

Initial Application Date: 1.29.07

Application # 07-50016719

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: Norman Wallace Mailing Address: 8406 NC Hwy 27 W
City: Lillington State: NC Zip: 27546 Phone #: 910 893-2289
APPLICANT: Wilma & Rodney Howell Mailing Address: 5413 Plum Ln
City: Blytheville State: AR Zip: 72315 Phone #: 870-532-0637

PROPERTY LOCATION: SR #: 1295 SR Name: Rad St. Suitt Rd.
Parcel: 13-0610-0363-28 PIN: 0518-01-0531
Zoning: RA30 Subdivision: BEAGLE RUN P1.2 Lot #: 14 Lot Size: 100x247
Flood Plain: _____ Panel: _____ Watershed: _____ Deed Book/Page: OTP Plat Book/Page: 99-408

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 Right on Spring Hill Church Rd
Left on Suitt Left on Rad St, 1st Lot on Right

PROPOSED USE:

- SFD (Size ___ x ___) # Bedrooms ___ # Baths ___ Basement (w/wo bath) ___ Garage ___ Deck ___ Crawl Space / Slab
 - Multi-Family Dwelling No. Units ___ No. Bedrooms/Unit ___
 - Manufactured Home (Size 28 x 56) # of Bedrooms 3 Garage 1 Deck 1 8x16 stoop
 - Number of persons per household 2
 - Business Sq. Ft. Retail Space _____ Type _____
 - Industry Sq. Ft. _____ Type _____
 - Church Seating Capacity _____ Kitchen _____
 - Home Occupation (Size ___ x ___) # Rooms _____ Use _____
- Additional Information: _____
- Accessory Building (Size ___ x ___) Use _____
 - Addition to Existing Building (Size ___ x ___) Use _____
 - Other _____

Additional Information: _____
Water Supply: County Well (No. dwellings ___) Other Environmental Health Site Visit Date: _____
Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other
Erosion & Sedimentation Control Plan Required? YES NO

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 1 Other (specify) _____

Required Residential Property Line Setbacks:	Minimum	Actual
Front	35	<u>82'</u>
Rear	25	<u>128'</u>
Side	10	<u>15'</u>
Corner	20	_____
Nearest Building	10	_____

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 or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Carla Edwards
Signature of Owner or Owner's Agent

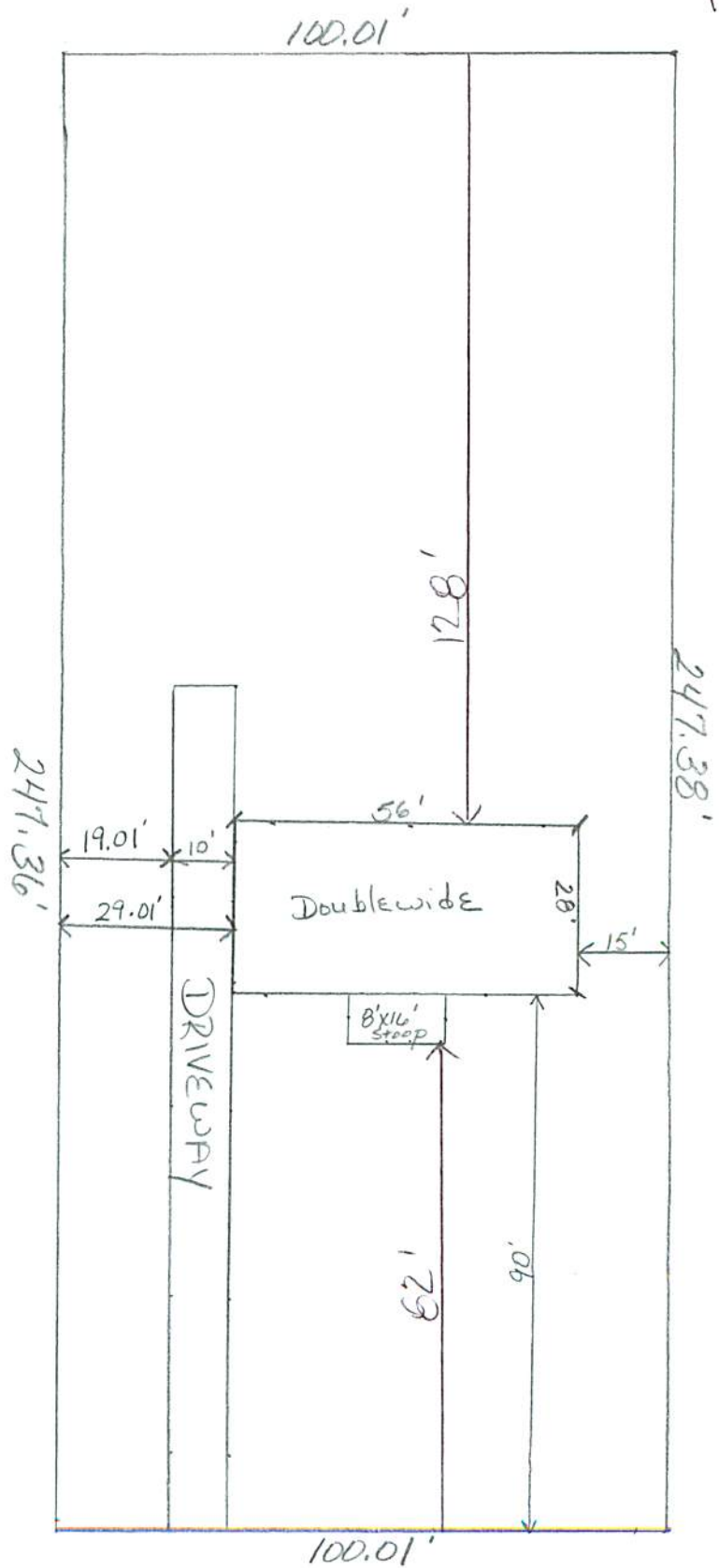
1/29/07
Date

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE APPLICATION

Please use Blue or Black Ink ONLY

1=30



1-11 BEAGLE RUN SUBDIVISION

LOT 11

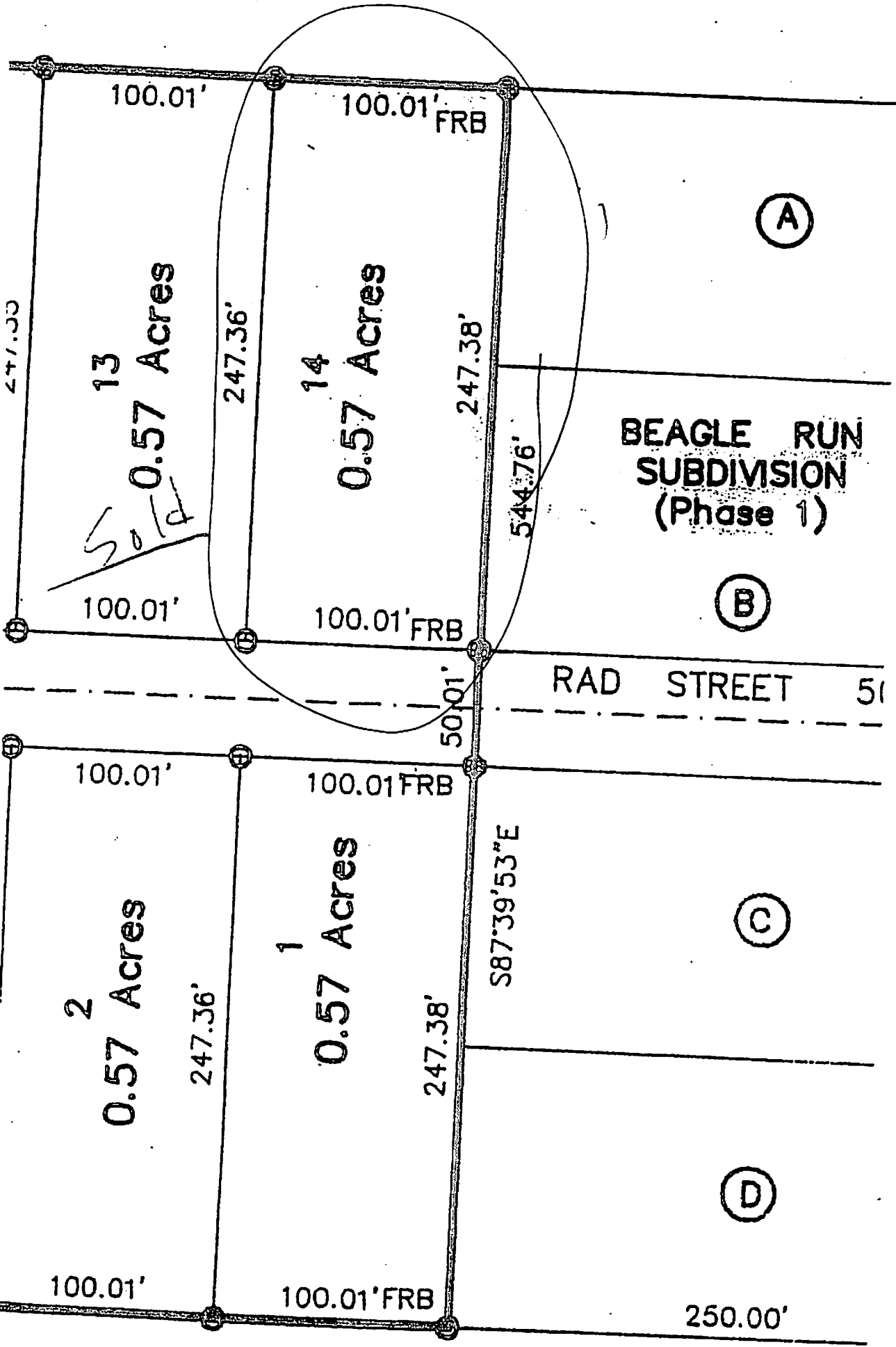
SITE PLAN APPROVAL

DISTRICT RA30 USE LIVNH

#BEDROOMS 3

1-29-07 d. j. m. w. c.
ZONING ADMINISTRATOR

1



247.36

13
0.57 Acres
SOLD

14
0.57 Acres

**BEAGLE RUN
SUBDIVISION
(Phase 1)**

(A)

(B)

(C)

(D)

100.01'

100.01' FRB

247.36'

247.38'

544.76'

100.01'

100.01' FRB

RAD STREET 50'

50.01'

100.01'

100.01' FRB

2
0.57 Acres

1
0.57 Acres

S87°39'53"E

247.36'

247.38'

100.01'

100.01' FRB

250.00'

Applicant: Wilma & Rodney Howell

OWNER NAME: Norman Wallace

APPLICATION #: _____

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.

Cala Emmons
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

1/29/07
DATE

Harnett County Central Permitting Department
PO Box 65, Lillington, NC 27546
910-893-7525

[Handwritten mark]

Environmental Health New Septic Systems Test
Environmental Health Code 800

- Place "property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- 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.
- 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. *No grading of property should be done.*
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 and give code **800** for Environmental Health confirmation. **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 permits.

Environmental Health Existing Tank Inspections
Environmental Health Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road. Follow above instructions for placing flags on property.
- 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 910-893-7525 and give code **800** for Environmental Health confirmation. **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.

Health and Sanitation Inspections

- After submitting plans for food and lodging to Central Permitting, please allow approximately 7-10 working days for plan status. Use Click2Gov or IVR to hear results.
- Once all plans are approved, proceed to Central Permitting for remaining permits.

Fire Marshal Inspections

- After submitting plans for Fire Marshal review to Central Permitting, please allow approximately 7-10 working days for approval. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- Fire Marshal's letter must be placed 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.

[Handwritten mark]

Building Inspections

- After submitting plans for Building Inspections, please allow approximately 3 working days for review. Use Click2Gov or IVR to hear results. Once all plans are approved, proceed to Central Permitting for permits.
- For new housing/set up permits must meet E 911 / Addressing guidelines prior to scheduling final inspection.
- Use Click2Gov or IVR to hear results.

[Handwritten mark]

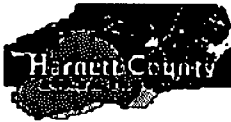
E911 Addressing

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 910-893-7525 and give code **814** for address confirmation. This must be called in even if you have contacted E911 for verbal confirmation. Check Click2Gov for results and address.

• Inspection results can be viewed online at <http://www.harnett.org/services-213.asp> then select **Click2Gov**

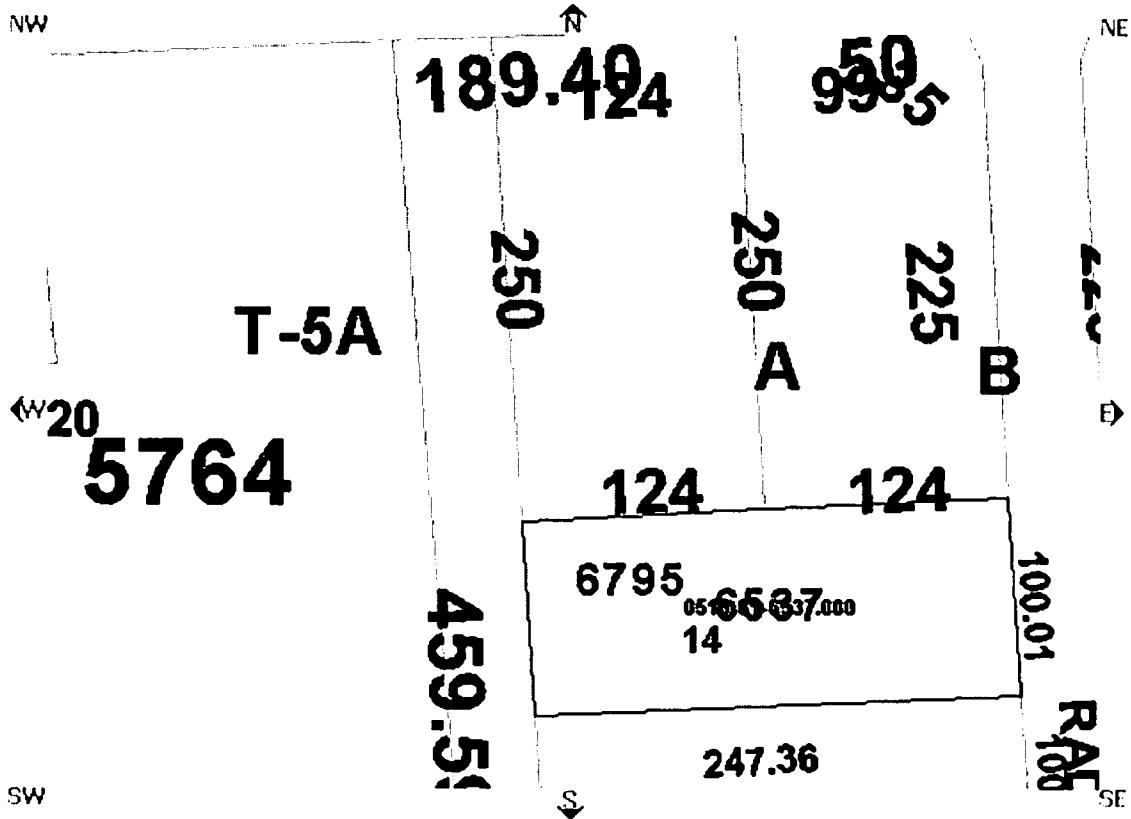
Applicant/Owner Signature *Carla [Signature]* Date 1/29/07



Click on the Map to:

ZoomIn
 ZoomOut
 Recenter Map
 Identify: Tax Parcels

 Zoom Factor: 2X
 Radius Search (feet) 0



Parcel Data
Find Adjoining Parcels

<ul style="list-style-type: none"> Account Number: 001305887000 Owner Name: WALLACE NORMAN LEE SR & WIFE Owner/Address 1: WALLACE PATSY MATTHEWS & Owner/Address 2: Owner/Address 3: 8406 NC HWY 27 WEST City, State Zip: LILLINGTON, NC 275480000 Commissioners District: 1 Voting Precinct: 1301 Census Tract: 1301 Determine Flood Zone(s) In Town: Fire Ins. District: Flat Branch School District: 1 Zoning Code: RA-30 	<ul style="list-style-type: none"> PIN: 0518-61-6537.000 REID: 52311 Parcel ID: 130610 0363 28 Legal 1: LT#14 BEAGLE RUN PH II Legal 2: 57A M#99-408 Property Address: RAD WIS (OFF SUITT RD=SR#1295)ST X Assessed Acres: .57AC Calculated Acres: .57 Deed Book/Page: 01172/0274 Deed Date: 1998/10/09 Sale Price: \$19,000.00 Revenue Stamps: \$ 38.00 Year Built: 1000 Heated Sq. Ft.: Building Value: \$0.00 Land Value: \$16,000.00 Assessed Value: \$16,000.00 Neighborhood Code: 01308
--	--

Map Layers

Draw Layers

Draw selected layers:

Boundary

- Townships
- Tax Parcels
- Aerial Photography 2005
- Aerial Photography 2002
- Fire Tax Districts
- Fire Insurance Districts
- Rescue Districts
- Zoning

Government

- Commissioners Districts
- Voting Precincts
- Census Tracts
- School District

Infrastructure

- Major Roads
- Roads

Physical

- Soils
- Rivers
- Watershed
- Flood Zones

Multi Symbol

Multi Symbol

Draw Layers

MAP Currency

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Harnett County, mapping, and software companies assume no legal responsibility for the information contained on this map or in this website.

Data Effective Date: 1/29/2007 1:00:02 PM
 Current Date: 1/29/2007
 Time: 1:20:17 PM

OFFER TO PURCHASE AND CONTRACT-VACANT LAND/LOT

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 (Form 2A3-T).

Rodney C. & Wilma E. Howell, as Buyer, hereby offers to purchase and Norman Wallace, 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 Lillington (rural), County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address 52 Lot 14, Rad St., Lillington, NC Zip 27546 Subdivision Name Beagle Run Plat Reference: Lot Lot # 14, Block or Section as shown on Plat Book or Slide Cabinet F at Page(s) 605A (Property acquired by Seller in Deed Book 1172 at Page 274).

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 \$ 14,000.00 and shall be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by [] cash [X] personal check [] bank check [] certified check [] other: Realty World/JE Womble & Sons ("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 Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. 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) \$ n/a, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) \$ n/a, 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) \$ n/a, 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) \$ n/a, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) \$ 13,500.00, BALANCE of the purchase price in cash at Closing.

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: n/a loan at a [] Fixed Rate [] Adjustable Rate in the principal amount of n/a for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a 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 before n/a 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



Buyer Initials WES Seller Initials R. C. & W. E.

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 residential 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 \$ none per _____.

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 \$ none 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 2-28-07

at a place designated by Buyer. The deed is to be made to Rodney Howell & Wilma Howell

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.

Buyer Initials WES Seller Initials R-H-W

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. 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 2-23-07 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 _____ 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 2-23-07, 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 2-23-07 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 n/a. 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 _____, 20____, 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 a 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.

Buyer Initials WES Seller Initials D. L. W.

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.) *n/a*

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.

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.

Date: 1-27-07 Date: _____
Buyer Rodney C. Howell (SEAL) Seller Norman Wallace (SEAL)
Rodney C. Howell *Norman Wallace*

Date: 1-27-06 Date: _____
Buyer Wilma E. Howell (SEAL) Seller _____ (SEAL)
Wilma E. Howell

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

Date 1-27-07 Firm: JE Womble & Sons
By: Fred Cummings
(Signature) *Fred Cummings*

Selling Agent/Firm/Phone Fred Cummings - Realty World/JE Womble & Sons
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone (same)
Acting as Seller's (sub)Agent Dual Agent

9613343

This Deed Prepared by Reginald B. Kelly, Attorney at Law

Revenue:
Out of Parcel #: _____

HARNETT COUNTY, N.C.
FILED DATE 10-9-96 TIME 10:54am
BOOK 1172 PAGE 244-246
REGISTER OF DEEDS
GAYLE P. HOLDER

NO TITLE CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

WARRANTY
DEED

This WARRANTY DEED is made the 4th day of October, 1996, by and between SAMUEL R. MATTHEWS and his wife, KATHERYN H. MATTHEWS of 6210 Greenville Sound Road, Wilmington, North Carolina 28409 (hereinafter referred to in the neuter singular as "the Grantor") and NORMAN LEE WALLACE, SR., and his wife, PATSY MATTHEWS WALLACE of Route 5, Box 322, Lillington, North Carolina 27546 (hereinafter referred to in the neuter singular as "the Grantee"):

WITNESSETH:

THAT said Grantor, for valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto said Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land situate, lying and being in Upper Little River Township of said County and State, and more particularly described as follows:

Being all of that certain tract T-4 containing 13.60 acres according to that certain survey for Conrad B. Matthews and wife, Elma E. Matthews "Division of Heirs" prepared by Dowell S. Hakes, RLS, dated July 10, 1996, and filed for recordation in Plat Cabinet #F, Slide 605-A, Harnett County Registry.

TO HAVE AND TO HOLD the above-described lands and premises, together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors, administrators and assigns forever, but subject always, however, to the limitations set out above.

KELLY & WEST
ATTORNEYS AT LAW
100 S. MAIN STREET
P.O. BOX 1118
WILMINGTON, NC 27402
910-341-6181
FAX 910-341-6034

HARNETT COUNTY NC
10/10/96
\$38.00
Real Estate
Excise Tax

HARNETT COUNTY TAX ID #
18-0610-0363-07
BY [Signature]

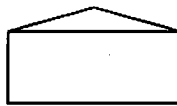
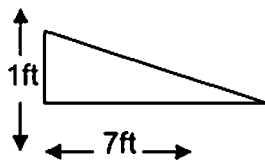
PROCEDURES AND GUIDELINES FOR MANUFACTURED HOME INSPECTIONS

RA-20R Criteria Certification

I, CARLA Emmons, understand that because I'm located in a
(Print Name)

RA-20R Zoning District and wish to place a manufactured home in this district I must meet the following criteria before I will be issued a certificate of occupancy for this home.

1. The home must have a pitched roof, for a manufactured home, whether A-shaped or rounded, which has a minimum rise of twelve (12) inches for every seven (7) feet of width. (See diagram)



A-Shaped



Rounded

Note: Most Rounded Roofs will not meet this requirement!

2. The home must be underpinned, the underpinning must be installed in good workmanship-like manner along the entire base of a manufactured home, except for ventilation and crawl space requirements, and consisting of the following: metal with a baked-on finish of uniform color; a uniform design and color vinyl; or brick, cinder block, and stone masonry as well as artificial stone masonry.
3. The homes moving apparatus removed, underpinned or landscaped.

Carla Emmons
*Signature of Property Owner/Agent

1/29/07
Date

***By signing this form the owner/agent is stating that they have read and understand the information on this form**