

15400 EWART RD

01925116

12/26/2007

duponbj

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

proj # 138723

JAN-20-05 08:07 AM File # 1740B

M 138723 ACS P.04

[redacted]

APPLICATION FOR APPROVAL TO USE AN EXISTING ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM
MECKLENBURG COUNTY - GROUNDWATER & WASTEWATER SERVICES
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-5884

GWS – UES.APP 01/05

[redacted]

TYPE APPLICATION:

- ☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A / M)
- ☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
- ☑ ADDITION - RENOVATION OR GARAGE WITH NO MAJOR CHANGES (X)
- ☐ COMMERCIAL OR INDUSTRIAL (N)

PERSON FILING APPLICATION:

NAME: Corydon C. Coombs
ADDRESS: 15400 Ewart Rd
CITY: Huntersville NC
STATE: ZIP: 28078
PHONE: 704 875 0488
ALTERNATE PHONE:

PROPERTY OWNER:

NAME: Corydon C. Coombs
ADDRESS: 15400 Ewart Rd
CITY: Huntersville
STATE: NC ZIP: 28078
PHONE: 704 875 0488
ALTERNATE PHONE:

JOB LOCATION INFORMATION

TAX/PARCEL #: 019-251-14
STREET ADDRESS: 15400 Ewart Rd
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME: N/A
LOT #:

TOWNSHIP:

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

WATER SUPPLY:

- ☐ MUNICIPAL (M)
- ☐ COMMUNITY (C)
- ☑ PRIVATE WELL (P)
- ☐ SHARED WELL (S)
- ☐ OTHER 'SPRINGS' (O)

RESIDENTIAL PROPERTY TYPE:

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

NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

COMMERCIAL / INDUSTRIAL PROPERTY TYPE:

TYPE OF BUSINESS:
EMPLOYEES PER SHIFT:
OF SHIFTS:

INDUSTRIAL WASTES? ☐ YES ☐ NO
UNDERGROUND STORAGE TANKS? ☐ YES ☐ NO

ADDITION TYPE ATTACHED TO EXISTING STRUCTURE:

- ☐ BEDROOM
- ☐ BATHROOM
- ☐ KITCHEN
- ☐ DINING ROOM
- ☐ LIVING ROOM
- ☐ DEN
- ☐ GARAGE
- ☐ SUNROOM
- ☐ PORCH
- ☐ DECK
- ☑ OTHER Patio Room

ADDITION TYPE DETACHED FROM EXISTING STRUCTURE:

- ☐ DETACHED GARAGE
- ☐ DETACHED GARAGE WITH PLUMBING
- ☐ POOL HOUSE
- ☐ SHOP
- ☐ BARN
- ☐ STORAGE SHED
- ☐ DETACHED PORCH / DECK
- ☐ OTHER

"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.

Corydon C. Coombs — Owner's/Agent's Signature
7-25-5 — Date

"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 Sanitary Sewage Collection, 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 y this Department.
- This permit is not transferable.

☐ ADDITION / RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 8 MONTHS FROM ISSUANCE

O.K. to use existing system for a patio room addition.

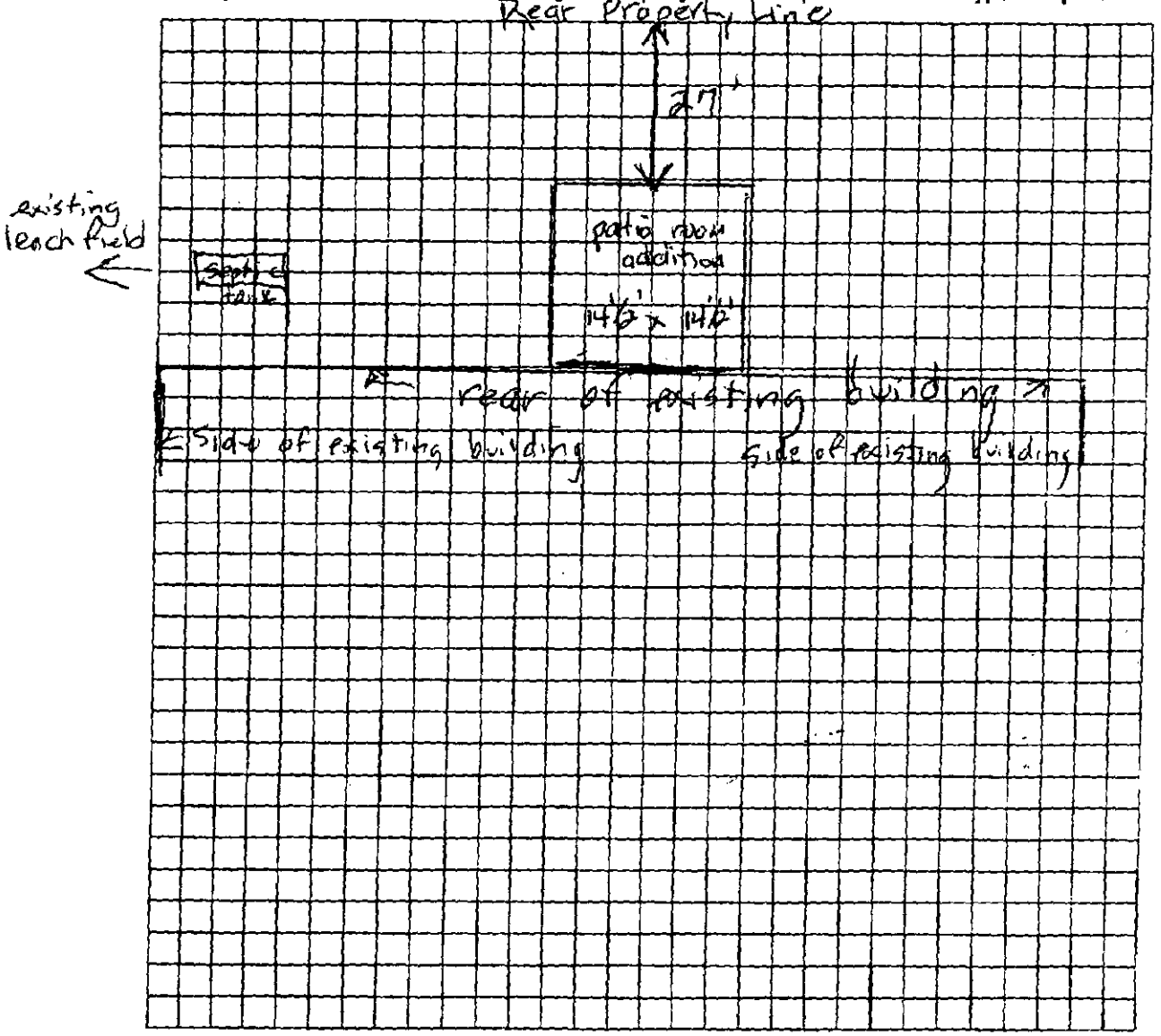
EHS Signature — Date
Tommy Mullis, R.S. 7/27/05

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

File # 1740B
Date 7/26/05

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	Cynthia Clinton
Date	7-25-5

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 07/25/05
Receipt #: 36007
Check / Auth #: MC 803850
Received By: DAUGHVB

Amount: 100.00
Tendered: 100.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: COOMBS, CORY
Attn:
Address: 15400 EWART RD
Address:
City/State/Zip: HUNTERSVILLE, NC 28078

Item	Description	Permit#	Quantity	Unit Price	Total Price
0705	MH Exc/Add/Repl w/o System Mod 15400 EWART RD		1	100.00	100.00

MECK CTY LOUISA N SATELI
18335 OLD STATESVILLE RD
CORNELIUS, NC 28078

JUL 25, 2005 04:59PM

TERM : 1
MERCH: 000158007170

REF #: 001
ACT #: 5396550158478914
EXP : 04/07
CARD : MASTERCARD
INVOICE #: 138723

SALE: $ 100.00

RETR REF#: 520620500305
APPROVAL CODE: 803850

I AGREE TO PAY ABOVE
TOTAL AMOUNT ACCORDING
TO CARD ISSUER AGREEMENT

X _____
SIGNATURE

COOMBS/CORY

MERCHANT COPY

Outstanding Balances

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

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 1740 B
PARCEL # _____

The undersigned, Corydon C. Coombs, owner of property located at 15400 Ewart Rd Huntersville NC (the "site") and described in an instrument recorded in Book 8990 at Page 43, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

filed 3/2/97

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 APR 06 01:11 PM
BOOK:11202 PAGE:443-446 FEE:$12.00
INSTRUMENT # 2000047119

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

- Any changes on the property may make the Improvement Permit Null and void and may make the Improvement Permit subject to revocation.

This instrument was prepared by: Corydon C. Coombs
Mail after recording to: 15400 Ewart Rd
Huntersville, NC 28078

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this _____ day of _____, 199__.

_____ Corydon C. Coombs (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Vermell S. Rush, a Notary Public for said County and State, do hereby certify that Corydon C. Coombs personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 6th day of April, ~~199~~ 2005

Vermell S. Rush
Notary Public

My Commission Expires:
5/1/2009

VERMELL S. RUSH NOTARY PUBLIC MECKLENBURG COUNTY, N.C.



JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	04/06/2000 01:11 PM
Book:	RE 11202 Page: 443-446
Document No.:	2000047119
	PRMIT 4 PGS $12.00
Recorder:	JESSIE YOUNG

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of VERMELL S. RUSH Notary is certified to be correct. This 6TH of April 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Jessie Young
Deputy/Assistant Register of Deeds

****



2000047119

ck # 6954 406

FEE: 200 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 4/1/98 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 2-26-97 PERMIT NO: 1740B

PARCEL NO: 09-251-05

JOB LOCATION ADDRESS: Ewart Road (Site A)
PROPERTY OWNER: Corydon C. Coombs
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: Jerry B. Thompson Jr. L.S. DATE: 2-26-97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1740B, 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.

Agent Ronnie Eller 3-3-97

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

FEE: 100.00
DATE: 1-30-97 RW
Co # 2083

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

1 1 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 #: 17408

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: Book 19 / Page 25 / Lot 5

TAX/PARCEL NUMBER: 01925105 001

STREET ADDRESS: Ewart Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 5 (Site "A")

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1950

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 3-97

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: Coombs (LAST) Corydon (FIRST) C. (MI)

ADDRESS: 13308 White Birch Terrace

CITY: Davidson STATE: NC ZIP: 28036

DAYTIME PHONE: (704) 896-7102

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? N/A closing in March '97

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: Corydon C. Coombs DATE: 1/30/97

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

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

(2400 + A11 #2 = 1740 B

Sheet ___ of ___
PROPERTY ID #: 019-251-05
COUNTY: ___

SOIL/SITE EVALUATION *for* ON-SITE WASTEWATER SYSTEM

OWNER: Carylon C. Coombs Donelson APPLICANT: ___
ADDRESS: 1336 White Birch Terrace APPLICATION DATE: ___ DATE EVALUATED: ___
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .17
LOCATION OF SITE: Guard Road PROPERTY RECORDED: ___
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS 6-15%	0-6"	gr/cl	Fr/SEXP/SS/SP	> 46" TO Chroma 2	46"	N/A	None	PS IV .39F2
		6-40"	SBK/c	Fi/SEXP/SP					
		40-46"	SBK/scl	Fr/SEXP/SS/SP					
2	LS	0-4"	gr/sl	Fr/SEXP/SS/SP	> 41" TO Chroma 2	41"	N/A	None	PS IV .39F2
		4-36"	SBK/c	Fi/SEXP/SP					
		36-41"	SBK/scl	Fr/SEXP/SS/SP					
3	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	> 50" TO Chroma 2	50"	N/A	None	PS IV .39F2
		6-50"	SBK/c	Fi/SEXP/SP					
4	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	> 46" TO Chroma 2	48"	N/A	None	PS IV .39F2
		6-43"	SBK/c	Fi/SEXP/SP					
		43-48"	SBK/cl	Fr/SEXP/SS/SP					

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

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): acceptable
EVALUATED BY: W. R. Nalin 2-21-99
OTHER(S) PRESENT: LSS

COMMENTS: Well Repair

LEGEND

use the following standard abbreviations

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

NOTES

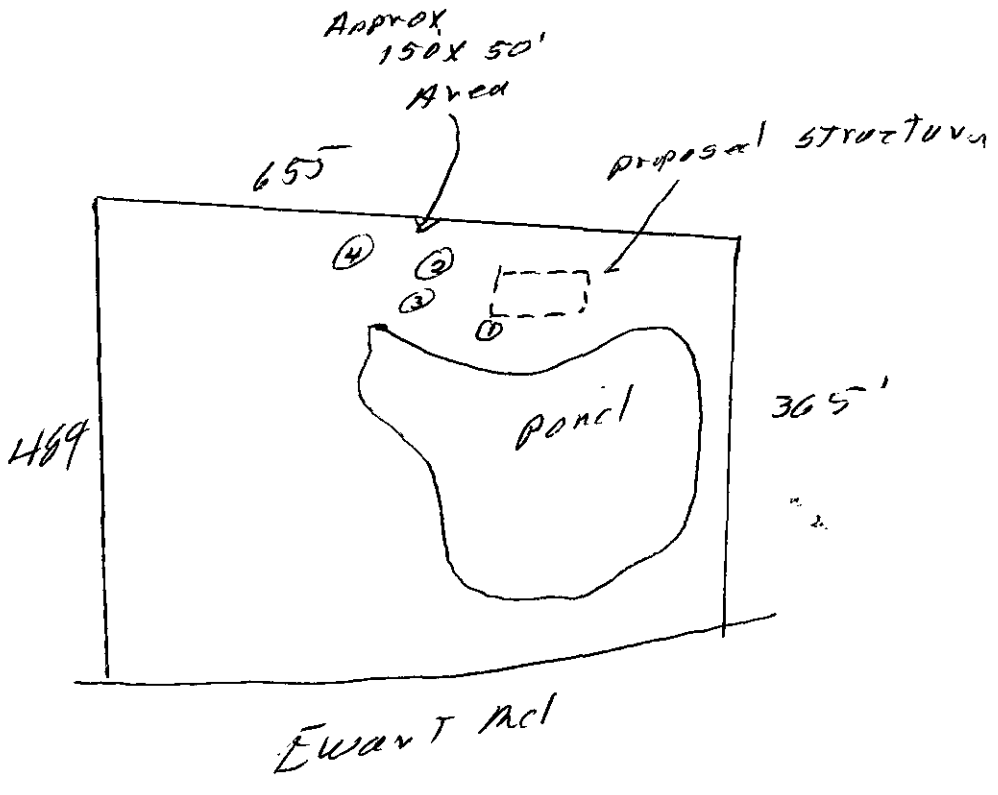
HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or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

Evaluation of saprolite shall be by pits.

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

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

1740B



CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 1740B DATE: 8-7-98

TC: 019-251-05 ☑ L ☐ CRT

SERIAL Nº 17521

Name of Owner Corydon C. Coombs Juris.:

Address of Property 15400 Ewart Rd

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 4 @ 100'

Cover Depth Avg 12"

Water Supply Source priv well

Distance to Water Source Not installed >50'

Excavation Inspected 8-7

Tank(s) Inspected 8-7

Wash Line Inspected /

High Water Alarm Inspected /

PLOT

Design 1996, 1500ST, CON, T, 1200SF, 12G, grav IV CTR# Mayhew 74

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

☑ installed or constructed ☐ altered or repaired

☑ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☑ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: Type II a 3 bedrooms

(4) 3' w x 100' L x 12" stone

Kelly Rowell

Environmental Health Specialist

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

PROPOSED PLOT PLAN

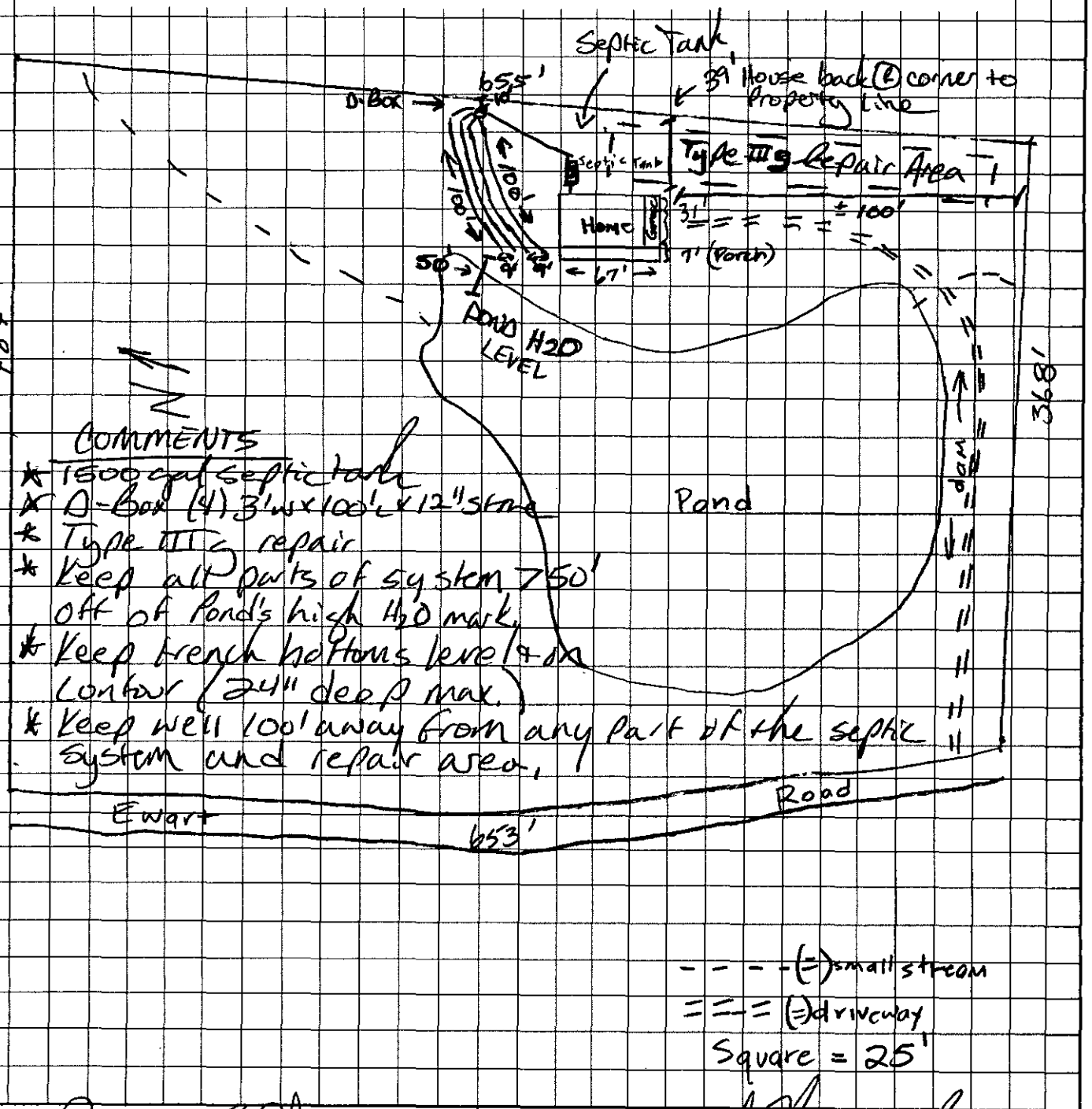
For Site "A"

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

FILE: 1740B

TC: 0192305

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 Agent. Ronnie E Ruth

DATE 3-3-97

APPROVAL DATE J. Thompson L.S. 2697

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

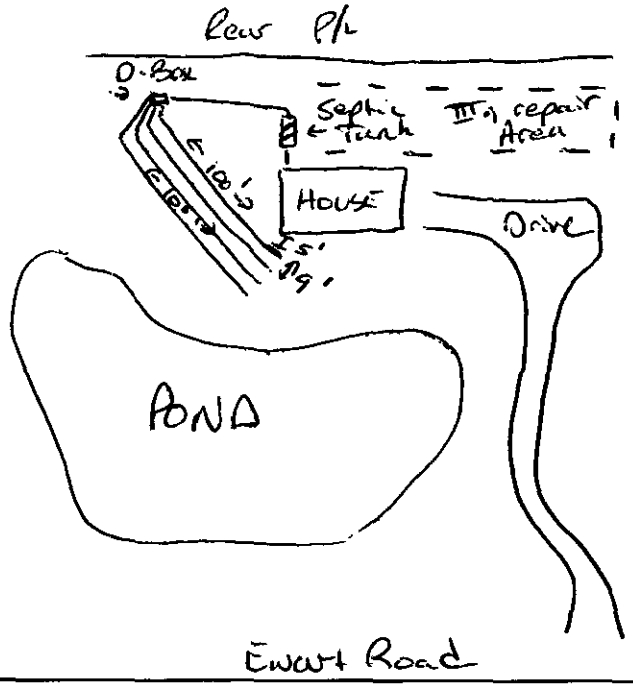
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1740 B DATE: 7.30.98

TC: 019-251-05 L

SERIAL Nº 17784 Site 4

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 1-30-97. All work shall be completed on or before 6-30-98, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Yes

Total Line Length 400 feet

Number of Lines 4

Depth of Stone 12 inches

Distance from House 5 feet

Distance from Property Line 10 feet

Distance from Well > 50 feet

Distance from Pond >50'

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

NAME OF OWNER Corydon C. Combs

LOCATION OF PROPERTY 15400 Ewart Road

Comments: Type II in 3 bedroom
(4) 3'W x 100'L x 12" stone

Larry B. Thompson Jr. R.S.
Environmental Health Specialist

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

DATE 4/7/98

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

019-251-05
PARCEL NUMBER

15400 Ewart Rd
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	APPROVED	NOT APPROVED
2. FLOODWAY REGULATIONS	APPROVED	NOT APPROVED
3. WATERSHED PROTECTION	APPROVED	NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	APPROVED	NOT APPROVED
5. PUBLIC UTILITY EASEMENT	PRESENT	NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	YES	NO
7. DRIVEWAY PERMIT REQUIRED	YES	NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	YES	NO

REMARKS: S. F House

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

SIGNED: Rob

REVISED 1/91

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 1740B Site A

Tax Number: 019-251-05

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Yes Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	N/A Gallon pump tank	12" Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: * Owners Acknowledgment of modified/alternating replacement system requirement form must be signed. * Keep well 100' away from septic system and repair area.				
Repair Area System Type Type (circle one): I (II) III IV V VI or	___ 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	
900 Absorption Area (Sq ft) 300 Total Trench Length (Ft)	N/A 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.

Larry B. Wimpy Jr. R.S. 2-26-97 — DEHNR Authorized Agent — Date

Agent Lonnie E Rash 3-3-97 — 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

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

OWNER'S ACKNOWLEDGMENT OF MODIFIED/ALTERNATIVE REPLACEMENT SYSTEM REQUIREMENT

Site Address: Ewart Road "Site A"

File Number: 1740B

Parcel Number: 019-251-05 Po

Owner/Agent Name: _____
(Please print)

Date: 2-27-97 Number of Bedrooms: 3

Receipt of the plan and specifications for a conventional system of sewage disposal for the above property is hereby acknowledged. Upon receipt of the information, a review was made of the material on file and a site evaluation was conducted. The plan was then reviewed in conjunction with provisions of 15A NCAC 18A .1900 - "Sewage Treatment and Disposal Systems." The plan as submitted is disapproved because there is not sufficient available space for a repair area for a conventional replacement system.

This site may be developed if the repair area is found to be acceptable for either a modified system (Rule .1956) or an alternative system (Rule .1957) for the replacement system as allowed by the following Rule 15A NCAC 18A .1945(b).

(b) Sites shall have sufficient available space for a repair area separate from the area determined in Paragraph (a) of this Rule. The repair area shall be based upon the area of the nitrification field required to accommodate the installation of a replacement system as specified in Rule .1955, .1956, or .1957 of this Section. Prior to issuance of the initial Improvement Permit for a site, the local health department shall designate on the permit the original system layout, the repair area, and the type of replacement system.

Please be advised that you have the right of an informal review by this Department and the right of appeal under G.S. 130A-335(g) and 130A-24, which appeal can be held in Mecklenburg County.

By signing this form, and signing and recording in the Mecklenburg County Register of Deeds Office the attached reclassification form entitled, **"ACKNOWLEDGEMENT OF REQUEST BY OWNER FOR RECLASSIFICATION OF SITE FROM *"UNSUITABLE" TO "PROVISIONALLY SUITABLE"* UNDER 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c)**, you, the property owner,

understand and acknowledge your option to develop this site initially with a conventional sewage system and when needed, subsequently to repair or replace said system with a modified or alternative system as described in Rules .1956 "Modification to Septic Tank Systems," or .1957(a), (b), or (c) "Design Criteria for Design of Alternative Sewage Systems." The completed reclassification form must be approved by this office before it can be recorded.

In addition, you the property owner, also understand that the following conditions will apply:

- Any changes on the property may make the Improvement Permit null and void and may make the Improvement Permit subject to revocation.

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

Larry B. Thompson, R.S. 2-27-97

Environmental Health Specialist Date

I have reviewed this document and understand its provisions and implications concerning the issuance of the Improvement Permit for the above-referenced site.

Property Owner Signature Date

700 North Tryon Street, Suite 211, Charlotte, North Carolina 28202,
(704) 336-5102

The Prudential Carolinas Realty

OFFER TO PURCHASE AND CONTRACT

Corydon C. Coombs + Donna M. Coombs, as Buyer, hereby offers to purchase and Walter W. Ewart, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address Ewart RD Zip 28078
Legal Description: Ewart RD Parcel # 019-251-05
(☐ All ☐ A portion of the property in Deed Reference: Book N/A, Page No. N/A County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:
N/A

4. **PURCHASE PRICE:** The purchase price is $ ~~63500.00~~ 67500.00 and shall be paid as follows:
(a) $ 1,000 —, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by The Prudential Carolinas Realty as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A ~~66,500.00~~, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~63,500.00~~ 67,500.00, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of N/A year(s), at an interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A.
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Residential purposes purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
None.
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
None.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) ~~Ad valorem taxes~~ on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ N/A per _____.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recordation of instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the P... thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees ... copies of all title in...

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☑ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Land Only

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before N/A. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. 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 28 Feb 1997, at a place designated by Buyer. The deed is to be made to As Directed.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

a. Buyer must be able to subdivide into two(2) lots of 3± Acres. Each Lot must pass a water Absorption test for a 4BR 2.5bath minimum 2000-SQFT. Home. One Home to be placed in rear of pond. one Home in the Field Area on North side of Property.

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. 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.

19. 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.

20. 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.

21. 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 a[illegible] any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any oth[illegible]ent between them.

22. EX[illegible] become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed mult[illegible]e one and the same instrument, with a signed original being retained by each party and each REALTOR® o[illegible] beside their signatures below.

[illegible]ONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR [illegible] ATTORNEY BEFORE YOU SIGN IT.

[illegible] of this offer.

(SEAL)

This Standard Form has been approved jointly by the:

REALTOR®

Buyer against all loss from any cause or claim arising therefrom.

NORTH CAROLINA BAR ASSOCIATION, INC.

NORTH CAROLINA ASSOCIATION OF REALTORS®, INC.

Standard Form No. 2

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11. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify

surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

[illegible] possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title,

[illegible] use this best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer,

[illegible] at the prevailing rate with the cost of measurement