Initial Application	Date:	7-	10-	14

Residential Land Use Application

Application #	14-500 34151	
	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

03/11

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. State: NC Zip: 27522 Contact No: 919 528-1347 Email: edward@wynnconstruct.com Creedmoor APPLICANT*: J. Edward Averrett Mailing Address: 2550 Capitol Dr.

State: NC Zip: 27522 Contact No: 919 603-7965 Email: edward@wynnconstruct.com Phone # 919 603-7965 CONTACT NAME APPLYING IN OFFICE: J. Edward Averett _____Lot#:______Lot Size: /, ' PROPERTY LOCATION: Subdivision: Trotters Ridge State Road Name: KenTucky Deshy LN Map Book & Page 2014 , 15 030507010200 04 Zoning: Pask Elood Zone: Watershed: NP Deed Book & Page: 3226, 166 Power Company*: Duke Freny 4 *New structures with Progress Energy as service provider need to supply premise number PROPOSED USE: SFD: (Size 60 x 60) # Bedrooms: 4 # Baths: 3 Basement(w/wo bath): Garage: Peck: Crawl Space: 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: X 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 (X) no Structures (existing or proposed): Single family dwellings: Manufactured Homes: Other (specify): Required Residential Property Line Setbacks: Comments: Front Rear Closest Side Sidestreet/corner lot Nearest Building on same lot

> Page 1 of 2 **APPLICATION CONTINUES ON BACK**

ECIFIC DIRECTIONS TO) THE PROPERTY FRO	OM LILLINGTON: HE NON KENTO	UY 27 W.	Left ON	Docs Ro	L,
RIGHT INTO	Subdivisio	N ON Kento	icky Derb	y LN.		
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ermits are granted I agre	e to conform to all ordin	nances and laws of the St to and correct to the best	ate of North Carolina reg	gulating such work and	the specifications of plan	s submitte
ereby state that loregoing	- Laure	Merly	er my knowledge. Pem	6-30'-/	in laise information is pro	Mided.
	Signature of Own	ner or Owner's Agent		Date		

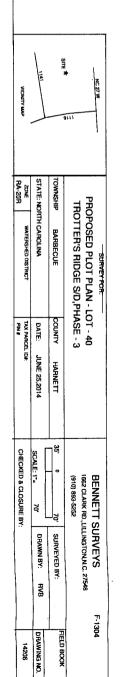
It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or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

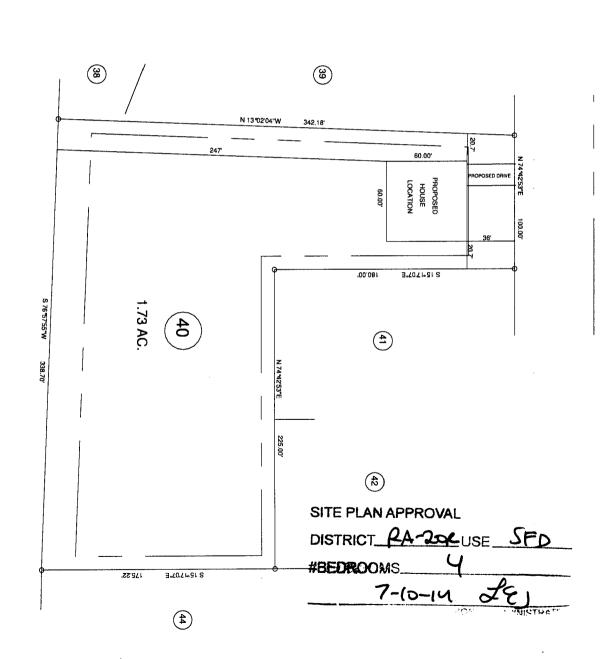
This application expires 6 months from the initial date if permits have not been issued

MAP REFERENCE: MAP NO. 2014-167

FRONT YARD ----- 35'
REAR YARD ------ 25'
SIDE YARD -------10'
CORNER LOT SIDE YARD -- 20'
MAYND AN HERSHT ------ 35'







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).

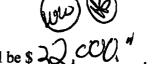
RECITALS

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 \$

- 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 restaking 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:

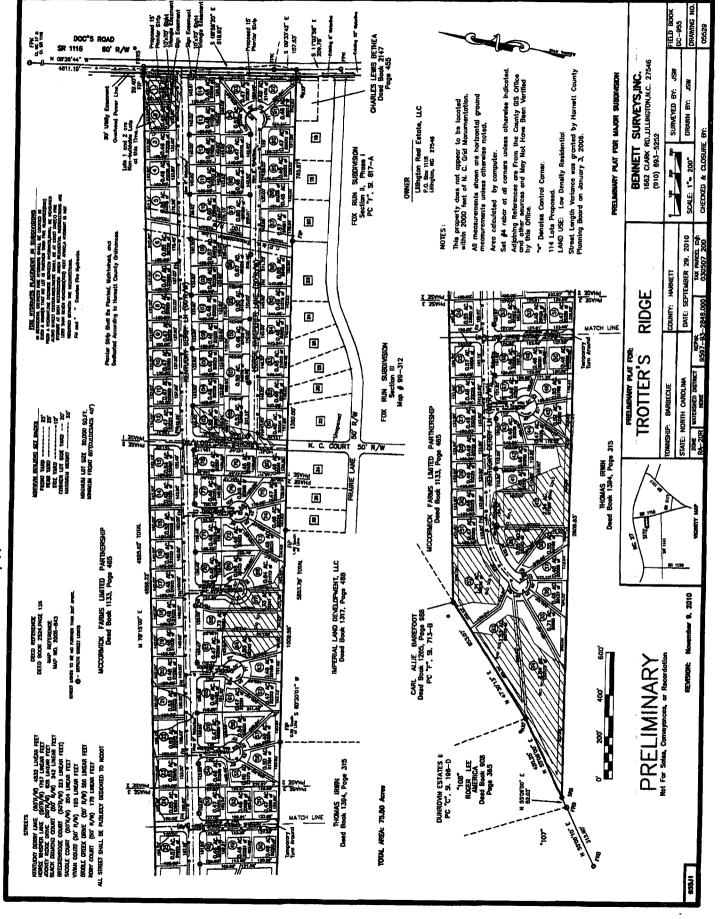
a. Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

- 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:	SELLER:
Wynn Construction, Inc.	Harnert/Devispers, LLC
By: Weller H. Way	By: My
Its: fres, clout	Its: Nember
Date: 12/10	Date: 10/7/10

Exist "A"



Wynn Construction, Inc. JEdward Averett

APPLICATION #:	
ADDITCATION #.	
AFFLICATION #:	

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 SystemCode 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.

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one. {__}} Accepted {__}} Innovative

{ X} 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 Does the site contain any Jurisdictional Wetlands?

{__}}YES Do you plan to have an irrigation system now or in the future? { }YES Does or will the building contain any drains? Please explain. Are there any existing wells, springs, waterlines or Wastewater Systems on this property? {__}}YES Is any wastewater going to be generated on the site other than domestic sewage?

{__}}YES Is the site subject to approval by any other Public Agency?

}YES Are there any Easements or Right of Ways on this property?

{ } 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.

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6-30-14 DATE

LiensNC

Appointment of Lien Agent

Entry Number: 156698

Filed by: wynnhomes

Payment Amount: \$25.00

Filing Date: 06/30/2014

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



Owner Information

wynn construction inc

2550 capitol dr.

creedmoor

NC

27522

United States

919-528-1347

nancy@wynnconstruct.com

Project Property

trotters ridge subdivision lot 40

845 kentucky derby lane

lillington

NC

27546

Property Type:

1-2 Family Dwelling

Date First Furnished:

HARNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES

Water User's Agreement

Form Must be Completed in Full Before Service is Made Available. I.D. is Required. ***DEPOSITS BELOW APPLY TO APPROVED CREDIT ONLY***

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Date Service Requested		Deposit, Rental, Sewer \$50	· · · · · · · · · · · · · · · · · · ·
ne District's Rules and Regulations,	to provide water and /or sev	Public Utilities through normal procedu wer service connections at the followin	res and in accordance with g location:
ervice Address: 845	KENTUCKY A	Verby LN.	
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APPLICAN	JT	CO-APPLI	CANT
NAME (FIRST, LAST)		NAME (FIRST, LAST)	
Wynn Constructs	ON, INC.	or, NC 27522	
MAILING ADDRESS:			
2550 CapaToL	Dr Creedmon	or, NC 27522	
SOCIAL SECURITY # OR TIN	CONTACT PHONE #	SOCIAL SECURITY # OR TIN	CONTACT PHONE #
DRIVER'S LICENSE # AND STATE	DATE OF BIRTH	DRIVER'S LICENSE # AND STATE	DATE OF BIRTH
EMPLOYER NAME		EMPLOYER NAME	
EMPLOYER ADDRESS	PHONE #	EMPLOYER ADDRESS	PHONE #
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Application # 145003415/

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PO Box 66 Lisington, NC 27546
910-899-7545 Fax 310-889-2753 www.namet.org/permits

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Owners trame: Wash Constitute Faculty Line:	One 2
SHE MONTHS: 845 Kentucky Derby LN	Phone 919-603-796
Directions to job site from Littington: 27 W to Docs Rd	Left on Does Rd
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NOTE: General Contractor must fill out and sign the second page of this application.

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	Applying to Build Their	
	Homeowners Applying to Build Their Ouestonners per G.S. 87-14 Regulations as to issue of Building Permit. Do you own the land on which this building will be	Home -
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	Do you own the land on which this building will be constructed?	Milmo avallante i unos
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