

Initial Application Date: 10/30/08

Application # 0850021182

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

LANDOWNER: Boj Tingen Place, LLC Mailing Address: 108 Thomas Mill Road Suite 105

City: Holly Springs State: NC Zip: 27540 Home #: 919-656-6900 Contact #: Rick Murray

APPLICANT: Blackwell Homes, Inc Mailing Address: P.O. Box 427

City: Morris State: NC Zip: 27552 Home #: _____ Contact #: 919-606-4696

*Please fill out applicant information if different than landowner

PROPERTY LOCATION: Subdivision: Tingen Place Lot #: 55 Lot Size: 417

Parcel: 039597003350 PIN: 9596-19-4479.000

Zoning: R20P Flood Plain: X Panel: - Watershed: NA Deed Book&Page: 02104/0611 Map Book&Page: 2007P198

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 WEST LEFT
on Tingen Road LEFT on Tower Drive Right on Mill
Court Lot 55 on Right

PROPOSED USE:

- SFD (Size 57 x 47) # Bedrooms 3 # Baths 2 Basement (w/wo bath) _____ Garage 2 Deck 10x16 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) **MUST** have operable water before final

Sewage Supply: New Septic Tank (Must 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 Manufactured Homes Other (specify)

Required Residential Property Line Setbacks:		Comments:
Front	Minimum <u>35</u> Actual <u>36</u>	
Rear	<u>25</u> <u>102</u>	
Side	<u>10</u> <u>13</u>	
Sidestreet/corner lot	<u>20</u>	
Nearest Building on same lot	<u>6</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.

CD Blackwell
Signature of Owner or Owner's Agent

10/30/08
Date

****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

SITE PLAN APPROVAL

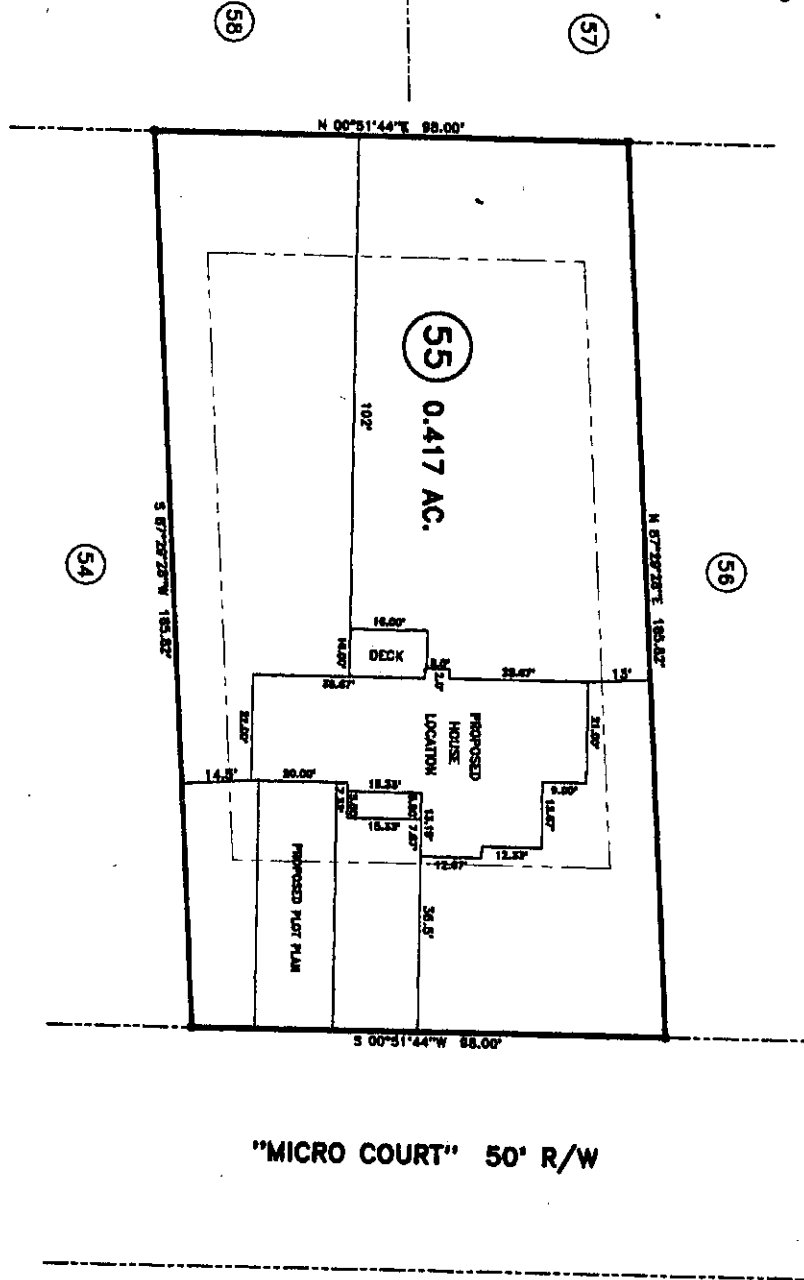
DISTRICT BA20B USE SEO

#BEDROOMS 3

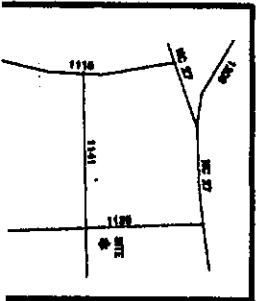
Date 10/30/08
 Zoning Administrator [Signature]

MAP REFERENCE: MAP NO. 2007-898

REQUIREMENTS SET FORTH IN
 FRONT YARD 30'
 SIDE YARD 10'
 CORNER LOT SIDE YARD 50'
 REAR YARD 10'



"MICRO COURT" 50' R/W



SURVEY FOR:
 PROPOSED PLOT PLAN - LOT - 55
 TINGEN PLACE S/D, PHASE TWO

TOWNSHIP BARBEQUE COUNTY HARNETT
 STATE: NORTH CAROLINA DATE: OCTOBER 29, 2008

BENNETT SURVEYS, INC.
 1562 CLARK RD., LILLINGTON, N.C. 27346
 (910) 893-8252

SCALE: 1" = 40'
 SURVEYED BY: [Signature]
 DRAWN BY: RYB

JOB NO. 05493

OWNER NAME: Blackwell Homes

APPLICATION #: 21182

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?
- 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?
- 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.

U.D. Blackwell
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10/30/08
DATE

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT made this 28th day October, 2008 by and between Blackwell Homes, Inc., and/or its assigns ("Buyer"), and B&J Tingen Place, LLC. ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Property":** Lots 9 and 55 Tingen Place Subdivision.

- \$48,000. (b) **"Purchase Price"** shall mean the sum of Fourty Eight Thousand dollars, made payable based on the following terms.

- \$1,000 (i) **"Earnest Money"** shall mean One Thousand Dollars. Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with Kelly & West Attorneys, Lillington, NC, to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9 herein.

- (ii) **"Proceeds of a new Loan"** in the amount equal to the purchase price minus the earnest money, plus or minus, for a term of 20 years, at an interest rate not to exceed 9% per annum with mortgage loan discount points not to exceed 1% of the loan amount; Buyer shall pay all costs associated with any such loan.

- (c) **"Closing"** within 15 days of the end of the Examination Period

- (d) **"Broker"** shall mean:
N/A

- (e) **"Examination Period"** shall mean the period beginning on the date hereof and extending for Thirty (30) days after this Agreement is fully executed

- (f) **"Intended Use"** shall mean the use of the Property for the following purposes:
Residential.

(g) **"Seller's Notice Address"** shall be as follows:
108 Thomas Mill Road Suite 105 Holly Springs, NC 27540
Except as it may be changed pursuant to Section 10.

(h) **"Buyer's Notice Address"** shall be as follows:
P.O. Box 427 Mamers, NC 27552
Except as it may be changed pursuant to Section 10.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing on a calendar year basis. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance and survey.

Section 3. Sale of Property: Seller agrees to sell the Property for the Purchase Price set forth on page 1.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

Section 5. Title: Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on **Exhibit C** attached hereto ("Permitted Exceptions").

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before November 30, 2008, effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller upon receipt of lender's decision.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money

- (c) **Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(e). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (d) **Intended Use:** Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.
- (e) **Same Condition:** If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear accepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.
- (f) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting there from. Except as provided in Section 6(c) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If during the Examination Period, Buyer determines that the feasibility of the Property, any aspect of the Property or matter in any way related thereto is not, for any reason whatsoever, satisfactory to Buyer, in Buyer's sole discretion, Buyer may terminate this Contract by written notice to Seller. Upon termination of this Contract by said notice, the Earnest Money shall be returned to Buyer within thirty days and thereupon the parties shall be released and relieved

of all further rights, obligations and liabilities hereunder except those, which expressly survive the termination of this Contract.

(g) Survey: Buyer shall obtain a boundary survey for the Property at their expense, if they so choose.

Section 7. Risk of Loss/Damage Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 8. Earnest Money Disbursement. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. Should Buyer terminate this Agreement with written notice per Section 6(f) above, the Broker shall immediately, without further written instrument from Seller or Buyer, return Earnest Money to the Buyer. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 9. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein.

Section 10. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 11. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 12. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE (Insert "None" or the identification of such assessments, if any). Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NONE. This parcel is subject to a Road Maintenance Agreement in which buyer shall bear 1/3 of the costs of the road maintenance.

(b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

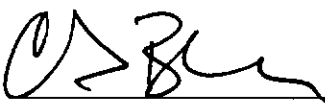
Section 13. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 15. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

BUYER:

SELLER:

By:  (SEAL)

Printed Name: Blackwell Homes, Inc.

Title: Charles D. Blackwell, President

Date: October 28, 2008

By:  (SEAL)

Printed Name: Nathan Evans

Date: October 28, 2008