

Initial Application Date: 10/16/06

Application # DW-50015880 R

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

Applicant
LANDOWNER: TLW Corporation Mailing Address: PO Box 292

City: Lillington State: NC Zip: 27546 Home #: 910-893-8401 Contact #: 919-971-0640

APPLICANT: Tarheel Man, LLC Mailing Address: PO Box 39

City: Linden State: NC Zip: 28350 Home #: _____ Contact #: _____

*Please fill out applicant information if different than landowner
PROPERTY LOCATION: State Road #: 1139 State Road Name: Tower Drive (off SR 1139) Tingen Rd

Parcel: 039597 0033 04 PIN: 9596-19-3703-000

Zoning: RA-20R Subdivision: Tingen Place Lot #: 4 Lot Size: .345 ac.

Flood Plain: X Panel: 37085C0075DWatershed: N/A Deed Book/Page: 02266/0506 Plat Book/Page: 2006-375

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 West from Lillington; turn left on Tingen Rd.; go to Tower Drive, turn left into Tingen Place; lot is on the left.

PROPOSED USE: Circle:

- SFD (Size 39 x 59) # Bedrooms 3 # Baths 2.5 Basement (w/wo bath) n/a Garage inc. Deck inc. Crawl Space / Slab
- Modular: On frame Off frame (Size x) # Bedrooms # Baths Garage (site built?) Deck (site built?)
- Multi-Family Dwelling No. Units No. Bedrooms/Unit
- Manufactured Home: SW DW TW (Size x) # Bedrooms Garage (site built?) Deck (site built?)
- Business Sq. Ft. Retail Space Type # Employees: Hours of Operation:
- Industry Sq. Ft. Type # Employees: Hours of Operation:
- Church Seating Capacity # Bathrooms Kitchen
- Home Occupation (Size x) # Rooms Use Hours of Operation:
- Accessory/Other (Size x) Use
- Addition to Existing Building (Size x) Use Closets in addition (yes no)

Water Supply: () County () Well (No. dwellings) () Other

Sewage Supply: () New Septic Tank (Need to fill out New Tank Checklist) () Existing Septic Tank () County Sewer () Other

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? ()YES ()NO

Structures on this tract of land: Single family dwellings 1 prop Manufactured Homes Other (specify)

Required Residential Property Line Setbacks:	Comments:
Front Minimum <u>35</u> Actual <u>36 45</u>	
Rear <u>25</u> <u>25.3 41.3</u>	
Side <u>10</u> <u>18 18.2</u>	
Corner/Sidestreet <u>20</u> <u>n/a</u>	
Nearest Building on same lot <u>10</u> <u>n/a</u>	

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that the foregoing statements are accurate and correct to the best of my knowledge. This permit is subject to revocation if false information is provided on this form.

Signature of Owner or Owner's Agent [Signature]

Date 10/16/06

This application expires 6 months from the initial date if no permits have been issued

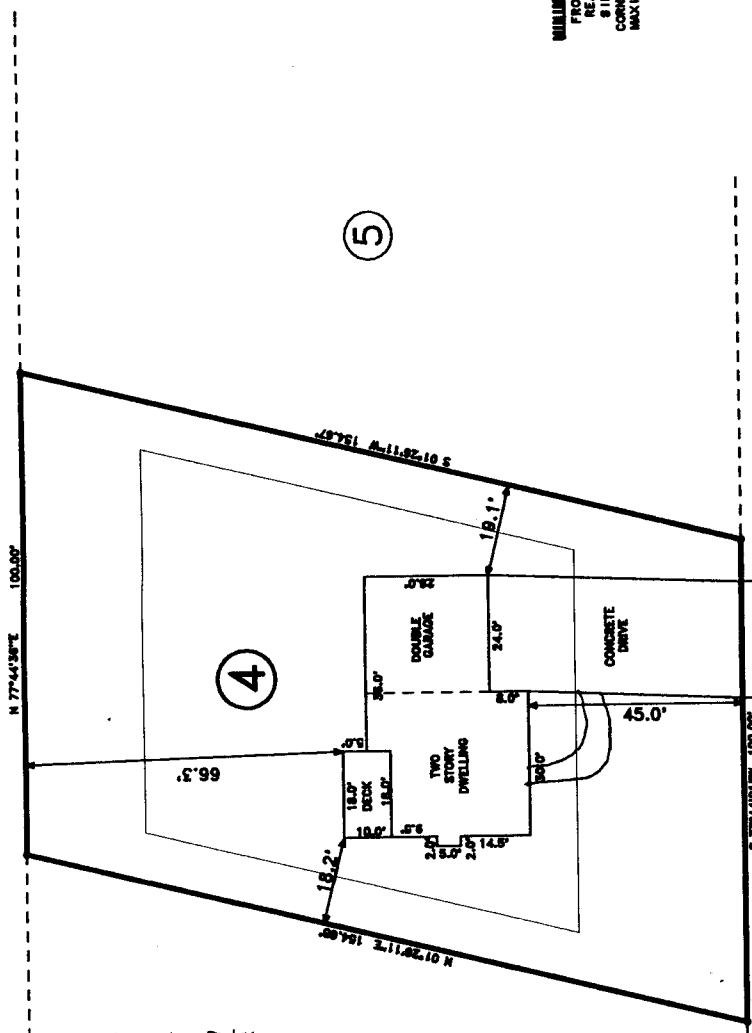
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

Please use Blue or Black Ink ONLY

NORTH REFERENCE MAP NO. 2006-375

MINIMUM BUILDING SETBACKS
FRONT YARD 35'
REAR YARD 35'
SIDE YARD 10'
CORNER LOT SIDE YARD 20'
MAXIMUM HEIGHT 35'

1540



TOWER DRIVE 50' R/W

Revision
SITE PLAN APPROVAL
DISTRICT *RA-20R* USE *SFD*
#BEDROOMS *3*
Spauld
ZONING ADMINISTRATOR

5

4

3

57

MAP REFERENCE 2006-375

BENNETT SURVEYS, INC.
1662 CLARK RD., LILLINGTON, N. C. 27546
(810) 883-8252

SURVEY FOR:
PROPOSED PLOT PLAN - LOT 4
TINGEN PLACE S/D - PHASE ONE

TOWNSHIP BARBECUE COUNTY HARNETT
STATE: NORTH CAROLINA DATE: OCTOBER 2, 2006
ZONE RA-20R WATERBORN DISTRICT TAX PARCEL ID# PIN #

1" = 20'
0 10' 20'
SURVEYED BY: MRB
DRAWN BY: MRB
CHECKED & CLOSURE BY: MRB

FIELD DRAWING 0671

Harnett County Planning Department

PO Box 65, Lillington, NC 27546
910-893-7527

0650015880

Environmental Health New Septic Systems Test
Environmental Health Code 800

- Place "property flags" in each corner of lot. All property lines must be clearly flagged.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- *No grading of property should be done.* Undergrowth should be cleaned out to allow soil evaluation to be performed. Inspectors should be able to walk freely.
- After preparing proposed site call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections
Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7527 and give code **800** for Environmental Health confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Health and Sanitation Inspections
Health and Sanitation Plan Review 826

- After submitting plans for food and lodging, call the voice permitting system at 910-893-7527 and give code **826** for Health and Sanitation confirmation. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx. 7-10 working days. Once approved, proceed to Central Permitting for permits.

Fire Marshal Inspections
Fire Marshall Plan Review Code 804

- Call the voice permitting system at 910-893-7527 and give code **804** for plan review. Please note confirmation number given at end of recording for proof of request.
- To hear results, call IVR in approx 7-10 working days. Once approved, proceed to Central Permitting for permits.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Place stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

Building Inspections

- Call the voice permitting system at 910-893-7527 to schedule inspections. Please note confirmation number given at end of recording for proof of request.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to calling for final inspection.
- To hear results of inspections, call IVR after scheduled inspection is done.

E911 Addressing

Addressing Confirmation Code 814

- Address numbers shall be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day at entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Once you purchase permits and footing inspection has been approved call the voice permitting system at 910-893-7527 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation.

Customers can view all inspection results online at www.harnett.org.

Applicant Signature: [Handwritten Signature] Date: 10/16/16

Proposed
OWNER NAME: TRW Corporation

APPLICATION #: 0650015880

This application to be filled out only when applying for a new septic system.

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)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes no unknown

SEPTIC

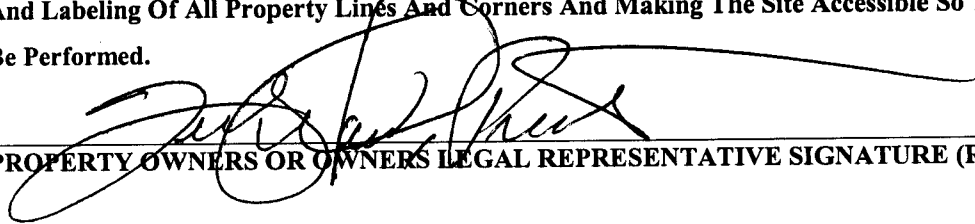
If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative
- Alternative Other
- Conventional Any

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? 919-971-0640
- YES NO Does The Site Contain Any Existing Wastewater Systems?
- 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?

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)

10/16/06
DATE

COPY

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (For, 2A3-T).

TLW Corporation

as Buyer, hereby offers to purchase and

Tarheel Management LLC

as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of HARNETT, State of North Carolina, being known as and more particularly described as:
Street Address lots 4 & 61, Broadway, NC Zip 27505
Subdivision Name TINGEN PLACE
Plat Reference: Lot _____, Block or Section _____ as shown on
Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 24,000.00 per lot and shall be paid as follows:

(a) \$ 500.00 per lot EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: company check to be deposited and held in escrow by ANN GURKIN REALTY, INC. ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ -0-0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than NA, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ -0-, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ -0-, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ -0-, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 23,500.00, BALANCE of the purchase price in cash at Closing. per lot

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a Conventional Other: CASH loan at a Fixed Rate Adjustable Rate in the principal amount of NA for a term of NA year(s), at an initial interest rate not to exceed NA % per annum, with mortgage loan discount points not to exceed NA % of the loan amount. Buyer shall apply for said loan within NA days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or

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PREPARED BY: Lucrecia A. Jackson, Broker
Standard Form 12-T. North Carolina Association of REALTORS®, Inc.



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before NA and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for SINGLE FAMILY - RESIDENTIAL USE purposes ("Intended Use").
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:

NONE

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

NONE

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ -0- per NA.

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ -0- toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before as described in Addendum A., at a place designated by Buyer. The deed is to be made to THW CORPORATION.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

10. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.


11. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

ALTERNATIVE 1:

(a) **Soil, Water, Utilities And Environmental Contingency:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer.

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PREPARED BY: Lucrecia A. Jackson, Broker

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Buyer(s) 

09/06/06 16:18:45

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Seller(s) 

Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by NA that this condition cannot be satisfied, **time being of the essence.**

(b) Sewer System (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by NA that this condition cannot be satisfied, **time being of the essence.**

This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other _____ ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than CLOSING, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by NA that this condition cannot be satisfied, **time being of the essence.**

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

(c) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before NA. The cost of the appraisal shall be borne by Buyer.

(d) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
ADDENDUM A - ATTACHED AND MADE A PART OF THIS CONTRACT.

14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.

PREPARED BY: Lucrecia A. Jackson, Broker

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Buyer(s)  09/06/06 16:18:45

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Seller(s) 

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER [Signature] DATE 9/8/06 (SEAL)

Tarheel Management, LLC
SELLER Ann Gurkin Realty Lucrecia Jackson, agent DATE 9-8-06 (SEAL)
By: Ann Gurkin Realty, Inc - Lucrecia Jackson, Agent

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 9-8-06 Firm: Ann Gurkin Realty, Inc.

RECEIVED \$1,000.00
BY [Signature] DATE 9-8-06

B: Lucrecia A Jackson
(Signature)

Selling Agent/Firm/Phone Lucrecia Jackson / Ann Gurkin Realty, Inc. / 910-897-2661
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone Lucrecia Jackson / Ann Gurkin Realty, Inc. / 910-897-2661
Acting as Seller's (sub)Agent Dual Agent

ADDENDUM A

1. Contract between Tarheel Management LLC, Developer (Phase 1 - Tingen Place) and Builders (Phase 1-Tingen Place). Builders to close one lot within 30 days after lot draw - September 8, 2006. Builders to close any and all other lots within 60 days after lot draw - September 8, 2006.

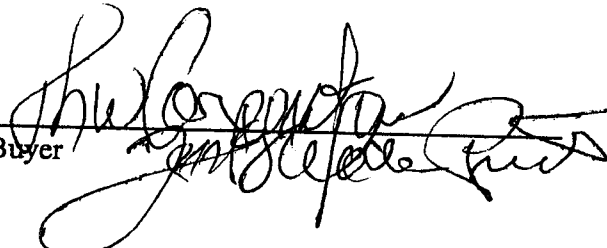
Any lots not closed within the allotted time period will have interest charged on the full amount beginning October 10, 2006, for the first lot and interest beginning November 13, 2006, for the second and any other lots purchased.

Interest will be charged at the rate of 10% and will be added after the 30 days and 60 days time limit until the lot and/or lots are closed.

These same terms will apply to all lots purchased in the future – not only those picked at the lot draw.

2. Builders are required during construction to keep all debris and trash in a 12x12 fenced in area five feet high, container or dumpster.
3. Builders are required to have a port-a-john on each site. Port-a-john service in Tingen Place Subdivision is through TSI at a rate of \$45.00 per month. Builders to contact TSI directly.
4. Builders are required to install mail box before or at the time of closing on house with style and color approved by Developer. All mail boxes will be the same in color and style.
5. Tingen Place is an Ann Gurkin Realty exclusive subdivision. All houses will be listed for sale through Ann Gurkin Realty, Inc. The listing period will be from date of listing until 6 months after final inspection of the house. After this time period, the Builder may have his Realtor of choice.
6. If original Builder does not build on any lot or lots purchased – Builder (approved purchaser of lot) can not sell or deed these lots to any other person without the approval of Tarheel Management (Developer).
7. If construction has not started within one year after purchase of lot – Tarheel Management (Developer), has option to buy back any lot at the same price that was paid by the Builder.

Ann Gurkin Realty, Inc.
Lucricia A. Jackson agent
Seller - Tarheel Management, LLC

Buyer 

Date 9/8/06

TLW CORPORATION

PH. (910) 893-8401
P.O. BOX 292
LILLINGTON, NC 27546

2195


PAY
TO THE
ORDER OF

DATE Sept 8, 2006 66-358-531

Ann Jenkins Realty
the purchase of 00/00

\$ 1,000.00

Fidelity Bank
20 Pine State St., Lillington, NC 27546

DOLLARS  Security Features
Details on Back

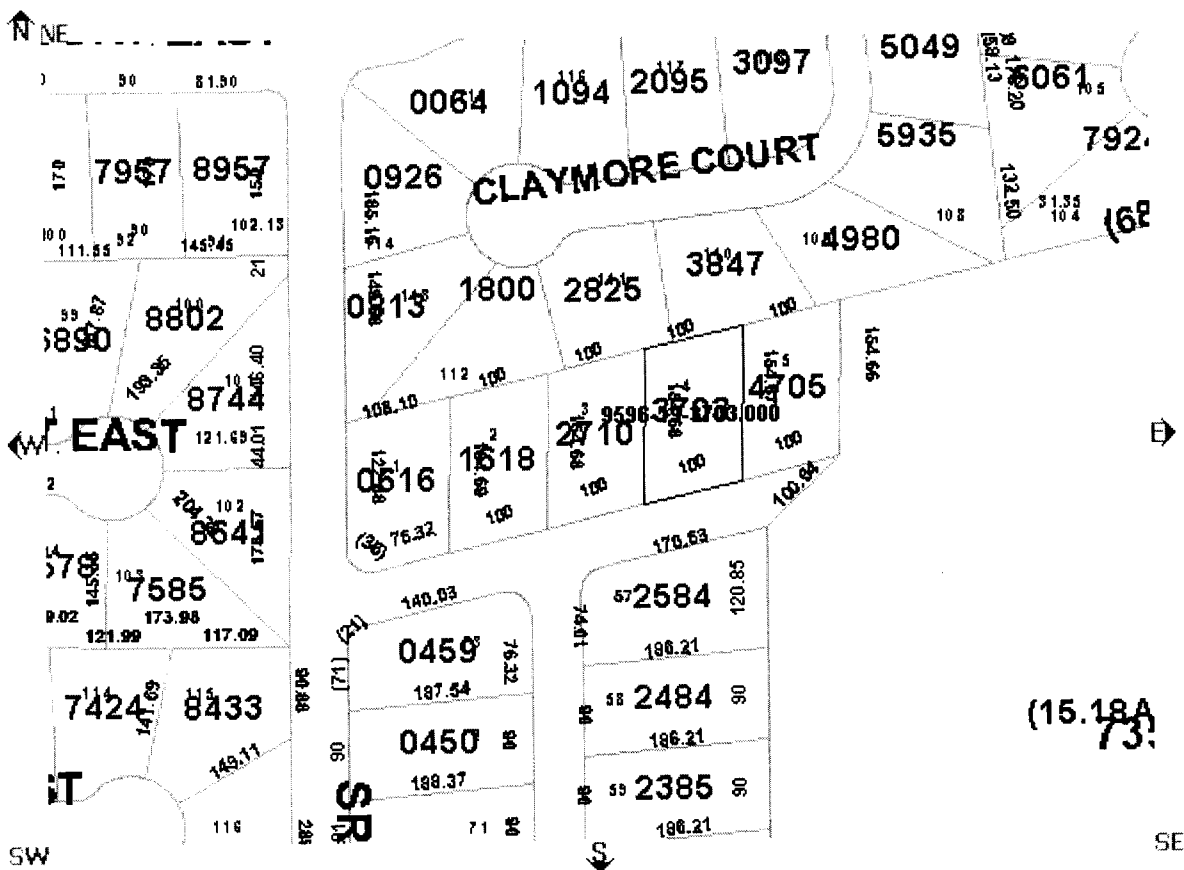
FOR 2 lots #4 & #61

Steph L. Jenkins

⑈00002195⑈ +⑈053103585⑈ :0060002040⑈

RECEIVED

BY *JAG* | DATE 9-8-06



Parcel Data

Find Adjoining Parcels

<ul style="list-style-type: none"> ● Account Number:001400005715 ● Owner Name: TARHEEL MANAGEMENT LLC ● Owner/Address 1: A NC LIMITED LIABILITY CO ● Owner/Address 2: ● Owner/Address 3: P O BOX 39 ● City,State Zip: LINDEN ,NC 283560000 ● Commissioners District: 5 ● Voting Precinct: 301 ● Census Tract: 301 ● <u>Determine Flood Zone(s)</u> ● In Town: ● Fire Ins. District: Benhaven ● School District: 5 ● Zoning Code: RA-20R 	<ul style="list-style-type: none"> ● PIN: 9596-19-3703.000 ● REID: 64679 ● Parcel ID: 039597 0033 04 ● Legal 1:LT#4 TINGEN PLACE SD PH1 ● Legal 2:MAP#2006-375 ● Property Address: TOWER DR 000065 X ● Assessed Acres: 1.00LT ● Calculated Acres: .34 ● Deed Book/Page: 02266/0506 ● Deed Date: 2006/08/10 ● Sale Price: \$473,000.00 ● Revenue Stamps: \$ 946.00 ● Year Built: ● Heated Sq. Ft.: ● Building Value: \$0.00 ● Land Value: \$0.00 ● Assessed Value: \$0.00 ● Neighborhood Code: ● <u>Determine Soils Acerages</u>
---	--



PIN='9596-19-3703.000'

FIPS	Area (Acres)	COMMUNITY	FIRM_PANEL	QUAD	ZONE	FLOODWAY	COBRA	SFHA
37085	.35	0328	37085C0075D	35079-C1	X		COBRA_OUT	OUT

[Harnett County, NC](#) | [Home](#) | [Contacts](#)

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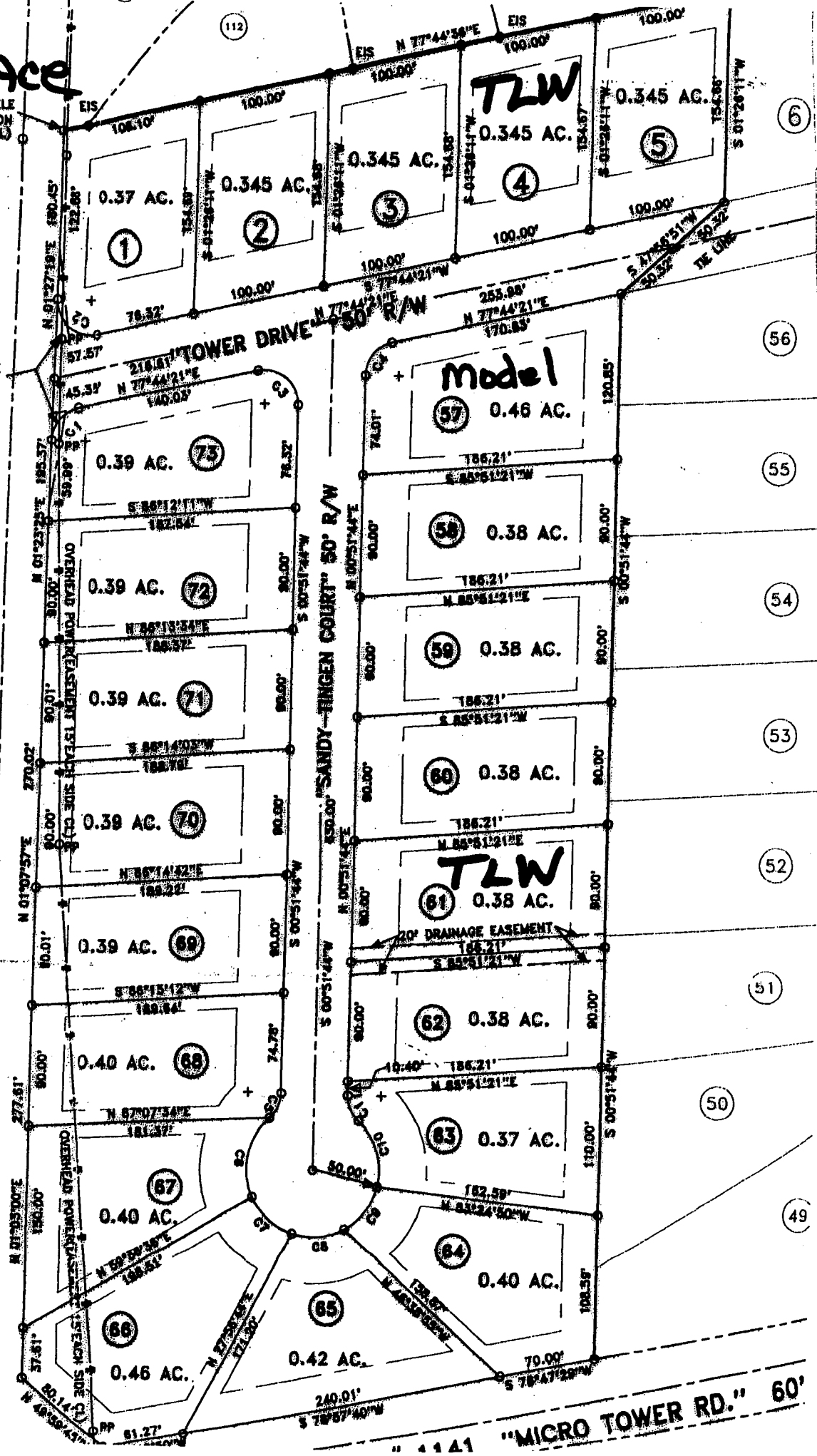
Developed using  from [ESRI](#) by [ROK Technologies, Inc.](#), authorized ESRI developer.

Tingen Place

EX. IRON AXLE
HELD IRON
(CONTROL)

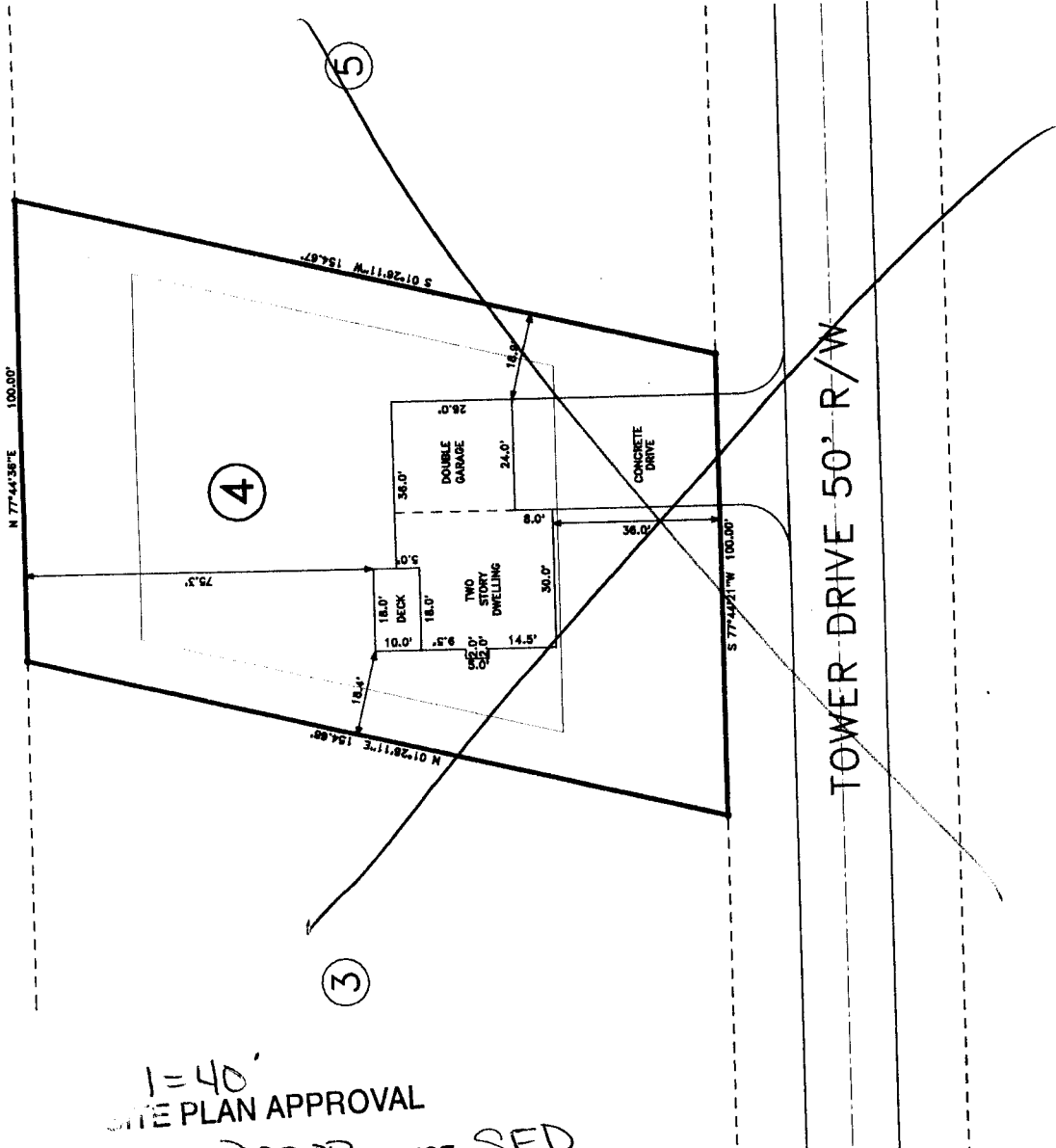
21 Lots
For Sale

NCSR # 1139 "TINGEN RD." 50' R/W



NORTH REFERENCE MAP NO. 2006-375

MINIMUM BUILDING SET BACKS
 FRONT YARD — 35'
 REAR YARD — 35'
 SIDE YARD — 10'
 CORNER LOT SIDE YARD — 20'
 MAXIMUM HEIGHT — 35'



TOWER DRIVE 50' R/W

1"=40'
 SITE PLAN APPROVAL
 DISTRICT RA302 USE SFD
 BEDROOMS 3
Michael A. Duggan
 Zoning Administrator

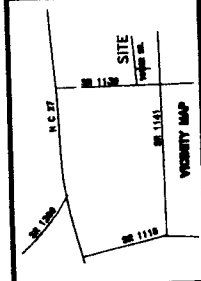
(57)

BENNETT SURVEYS, INC.
 1662 CLARK RD., LILLINGTON, N. C. 27546
 (910) 893-5252

FIELD BOOK
 SURVEYED BY: _____
 DRAWN BY: MRB
 CHECKED & CLOSURE BY: MRB
 DRAWING NO. 06707

SURVEY FOR:
PROPOSED PLOT PLAN - LOT 4
TINGEN PLACE S/D - PHASE ONE

TOWNSHIP BARBEQUE COUNTY HARNETT
 STATE: NORTH CAROLINA DATE: OCTOBER 2, 2006
 ZONE RA-20R WATERSHED DISTRICT TAX PARCEL ID# P I N #



MAP REFERENCE 2006-375