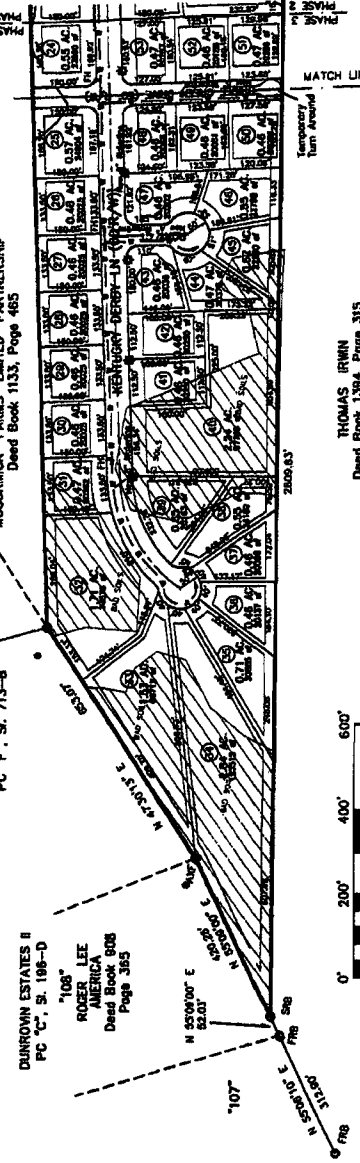
**FOX RUN SUBDIVISION**  
Section II, Phase I  
PC "F", S. 617-A

**CHARLES LEWIS BETHEA**  
Deed Book 2147  
Page 455

**OWNER**  
Lillington Reed Estate, LLC  
P.O. Box 1118  
Lillington, NC 27546

**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 Harnett County Planning Board on January 3, 2006.



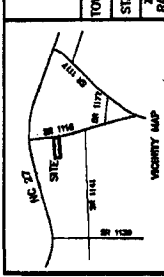
THOMAS IRWIN  
Deed Book 1384, Page 315

**TROTTER'S RIDGE**

**BENNETT SURVEYS, INC.**  
1662 CLARK RD., LILLINGTON, N.C. 27546  
(910) 893-3252

FIELD BOOK	DC-955
DRAWING NO.	05529
SURVEYED BY:	JSW
DRAWN BY:	JSW
CHECKED & CLOSURE BY:	

TOWNSHIP:	BARBECUE
COUNTY:	HARNETT
DATE:	SEPTEMBER 29, 2010
TAX PARCEL ID#:	030507-200
WATERSHED DISTRICT:	NONE
MAP#:	8587-05-2848-000



**PRELIMINARY**  
Not For Sale, Conveyance, or Recordation  
REVISION: November 9, 2010

9531



### Designated Lien Agent

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Investors Title Insurance Company

**Online:** [www.liensnc.com](http://www.liensnc.com)

**Address:** 19 W Hargett St, Suite 507 / Raleigh, NC 27601

**Email:** [support@liensnc.com](mailto:support@liensnc.com)

**Fax:** (919) 489-5231

**Technical**

**Support Hotline:** (888) 690-7384

Entry Number: 156761

Filed by: wynnhomes

Payment Amount: \$25.00

Filing Date: 06/30/2014



### Owner Information

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wynn construction inc

2550 capital dr.

creedmoor

NC

27522

United States

919-528-1347

[nancy@wynnconstruct.com](mailto:nancy@wynnconstruct.com)

### Project Property

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trotters ridge subdivision lot 32

890 kentucky derby lane

lillington

NC

27546

Property Type: 1-2 Family Dwelling

Date First Furnished: