Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 7259B WASPS App #: 2583

Primary ES assigned to project: Jeremy Michelone

Secondary ES assigned to project: —

Project Type: New System ☑ Alteration ☐ Repair ☐ Modified Plot Plan ☐

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☑	No ☐	N/A ☐
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☐
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☐	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☐	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: 8/4			
	Were sufficient auger borings made?	Yes ☑	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR .3	Yes ☑	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☐
.1945(b)	Proposed System Type stated-Repair	Yes ☐	No ☐	N/A ☐
130A-336 (a)(3)	System location identifiable by setbacks - Initial	Yes ☐	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown – Initial	Yes ☐	No ☐	N/A ☐
.1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☐

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench depth indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☐	No ☐	N/A ☐
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☐	No ☐	N/A ☐
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☐	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☐
Installation approval issued	Yes ☐	No ☐	N/A ☐
Operation permit issued	Yes ☐	No ☐	N/A ☐
Other related documentation	Yes ☐	No ☐	N/A ☐

Items requiring correction/modification: _____

Comments:

_____

_____

_____

_____

_____

IA issued date: _____

OP issued date: _____

Review performed by: J Walker

Date performed: 9/7/07

7259B

B Marlin

FILE NUMBER: ~~7362B~~

Revised On: August 31, 2007

APPLICATION NUMBER: 2793

SEPTIC FEE: 200.00
DATE: 10/2/07
VISA: 0111237 app

MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES
APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

WELL FEE: _____
DATE: _____

1. SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. JOB LOCATION INFORMATION:

35 PD

TAX PARCEL NUMBER: 015-271-07
STREET ADDRESS: Kerns Rd
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION NAME:
LOT #: 2 LOT SIZE (acres): 7 1/2
TOWNSHIP:

☐ 0-MECKLENBURG ☐ 3-CORNELIUS ☒ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:

BUILDING TYPE:

☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____

HEATED SQUARE FOOTAGE: 3000
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 3

FOUNDATION TYPE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☒ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

7. PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☒ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED)*:

8A. RANK: ☐ ANY TYPE ☑ CONVENTIONAL 1 ☑ ACCEPTED 2 ☐ INNOVATIVE ____ ☐ ALTERNATIVE ____ ☐ OTHER ____

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES	☒ NO	JURISDICTIONAL WETLANDS	☐ YES	☒ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☒ YES	☐ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES	☒ NO

10. PROPERTY OWNER:

NAME: Hecht Development
ADDRESS: 388 N. Hwy 16
CITY: Denver
STATE: NC ZIP: 28037
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704-996-0117 FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

NAME: Danny Edwards
ADDRESS: 388 N. Hwy 16
CITY: Denver
STATE: NC ZIP: 28037
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704-996-0117 FAX:

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 2-1-07

13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? _____

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:

If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. 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. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

Danny Edwards 10-2-07

Property Owner's or Owner's Legal Representative Signature Date

15. WELL PERMIT APPLICATION SIGNATURE SECTION:

If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. 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. The permit is valid for a period of 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

MECKLENBURG COUNTY-GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211, CHARLOTTE, NC 28202 PHONE: (704) 336-5103 FAX: (704) 336-6894

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1 of 3
Property ID: PO 015-271-35
Lot #: 2
File #: 7259B
AppID: 2583

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Hecht Development
Applicant: Danny Edwards
Address: 388 N. Highway 16, Denver, N. C. 28037
Date Evaluated: 10/16/07
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: Approx. 9.0 acres in tract
Location of Site: Kerns Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
6	LS, 6	0-5	GR/SCL	FR/SEXP/SS/SP	>16" TO SOIL WETNESS	16+	N/A	NONE	US
		5-16	SBK/ABK/C	VFI/EXP/VS/VP					
6-A	"	0-11	GR/SCL	FR/SEXP/SS/SP	>13" TO SOIL WETNESS	13+	"	"	"
		11-13	SBK/ABK/C	VFI/EXPS/VP					
7	"	0-4	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11+	"	"	"
		4-11	SBK/ABK/C	VFI/EXP/S/VP					
8	"	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	PS, IV
		6-40	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2
		40-48	SBK/CL	FR/SEXP/SS/SP					
9	"	0-5	GR/CL	FR/SEXP/SS/SP	>38" TO SOIL WETNESS	38+	"	"	"
		5-38	SBK/ABK/C	FI/SEXP/S/P					
		BORING TERMINATED		AT 38" ROOT					
10	"	0-5	GR/CL	FR/SEXP/SS/SP	>24" TO SOIL WETNESS	24	"	"	US, IV
		5-24	SBK/ABK/C	FI/SEXP/S/P					.12GPD/FT^2
11	"	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV
		6-48	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2
12	"	0-7	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		7-48	SBK/ABK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)		
System Type(s)		
Site LTAR		

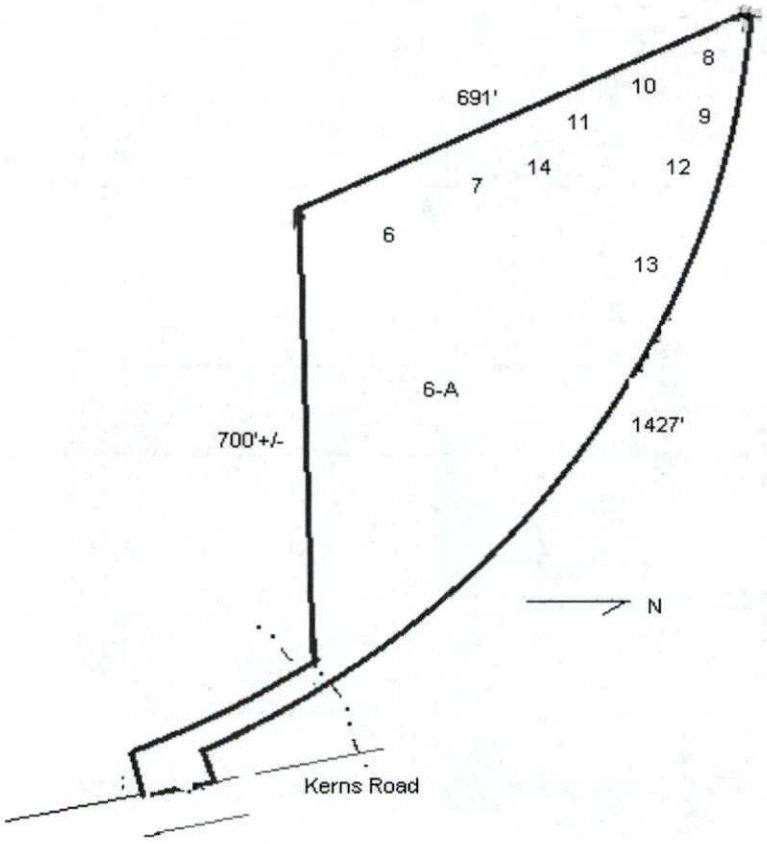
Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 10/16/2007, W. R. Marlin
Others Present:
Site Classification (.1948):
Site Evaluation By:
Others Present:

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 3 of 3
File #: 7259B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941		OTHER PROFILE FACTORS				Profile Class & LTAR
			.1941 Structure/ Texture	.1941 Consistence Mineralogy	.1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	
13	LS, 6	0-6	GR/CL	FR/SEXP/SS/SP	>27" TO SOIL WETNESS	27	N/A	NONE	US
		6-24	SBK/ABK/C	FI/SEXP/S/P					
		24-7	"	VFI/EXP/S/VP					
14	"	0-4	GR/CL	FR/SEXP/SS/SP	>14" TO SOIL WETNESS	14+	"	"	"
		4-14	SBK/ABK/C	VFI/EXP/S/VP					
					SITE LTAR .3GPD/FT^2				

FILE NUMBER: 7259B #2583

Revised On: January 3, 2007

APPLICATION NUMBER: _____

SEPTIC FEE: 400.00
DATE: 8-7-07
Ck# 1491 OKA

MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES
APPLICATION FOR A COMMERCIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

WELL FEE: _____
DATE: _____

1. SEPTIC / TYPE APPLICATION: ☒ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. WELL / TYPE APPLICATION: ☒ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 01527135 PO
STREET ADDRESS: Kerns Rd
CITY: Huntersville
STATE: NC ZIP: 28078
LOT #: 2 LOT SIZE (acres): 15.95
TOWNSHIP:
☐ 0-MECKLENBURG ☐ 3-CORNELIUS ☒ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:
DESCRIBE TYPE OF BUSINESS: Church Recreational Center with Kitchen
☒ COMMERCIAL ☐ INDUSTRIAL
SQUARE FOOTAGE OF FACILITY: 10,000 sqft
NUMBER OF EMPLOYEES PER SHIFT:
NUMBER OF SHIFTS: _____ NUMBER OF SEATS: 350
TYPE OF WASTEWATER GENERATED:
☐ DOMESTIC SEWAGE ☐ INDUSTRIAL WASTEWATER
☐ OTHER well

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM, INFORMATION DOCUMENTING THE INCREASED WASTEWATER FLOW AND/OR A JUSTIFICATION FOR SYSTEM ALTERATION IS REQUIRED.

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☒ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

7. PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED)*:

	☐ ANY TYPE	☒ CONVENTIONAL	☐ ACCEPTED	☐ INNOVATIVE	☐ ALTERNATIVE	☐ OTHER _____
8A. RANK:	____	____	____	____	____	____

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES ☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES ☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES ☒ NO	JURISDICTIONAL WETLANDS	☐ YES ☒ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES ☒ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES ☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES ☒ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES ☒ NO

10. PROPERTY OWNER:
NAME: Hecht Development Co.
ADDRESS: 388 N Hwy 16
CITY: Denver
STATE: NC ZIP: 28037
HOME PHONE: 704 489-1183 WORK PHONE:
MOBILE PHONE: 704 996-0117 FAX:

Buyer
11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME: Bethany Reunion Church
ADDRESS: 16744 N Huntersville
CITY: Huntersville
STATE: NC ZIP: 28078
HOME PHONE: 704 620-0053 WORK PHONE:
MOBILE PHONE: 704 361-1090 FAX:
Danny

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? _____

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. 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. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

Bethany Church 8-7-07
Property Owner's or Owner's Legal Representative Signature Date

15. WELL PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. 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. The permit is valid for a period of 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

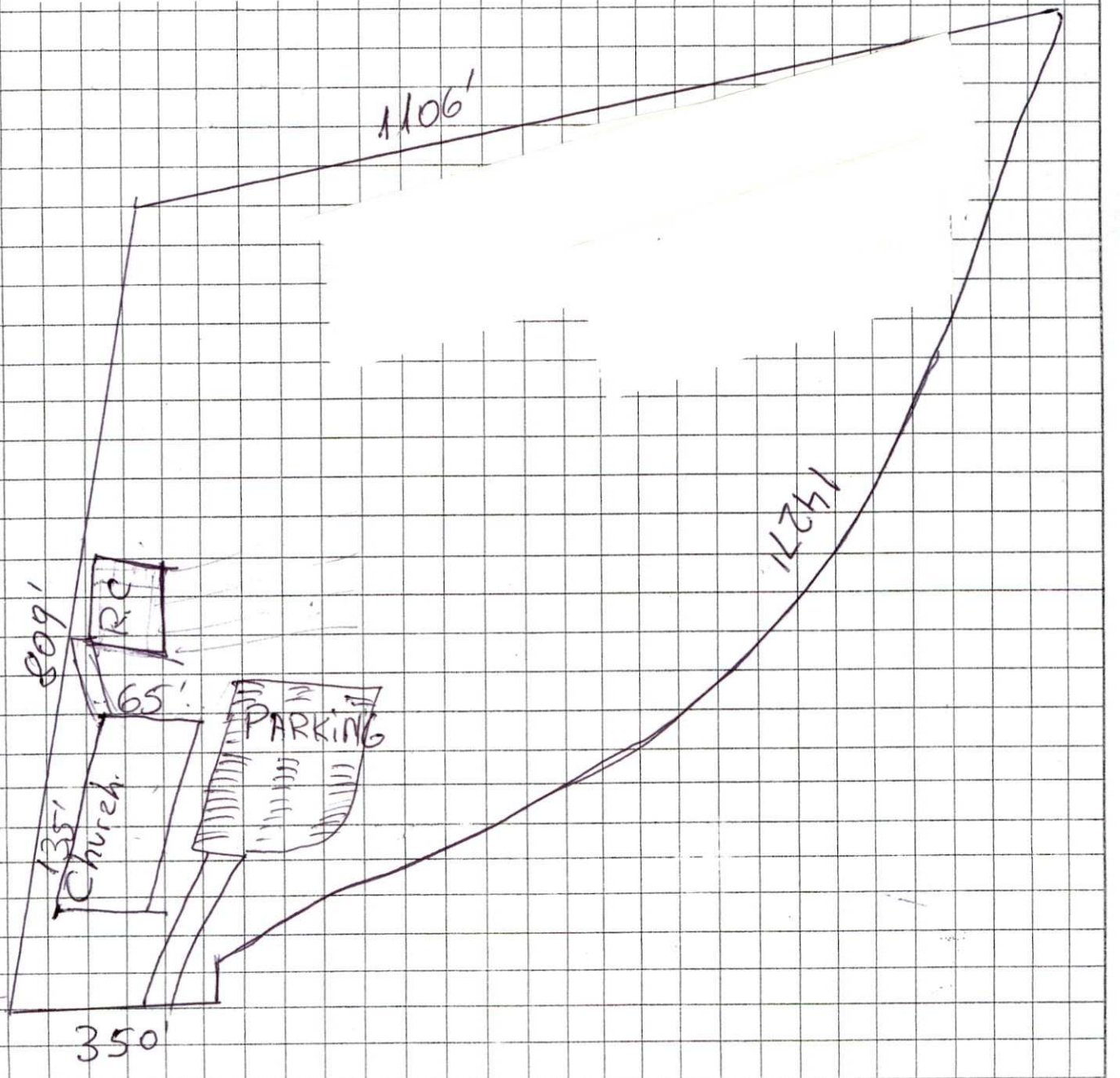
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 72593

TC: _____

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.



Danny

OWNER/AGENT SIGNATURE

DATE 8-7-07

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as c the date of the contract. 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).

Bethany Romanian Church

as Buyer, hereby offers to purchase and

Hecht Development Co

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

1. **REAL PROPERTY:** Located in the City of Huntersville, County c Mecklenburg, State of North Carolina, being known as and more particularly described as
Street Address KERNS Road Zip 28078
Subdivision Name
Plat Reference: Lot #2, Block or Section as shown o
Plat Book or Slide 49 pg. 111 at Page(s) (Property acquired by Seller in Dee
Book at Page).
☒ All ☐ A portion of the property in Deed Reference: Book 48 Page No. 111, Mecklenburg Count
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 $ ~~360,000~~ 366,700 and shall be pai as follows:

(a) $ 5,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☒ other: from church to be deposite and held in escrow by Century 21 ("Escrow Agent"); until the sale i closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is no accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event o breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affec any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shal 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 writte release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competen jurisdiction.

(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later thar , 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).

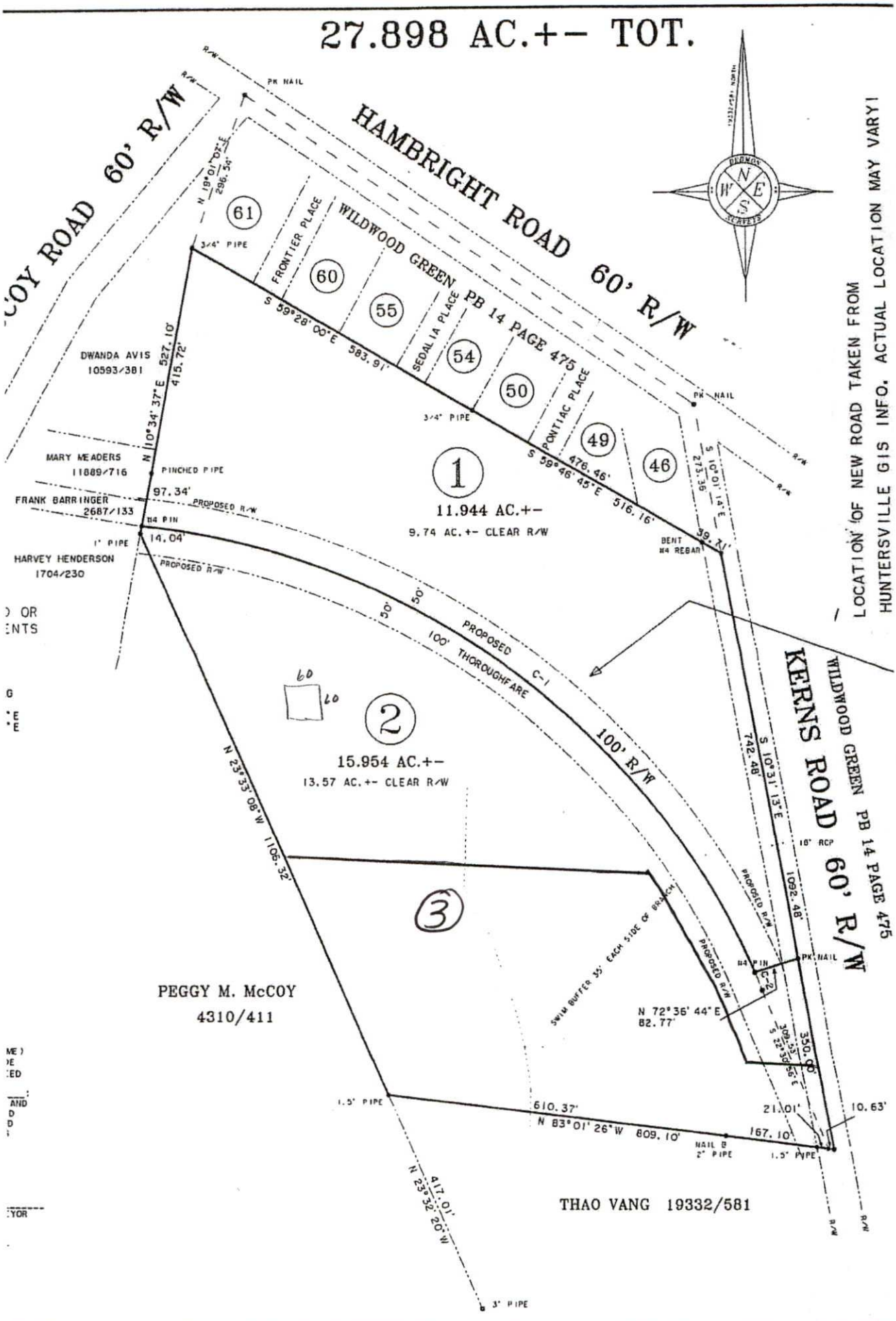
(d) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ ~~355,000~~ 361,700, 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: loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 250,000.00 for a term of 15 year(s), at an initial interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 21 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 October 1st, 2007 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the


27.898 AC.+- TOT.
HAMBRIGHT ROAD 60' R/W
'COY ROAD 60' R/W
WILDWOOD GREEN PB 14 PAGE 475
KERNS ROAD 60' R/W
WILDWOOD GREEN PB 14 PAGE 475
LOCATION OF NEW ROAD TAKEN FROM HUNTERSVILLE GIS INFO. ACTUAL LOCATION MAY VARY!
PK NAIL
FRONTIER PLACE
SEDALIA PLACE
PONTIAC PLACE
61
60
55
54
50
49
46
1
11.944 AC.+-
9.74 AC.+- CLEAR R/W
2
15.954 AC.+-
13.57 AC.+- CLEAR R/W
3
DWANDA AVIS
10593/381
MARY MEADERS
11889/716
FRANK BARRINGER
2687/133
HARVEY HENDERSON
1704/230
PEGGY M. McCOY
4310/411
THAO VANG 19332/581
PROPOSED R/W
50' PROPOSED C-1 100' THOROUGHFARE
100' R/W
SWIM BUFFER 35' EACH SIDE OF BRANCH
PINCHED PIPE
BENT #4 REBAR
#4 PIN
1" PIPE
3/4" PIPE
1.5" PIPE
3" PIPE
NAIL & 2" PIPE
S 59°28'00"E 583.91'
S 59°46'45"E 516.16'
N 10°34'37"E 527.10'
415.72'
97.34'
14.04'
N 23°33'08"W 1105.32'
N 23°32'20"W 417.01'
S 10°31'13"E 1092.48'
742.48'
N 72°36'44"E 82.77'
S 22°30'56"E 309.63'
350.00'
N 83°01'26"W 809.10'
610.37'
167.10'
21.01'
10.63'
S 10°01'14"E 273.36'
39.74'
18" RCP

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-Site Wastewater Section

Sheet: 1 of 2
Property ID: PO 015-271-35
Lot #:
File #: 7259B
AppID: 2583

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Hecht Development Co
Applicant: Bethany Romanian Ch.
Address: 308 N Highway 16, Denver, N. C.
Date Evaluated: 8/27/07
Proposed Facility: Church
Design Flow (.1949): 1750gpd
Property Size: Approx 16a
Location of Site: Kerns Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 6	0-10	GR/SCL	FR/SEXP/SS/SP	>27" TO SOIL WETNESS	27	N/A	NONE	US, IV
		10-27	SBK/SC	FI/SEXP/S/P					.12GPD/FT^2
2	"	0-7	GR/SCL	FR/SEXP/SS/SP	>36" TO SOIL WETNESS	36	"	"	PS, IV
		7-36	SBK/C	FI/SEXP/S/P					.25GPD/FT^2
		BORING	TERMINATED	AT 36" FLOATER ROCK					
3	LS, 6	0-5	GR/SL	FR/SEXP/NS/NP	>10" TO SOIL WETNESS	10+	"	"	US
		5-10	SBK/ABK/C	VFI/EXP/VS/VP					
4	"	0-5	GR/SCL	FR/SEXP/SS/SP	>13" TO SOIL WETNESS	13+	"	"	"
		5-13	SBK/ABK/C	VFI/EXP/VS/VP					
5	"	0-4	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11+	"	"	"
		4-11	SBK/ABK/C	VFI/EXP/VS/VP					
6	"	0-5	GR/SCL	FR/SEXP/SS/SP	>16" TO SOIL WETNESS	16+	"	"	"
		5-16	SBK/ABK/C	VFI/EXP/VS/VP					
7	"	0-4	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11+	"	"	"
		4-11	SBK/ABK/C	VFI/EXP/VS/VP					
8	"	0-6	GR/CL	FR/SEXPSS/SP	>48" TO SOIL WETNESS	48+	"	"	PS, IV
		6-40	SBK/ABKC	FI/SEXP/S/P					.3GPD/FT^2
		40-48	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)		
System Type(s)		
Site LTAR		

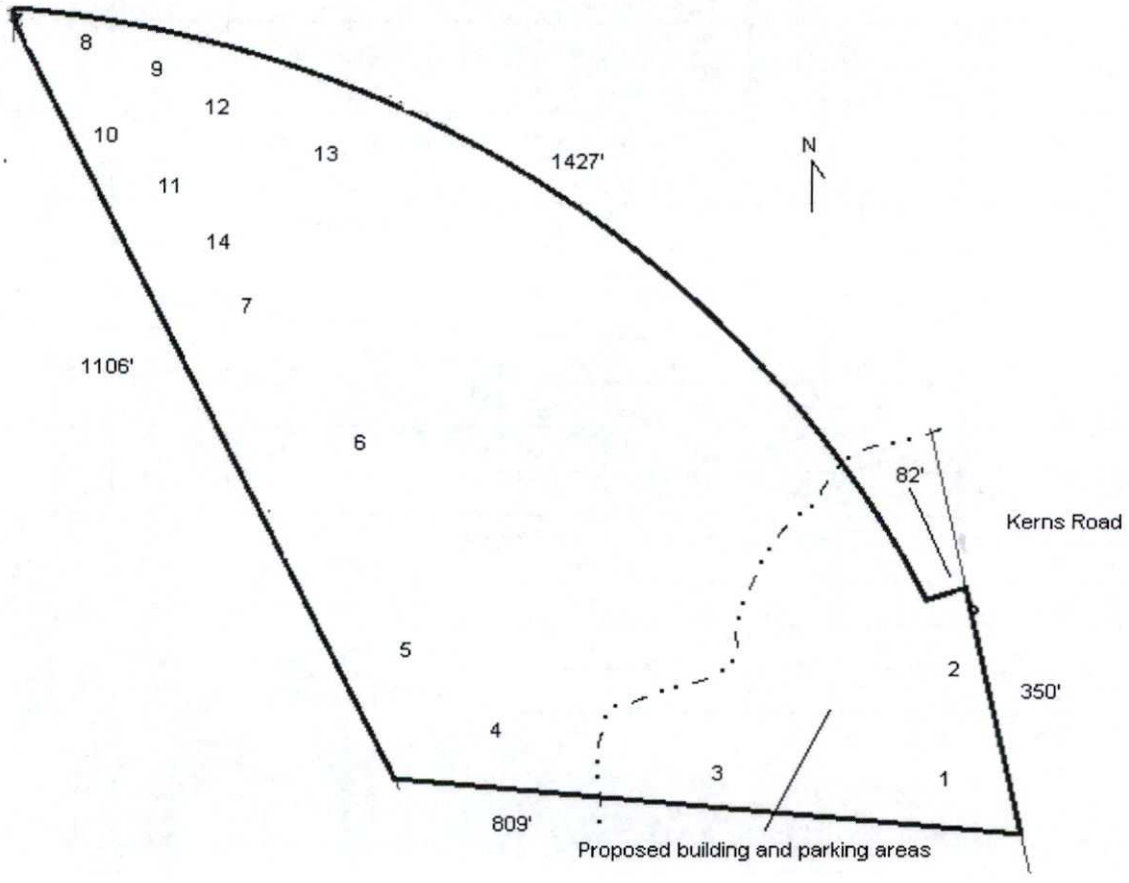
Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 8/27/2007, W. R. Marlin
Others Present: J. Ghendion
Site Classification (.1948):
Site Evaluation By:
Others Present:

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 3 of 3
File #: 7259B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

PROFILE #	.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 (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
9	LS, 6	0-5	GR/CL	FR/SEXP/SS/SP	>38" TO SOIL WETNESS	38+	N/A	NONE	PS, IV
		5-38	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2
		BORING	TERMINATED	AT 38" ROOT					
10	"	0-5	GR/CL	FR/SEXP/SS/SP	>24" TO SOIL WETNESS	24	"	"	US, IV
		5-24	SBK/ABK/C	FI/SEXP/S/P					.12GPD/FT^2
11	"	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV
		6-48	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2
12	"	0-7	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		7-48	SBK/ABK/C	FI/SEXP/S/P					
13	"	0-6	GR/CL	FR/SEXP/SS/SP	>27" TO SOIL WETNESS	27+	"	"	US
		6-24	SBK/ABK/C	FI/SEXP/S/P					
		24-27	"	VFI/EXP/VS/VP					
14	"	0-4	GR/CL	FR/SEXP/SS/SP	>14" TO SOIL WETNESS	14+	"	"	"
		4-14	SBK/ABK/C	VFI/EXP/VS/VP					
					SITE LTAR .3GPD/FT^2				

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1 of 2
Property ID: PO 015-271-35
Lot #:
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SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Hecht Development Co
Applicant: Bethany Romanian Ch.
Address: 308 N Highway 16, Denver, N. C.
Date Evaluated: 8/27/07
Proposed Facility: Church
Design Flow (.1949): 1750gpd
Property Size: Approx 16a
Location of Site: Kerns Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
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		BORING	TERMINATED	AT 36" FLOATER ROCK					
3	LS, 6	0-5	GR/SL	FR/SEXP/NS/NP	>10" TO SOIL WETNESS	10+	"	"	US
		5-10	SBK/ABK/C	VFI/EXP/VS/VP					
4	"	0-5	GR/SCL	FR/SEXP/SS/SP	>13" TO SOIL WETNESS	13+	"	"	"
		5-13	SBK/ABK/C	VFI/EXP/VS/VP					
5	"	0-4	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11+	"	"	"
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6	"	0-5	GR/SCL	FR/SEXP/SS/SP	>16" TO SOIL WETNESS	16+	"	"	"
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7	"	0-4	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11+	"	"	"
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		6-40	SBK/ABKC	FI/SEXP/S/P					.3GPD/FT^2
		40-48	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR	0.3	0.3

Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 8/27/2007,
Others Present: J. Ghendion
Site Classification (.1948): Unsuitable
Site Evaluation By:
Others Present:

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 3 of 3
File #: 7259B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

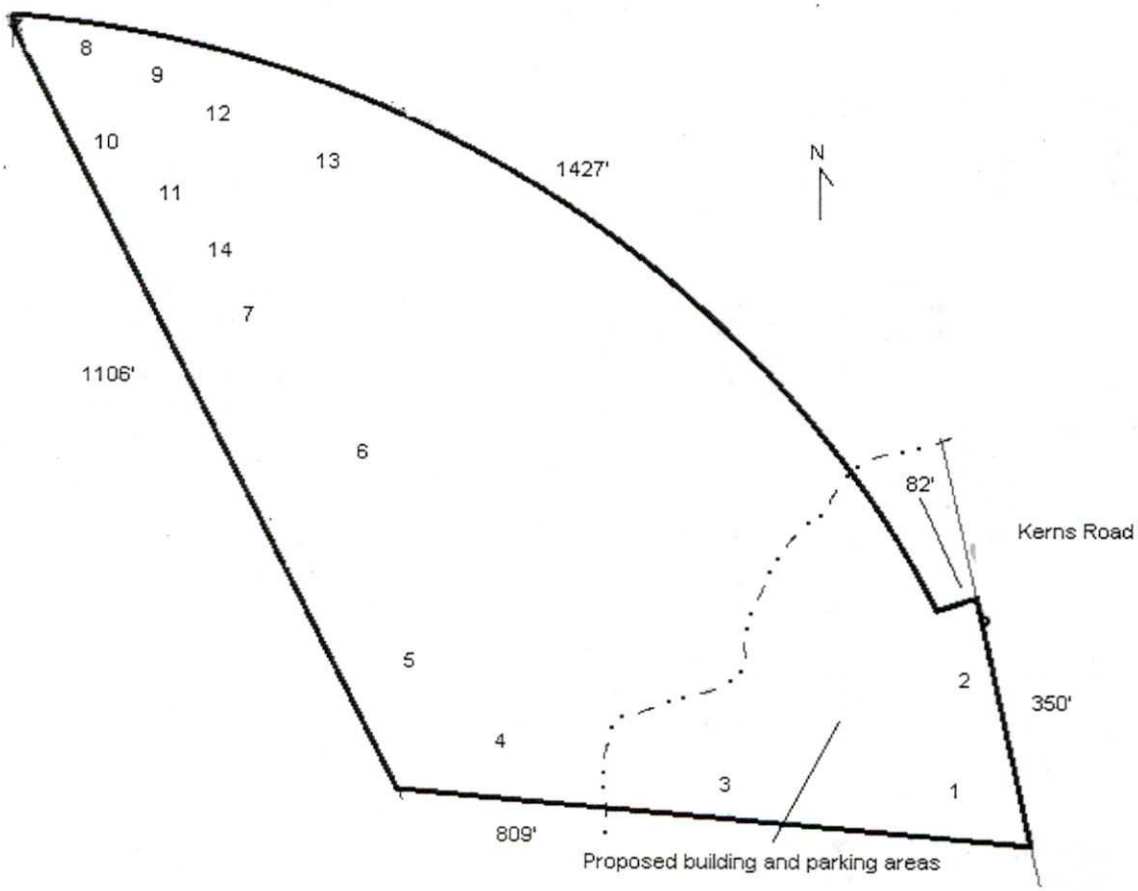
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					SITE LTAR .3GPD/FT^2				

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
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LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
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CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
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FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for church 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 $ N/A per N/A .

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

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

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

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before October 1st 2007 at a place designated by Buyer. The deed is to be made to BETHANY ROMANIAN CHURCH, INC.

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

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

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

☒ **ALTERNATIVE 1:**

(a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. 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 Sept. 14, 2007 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 ☐ Seller ("Responsible Party") 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 Church ~~bedroom home~~. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than Sept. 14, 2007, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by October 1st, 2007 (date), either party may terminate this Contract and the Eanest Money Deposit shall be refunded to Buyer.
☐ 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 apraisal, 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 _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).
(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence,* this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.
(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.
13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
NWL There is no Sales Commission paid to any real estate agent
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.

NA Robert V. Hecht is President of Hecht Development and a licensed NC real estate broker

BETHANY ROMANIAN CHURCH, Inc.

Pastor: Ioan Orisan Board's Secretary

BUYER _____ DATE 8/3/2007 (SEAL)

SELLER Hecht Development Co _____ DATE 8/3/07 (SEAL)

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

Date _____ Firm: _____

By: _____
(Signature)

Selling Agent/Firm/Phone _____

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Individual license #: _____

Listing Agent/Firm/Phone _____

Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

Individual license #: _____

1408

66-1211/531

BETHANY ROMANIAN CHURCH, INC.
16214 STATESVILLE ROAD
HUNTERSVILLE, NC 28078

8-3-07 DATE

PAY TO THE ORDER OF Century 21 $ 5000 00

five thousand DOLLARS

Security Features Details on Back.

PIEDMONT BANK
A Division of Yadkin Valley Bank and Trust Company

FOR Deposit Land

MP

⑆053112110⑆ 2120007596⑈1408

© HARLAND/LIBERTY

MECKLENBURG COUNTY
Health Department

September 06, 2007

Hecht Development Company
388 N. Hwy 16
Denver, NC 28037

Re: Application for improvement permit for:
Property Site: Lot #2 Kerns Road
Health Department file number: **7259B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on September 5, 2007 evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a 350 seat church, with a daily design flow of 1750 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is September 06, 2007. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)