

4030 WILD NURSERY CT

10515337

12/31/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2464B DATE: 2-4-99

TC: 105-153-34 PO ☒ L ☒ CRT

SERIAL Nº 17940

(102)

Name of Owner TRINA HAY Juris.:

Address of Property WILD NURSURY COURT, PRESTON FOREST, LOT 1

Inspection Data:

Tank Material PCC

Total Length of Drainfield 533
W/BIT LINE 3 621'

Number of Lines 4 @ 87

Cover Depth 12"

Water Supply Source MUNICIPAL

Distance to Water Source 210'

Excavation Inspected 2-4-99

Tank(s) Inspected 2-4-99

Wash Line Inspected 2-4-99

High Water Alarm Inspected NA

SEE INSTALLATION PERMIT

PLOT

Design 1500 ST 783 SFT 12C W/BIT LINE 3 LINES @ 62' CTR# WJ. NORWOOD

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired
☒ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: TYPE II

Environmental Health Specialist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

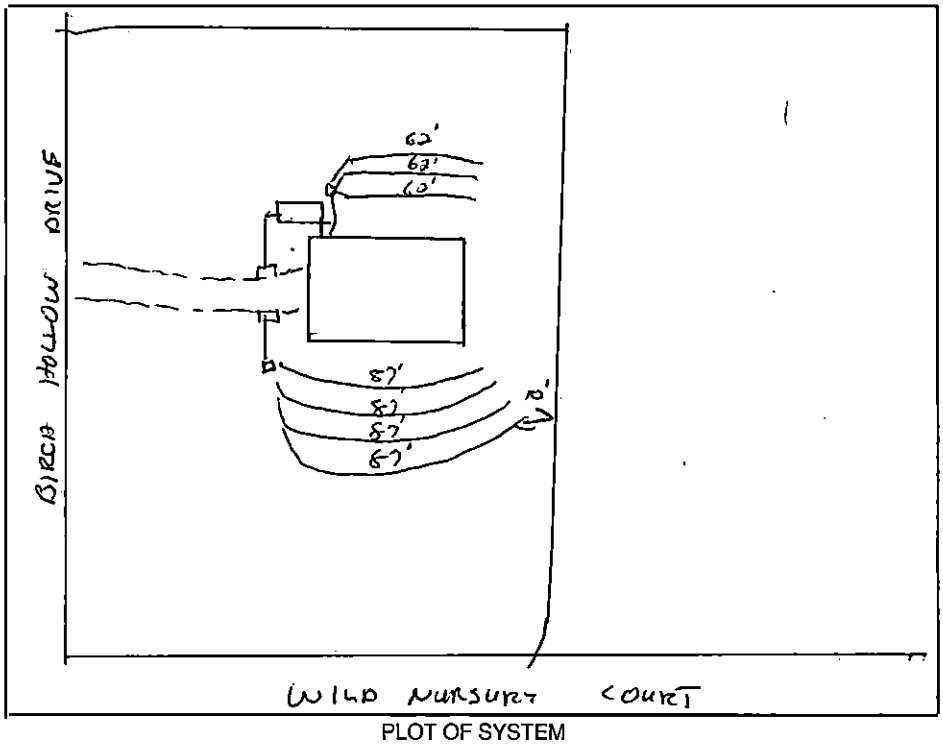
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

2464B
FILE: ~~2382B~~ DATE: 1-19-99

TC: 105 - 153 - 34 PO ☒ L

SERIAL Nº 17990

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated _____. All work shall be completed on or before 3-19-99, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 533 feet

Number of Lines 7

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well 100' feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER TRINA D. HAY

LOCATION OF PROPERTY WILD NURSERY CT, PRESTON FOREST, LOT #1

Comments: (1) PIPE UNDER DRIVE TO BE SLEEVED IN SCHEDULE 80'

(2) WASH BOX TO BE INSTALLED

Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

to CLK # 2402

FEE: 200 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 8/4/98 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 7/30/98 **PERMIT NO:** 2464R
4030 **PARCEL NO:** 105-153-3400

JOB LOCATION ADDRESS: WILD NURSERY CT.
PROPERTY OWNER: TRINA HAY
BUILDING CONTRACTOR: BRIAN SPEARS
SUBDIVISION NAME: PRESTON FORKS JE LOT 1
AUTHORIZATION ISSUED BY: John A. Urch **DATE:** 7/30/98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2464R, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

X Brian J. Spears 8-4-98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Mecklenburg County
Health Department

TELECOPIER TRANSMITTAL COVER SHEET

NOTICE

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

TO: BRANDI TELECOPIER # 843-1250

FROM: D. Cook DATE _____

NUMBER OF PAGES TRANSMITTED: 1 (including cover sheet)

COMMENTS:

BRANDI, THE FILE # ON 1ST FAX IS WRONG - FILE # SHOULD BE 04648

If you do not receive all pages, please call us as soon as possible at the following number: (704)336-5102.

☐ Original will not follow ☐ Original will follow via:

☐ U.S. Mail ☐ Hand Delivery ☐ _____

Environmental Health Division
700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2464B

Tax Number: 105 155 54P0

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1610 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
NO Serviced by private well	1500 Gallon septic tank	534 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone		
Any surface waters present: NO Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: Seperate washer lines 3 lines x 62'long x 3'wd x 12"stone, septic lines 4 lines x 87'long x 3'wd x 12"stone. Municipal water				
Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1610 Absorption Area (Sq ft) 534 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department
- This Improvement permit is transferable.

Philo S. Walker RS. 4/23/98
DEHNR Authorized Agent Date

Willie Hay 4/23/98
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL, HEALTH,
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

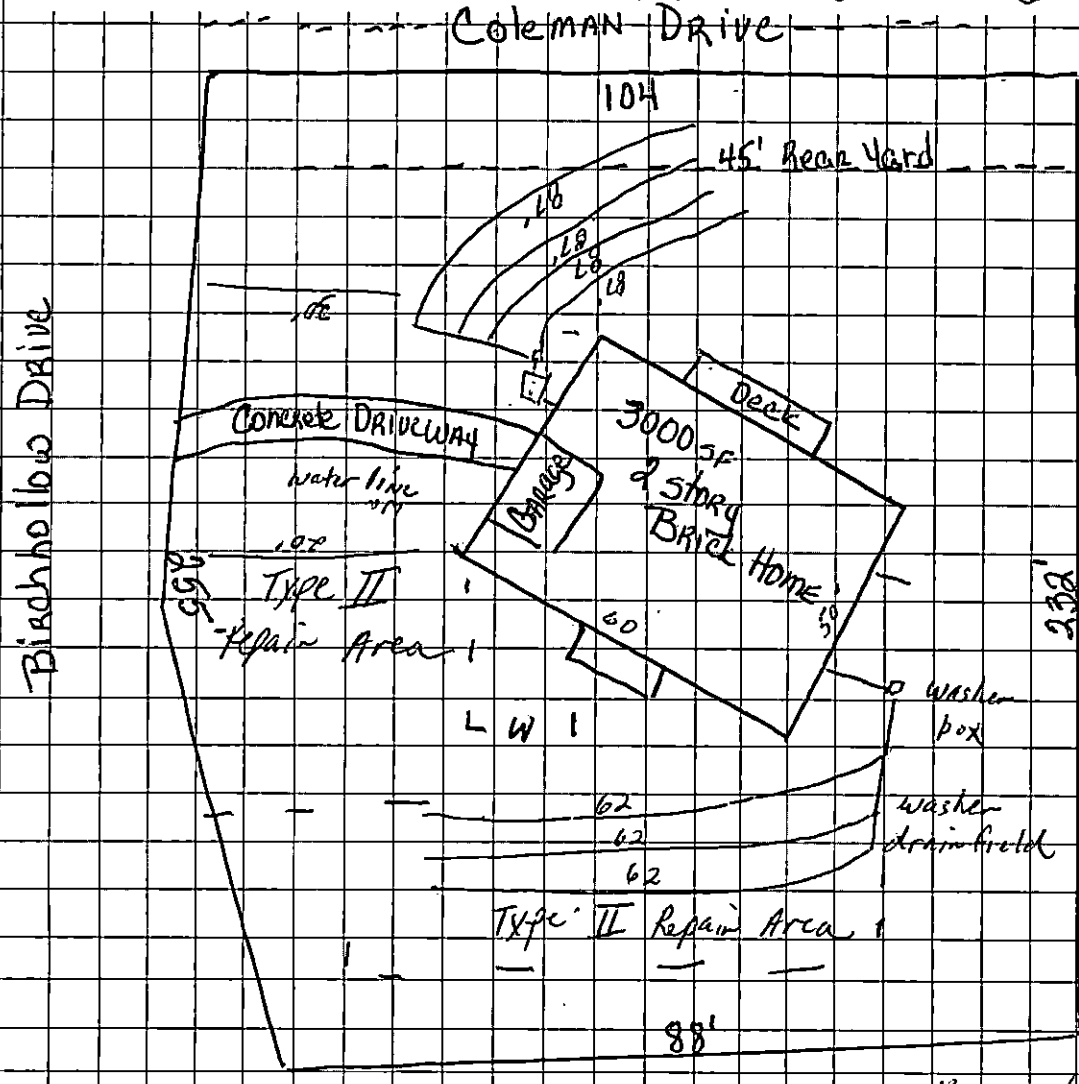
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2464B

TC: 105-153-34PO

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



COMMENTS

4 Bedroom House
1500 SF
septic line 4 lines
x 87' long x 3' wd
x 12" stone 348 TLF
washer line 3 lines
x 62' long x 3' wd
x 12" stone 186 TLF
348 + 186 = 534 TLF
Type II Repair Area.
Municipal Water
Keep septic system
>10' from water
lines and >50'
from any well;
20' from front
left house corner
to left property
line

Keep septic system >50' from neighbors well

Willie Hay
4/23/98

Irma B. Hay
OWNER/AGENT SIGNATURE

DATE 4/ /98

APPROVAL DATE Philo S. Walker R.S.
4/23/98

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy



FEE: $100.00 CK # 3767 DATE: 4-7-98

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

[ ] CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 24648

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10515333 : 105-153-34 00

STREET ADDRESS: Lot 1 Wild Nursery Court 4030

SUBDIVISION OR MOBILE HOME PARK NAME: Preston Forest, Phase II

LOT NUMBER: 1

TOWNSHIP (CHECK ONE):

✓ 0 MECKLENBURG	__ 4 PINEVILLE
__ 1 CHARLOTTE	__ 5 MATTHEWS
__ 2 DAVIDSON	__ 6 HUNTERSVILLE
__ 3 CORNELIUS	__ 7 MINT HILL

CLOSING DATE _____

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)	__ MODULAR HOME (M)
__ DOUBLE WIDE (D)	__ MULTIPLE FAMILY (U)
✓ HOUSE (H)	__ OTHER (O)

HEATED SQUARE FOOTAGE: 3,000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT ON SLAB	__ WITH BASEMENT /PLUMBING
✓ CRAWL SPACE	__ WITH BASEMENT /NO PLUMBING

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)	✓ MUNICIPAL (M)	__ PRIVATE WELL (P)
__ SHARED WELL (S)	__ OTHER 'SPRINGS' (O)	

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES	__ YES __ NO	WELL, SPRINGS OR WATERLINES	__ YES __ NO
EXISTING WASTEWATER SYSTEMS	__ YES __ NO	DESIGNATED WETLANDS	__ YES __ NO
EASTMENTS OR RIGHT-OF-WAYS	__ YES __ NO		

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Hay (FIRST) Trina (MI) Bal/Prospective Buyer	NAME: (LAST) (FIRST) (MI)
ADDRESS: 10900 Jardin Way	DAYTIME PHONE: ( ) -
CITY: Charlotte STATE: NC. ZIP: 28215	Starnes, William Douglas
DAYTIME PHONE: (704) 763-0123	3925 Billingham Ln 28215

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Trina B. Hay DATE: 4/ /98

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

PROPOSED PLOT PLAN

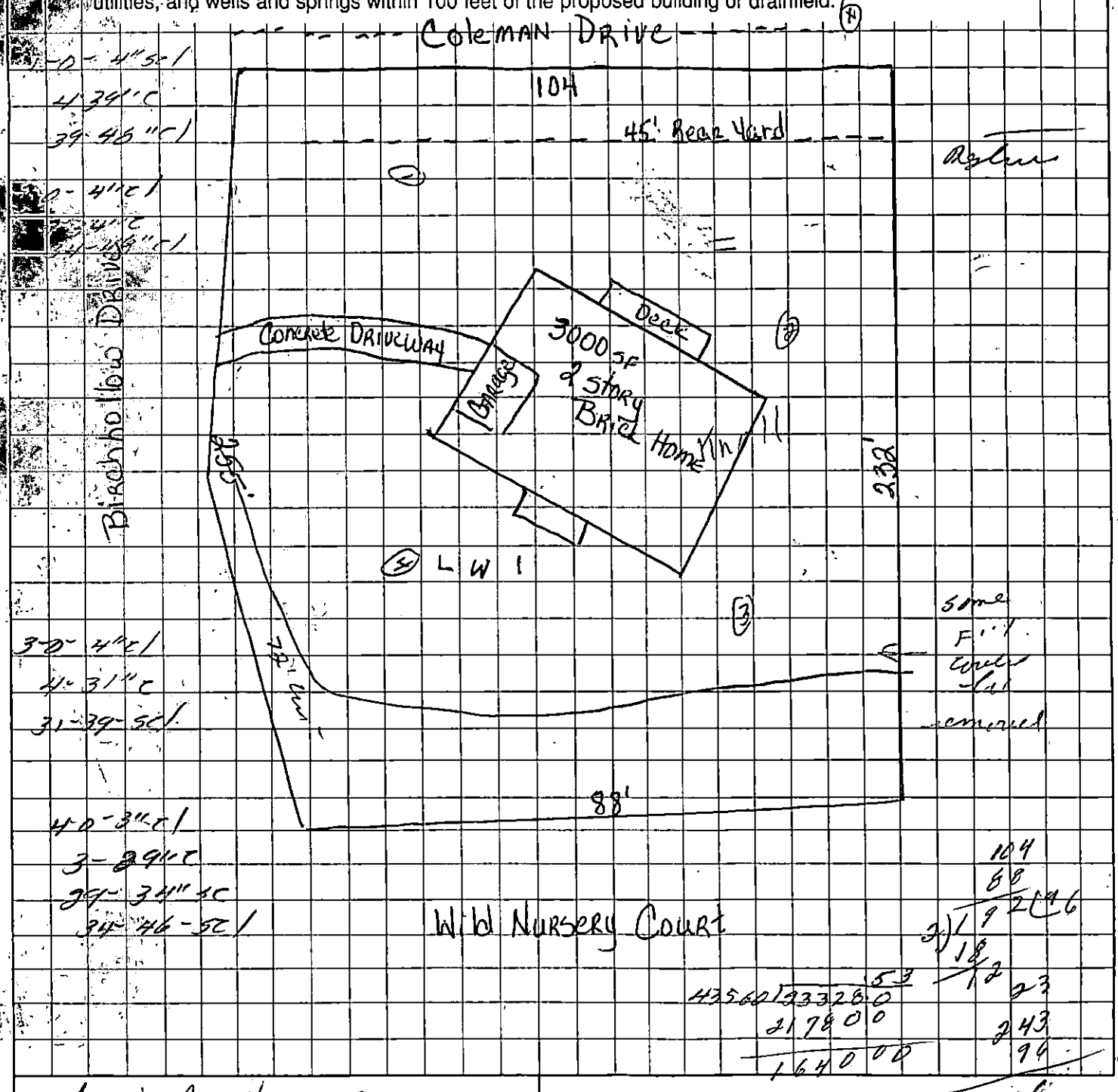
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HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2464B

TC: 105-153-34PC

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



104
68
2)172
86
12
23
243
99
1458
2187
23328

Irma B. Hay
OWNER/AGENT SIGNATURE

DATE 4/ /98

APPROVAL DATE _____

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

#2

Sheet 1
PROPERTY ID #: RO 105-153-3
Lot # : 1
File # : 24648

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: William D. Sturner
APPLICANT: Triune Way
ADDRESS: 3925 Bellingham Lane Charlotte, NC 28215
DATE EVALUATED: 4-20-98
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 460gpd
PROPERTY SIZE: .53
LOCATION OF SITE: Wild Nursery Terrace
PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slope 3 4-17-2 .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/sr/l	Fr/SEXPl/SS/SP	>48" TO soil wetness	48"	N/A	None	PS .39/F2 IV
		4-39"	SBK/C	F/SEXPl/SP					
		39-48"	SBK/CL	Fr/SEXPl/SS/SP					
2	LS	0-4"	gr/cl	Fr/SEXPl/SS/SP	>48" TO soil wetness	46"	N/A	None	PS .39/F2 IV
		4-34"	SBK/C	F/SEXPl/SP					
		34-48"	SBK/CL	Fr/SEXPl/SS/SP					
3	LS	0-4"	gr/cl	Fr/SEXPl/SS/SP	>39" TO soil wetness	39"	N/A	None	PS .39/F2 IV
		4-31"	SBK/C	F/SEXPl/SP					
		31-39"	SBK/CL	Fr/SEXPl/SS/SP					
4	LS	0-3"	gr/cl	Fr/SEXPl/SS/SP	>46" TO soil wetness	46"	N/A	None	PS .39/F2 IV
		3-29"	SBK/C	F/SEXPl/SP					
		29-34"	SBK/SC	F/SEXPl/SP					
		34-46"	SBK/ SCL	Fr/SEXPl/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	NS
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.A. Marlin 4-20-98
OTHER(S) PRESENT: LSS

COMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
I (Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
I (Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)				
(Ridge)		SCL (Sandy Clay Loam)			MOIST	WET
(Shoulder Slope)		SLC (Silt Loam Clay)				
(Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SIC (Silty Clay)			FI (Firm)	S (Sticky)
					VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None		EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

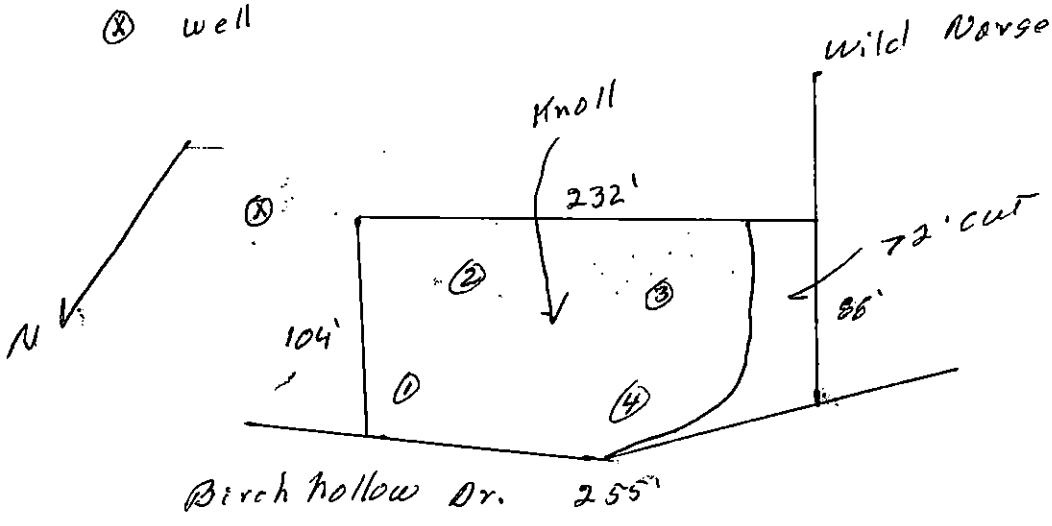
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

2464B



residential purposes.

(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 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.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no 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.

7. **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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) 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 0.

8. **CLOSING EXPENSES:** 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. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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.

11. **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.

7. **DURATION OF DUAL AGENCY:** The term of this Agreement shall commence when this document is executed by Seller, Buyer, and Broker and, unless extended by written agreement of all the parties, shall automatically terminate upon (a) the closing of the sale of the Property , whichever occurs first. In the event that Seller and Buyer do not enter into an agreement for the transaction described in any agreement between Seller and Buyer is , Buyer in addition.

COPY

7. DURATION OF DUAL AGENCY: The term of this Agreement shall commence when this document is executed by Seller, Buyer, and Broker and, unless extended by written agreement of all the parties, shall automatically terminate upon (a) the closing of the sale of the Prop or (b) midnight, _____, whichever occurs first. In the event that Seller and Buyer do not enter into an agreement for th purchase and sale of the Property, or in the event that the purchase and sale transaction described in any agreement between Seller and Buye terminated, Broker may terminate its Dual Agency role and this Agreement by mailing written notice thereof to Seller and Buyer. In additio Buyer may terminate this Agreement at any time prior to the complete execution of an agreement for the purchase and sale of the property b giving Seller and Broker written notice that Buyer is no longer interested in purchasing the property. Seller may terminate this Agreement a time prior to the complete execution of an agreement for the purchase and sale of the Property by giving Buyer and Broker written notice th Seller is no longer interested in negotiating with Buyer for the purchase and sale of the Property.

*8. **The broker shall conduct all his brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any buyer, prospective buyer, seller or prospective seller.***

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY AGREEMENT THAT MAY ULTIMATELY RESTRICT YOU LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer, Seller and Broker each hereby acknowledges receipt of a signed copy of this Dual Agency Agreement:

Willie L Hay 3/16/98
Buyer Date

Seller Date

Irma B. Hay 3/16/98
Buyer Date

Seller Date

Coldwell Banker, Harbour
Broker (Selling Firm)

Broker (Listing Firm)

Louise Knudsen 3/16/98
By: Selling Sales Associate Date

By: Listing Sales Associate Date

DESCRIPTION OF AGENT DUTIES AND RELATIONSHIPS

Before you begin working with any real estate agent, you should know who the agent represents in the transaction. Every listing agreement, buyer agency agreement or other agreement for brokerage services in a real estate sales transaction in North Carolina must c "Description of Agent Duties and Relationships" *[N. C. Real Estate Commission Rule 21 NCAC 58A . 0104(c), eff. 7/1/95]*. Real estate age carefully review this information with you prior to entering into any agency agreement.

AGENT'S DUTIES

When you contract with a real estate firm to act as your agent in a real estate transaction, the agent must help you obtain the best price a possible, whether you are the buyer or seller. The agent also owes you the duty to:

- Safeguard and account for any money handled for you
- Act with reasonable skill, care and diligence
- Be loyal and follow reasonable and lawful instructions
- Disclose to you any information which might influence your decision to buy or sell

...ent does not represent you, the agent must still be fair and honest and disclose to you all "material facts" which the age ...to defects or other conditions affecting the property, or if it may influence you ...*the seller will accept, nor does it requi*

buy or sell. *This does not require ...*
agent to disclose to the seller the maximum price the buyer will pay.

AGENTS WORKING WITH SELLERS

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in findi
his property. The listing agreement should state what the seller will pay the listing firm for its services, and it may require
the seller to pay the firm no matter who finds the buyer.

The listing firm may belong to a listing service to expose the seller's property to other agents who are members of the service. Some
of those agents may be working with buyers as buyer's agents; others will be working with buyers but still representing the sellers'
agent or "subagent." When the buyer's agents and seller's subagents desire to share in the commission the seller pays to the listing fi
agent may share the commission with the seller's permission.

AGENTS WORKING WITH BUYERS

A buyer may contract with an agent or firm to represent him (as a buyer's agent) or may work with an agent or firm that represents
the seller (as a seller's agent or subagent). All parties in the transaction should find out at the beginning who the agent working with
the buyer represents.

If a buyer wants a buyer's agent to represent him in purchasing a property, the buyer should enter into a "buyer agency agreement"
The buyer agency agreement should state how the buyer's agent will be paid. Unless some other arrangement is made,
which is satisfactory to the parties, the buyer's agent will be paid by the buyer. Many buyer agency agreements will also obligate
the buyer to pay the buyer's agent no matter who finds the property that the buyer purchases.

A buyer may decide to work with a firm that is acting as agent for the seller (a seller's agent or subagent). If a buyer does not ente
into a buyer agency agreement with the firm that shows him properties, that firm and its agents will show the buyer properties as a
agent or subagent working on the seller's behalf. Such a firm represents the seller (not the buyer) and must disclose that fact to the
buyer.

A seller's agent or subagent must still treat the buyer fairly and honestly and disclose to the buyer all materials facts which the
reasonably should know. The seller's agent typically will be paid by the seller. If the agent is acting as agent for the seller,
the buyer should be careful not to give the agent any information that the buyer does not want the seller to know.

DUAL AGENTS

A real estate agent or firm may represent more than one party in the same transaction only with the knowledge and consent of all
the agent acts. "Dual Agency" is most likely to occur when a buyer represented by a buyer's agent wants to purchase a
property listed by that agent's firm. A dual agent must carefully explain to each party that the agent and the agent's firm are also
for the other party.

In any dual agency situation, the agent must obtain a written agreement from the parties which fully describes the obligations o
agent's firm to each of them.

... both sellers and buyers. This means that it is possible that a buyer we re... represent. When that occurs, the agent and

OFFER TO PURCHASE AND CONTRACT

COPY

Willie L Hay & Trina B. Hay, as Buyer, hereby offers to purchase and Stevens Enterprises Inc, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address Lot 10 Wild Nursery Zip 28215
Legal Description:
(☐ All ☒ A portion of the property in Deed Reference: Book 6346, Page No. 544, County.)
NOTE: Prior to signing the Offer to Purchase and Contract, 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. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
none

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: none

4. **PURCHASE PRICE:** The purchase price is $36,500 and shall be paid as follows:
(a) $500, EARNEST MONEY DEPOSIT by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by Coldwell Banker, Ehouse as 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 returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies 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 contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies 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 .
(c) $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.
(d) $N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $36,000, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before 4/1/98, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other
loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: in the principal amount of 30,000 for a term of 30 year(s), at an interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: none
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan

residential purposes.

(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 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.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no 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

7. 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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) 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 $ ∅ per ∅.

8. CLOSING EXPENSES: 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. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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.

11. 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.

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Irma B. Hay 3/16/98
Buyer Date

Coldwell Banker, Heubner
Broker (Selling Firm)

Louise Knudsen 3/16/98
By: Selling Sales Associate Date

Seller Date

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