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\$100,000

Initial Application Date: 1-10-12

Application # 1250028147

DRB # _____ CU # _____

COMMERCIAL

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: Harnett Developers LLC Mailing Address: 2550 Capital Drive Suite 105

City: Crofton State: NC Zip: 27522 Contact # (919) 422-7065 Email: _____

APPLICANT*: Wm. B. Strauch Inc Mailing Address: 2550 Capital Drive Suite 105

City: Crofton State: NC Zip: 27522 Contact # (919) 796-3090 Email: _____

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Jason Gordon Phone # 919-796-3090

PROPERTY LOCATION: Subdivision: Trotter's Ridge Lot #: 110 Lot Size: .60AC

State Road # 1116 State Road Name: Doc's Rd Map Book & Page: 2010/848

Parcel: 030507020005 PIN: 0507-04-9452000

Zoning: R20R Flood Zone: X Watershed: NA Deed Book & Page: 01P1 Power Company*: Progress

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

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON:

Take 27 West to Doc's Road, Take Doc's Road south and Trotter Ridge is on the Right

PROPOSED USE:

- Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____
- Business Sq. Ft. Retail Space: _____ Type: _____ # Employees: _____ Hours of Operation: _____
- Daycare # Preschoolers: _____ # Afterschoolers: _____ # Employees: _____ Hours of Operation: _____
- Industry Sq. Ft: _____ Type: _____ # Employees: _____ Hours of Operation: _____
- Church Seating Capacity: _____ # Bathrooms: _____ Kitchen: _____
- Accessory/Addition/Other (Size 35 x 24) Use: Pool House

Water Supply: X County _____ Existing Well _____ New Well (# of dwellings using well _____) *MUST have operable water before final

Sewage Supply: X New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) _____ County Sewer

Comments:

Discharge - Water Distribution, Buffers \$100.00 Plan Fee

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]
Signature of Owner or Owner's Agent

1-6-12
Date

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

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

2

NAME _____

APPLICATION # 12-500-28147

***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 Pool D discharge will go to Drainage East meet
 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? Power Lines
 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

[Signature]
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

1-18-12
DATE

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.

WV (S)

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

AMENDMENT TO REAL ESTATE LOT PURCHASE

AGREEMENT (this "Amendment") is made and entered into the 21st day of January 2011 by and between Harnett Developers, LLC, a North Carolina Limited Liability Company ("Seller") and Wynn Construction, Inc., a North Carolina corporation ("Purchaser").

WHEREAS, Harnett and Wynn entered into that certain Real Estate Lot Purchase Agreement dated December 7, 2010 (the "Contract") pursuant to which Harnett agreed to sell and Wynn, along with Signature Home Builders and Hugh Surles Builders, agreed to purchase all 111 lots in all phases of Trotter's Ridge Subdivision, Harnett County, North Carolina under the conditions contained therein.

WHEREAS, Harnett and Wynn desire to amend certain portions of the Contract under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Amendment agree to amend the Contract as follows:

1. Purchase Price: The following language is inserted:

Seller agrees to grant Purchaser a builder credit of \$1,000 per lot on the following lots in Trotter's Ridge Phase 1:

5, 6, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 92 and 93

This builder credit shall be payable either as a credit at the time of lot closing or as a company check from Seller to Purchaser.

Except as amended in this Amendment, all other terms, provisions, and conditions of the Contract shall remain in full force and effect, and the parties ratify and confirm that the Contract, as amended by this Amendment, is and remains in full force and effect.

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: 1/21/11

SELLER:

Harnett Developers, LLC

By: _____

Its: _____

Date: _____