

5030 TRACEWOOD CT

11132120

5/6/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
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FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

PERMIT NUMBER: 3334-A
PARCEL NUMBER: 111-321-20

JOB LOCATION ADDRESS: 5030 Tracewood Court
PROPERTY OWNER:
BUILDING CONTRACTOR:
SUBDIVISION NAME: Northlake, Lot47
AUTHORIZATION ISSUED BY: J.Andrew Walker RS DATE: 06/11/04

6-11-04
DENR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER _____, 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 THE 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 PERMITSAND AUTHORIZATION TO CONSTRUCT.

for Debra F Thompson
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE

6/14/04
DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 3334-A

Tax Number: 111-321-20

- The IMPROVEMNET 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

Primary Wastewater System

Type: ☐ 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:

.2 Long-term acceptance rate (GPD/ft^2)	360 Max gallons/day wastewater flow	1800 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	450 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	1000 Gallon pump tank	NA Depth of stone (in)	

Any surface water present: Type: Minimum separation distance (ft):

Additional conditions: **See Improvement Permit**

Repair Area System

Type: ☐ 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:

1800 Absorption Area (ft^2) 450 Total trench length (ft)	NA Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HELTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The 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.

6-11-04
DENR Authorized Agent Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, NC 28202
(704) 336-5103

G Shuler for Debra F. Thayson 6/14/04
Owner/Agent Signature Date

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: 3334 A

TC: 111-321-20

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.

PERMIT FOR 5030 TRACEWOOD COURT

SCALE 1" = 40'

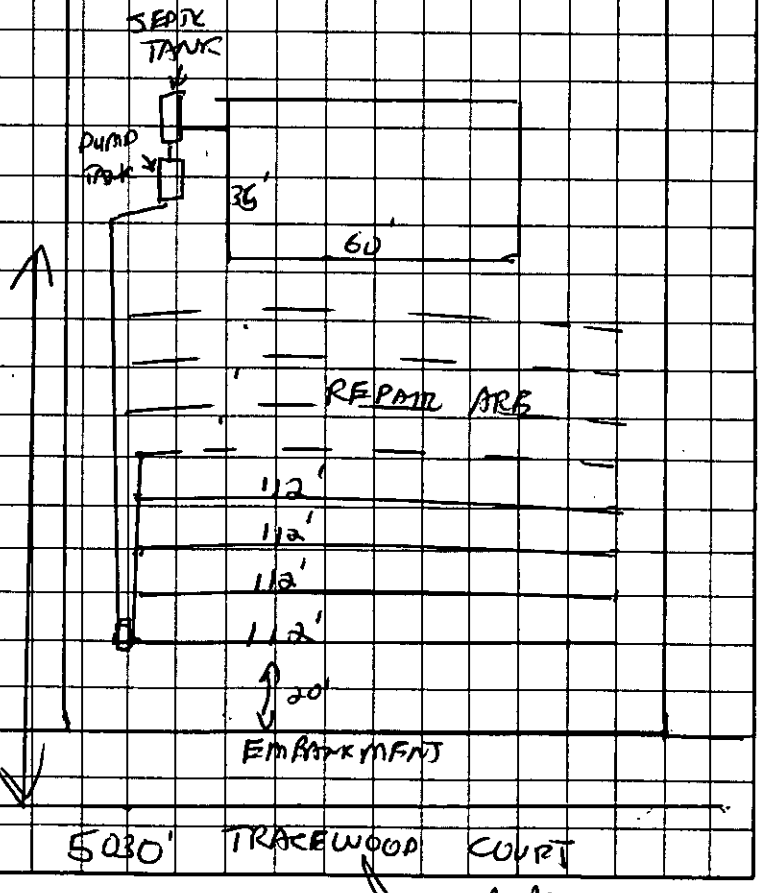
(1) THIS IS A TYPE III-B, G SYSTEM THAT REQUIRES AN EFFLUENT PUMP, AND A 25% REDUCTION DRAINFIELD. THIS IS REQUIRED BY STATE LAW TO BE INSPECTED AT LEAST ONCE EVERY 5 YEARS BY THE LOCAL HEALTH DEPT., WITH THE HOMEOWNER RESPONSIBLE FOR ANY FEES, AS SET BY THE BOARD OF COMMISSIONERS.

(2) INSTALL A PRESSURE MANIFOLD AS A DISTRIBUTION DEVICE

(3) INSTALL DRAINLINES SHALLOW (30") AND ON CONTOUR.

(4) THIS IS A PERMIT FOR A 3 BEDROOM RESIDENCE.

(5) REQUIRES AGREEMENT FORMS



OWNER/AGENT SIGNATURE Deborah Thompson

DATE 6/14/04

APPROVAL DATE 6-11-04

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: 111-321-20 ACS
Lot #: 47
File #: 3334A
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Debbie Thompson
Applicant: Craig Campbell
Address: 309 Gatewood Lane, Matthews, N. C. 28104
Date Evaluated: 04/29/2004
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.37a
Location of Site: 5030 Tracewood Court
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	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS,6	0-4	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .2GPD/FT^2
		4-29	SBK/SC	FI/SEXP/S/P					
		29-48	SBK/SCL	FR/SEXP/SS/SP					
2	"	0-10	GR/SCL	"	2.5Y5/2@41"	"	"	"	"
		10-34	SBK/SC	FI/SEXP/S/P					
		34-48	SBK/SCL	FR/SEXP/SS/SP					
3	"	0-10	GR/SCL	"	5YR4/2@39"	48	"	"	PS, III .25GPD/FT^2
		10-48	SBK/SCL	"					
4	"	0-6	GR/SCL	"	2.5Y7/139"+	41	"	"	PS, III .2GPD/FT^2
		6-39	SBK/SCL	"					
		39-41	SBK/ABK/SC	VFI/EXP/VS/VP					
5	"	0-6	GR/SCL	FR/SEXP/SS/SP	2.5Y5/2@30"	35+	"	"	US
		6-30	SBK/SC	FI/SEXP/S/P					
		6-35	SBK/ABK/SC	VFI/EXP/VS/VP					

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

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 4/30/2004, W. R. Marlin
Others Present:

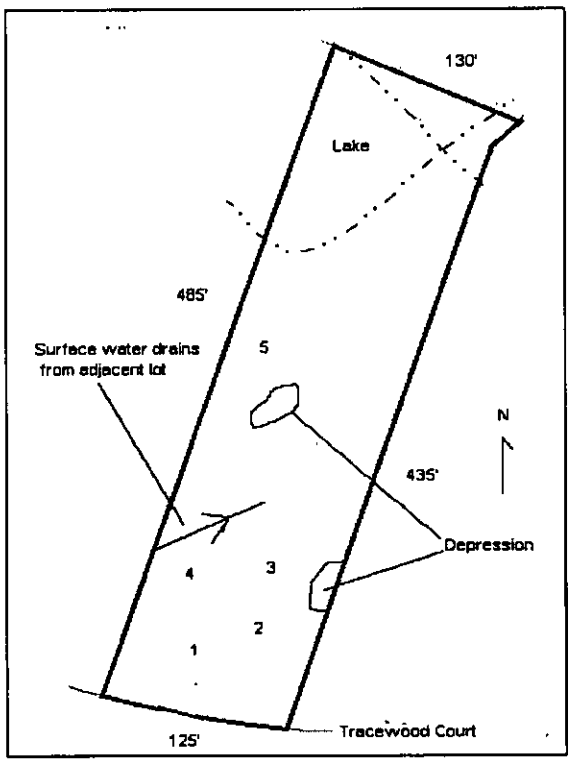
COMMENTS:

100% repair, would need pit investigation before permit is issued, upslope subsurface interceptor drain strongly recommended

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-Food 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		CL-Clay Loam		
FP-Flood Plain		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



FEE: 200.00
DATE: 4/15/04
VISC JKA

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

Drew

FILE #: 3334 A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-321-20

STREET ADDRESS: 5030 Tracewood Ct

SUBDIVISION OR MOBILE HOME PARK NAME: North Lake

LOT NUMBER: 47

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2900

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
✓ CRAWL SPACE
✓ WITH BASEMENT /PLUMBING
__ 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
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER:

NAME: (LAST) Thompson (FIRST) Debbie (MI)

ADDRESS: 309 Gatewood Ln

CITY: Matthews STATE: ZIP: 28104

DAYTIME PHONE: ( ) –

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

NAME: (LAST) Campbell (FIRST) Craig (MI) B

DAYTIME PHONE: (704) 763 – 7843

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: Craig Campbell DATE: 4-14-2004

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

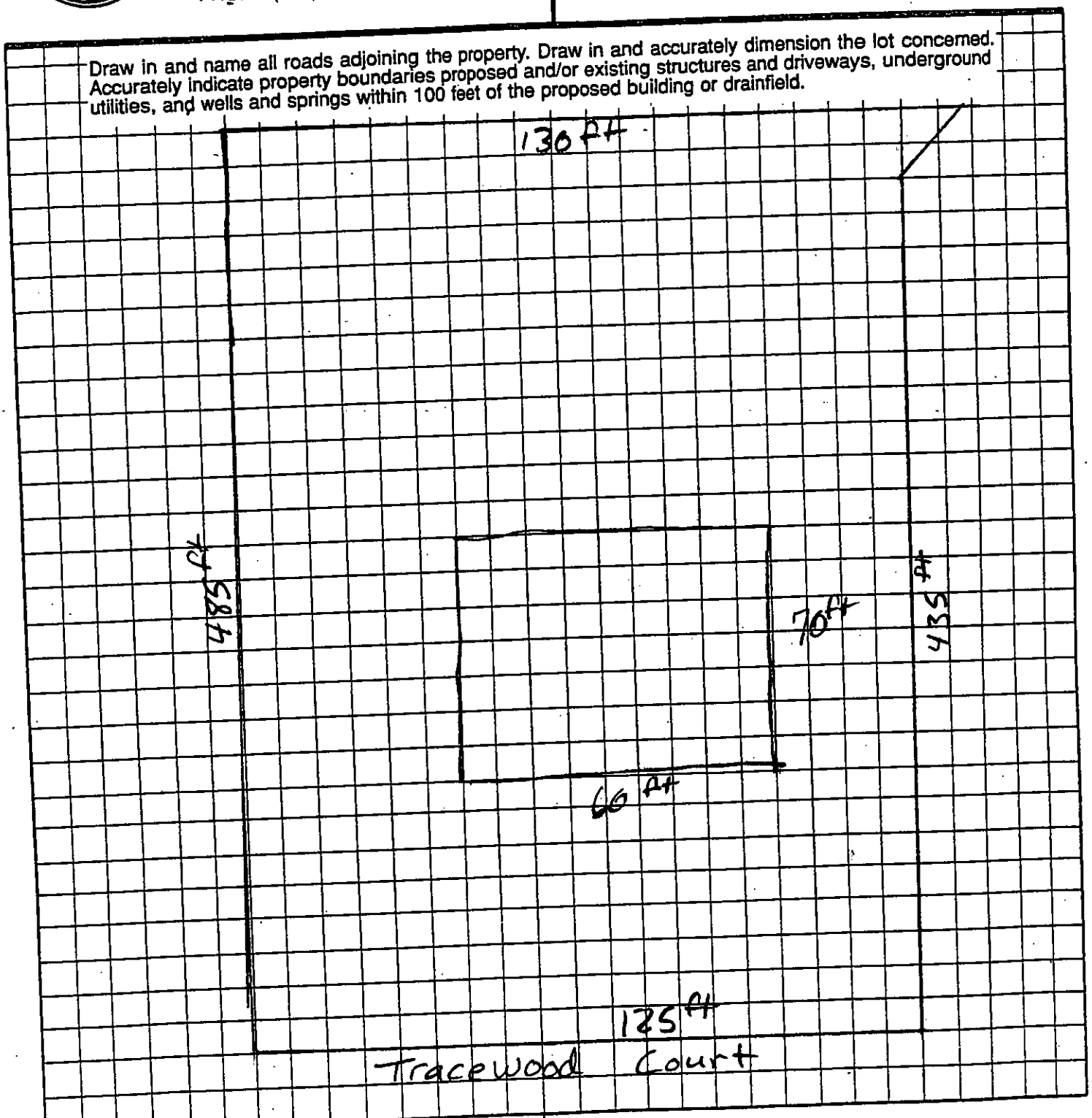
PROPOSED PLOT PLAN

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

FILE: 3334A

TC: 111-321-20

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

MECKLENBURG COUNTY
Health Department

May 4, 2004

Debbie Thompson
309 Gatewood Lane
Matthews, NC 28104

Re: Application for improvement permit for Craig B. Campbell
Property Site: 5030 Tracewood Court
Health Department file no. 3334A

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on April 29, 2004 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 4-bedroom residence, with a design wastewater flow of ___480____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)
____X____Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
____X____Unsuitable soil wetness condition (Rule .1942)
____X____Unsuitable soil depth (Rule .1943)
_____Presence of restrictive horizon (Rule .1944)
____X____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 January 29, 2003. 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 no 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,

J. Andrew Walker, R.S.
Authorized Agent - DENR

Encl: (2)

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recoded in the Office of the Register of Deeds in the county in which the property is located. If Seller is buyer's builder and the same involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form2A3).

CYAIG B. CAMPBELL AND WIFE LAKESHA S. CAMPBELL, as Buyer, hereby offers to purchase and DEBRA F. THOMPSON, 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 CHARLOTTE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 8030 TRACEWOOD CT. CHARLOTTE N.C Zip 28215
Subdivision Name NORTH LAKE
Plat Reference: Lot 47, Block of Section B1 as shown on
Plat Book or Slide M21 at Page(s) 916.
NOTE: Prior to signing this Vacant Lot 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 owner' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 358000 4/8/04 DFT and shall be paid
(a) $ 5000 $38,000, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by ALLEN TATE Co. ("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 , TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(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) $ 345000 BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (Strike out any blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: loan at at ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of 308000 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 5.10 % per annum, with mortgage loan discount points not to exceed 6.0 % of the loan amount. Buyer shall apply for said loan within 10 day 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 4/30/04 and to satisfy all terms and conditions of the loan letter by Closing. After the above 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 their letter or the waiver.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes ("Intended Use").
(c) The Property must be 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 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 $ per N/A.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. Seller shall pay for preparation of a deed and 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $, 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 easement 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 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.

shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers in connection with Closing and transfer of title on or before 6/15/04, at a place designated by Buyer. The deed shall be made to Craig B. CAMPBELL AND WIFE LAKESHA S. CAMPBELL CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

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. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install this sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of Improvement Permit attached as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

☒ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other N/A ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than 4/30/04. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 4/30/04, ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. 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 born e 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 shall have until 4/30/04, ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

13. 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 Section 12 and 13 of 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 of 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 not withstanding 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.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZED ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. 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.

17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e.,Buyer and Seller and their heirs, successor and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. 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.

19. 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 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.

20. 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 signed is communicated to the offering party. This contract is executed under seal is signed multiple originals, all of which together constitute one and the same instrument, with a signed original original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signature below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of their 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 CONTACT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 4/8/04 — Date: 4-8-04

Buyer Craig Campbell (SEAL) — Seller Dora Z Thompson (SEAL)

Date: 4/8/04 — Date:

Buyer Lakesha Campbell (SEAL) — Seller (SEAL)

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

Date: 4/8/04 — Firm: Allen Tate Co.

By: Dan McLemore (Signature)

Selling Agent/Firm/Phone: DAN McLemore Allen Tate Co.

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

Listing Agent/Firm/Phone: DAN McLemore Allen Tate Co

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	04/14/04	**Amount:**	200.00
Receipt #:	25045	**Tendered:**	0.00
Check / Auth #:	VISA 144290	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: CAMPBELL CRIAG B
Attn:
Address:
Address:
City/State/Zip: ,

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 5030 TRACEWOOD STREET		1	200.00	200.00

----------Outstanding Balances----------

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
-30.00					