

Initial Application Date: 7-11-14

Application # 14-50034157

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 Averett Phone # 919 603-7965

PROPERTY LOCATION: Subdivision: Trotters Ridge Lot #: 39 Lot Size: 1.05
State Road # 587 State Road Name: Kentucky Derby LN Map Book & Page 2014, 150
Parcel: 03 0507 01 0200 03 PIN: 9597-73-2326 00
Zoning: R-100 Flood Zone: X Watershed: NA Deed Book & Page: 3226, 166 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: 5 # Baths: 3 Basement(w/wo bath): _____ Garage: 2to Deck: _____ 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 (X) 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:

Front Minimum 35' Actual 36'
Rear 25'
Closest Side 10' 66.7'
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

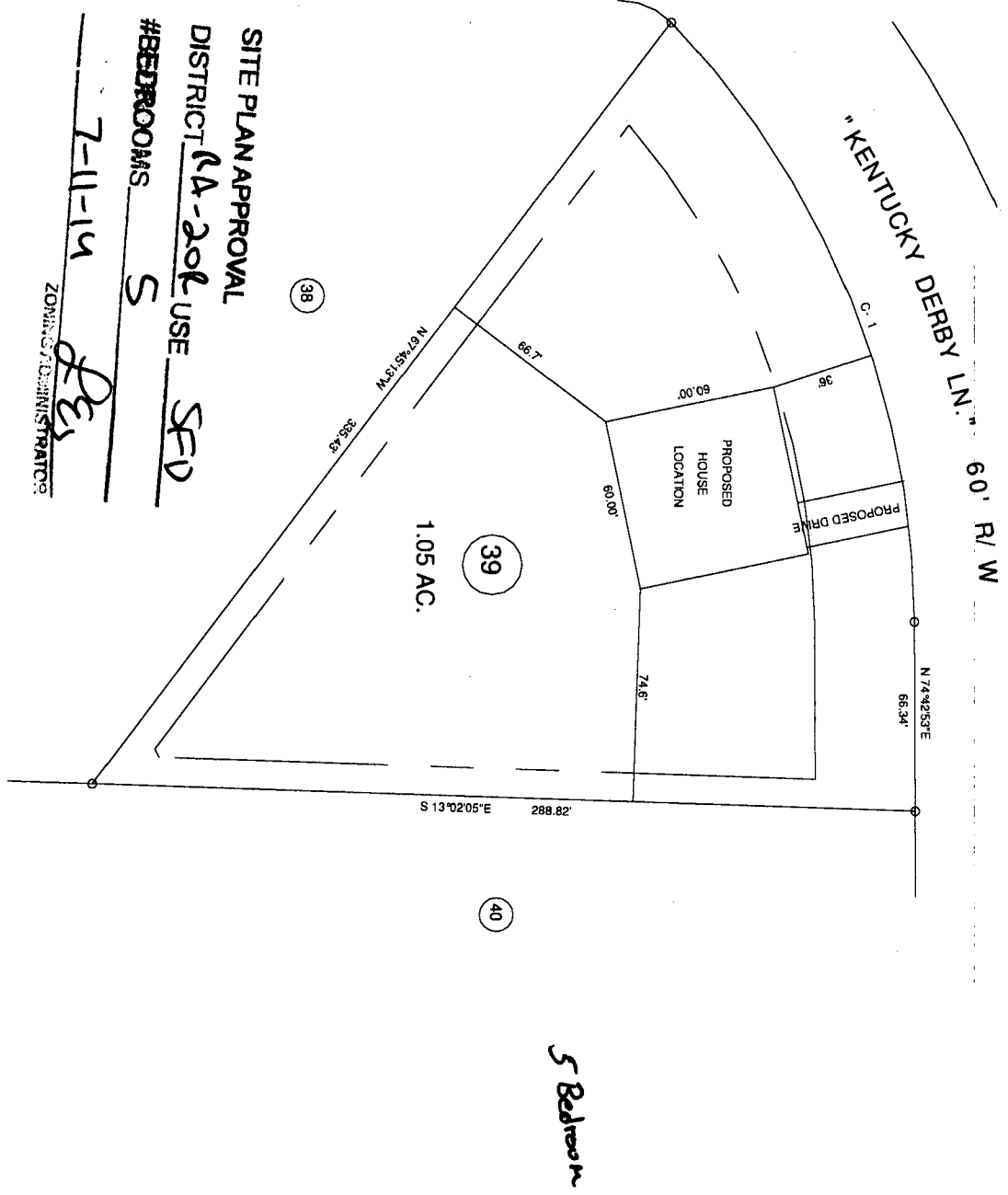
It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or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

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

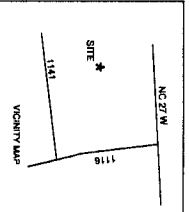
MAP REFERENCE: MAP NO. 2014-167

| | | | |
|--------------|---------|---------|--------------|
| CURVE RADIUS | LENGTH | CHORD | CH. BEARING |
| C-1 | 306.36' | 232.76' | 227.20' |
| | | | N 52°56'53"E |

MINIMUM BUILDING SET BACKS
 FRONT YARD 35'
 REAR YARD 25'
 SIDE YARD 15'
 CORNER LOT SIDE YARD 20'
 MAXIMUM HEIGHT 35'



SITE PLAN APPROVAL
 DISTRICT RA-20R USE SFD
 #BEDROOMS 5
7-11-14
 ZONING ADMINISTRATOR



| | | | | | | | |
|-----------------------|--|--------------------|--|---------------|--|----------------|--|
| TOWNSHIP | | BARREQUE | | COUNTY | | HARNETT | |
| STATE: NORTH CAROLINA | | DATE: | | JUNE 25, 2014 | | TAX PARCEL ID# | |
| RA-20R | | WATERSHED DISTRICT | | PAR # | | | |

| | | | | | |
|---|---|---|--------------|-------------|--|
| SURVEYOR: PROPOSED PLOT PLAN - LOT - 39 TROTTERS RIDGE S/D, PHASE - 3 | | BARNETT SURVEYS 1682 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252 | | F-1304 | |
| 30' | 0 | 60' | SURVEYED BY: | FIELD BOOK | |
| SCALE: 1" = 60' | | DRAWN BY: RVB | | DRAWING NO. | |
| CHECKED & CLOSURE BY: | | | | 14207 | |

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.

WJW
K

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

Exhibit "A"

STREETS
 HENRIETY BERRY LAKE (607'x74') 4833 LINEAR FEET
 JACKSON RIDGE LAKE (607'x74') 1917 LINEAR FEET
 BLACK BOUNDING COURT (60' R/W) 242 LINEAR FEET
 BREKENDRIDGE COURT (607'x74') 223 LINEAR FEET
 SADDLE COURT (607'x74') 204 LINEAR FEET
 VIMIAN COURT (60' R/W) 185 LINEAR FEET
 BRULE CREEK DRIVE (60' R/W) 286 LINEAR FEET
 RORY COURT (60' R/W) 178 LINEAR FEET
 ALL STREET SHALL BE PUBLICLY DEDICATED TO HOODT

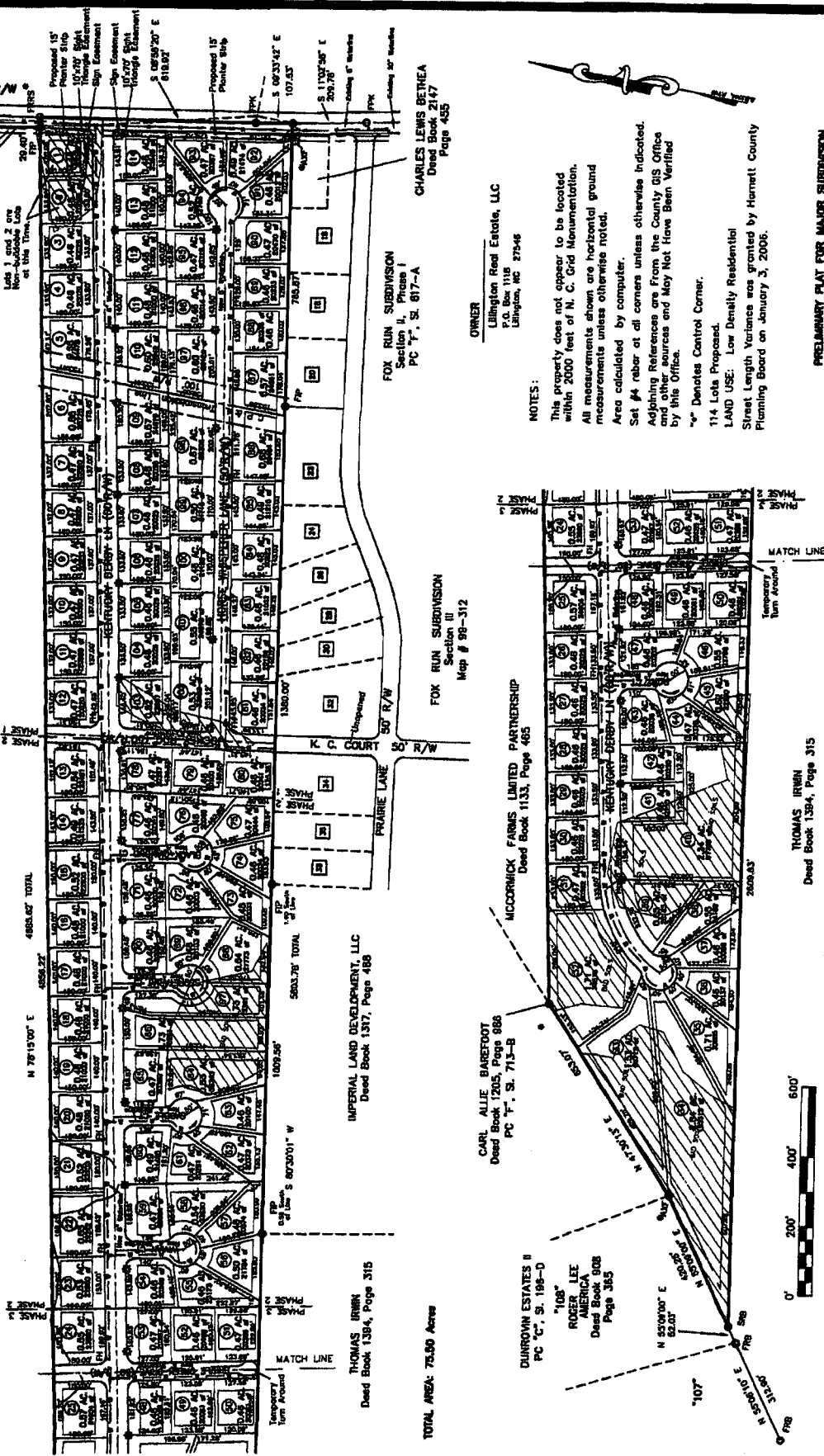
DEED REFERENCE
 DEED BOOK 2564, PAGE 135
 MAP REFERENCE
 MAP NO. 2005-643
 CERTIFY LOTS TO BE 400 SQUARE FEET PER AC.
 * DENOTES STREET WIDTH

MCCORMICK FARMS LIMITED PARTNERSHIP
 Deed Book 1133, Page 465

MEDIUM DENSITY RES. LOTS
 FRONT YARD 35'
 REAR YARD 35'
 SIDE YARD 10'
 CORNER LOT SIDE YARD 10'
 MAXIMUM HEIGHT 35'
 MAXIMUM LOT SIZE 3000 SQ. FT.
 MINIMUM FRONT SETBACKS 40'

THE INTERIOR PLACEMENT OF SUBDIVISIONS
 IN THIS MAP IS SUBJECT TO THE RIGHT OF THE STATE OF NORTH CAROLINA TO TAKE A PORTION OF ANY LOT OR TRACT OF LAND FOR PUBLIC USE, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF HIGHWAYS, AIRPORTS, CANALS, AND OTHER PUBLIC WORKS, AND TO TAKE ANY PORTION OF ANY LOT OR TRACT OF LAND FOR PUBLIC USE, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF HIGHWAYS, AIRPORTS, CANALS, AND OTHER PUBLIC WORKS, AND TO TAKE ANY PORTION OF ANY LOT OR TRACT OF LAND FOR PUBLIC USE, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF HIGHWAYS, AIRPORTS, CANALS, AND OTHER PUBLIC WORKS.

Platner Strip Shall Be Plotted, Maintained, and Developed According to Harnett County Ordinance.



TOTAL AREA: 75.80 Acres

CARL ALLE BAREFOOT
 Deed Book 1205, Page 688
 PC T., Sl. 713-B

DUNHAM ESTATES II
 PC C., Sl. 198-D
 108
 ROGER LEE AMERICA
 Deed Book 908
 Page 365

MCCORMICK FARMS LIMITED PARTNERSHIP
 Deed Book 1133, Page 465

IMPERIAL LAND DEVELOPMENT, LLC
 Deed Book 1317, Page 488

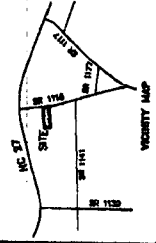
THOMAS IRWIN
 Deed Book 1394, Page 315

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

FOX RUN SUBDIVISION
 Section II, Phase I
 PC T., Sl. 817-A

CHARLES LEWIS BETHEA
 Deed Book 2147
 Page 465

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 5, 2006.



PRELIMINARY PLAT FOR:
TROTTER'S RIDGE
 TOWNSHIP: BARBECUE
 COUNTY: HARNETT
 STATE: NORTH CAROLINA
 DATE: SEPTEMBER 29, 2010
 TOWN: RA-20R
 WATERSHED DISTRICT: NONE
 NCPN: 8597-83-2848.000
 TAX PARCEL ID#: 030507 200

PRELIMINARY PLAT FOR MAJOR SUBDIVISION
BENNETT SURVEYS, INC.
 1662 CLARK RD., LILLINGTON, N.C. 27546
 (910) 893-5252
 SURVEYED BY: JSW
 DRAWN BY: JSW
 FIELD BOOK DC-955
 DRAWING NO. 05529

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

95541

Wynn Construction, LLC.
NAME: J Edward Averett

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 Averett
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6-30-14
DATE

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: 156665

Filed by: wynnhomes

Payment Amount: \$25.00

Filing Date: 06/30/2014



Owner Information

wynn construction inc

250 capitol dr.

creedmoor

NC

27522

United States

919-528-1347

nancy@wynnconstruct.com

Project Property

trotters ridge subdivision lot 39

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*****

| | | | | |
|------------------------------|---------------------|-----------|-----------------------------|--------------------|
| Today's Date _____ | Contract Date _____ | Fees Due: | Deposit, Owner, Water \$25 | Set Up Fee, |
| | | | Deposit, Owner, Sewer \$25 | all accounts: \$15 |
| | | | Deposit, Rental, Water \$50 | |
| Date Service Requested _____ | | | Deposit, Rental, Sewer \$50 | Meter Fee: \$70 |

This agreement is to request the Harnett County Department of Public Utilities through normal procedures and in accordance with the District's Rules and Regulations, to provide water and /or sewer service connections at the following location:

Service Address: Kentucky Derby Ln.

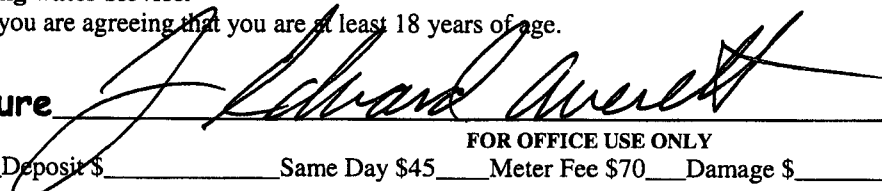
Owner _____ Renter _____ (PROPERTY OWNER & PHONE NO.) _____

| APPLICANT | | CO-APPLICANT | |
|--|-----------------|--------------------------------------|-----------------|
| NAME (FIRST, LAST) <u>Wynn Construction, Inc.</u> | | NAME (FIRST, LAST) | |
| MAILING ADDRESS: <u>2550 COPETOLA Creedmoor, NC 27522</u> | | | |
| 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 # |
| PREVIOUS ADDRESS | | PREVIOUS ADDRESS | |
| NAME OF NEAREST RELATIVE AND PHONE # | | NAME OF NEAREST RELATIVE AND PHONE # | |

I, the undersigned, do agree to abide by the rules and regulations of the Harnett county Department of Public Utilities. Should I fail to make all payments on time when due as stated on the WATER/SEWER bill, the department has the right to disconnect my service without further notice. In order for service to be restored, I will be required to pay ALL DUE amounts plus a \$30 reconnect fee. Any fees resulting from court action to collect on an account will be the responsibility of the customer. FINAL BILLS with a credit balance of less than \$1.00 will not be refunded. **Property owners will be responsible for a monthly bill regardless of whether water and/or sewer is being used, until the property is sold or rented. HARNETT COUNTY IS NOT RESPONSIBLE FOR WATER DAMAGE OR LOSS. Please ensure residence or facility is prepared for water connection. Make sure all valves & faucets are turned off before requesting water service.**

By signing this application, you are agreeing that you are at least 18 years of age.

Customer Signature _____



FOR OFFICE USE ONLY

FEES: Set-Up Fee \$15 Deposit \$ _____ Same Day \$45 Meter Fee \$70 Damage \$ _____ Other \$ _____

AMOUNT PAID: Cash \$ _____ Check \$ _____ Credit Card \$ _____

Account # Transferred From: _____ Date To Turn Off _____

ACCOUNT #: CID: _____ LID: _____ WATER _____ SEWER _____ CREDIT: APPROVED / DENIED

Turn On: _____ Unlock Only: _____ Read Only: _____ Install: _____ Customer Serv Rep: _____