

Initial Application Date: 8-17

Application # 1750042167

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

Owner: Anderson Creek Club

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. Ste 105

City: Creedmoor State: NC Zip: 27522 Contact No: 919 603-7965 Email: edward@wynnconstruct.com

APPLICANT: Edward Averett Mailing Address: 2550 Capitol Dr. Ste 105

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: N/A Phone # _____

PROPERTY LOCATION: Subdivision: Anderson Creek Club Crossing Lot #: 125 Lot Size: .17

State Road # _____ State Road Name: 60 Wildlife Bridge Ct. Map Book & Page: 2017, 245

Parcel: 01053526 010017 PIN: 0505-92-5441

Zoning: RA20R Flood Zone: X Watershed: NA Deed Book & Page: OTA Power Company*: South River

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

PROPOSED USE:

SFD: (Size 39' x 60.5', # Bedrooms: 4, # Baths: 2.5, Basement (w/wo bath): _____ Garage: 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 () no

Does the property contain any easements whether underground or overhead () yes () no

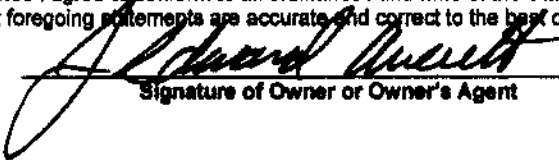
Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: _____ Other (specify): _____

| Required Residential Property Line Setbacks; | | |
|--|---------|--------|
| | Minimum | Actual |
| Front | 35 | 36 |
| Rear | 25 | 28.5' |
| Closest Side | 10 | 10.5' |
| Sidestreet/corner lot | 20 | |
| Nearest Building on same lot | | |

Comments: _____

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 W. to Nursery Rd. left on Nursery then left on Ray rd then left onto Falls Creek drive into The Crossings

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.

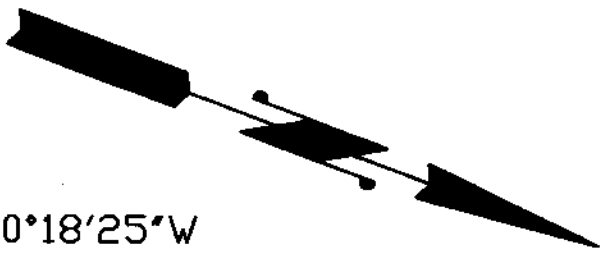


Signature of Owner or Owner's Agent

8-17
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



N20°18'25"W
60.00

124

S69°41'35"W

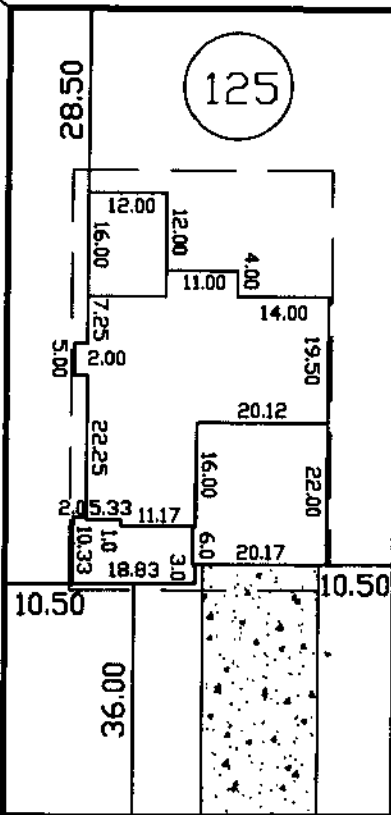
28.50

125

N69°41'35"E

126

125.00



125.00

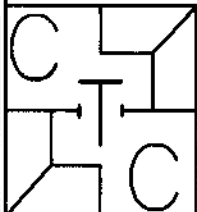
N20°18'25"W
60.00



WILDLIFE BRIDGE CT.
(50' R/W)

Charlie T. Carpenter 8/15/17

THIS MAP WAS PREPARED FROM RECORDED DATA, AS NOTED, AND FROM OTHER SOURCES PROVIDED BY THE OWNER. THIS IS A PRELIMINARY SITE PLAN, INTENDED FOR PLANNING USE ONLY AND IN NO WAY REPRESENTS A SURVEY MADE BY THIS COMPANY. THIS MAP IS NOT INTENDED FOR RECORDATION, CONVEYANCES, OR SALES.



Charlie T. Carpenter, P.L.S.
Professional Land Surveyor

1940 Juniper Church Road
Four Oaks, NC 27524
(919) 320-5281
pischuck30@yahoo.com

PRELIMINARY SITE PLAN FOR:

WYNN CONSTRUCTION

PIN 0505-92-5441.000
PARCEL ID 01053524 0100 17
LOT 125 ANDERSON CREEK CROSSING
PB2017 PG245
8/15/17
1"=30'

WILDLIFE BRIDGE COURT
SPRING LAKE, NC 28390

STATE OF NORTH CAROLINA
AGREEMENT FOR SALE
HARNETT COUNTY

THIS AGREEMENT, made and entered into this the 18th day of November 2013, by and between Anderson Creek Partners, LP, (hereinafter referred to as "Seller") and Wynn Construction, Inc., a company organized under the laws of the state of North Carolina (hereinafter referred to as "Purchaser"). This agreement substitutes for an agreement between the parties dated May 17, 2013.

WITNESSETH:

WHEREAS, the Seller is the owner of certain property consisting of single-family lots developed in the Anderson Creek development in Harnett County, North Carolina and more particularly shown on the maps filed with the Harnett County Register of Deeds, hereinafter referred to as Anderson Creek Crossing.

WHEREAS, Seller has agreed to sell 50 lots, numbers 74 through 91, inclusive, and lots 111 through 142, inclusive, to Purchaser. Purchaser has agreed to purchase the same upon the terms and conditions hereinafter set forth. The lots to be purchased are hereinafter referred to as the "Premises".

NOW, THEREFORE, for the good and valuable consideration as described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

- 1.0 Property to be Conveyed. The Seller shall sell and Purchaser shall buy all of that certain real estate described above (the "Premises") in the Anderson Creek Club Development in Harnett County, North Carolina.
- 2.0 Purchase Price. The purchase price for the lots shall be Two Million Three Hundred Twenty Five Thousand (\$2,325,000) Dollars, (\$46,500.00 per lot).
- 3.0 Ownership and Liens and Encumbrances. Seller covenants that it is or will be by closing the owner of an indefeasible fee simple title to the Premises and will convey the same subject only to easements, restrictions, and the Declaration of Covenants Conditions and Restrictions of public record.
- 4.0 Water and Sewer Utilities. The premises are, or will be by closing, served by Harnett County Public Utilities. Purchaser shall be responsible for the payment of all home construction permit fees, to include capacity fees. Upon issuance of the building permit, capacity fees are to paid to Harnett County or, if prepaid by Seller, to Seller.
- 5.0 Title. This Contract and all of Purchaser's obligations hereunder shall be subject to and conditioned upon Seller being able to convey good and marketable fee simple title to the Premises subject only to easements, restrictions and Declarations of Covenants, Conditions, and Restrictions of record at closing.
- 6.0 Closing.
 - 6.1 Closing Date. Purchaser shall purchase 28 lots within 30 days of recording of the plat for the lots. The second takedown will be for 12 lots and the closing shall occur no later than 8 months from the initial closing.

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The third and final takedown will be for 10 lots and shall occur no later than 16 months from the initial closing. Closing shall occur at a location mutually agreed upon by Seller and Purchaser.

- 6.2 **Delivery of Documents and Purchase Price.** At closing, Seller shall deliver a General Warranty Deed conveying the lots being closed to Purchaser. General Warranty Deed shall convey fee simple title to the Premises subject to easements, restrictions and Declarations of Covenants, Conditions, and Restrictions of record at closing.
- 6.3 **Taxes and Closing Costs.** Harnett County ad valorem taxes shall be prorated at closing. Any transfer fees or excise taxes levied upon this sale or the deed consummating this sale by Harnett County shall be paid by Seller. Seller shall deliver the Deed, a lien waiver and a Deed of Release at closing. Purchaser shall bear all of its own closing costs. Purchaser shall provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due.
- 7.0 **Possession.** Possession of the premises hereby sold shall be given to Purchaser as of the date of closing; provided however, that Seller and Seller's agents may enter upon the Premises at reasonable times for the purpose of fulfilling Purchaser's obligation to properly maintain the property if Purchaser shall fail to do so.
- 8.0 **Maintenance.** Purchaser shall not commit or suffer any waste of the Premises and shall maintain the Premises in good condition. Other than to cut trees and shrubs reasonably necessary for the imminent construction of a dwelling house on the Premises or to cut trees and shrubs damaged by disease, wind or fire, the Purchaser shall not cut down any trees or shrubs on the Premises.
- 9.0 **Default.** Should Purchaser fail to close the lots or otherwise default on any of its obligations for any reason other than defective title, then Seller shall retain the earnest money as liquidated damages. Should Purchaser default in any of its continuing obligations herein and fail or refuse to timely close subsequent lots pursuant to this Agreement for any reason other than defective title, Seller shall, at its discretion, terminate this Agreement. Time is of the essence with respect to the closing of the lots. The Seller's remedies provided herein shall be nonexclusive and in addition to any other remedies provided by law. Should Seller fail to consummate this Contract or shall otherwise default, Purchaser shall have as its sole remedy the right to sue for specific performance. Failure to timely close any lot or lots as provided hereunder shall constitute a default. In the event either party files suit to collect damages or enforce this contract against a defaulting party, the prevailing party shall be entitled to attorneys fees.
- 10.0 **Entire Document.** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and merges all prior negotiations and agreements concerning the purchase and sale of the Premises. All amendments hereto must be in writing and signed by the parties sought to be charged with the same.
- 11.0 **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of North Carolina.

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- 12.0 **Assignment.** This Agreement may not be assigned by Purchaser without the prior written consent of Seller.
- 13.0 **Survival of Representations and Warranties:** The representation and warranties made by Seller and Purchaser herein shall survive closing and the delivery of the deed to the Premises for one year.
- 14.0 **House Plan Approval.** Purchaser shall submit all construction plans and design drawings to Seller prior to construction for Seller's prior written approval pursuant to the Anderson Creek Crossing Architectural Guidelines. Plan review will be in a timely fashion, as set forth in the aforementioned Architectural Guidelines. Payment of the architectural review fees will be due at the time of submission.
- 15.0 **Earnest Money.** Purchaser shall deliver at contract the sum of Thirty Eight Thousand, (\$38,000) Dollars. This \$38,000.00 having already been received. Purchaser shall deliver within 10 days of receipt of the construction permit by Seller an additional One Hundred Thirty Three Thousand (\$133,000) Dollars. In the event Earnest Money is received by Seller, Purchaser shall receive a credit of Three Thousand Four Hundred Twenty (\$3,420) Dollars at the closing of each lot.
- 16.0 **Contract Execution Date.** Purchaser must execute and deliver this contract on or before November 30, 2013 or this offer of contract shall be withdrawn and null and void.
- 17.0 **Commissions.** Purchaser acknowledges that he intends to build homes in Anderson Creek Crossing and agrees to compensate the agency provided by Seller on the sale of both the lot and home to any third party. Purchaser will be obligated to pay sales commission and marketing fees as outlined on the attached Addendum A. Sales commissions may change at the discretion of the Seller and the marketing agent of the Seller; however, in no event shall the commission paid by the Purchaser exceed 5% of the sales price. Seller, in its sole discretion, may change realtors at any time. The fee is due and payable on all homes built within Anderson Creek Crossing.
- 18.0 **Marketing Fees.** In addition to commissions, Seller may collect a marketing fee not to exceed 1% of the Sales Price of any home and lot. The marketing fees will be utilized to assist in the Seller's subdivisions sales and marketing expenses. The fee is due and payable on all homes built within Anderson Creek Crossing.
- 19.0 **Indemnification.** Purchaser shall forever defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of or in any way connected with Purchaser's possession or use of the Premises, Purchaser's conduct with respect to the Premises, or any condition of the Premises. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to the Seller.
- 20.0 **Limitations of Purchaser's Right to Resell Property.** Purchaser represents that he is purchasing the Premises as a Builder for the purpose of building and selling homes on the individual Lot that comprise the Premises. Purchaser warrants that

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he will not sell Lots either individually or as a group without simultaneously selling a home on each Lot sold. Purchaser further warrants that he will not price his home for sale on the Premises separately from the Lot on which they are to be built, and that he will in no way indicate either directly or indirectly to buyers or potential buyers of his homes that the Lot price component of his total home plus Lot package is less than the price at which Seller is offering to sell comparable Lots to the general public. Purchaser hereby agrees that Seller may record a document indicating that the Lots comprising the Property cannot be sold separately from the house to be built on them.

21.0 Representations: Conditions of Premises. Purchaser accepts the land, improvements and all other aspects of the Premises in their present condition, AS IS, including latent defects, without any representation or warranties, expressed or implied, unless they are expressly set forth in this Agreement or are in writing signed by the Seller. Purchaser agrees that Purchaser has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Seller has made no representations with respect to such laws or ordinance, except that Seller represents that there are no restrictions, easements, zoning or other governmental regulations that would prevent the reasonable use of the Premises for residential single family purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Anderson Creek Partners, LP
By Anderson Creek Inc., Gen Partner

Company:

By: _____

By: William H. Wyon

David Levinson

Print Name: William H. Wyon

President

Its: President

Date: _____

Date: 11/21/13

Exhibit A

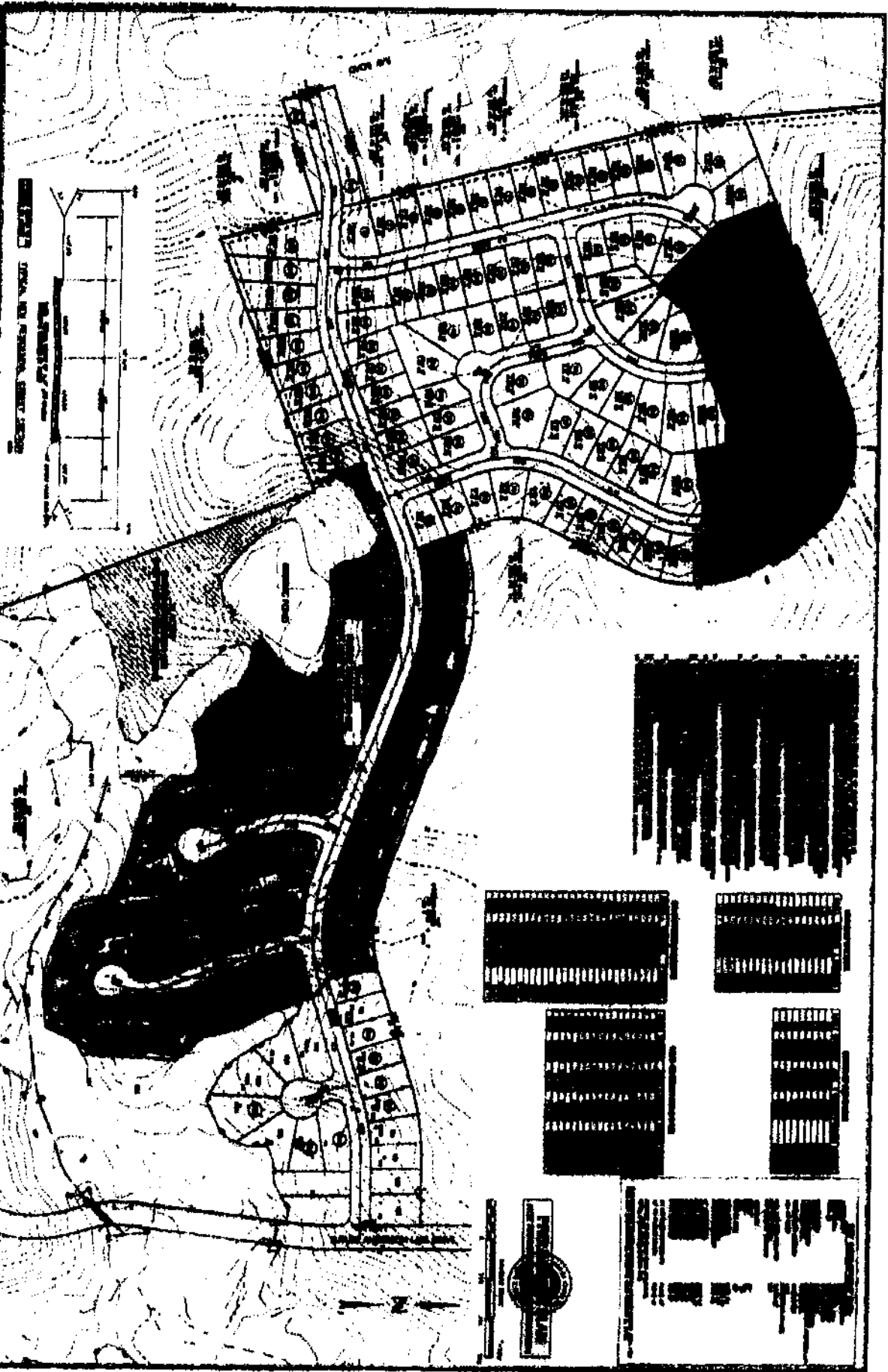
Sales and Marketing Commission Structure

| | |
|-------------------------|---|
| Project Sales*: | 5% to the listing company selected by seller 1% marketing fee to Anderson Creek Partners, LP 6.0% Total |
| Co-Broke Sales*: | 2.5 % to the buyer's agent 2.5 % to the listing company selected by seller 1.0 % marketing fee to Anderson Creek Partners LP 6.0% Total |

ANDERSON CREEK CROSSING

OVERALL PRELIMINARY SITE PLAN

WITHERS & SANDERSON
ENGINEERS & ARCHITECTS
113



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

Application # _____
Harnett County Central Permitting
PO Box 66 Lillington, NC 27546
810-893-7525 Fax 910-893-2793 www.harnett.org/permits

ANTHONY GL

Application for Residential Building and Trades Permit

Owner's Name: Wynn Construction, INC. Date: 8-17
Site Address: 411 Falls Creek Dr. Phone: 919 603-7965
Directions to job site from Lillington: 27W Left on Nursey Left on
Pay Rd Left on Falls Creek Dr into The Crossings

Subdivision: Anderson Creek Club Crossings Lot: 89
Description of Proposed Work: New Construction SFD # of Bedrooms: 4
Heated SF: 2029 Unheated SF: 658 Finished Bonus Room? Y Crawl Space: _____ Slab:

General Contractor Information

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

Electrical Contractor Information

Description of Work: New Construction Service Size: 200 Amps T-Pole: Yes No
Buford Electric LLC Telephone: 910-723-1937
Electrical Contractor's Company Name
948 Pay Dr. Hope Mills, NC 28348 Email Address: _____
Address
31424-4
License #

Mechanical/HVAC Contractor Information

Description of Work: New Construction
Certified Heat & Air Telephone: 910 858-0000
Mechanical Contractor's Company Name
779 Sunset Lake Rd Lumber Bridge, NC 28357 Email Address: _____
Address
NC200212 H3 Class 1
License #

Plumbing Contractor Information

Description of Work: New Construction # Baths: 2.5
Thornton's Plumbing Telephone: _____
Plumbing Contractor's Company Name
3160A Omar Rd Clayton NC Email Address: _____
Address
22152
License #

Insulation Contractor Information

T&T Insulation Telephone: 919 667-0999
Insulation Contractor's Company Name & Address

*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 Averett
Signature of Owner/Contractor/Officer(s) of Corporation

8-17
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: Wyn Construction, Inc.

Sign w/Title: *J. Edward Averett* Date: 8-17

DO NOT REMOVE!

Details: Appointment of Lien Agent

Entry #: 708802

Filed on: 08/18/2017

Initially filed by: wynnhomes

Designated Lien Agent

Investors Title Insurance Company

Online: www.lientitle.com www.lientitle.com

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

Phone: 888-690-7384

Fax: 919-489-5231

Email: support@lientitle.com support@lientitle.com

Project Property

Anderson creek subdivision lot 125
60 wildlife bridge ct.
spring lake, NC 28390
harnett County

Property Type

1-2 Family Dwelling

Print & Post



Contractors:

Please post this notice on the Job Site.

Suppliers and Subcontractors:

Scan this image with your smart phone to view this filing. You can then file a Notice to Lien Agent for this project.

Owner Information

wynnhomes
2550 capitol dr.
creedmoor, NC 27522
United States
Email: nancy@wynnhomes.com
Phone: 919-528-1347

View Comments (0)

Technical Support Hotline: (888) 690-7384

Plan Box # 8 ES

Date 8/30/17

Job Name WYAA

App # 42167

Valuation \$209,856

SQ Feet 2186

Garage 445

= 2631

Inspections for SFD/SFA

Crawl Slab Mono ✓ Basement

| | | | |
|------------|------------|-----------------|-----------------|
| Footing | Footing | Plum Under Slab | Footing |
| Foundation | Foundation | Ele. Under Slab | Foundation |
| Address | Address | Address | Waterproofing |
| Open Floor | Slab | Mono Slab | Plum Under slab |
| Rough In | Rough In | Rough In | Address |
| Insulation | Insulation | Insulation | Slab |
| Final | Final | Final | Open Floor |
| | | | Rough In |
| | | | Insulation |
| | | | Final |

Foundation Survey ✓ Envir. Health Other

Additions / Other

- Footing
- Foundation
- Slab
- Mono
- Open Floor
- Rough In
- Insulation
- Final

125

HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793

Bldg Insp scheduled before 2pm available next business day.

| | | | |
|-----------------------------------|-------------------------------|------|---------|
| Application Number | 17-50042167 | Page | 2 |
| Property Address | 60 WILDLIFE BRIDGE CT | Date | 9/06/17 |
| PARCEL NUMBER | 01-0535-26- -0100- -17- | | |
| Application description | CP NEW RESIDENTIAL (SFD) | | |
| Subdivision Name | ACC CROSSING PH8 SECT2A 21LTS | | |
| Property Zoning | RES/AGRI DIST - RA-20R | | |

Permit BLDG,MECH,ELEC,PLB,INSU PERMIT

Additional desc

Phone Access Code 1207786

Required Inspections

| Seq | Phone Insp# | Insp Code | Description | Initials | Date |
|--------|-------------|-----------|--------------------------------|----------|-------------|
| 10-30 | 814 | A814 | ADDRESS CONFIRMATION | _____ | ___/___/___ |
| 10-999 | 309 | P309 | R*PLUMB UNDER SLAB | _____ | ___/___/___ |
| 10-999 | 205 | E205 | R*ELEC UNDER SLAB | _____ | ___/___/___ |
| 20-999 | 114 | B114 | R*BLDG MONO SLAB/TEMP SVC POLE | _____ | ___/___/___ |
| 20 | 104 | B104 | R*FOUND & SETBACK VERIF SURVEY | _____ | ___/___/___ |
| 30-50 | 129 | I129 | R*INSULATION INSPECTION | _____ | ___/___/___ |
| 30-60 | 425 | R425 | FOUR TRADE ROUGH IN | _____ | ___/___/___ |
| 30-60 | 125 | R125 | ONE TRADE ROUGH IN | _____ | ___/___/___ |
| 30-60 | 325 | R325 | THREE TRADE ROUGH IN | _____ | ___/___/___ |
| 30-60 | 225 | R225 | TWO TRADE ROUGH IN | _____ | ___/___/___ |
| 40-60 | 429 | R429 | FOUR TRADE FINAL | _____ | ___/___/___ |
| 40-60 | 131 | R131 | ONE TRADE FINAL | _____ | ___/___/___ |
| 40-60 | 329 | R329 | THREE TRADE FINAL | _____ | ___/___/___ |
| 40-60 | 229 | R229 | TWO TRADE FINAL | _____ | ___/___/___ |
| 40-60 | 209 | E209 | R*ELEC TEMP POWER CERT | _____ | ___/___/___ |