Initial Application Date:_	5	1/8	/	19
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Residential Land Use Application

Application #	185004311.8
	011#

Central Permitting

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

03/11

108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 **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 DRIVE, SUITE 105 Contact No: 919-258-2430 **CREEDMOOR** ttrefftzs@wynnhomes.com Mailing Address: 2550 CAPITOL DRIVE, SUITE 105 APPLICANT*: WYNN CONSTRUCTION, INC. CREEDMOOR CONTACT NAME APPLYING IN OFFICE: TERI TREFFTZS PROPERTY LOCATION: Subdivision: ANDERSON CREEK CROSSING State Road Name: Deed Book & Page: *New structures with Progress Energy as service provider need to supply premise number from Progress Energy. PROPOSED USF: 11 Jul 10 # Bedrooms. 3 # Bath: 2 | Basement(w/wo bath): Garage: Deck: Monolithic (Is the bonus room finished? (yes () no w/ a closet? () yes () no (if yes add in with # bedrooms) __) # 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: 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 __ 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 (\leftilde{\subset}) 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 Rear Sidestreet/corner lot Nearest Building on same lot

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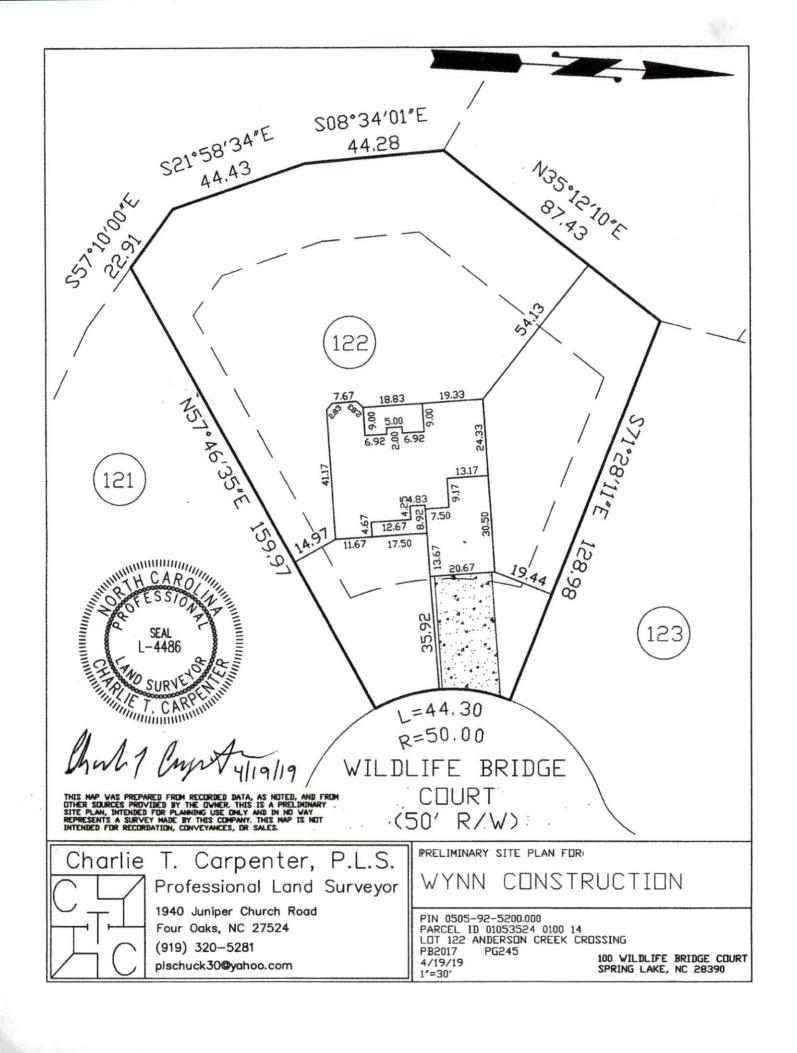
A September 1997

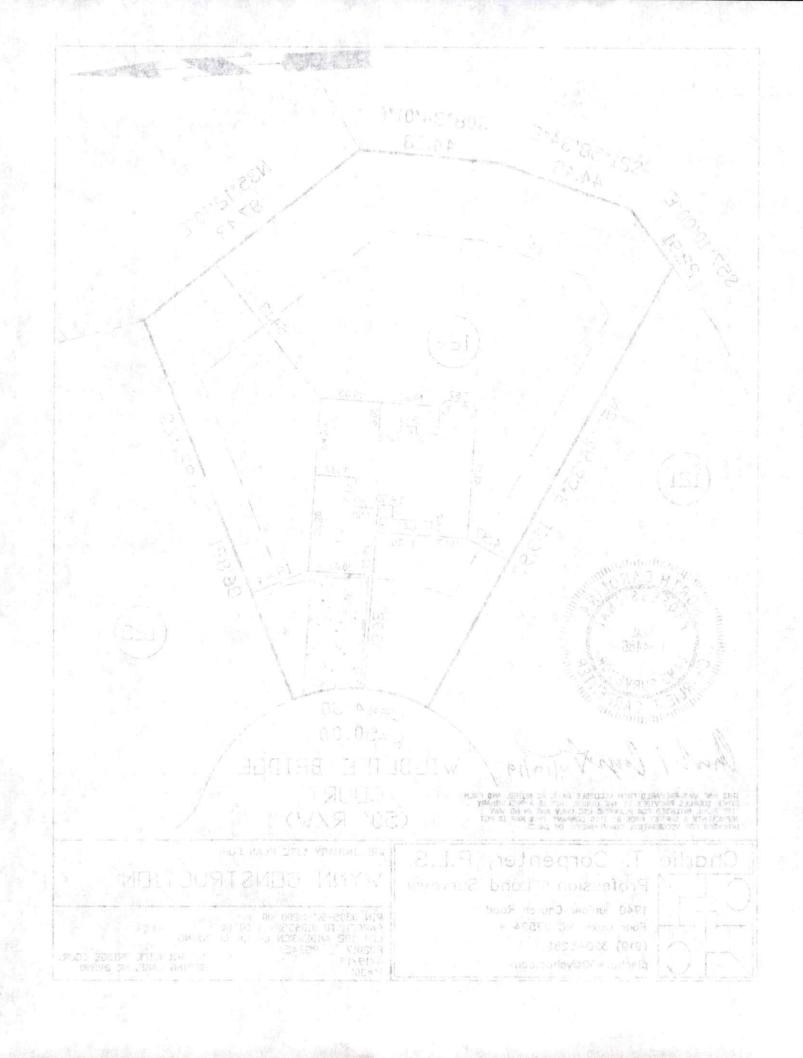
NUMBER OF STREET LAND TO

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:
27 W TO NURSERY RD., LEFT ON NURSERY THEN LEFT ON RAY RD., THEN LEFT INTO ANDERSON CREEK
If permits are granted lagree 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's Agent Date/
U Date

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





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 Creck Club Development in Hamett County, North Carolina.
- 2.0 <u>Purchase Price</u>. 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 <u>Title.</u> 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 <u>Delivery of Documents and Purchase Price.</u> 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 <u>Maintenance.</u> 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 <u>Applicable Law.</u> This Agreement shall be interpreted pursuant to the laws of the State of North Carolina.



- 12.0 <u>Assignment.</u> 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 <u>Contract Execution Date.</u> 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 <u>Limitations of Purchaser's Right to Resell Property</u>. 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: Talkfany	By: Willia H. Wg
David Levinson	Print Name William Ho Wynn
President	Is: President
Date: 11/24/13	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*:

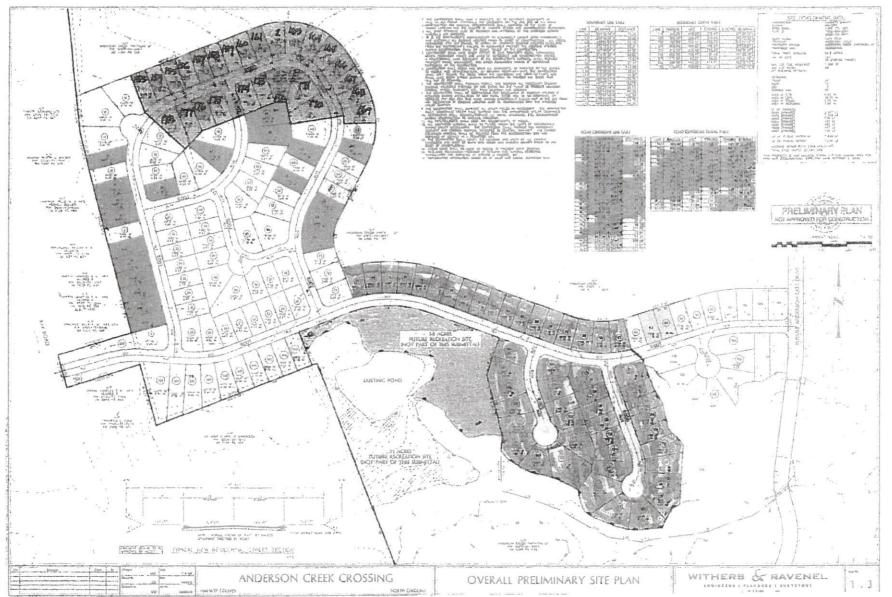
2.5 % to the buyer's agent

2.5 % to the listing company selected by seller

1.0 % marketing fee to Anderson Creek Partners LP

6.0% Total







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

Harnett County Central Permitting PO Box 65 Lillington NC 27546 910 893 7525 Fax 910 893 2793 www harnett org/permits

Application for Residential Building and Trades Permit

Owner's Name WYNN CONSTRUCTION, INC.	Date 5-8.		
Site Address 100 Wild life Bridge Ct.			
Directions to job site from Lillington _27W TO NURSERY RD., LEFT (
LEFT INTO ANDERSON CREEK			
Subdivision Academy	Lot /2-Z		
Description of Proposed Work NEW CONSTRUCTION, SFD	# of Bedrooms 3		
Heated SF 1939 Unheated SF 820 Finished Bonus Room?			
General Contractor Informatic	on Slab V / Slab		
WYNN CONSTRUCTION, INC.	919-258-2430		
Building Contractor's Company Name	Telephone		
2550 CAPITOL DR., STE. 105, CREEDMOOR, NC 27522	ttrefftzs@wynnhomes.com		
Address	Email Address		
46295			
License #			
Description of Work NEW CONSTRUCTION Service Size	200_Amps T-Pole \(\sqrt{Yes}_No		
BUFORD ELECTRIC	910-723-1937		
Electrical Contractor's Company Name	Telephone		
948 PAN DRIVE, HOPE MILLS, NC 28348	bufordelectric@gmail.com		
Address	Email Address		
31424-U			
License #			
Mechanical/HVAC Contractor Infor	mation		
Description of Work NEW CONSTRUCTION			
CERTIFIED HEAT AND AIR	910-858-0000		
Mechanical Contractor's Company Name	Telephone		
779 SUNSET LAKE RD., LUMBER BRIDGE, NC 28357			
Address	Email Address		
NC 200212 H3 CLASS 1			
License # Plumbing Contractor Informati	on		
Description of Work NEW CONSTRUCTION			
THORNTON'S PLUMBING	# Baths		
Plumbing Contractor's Company Name	919-550-4833 Talanhasa		
3160A Vinson Road, Clayton, NC 27527	Telephone		
Address	brendaactpi@gmail.com Email Address		
22152			
License #			
Insulation Contractor Informati	<u>on</u>		
TATUM INSULATION	919-661-0999		
Insulation Contractor's Company Name & Address	Telephone		

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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 Signature of Owner/Contractor/Officer(s) of/Corporation Affidavit for Worker's Compensation N C G S 87-14 The undersigned applicant being the General Contractor Officer/Agent of the Contractor or Owner 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 WYNN CONSTRUCTION, INC.

Sign.w/Title

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

The second secon mak antiquestables (a) or another color plant to some one one say some thirties poor making a stant off

DO NOT REMOVE!

Details: Appointment of Lien Agent

Entry #: 778321

Filed on: 01/04/2018

Initially filed by: wynnhomes

Designated Lien Agent

Project Property

Print & Post

Investors Title Insurance Company

Online: www.liensnc.com(http://www.liensnc.com)

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

27601

Phone: 888-690-7384

Fax: 913-489-5231

Email: support@liensnc.com(millo:support@lienseccom)

anderson creek crossing subdivision lot 122 100 wildlife bridge et. spring lake, NC 28390 harnett County

Property Type

1-2 Family Dwelling



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

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

View Comments (0)

Technical Support Hotline: (888) 690-7384