

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

PROPOSED PLOT PLAN

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

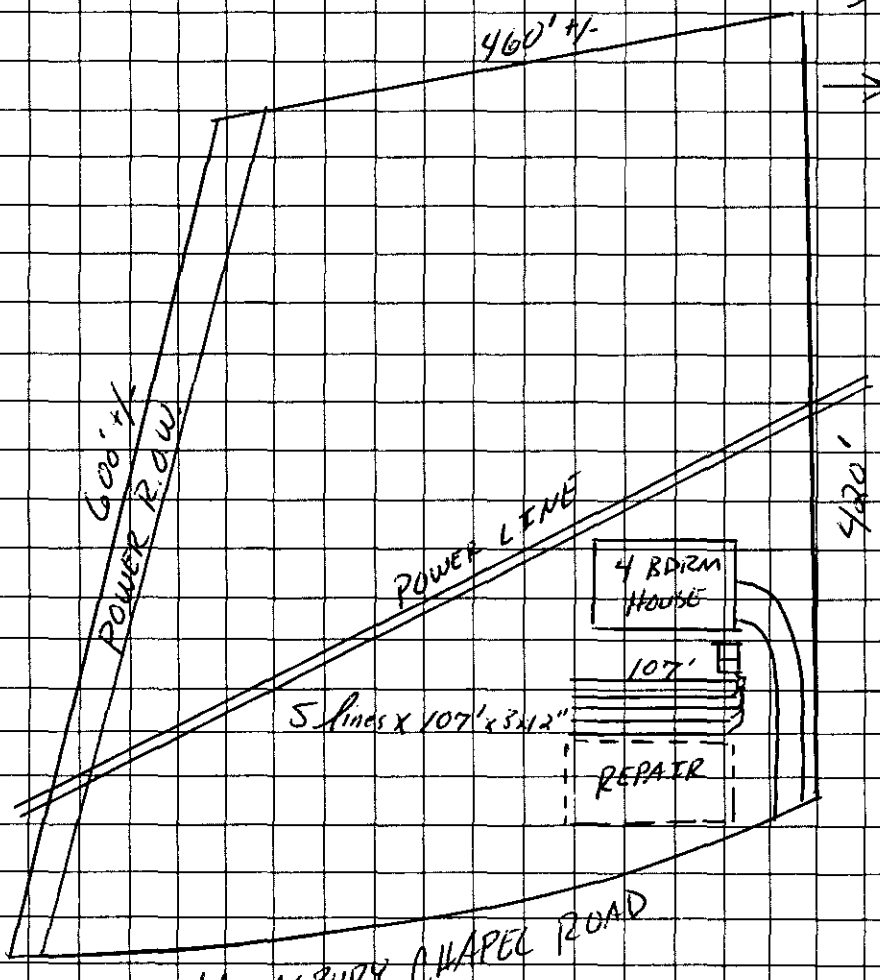
FILE: 54088

TC: 021-171-21

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

COMMENTS

→ Four Bedroom House
→ 1500 gallon septic tank
→ 5 lines x 107' x 3' x 12" Stone
→ 535 LF
→ Type II Conventional System
→ Conventional Repair



OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE Jimmy Mickler R.S. 11/3/03

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

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ PERMIT NO: 5408B

PARCEL NO: 021-171-21

JOB LOCATION ADDRESS: Asbury Chapel Road

PROPERTY OWNER: Glen Austrie

BUILDING CONTRACTOR: _____

SUBDIVISION NAME: NA

AUTHORIZATION ISSUED BY: Tammy Mackie R.S. DATE: 11/03/03

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5408B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

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

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 5408B

Tax Number: 021-171-21

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

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

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

Basement: ___ Yes ✓ No ___ Partial Basement

Type Primary Wastewater System
Type (circle one): I (II) III IV V VI

- ✓ Conventional
- ___ Prefabricated, permeable block panel system
- ___ Shallow Placed Conventional
- ___ Low Pressure Pipe
- ___ Large Diameter Pipe
- ___ Fill
- ___ Other
- ___ Innovative or Experimental:
  - ___ IWWS-93-1
  - ___ IWWS-93-2
  - ___ IWWS-94-1

0.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1605 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NO Serviced by private well	1500 Gallon septic tank	535' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Install 5 lines x 107' x 3' x 12" Stone

Repair Area System Type
Type (circle one): I (II) III IV V VI

- ✓ Conventional
- ___ Prefabricated, permeable block panel system
- ___ Shallow Placed Conventional
- ___ Low Pressure Pipe
- ___ Large Diameter Pipe
- ___ Fill
- ___ Other
- ___ Innovative or Experimental:
  - ___ IWWS-93-1
  - ___ IWWS-93-2
  - ___ IWWS-94-1

1605 Absorption Area (Sq ft) 535' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

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

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

Tommy Mickle R.S. 11/3/03
DEHNR Authorized Agent Date

Owner/Agent Signature Date

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

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

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

Sheet: 1
Property ID: PO 021-171-21
Lot #:
File #: 5408B
Code: 1

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Arzell Deese
Applicant: Glen Austrie
Address: 10810 Asbury Chapel Road, Huntersville, N. C. 28078
Date Evaluated: 10/20/2003
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.0a. Inv.
Location of Site: Asbury Chapel Road
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	.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	0-3	GR/CL	FR/SEXP/SS/SP	>50" TO SOIL WETNESS	50	N/A	NONE	PS, IV .3GPD/FT
		3-40	SBK/C	FI/SEXP/S/P					
		40-50	SBK/CL	FR/SEXP/SS/SP					
2	"	0-4	GR/CL	"	>48" TO SOIL WETNESS	48	"	"	"
		4-32	SBK/C	FI/SEXP/S/P					
		32-48	SBK/CL	FR/SEXP/SS/SP					
3		0-4	GR/CL	"	>38" TO SOIL WETNESS	38	"	"	"
		4-24	SBK/C	FI/SEXP/S/P					
		24-38	SBK/CL	FR/SEXP/SS/SP					
4	"	0-3	GR/CL	"	>48" TO SOIL WETNESS	48	"	"	"
		3-40	SBK/C	FI/SEXP/S/P					
		40-48	SBK/CL	FR/SEXP/SS/SP					
5	"	0-4	GR/CL	"	>43" TO SOIL WETNESS	43	"	"	"
		4-32	SBK/C	FI/SEXP/S/P					
		32-43	SBK/CL	FR/SEXP/SS/SP					

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

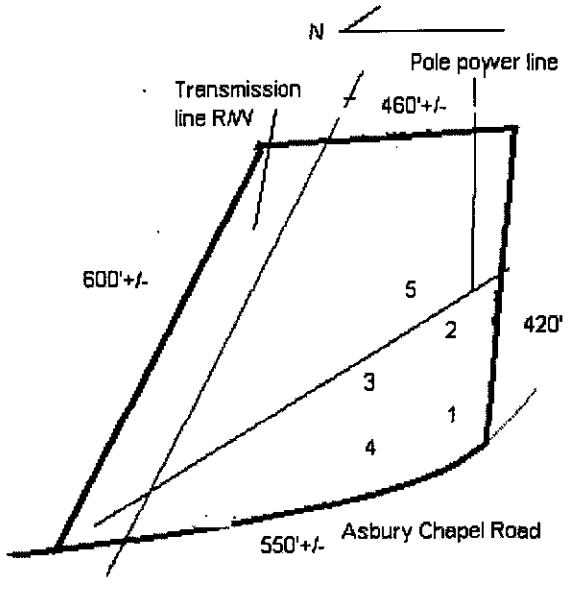
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 10/20/2003, W.R. Marlin
Others Present:

FILE # 5408B

COMMENTS: 100% repair

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



FEE: 200.00 CK# 529

DATE: 10/2/03 JC

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

[ ] CRT

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

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

FILE #: 5408

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 02117121

STREET ADDRESS: ASBURY CHAPEL Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

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) (OFF FRAME)
___ MULTIPLE FAMILY (U)
___ OTHER (O)

HEATED SQUARE FOOTAGE: APPROX. 1500

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

___ WITHOUT BASEMENT
___ ON SLAB
✓ CRAWL SPACE
✓ WITH BASEMENT /PLUMBING
OR ✓ WITH BASEMENT /NO PLUMBING
(undicided)

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)
___ SHARED WELL (S)
___ MUNICIPAL (M)
___ OTHER 'SPRINGS' (O)
___ PRIVATE WELL (P)

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) REESE (FIRST) ARZELL (MI) Y

ADDRESS: 10810 ASBURY CHAPEL Rd.

CITY: HUNTERSVILLE STATE: N.C. ZIP: 28078

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) AUSTRIE (FIRST) GLEN (MI)

DAYTIME PHONE: 704 606-0657

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? N/A

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.

DATE: 10-7-03

SIGNED: _____

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

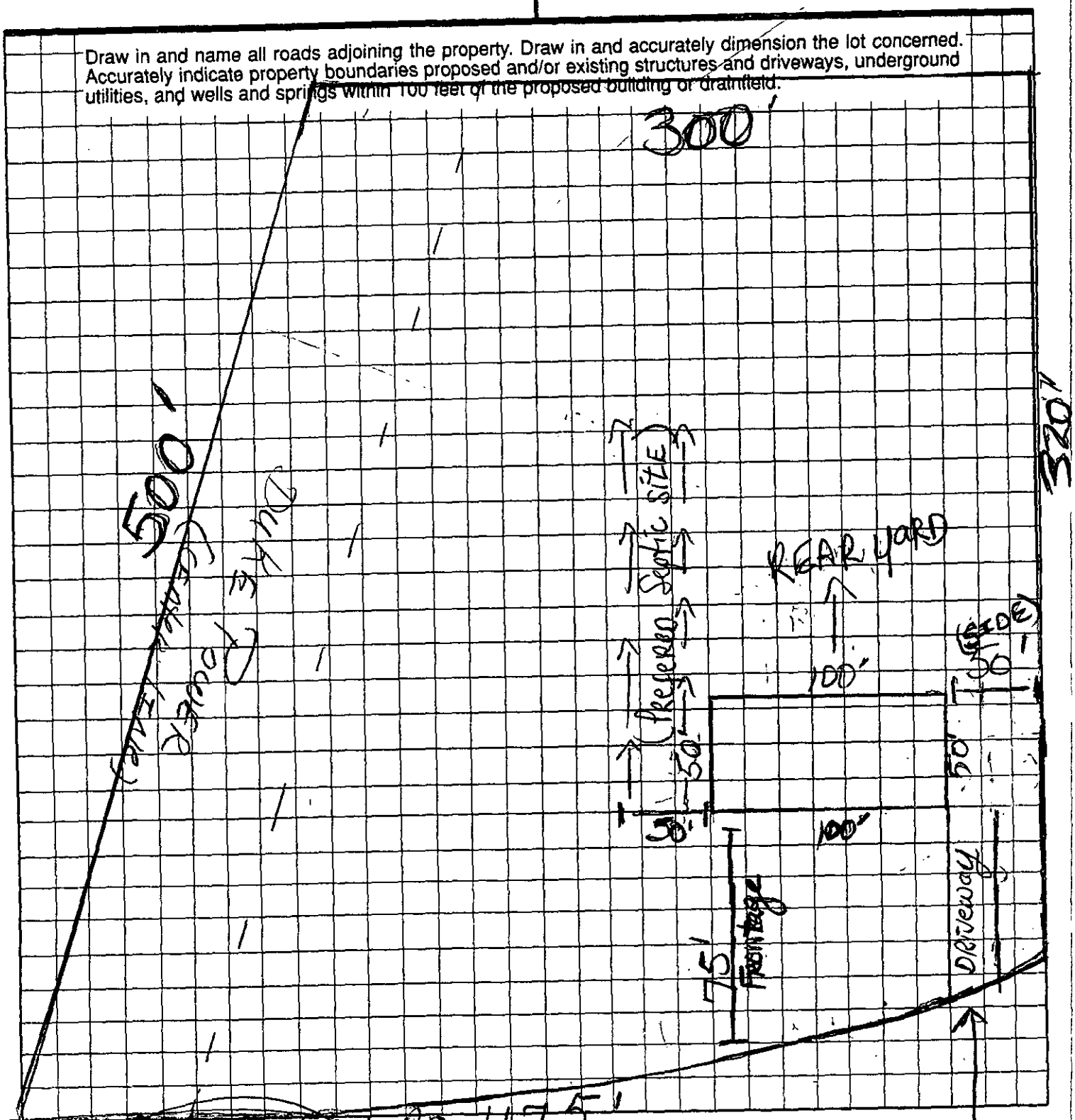
PROPOSED PLOT PLAN

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

FILE: 5408

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.



OWNER/AGENT SIGNATURE

DATE 10-7-03

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this 25 MBA AYD day of September, 19 2003, by and between

Glennroy Austrie ("Buyer"),

and Arzell Y. Deese ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Broker(s)" shall mean:

Realco of the Carolinas, Inc. ("Listing Agency"),

_____ ("Listing Agent")

Acting as: ☑ Seller's Agent; ☐ Dual Agent

and Realco of the Carolinas, Inc. ("Selling Agency"),

_____ ("Selling Agent").

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(b) "Closing" shall occur on or before THE END OF EXAMINATION PERIOD MBA AYD or

Closing shall be 60 days from ~~date of contract~~ contingent upon the lot perking for a gravity conventional four bedroom house.

(c) "Earnest Money" shall mean Five Hundred Dollars($500.00)

or terms as follows: To be held by Seller's Attorney

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in Broker's escrow account, to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9, herein.

(d) "Examination Period" shall mean the period beginning on the date hereof and extending through _____ 199 ____, or

30 days from date of contract after which the earnest money shall be non-refundable.

(e) "Intended Use" shall mean the use of the Property for the following purpose:

Purpose: Single Family Residential

(f) "Property": (Address) Asbury Chapel Road
Huntersville, NC 28078

(Legal Description/Description)

that portion of Mecklenburg County Tax Parcel #02117121 from the center line of the Right of Way of the Duke Power Transmission line southward to the common property line shared with Jonahville AME Zion Church. See Exhibit A

☐ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

(g) "Purchase Price" shall mean the sum of
$15,000 (Fifteen Thousand Dollars) per acre based upon a new survey to be prepared at buyers expense not to exceed $75,000.00 (Seventy Five Thousand Dollars)
payable on the following terms:

(i) Cash in the amount of All cash at closing

_____ Dollars ($_____)

(ii) Proceeds of a new Loan in the amount of NA

_____ Dollars ($ N/A MBA AYD

Buyer must be able to obtain a firm commitment for this loan on or before NA, 199 ____ effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of Lender's decision.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of:
NA

_____ Dollars ($ N/A MBA AYD

being payable over NA months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of NA percent(N/A MBA AYD %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the property and collection of attorney's fees, if any, provided for in the promissory note and deed of trust.

CRCBR FORM #900
Copyright © 7/95
Rev. 2/96

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ NA and evidenced by a note bearing interest at the rate of _____ percent (N/A GR AYD %) per annum, or N/A GR AYD

(h) "Seller's Notice Address" shall be as follows: **Arzell Y. Deese**
10810 Asbury Chapel Road
Huntersville, NC 28078

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as follows: **Glennroy Austrie**
915 Laye Street
Belmont, NC 28012

except as same may be changed pursuant to Section 10.

(j) "Brokerage." Seller and Buyer acknowledge that they shall be responsible for commissions as set forth in their respective agreements with Broker(s), if any. Should any other claim for commission be asserted, each party hereby expressly agrees to indemnify and hold the other harmless with respect thereto to the extent that such indemnifying party is shown to have been responsible for the creation of such claim.

☑ (k) If this block is marked, additional terms of this Agreement are set forth on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs. Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and none GR AYD

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth above.

Section 4. Payment of Purchase Price. Buyer shall pay the Purchase Price in accordance with all the Terms and conditions of this contract.

Section 5. Title. Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on Exhibit C attached hereto ("Permitted Exceptions").

Section 6. Conditions. This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) New Loan. The Buyer must be able to obtain the loan, if any, referenced in Section 1(g)(ii).

(b) Qualification for Financing. If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, then this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) Title Examination. After the date of execution of this Agreement by Seller, Buyer shall, at Buyers expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(d). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) Intended Use. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) Same Condition. If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

(f) Inspections. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(e) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental. Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous Substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of Property.

Section 8. Risk of Loss/Damage/Repair. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the earnest money 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 Agreement, then the earnest money shall be forfeited and such forfeiture shall be the sole remedy 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 licensed real estate broker, the broker is required by state law to retain said earnest money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing. The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit, and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree.

Section 11. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement. This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws.

(a) **Seller Knowledge.** Seller has no knowledge of (i) condemnation(s) or assessment(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property.

(b) **Compliance.** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any Agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceeding pending or threatened against the property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Disclosure.** There is no significant adverse fact or condition known to Seller relating to the Property or the Intended Use which has not been specifically disclosed in writing by Seller to Buyer.

Section 14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law. This Agreement shall be construed under the laws of the State in which the Property is located.

Section 16. Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

Individual

9-25-2003 (SEAL)
Glennroy Austrie

(SEAL)

Business Entity

(Name of Firm)

By: (SEAL)

Title:

SELLER:

Individual

Arzell Y. Deese (SEAL)
Arzell Y. Deese

(SEAL)

Business Entity

(Name of Firm)

By: (SEAL)

Title:

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Date:

(Name of Firm)

By:

CRCBR FORM #900
Copyright © 7/95
Rev. 2/96

Contract of SALE

DEESE / AUSTRIE

EXHIBIT B

THIS SALE IS CONTINGENT UPON THE PARCEL OF LAND UNDER CONTRACT BEING SUITABLE FOR A CONVENTIONAL SEPTIC SYSTEM BEING APPROVED FOR A 4 BEDROOM HOME.

Arzell Deese ARZELL DEESE

GLENNROY AUSTRIE