

15925 HENRY LN

00102208

1/10/2008

duponbj

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

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001234** GWS File #: **6694B** Tax Parcel #: **001-022-08**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 8/15/2011

Type of Installation: Residential - New System Lot Number: 0

Structure Type: HOUSE Size (ft^2): 3575 # Bedrooms: 4 # Occupants: 5

Building Foundation: Crawl Space Water Supply: Municipal

II. Initial System Type: Innovative or Experimental **System Classification:** IIIg

Initial System Specifications:

Design Flow (gpd): 480 LTAR (gpd/ft^2): 0.3 Septic Tank Size (gal): 1500 Pump Tank Size (gal): N/A

Trench Width (ft): 3 Trench Spacing (ft): 9 Absorption Area (ft^2): 1200 Total Trench Length (ft): 400

Maximum Trench Depth (in): 30 Depth of Media (in): 12 Distribution Device: Distribution Box

III. Repair System Type: N/A **System Classification:** Vlb

Repair System Specifications:

Design Flow (gpd): 0 LTAR (gpd/ft^2): 0.0 Septic Tank Size (gal): 0 Pump Tank Size (gal): N/A

Trench Width (ft): 0 Trench Spacing (ft): 0 Absorption Area (ft^2): 0 Total Trench Length (ft): 0

Maximum Trench Depth (in): 0 Depth of Media (in): 0 Distribution Device: N/A

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michelone

Signature: Jeremy Michelone P.S.

Date Issued: 8/15/2006

Owner/Legal Agent: Shanler A. Helderman V.P.

Print Name

Signature: Shanler A. Helderman V.P.

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IV. Permit Conditions/Comments:

- 100% repair area is not required for this property. However, the maximum feasible area shall be allocated for a repair area.
- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

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DENR Authorized Agent: Jeremy Michelone

Signature: Jeremy Michelone, R.S.

Date Issued: 8/15/2006

Owner/Legal Agent: Shanler A. Helderman V.P.
Print Name

Signature: Shanler A. Helderman V.P.

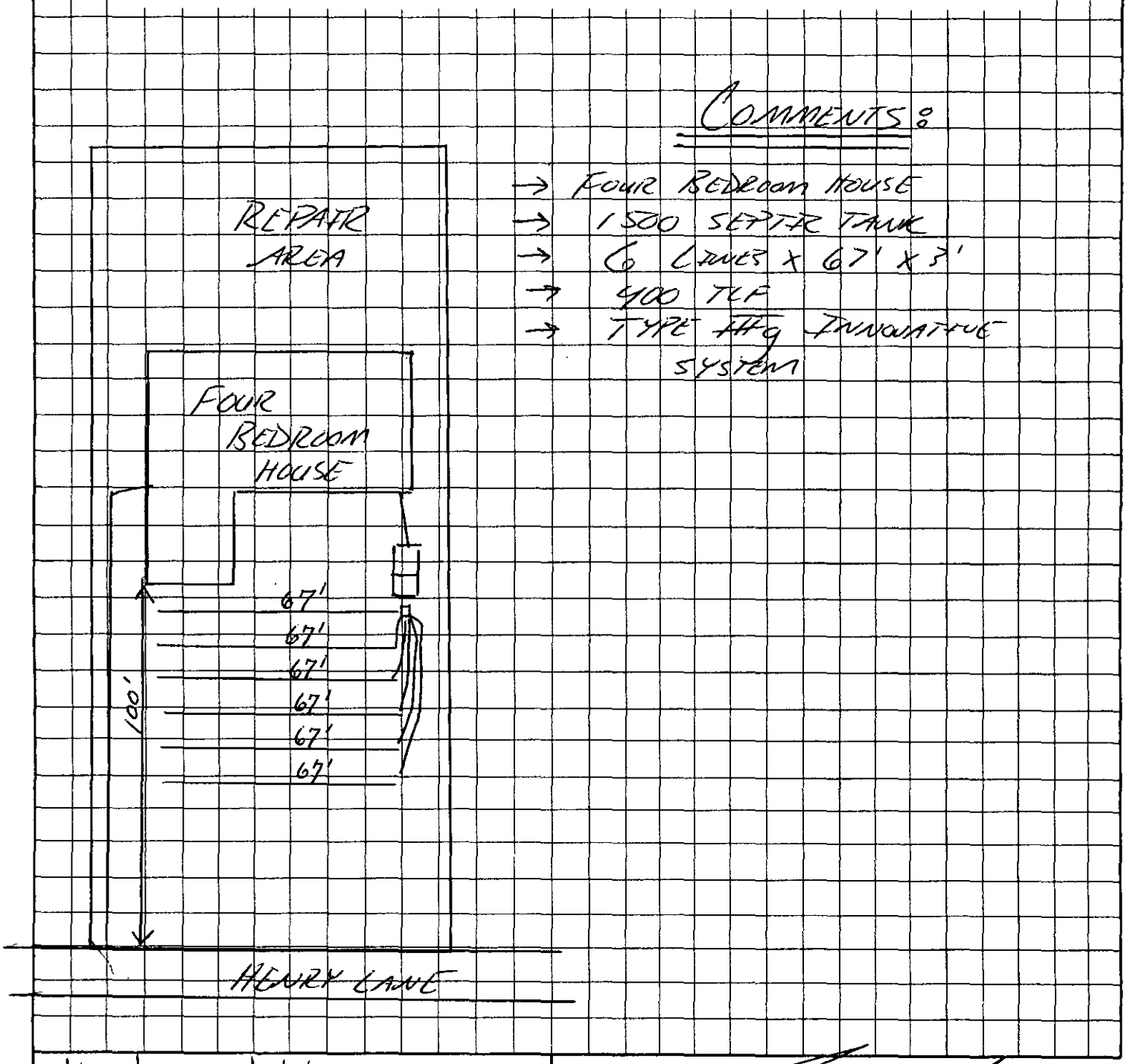
PROPOSED PLOT PLAN

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

FILE: 6694B

TC: 001-022-08

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.



X Wanda G. Helderman V.P.
OWNER/AGENT SIGNATURE

X DATE 10/10/06

APPROVAL DATE Tommy Munn, R.S.
8/15/06

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

Sheet: 1 of 2
Property ID: 001-022-08
Lot #: 2
File #: 6694B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: James & Alice White
Applicant: Integrated Custom Builders
Address: 16825 Lakeshore Drive, Cornelius, N. C. 28031
Date Evaluated: 8/10/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .5a
Location of Site: 15925 Henry Lane
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] 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	SOIL MORPHOLOGY .1941 .1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-4	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV
		4-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-6	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
3	"	0-7	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		7-48	SBK/C	FI/SEXP/S/P					
4	LS, 6	0-3	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		3-39	SBK/C	FI/SEXP/S/P					
		39-49	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

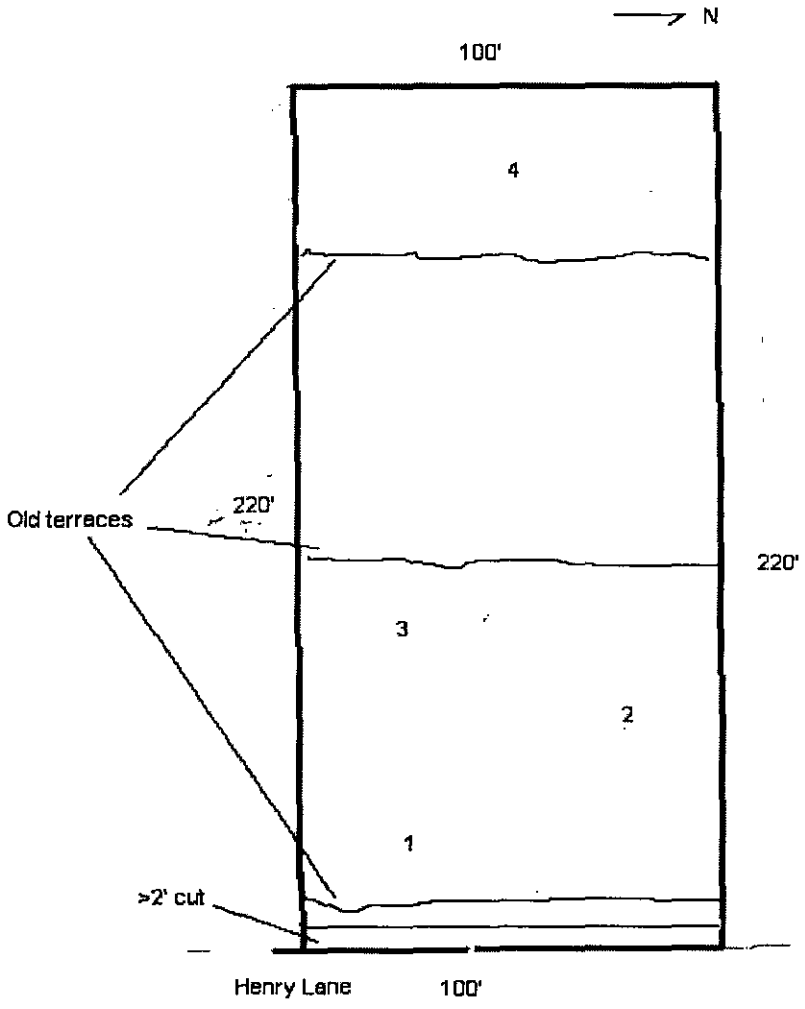
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 8/10/2006, W. R. Marlin
Others Present:

COMMENTS:
Does not appear to require 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	

Soil Evaluation Locations

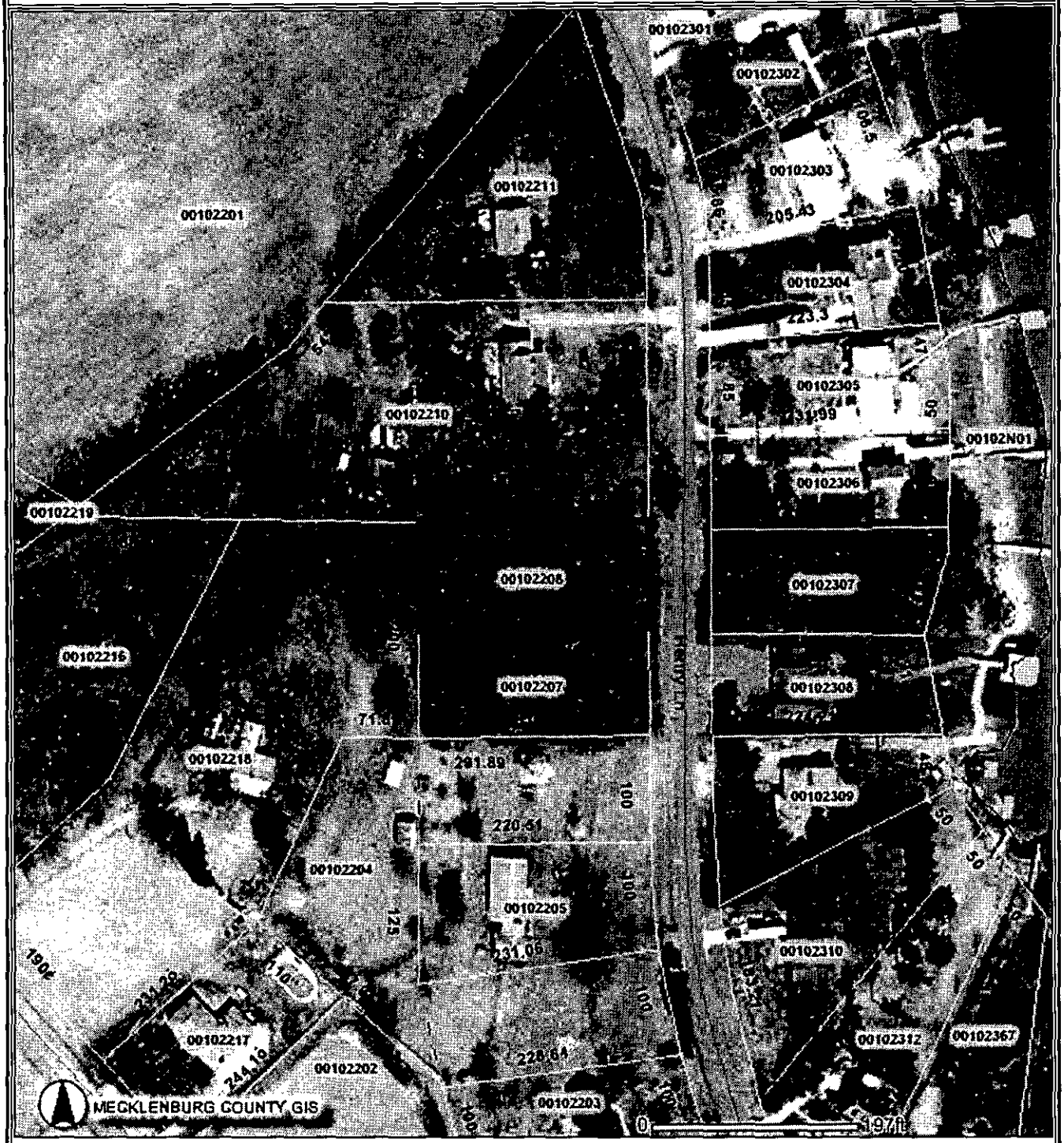


Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Mon Aug 7 08:33:14 EDT 2006



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, 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. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Mecklenburg County, North Carolina

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1234

GWS – RES. APP 07/05

SEPTIC FEE: 200.00
DATE: 8/3/06
CRT [ ] Check # 1246 JKA

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

WELL FEE: _____
DATE: _____
CRT [ ]

FILE # 66694B

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 001-022-08
STREET ADDRESS: 15925 Henry Lane
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME: None
LOT #: 20
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 3575
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☒ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

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

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: James A. + Alice White
ADDRESS: 16825 Lakeshore Dr.
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: 704-892-8831 WORK PHONE:
MOBILE PHONE: FAX:

~~LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:~~ Buyer

NAME: Shanler Helderman / Integrated Custom Bldrs
ADDRESS: P.O. Box 1423
CITY: Cornelius, NC
STATE: ZIP: 28031
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704-400-7694 FAX: 704-947-7030

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1972
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 8/31/06

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

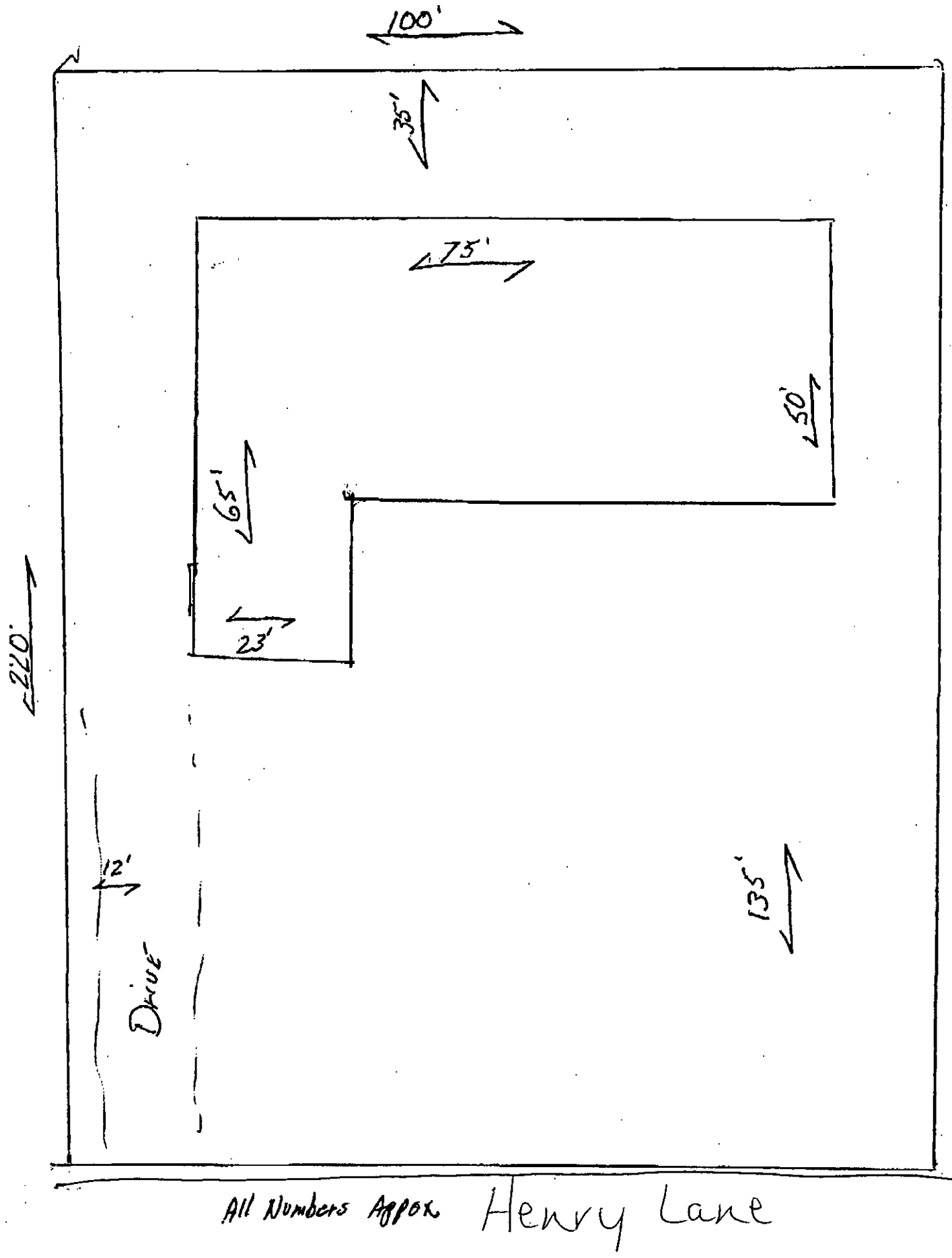
Shanler A. Helderman U.P. 8/3/06
Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

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


100'
35'
75'
50'
65'
23'
210'
12'
Drive
135'
All Numbers Approx.
Henry Lane

Carolinas Discount Realty Co.
4810 Meadowridge Dr.
Charlotte, NC 28226
Phone: 704-236-3900, Fax: 704-542-0962

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

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

Integrated Custom Builders

as Buyer, hereby offers to purchase and

James A White
Alice White

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 Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 15917 & 15925 HENRY FM Zip 28078
Subdivision Name NONE
Plat Reference: Lot 20 & 21, Block or Section n/a as shown on
Plat Book or Slide 11 at Page(s) 217 (Property acquired by Seller in Deed
Book 03617 at Page 224)
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 $ 295,000 and shall be paid as follows:

(a) $ 1,000, *EARNEST MONEY DEPOSIT with this offer* by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☒ other: ESCROW check to be deposited and held in escrow by Andrew Wingo, Attorney at Law ("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) $ 294,000, 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 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 n/a 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:

n/a

(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:

n/a

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 $ n/a 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 August 31, 2006, at a place designated by Buyer. The deed is to be made to Integrated Custom Builders.

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 n/a _____ 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 n/a _____ 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 Septic _____ ground absorption sewage system for a 4 _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than n/a _____, 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 August 15, 2006 _____ 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 n/a _____, *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 is 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.)

Each Lot must perk for a 4 bedroom house.
Each Lot must be able to contain a 100% repair area for the septic system.

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.

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Integrated Custom Builders
BUYER William M Allen III DATE 7/20/06 (SEAL)
By: William M. Allen, III

SELLER James A White DATE 7/21/06 (SEAL)
James A White

SELLER Alice H White DATE July 21, 2006 (SEAL)
Alice White

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

Date _____ Firm: n/a

By: _____
(Signature)

Selling Agent/Firm/Phone n/a
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone n/a

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

Carolinas Discount Realty Co.
4810 Meadowridge Dr.
Charlotte, NC 28226
Phone: 704-236-3900, Fax: 704-542-0962

ADDITIONAL PROVISIONS ADDENDUM

Property Address: Lot 20 (15925 Henry Lane) and Lot 21 (15917 Henry Lane) Huntersville, NC

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. n/a **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to n/a, on or before n/a ☐ AM ☐ PM, on n/a, or until withdrawn by Buyer, whichever occurs first.

2. n/a **INTEREST BEARING TRUST ACCOUNT:** ***Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.***

3. x **SEWER SYSTEM:** 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 Septic ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than n/a, 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* August 15, 2006 that this condition cannot be satisfied, time being of the essence.

4. n/a **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. n/a **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at: n/a on or before n/a. If this contingency is not removed on or before midnight of n/a, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

6. n/a **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before n/a, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

7. n/a **HOME WARRANTY** (select only one of the following): ☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ n/a and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from n/a at a cost of $ n/a and will pay for it at Closing.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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Integrated Custom Builders
BUYER William M Allen III DATE 7/20/06 (SEAL)
By: William M. Allen III

SELLER James A White DATE 7/21/06 (SEAL)
James A White

SELLER _____ DATE _____ (SEAL)

SELLER Alice H White DATE July 21, 2006 (SEAL)
Alice White

SELLER _____ DATE _____ (SEAL)

GRIFFIN, GERDES AND HARRIS
ATTORNEYS AT LAW
SUITE 1001, THE CAMERON BROWN CENTER
301 SOUTH McDOWELL STREET
CHARLOTTE, NORTH CAROLINA 28204

JOSEPH M. GRIFFIN
PHILLIP E. GERDES
RALPH C. HARRIS, JR.
JAMES L. MASON, JR.

AREA CODE 704
TELEPHONE 372-3180

September 6, 1973

Mr. and Mrs. James A. White
6625 Somersworth Drive
Charlotte, North Carolina 28215

Re: BEING all of Lots 20 and 21 of TRANQUIL COVE, SECTION ONE as shown in Map Book 11 at page 217 of the Mecklenburg County, North Carolina, Public Registry
Our File T-2653G

Dear Mr. and Mrs. White

This is to certify that we have made an examination of the records of the Mecklenburg County, North Carolina, Public Registry relating to the above described real estate. We are of the opinion that the enclosed deed from Chester R. Malcolm and wife, Lillian B. Malcolm, said deed being recorded in Book 3617 at page 224 of said Registry, conveys a good, fee simple title to said real estate, subject only to the following exceptions:

1. Restrictions as found in Book 2526 at page 563 of the Mecklenburg County, North Carolina, Public Registry.

2. Easements for public utilities, including an easement to Cornelius Electric Membership Company in Book 2527 at page 295, Book 1644 at page 323 and in Book 1644 at page 324; to the State Highway Commission in Book 2247 at page 87; to Duke Power Company in Book 2259 at page 470, Nook 2233 at page 273 and in Book 2116 at page 352, all of the Mecklenburg County, North Carolina, Public Registry.

3. Such matters as would be revealed by an accurate, up-to-date survey of the premises.

4. Bills for materials furnished and/or labor performed within the past six months, as unpaid bills may constitute an unrecorded lien.

5. Applicable zoning ordinances.

6. The 1972 taxes have been paid.

7. The 1973 taxes, not yet due and payable, constitute a lien.

It has been a pleasure serving you in this matter.

Very truly yours

GRIFFIN, GERDES AND HARRIS

Ralph C. Harris, Jr.

RCH,JR./bb

Enclosure: Deed