

11436 LEMMOND ACRES DR

13915422

12/31/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2567 B DATE: 4-1-99

TC: 139-152010 ☐ L ☒ CRT

SERIAL Nº 17898 X 180

Name of Owner LEWIS T. RAKER Juris.:

Address of Property 11426 LEMMOND ACRES DRIVE

Inspection Data:

Tank Material PCC 1500

Total Length of Drainfield 400

Number of Lines 3 @ 133

Cover Depth 18" - 12"

Water Supply Source COMMUNITY WELL ~~MUNICIPAL~~

Distance to Water Source >100'

Excavation Inspected 4-7-99

Tank(s) Inspected 4-1-99

Wash Line Inspected —

High Water Alarm Inspected —

SEE INSTALLATION PERMIT

PLOT

Design 1500 ST 1200 SFT Conv 12 C CTR# W.J. NORWOOD

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 I5A 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 I5A 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 -

Andrew Welch NS
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

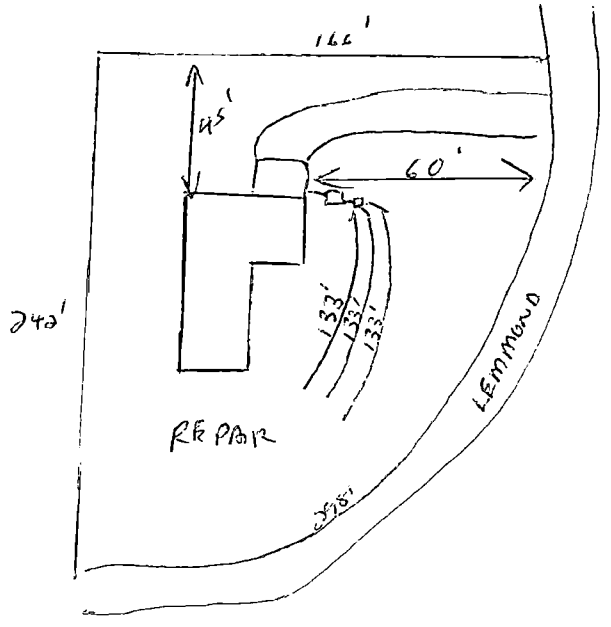
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2567 B DATE: 3-30-99

TC: 139-152-01P ☒ L

SERIAL Nº 18100

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 6-10-98. All work shall be completed on or before 5-30-99, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A 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 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 400 feet

Number of Lines 3

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well NA feet

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

NAME OF OWNER LEWIS T. RAKER

LOCATION OF PROPERTY 11436 LEMMOND ACRES DRIVE

Comments: ① INSTALL 3 LINES 133' LONG

Environmental Health Specialist

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

pk#2116

FEE: 200.00 via AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION 400
DATE: 7-14-98 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 7-9-98 PERMIT NO: 2562B
PARCEL NO: 139-152-01P0

JOB LOCATION ADDRESS: 11436 LEMMOND ACRES DRIVE
PROPERTY OWNER: LEWIS RAKER
BUILDING CONTRACTOR: Lewis T. Raker
SUBDIVISION NAME: LEMMOND ACRES, LOT #15
AUTHORIZATION ISSUED BY: [signature] DATE: 7-9-98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

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

Lewis T. Raker 7-14-98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

PROPOSED PLOT PLAN

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

FILE: 2567 B

TC: 139-152-01 PO

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.

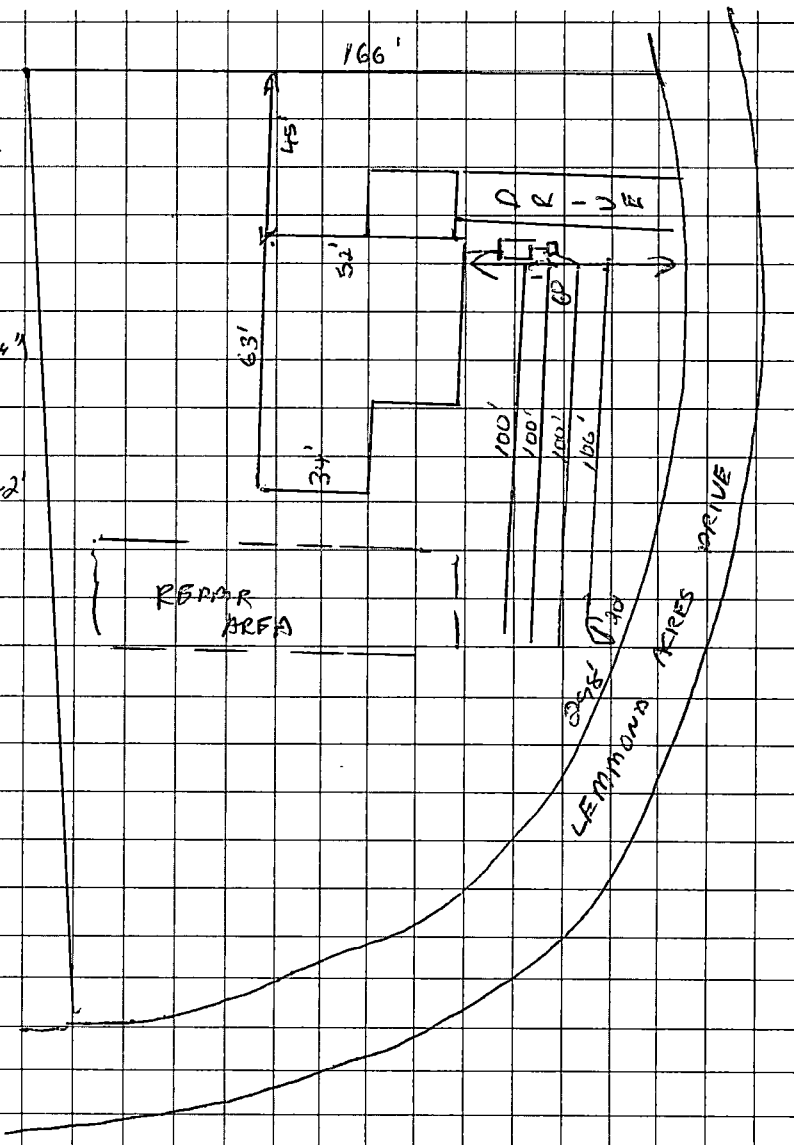
LEMMOND ACRES
LOT # 15
11436 LEMMOND ACRES DRIVE

SCALE 1" = 50'

(1) INSTALL DRAINLINES SHALLOW (4") AND ON CONTOUR.

(2) USE SCHEDULE 40 PVC BETWEEN D-BOX AND DRAINLINE OR ENCASE IN GRAVEL

(3) USE SPEED LEVELS & WATER TEST D-BOX



Lewis J. Lake
OWNER/AGENT SIGNATURE

DATE 7-9-98

APPROVAL DATE 7-9-98

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2560 B

Tax Number: 139-152-61 R6

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	X No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.5 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
COMMUNITY 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	NA Gallon pump tank	12" Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: ④ * SEE PLOT PLAN L				
Repair Area System Type Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 Absorption Area (Sq ft) 406 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.

DEHNR Authorized Agent — Date: 7-9-98

Owner/Agent Signature — Date: 7-9-98

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

#2 (400)

Sheet 1
PROPERTY ID #: PO 139-152 01
Lot # : 15
File # : 25678

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Pas Realty & Development APPLICANT: Lewis T. Baker
ADDRESS: 6918 Lakeside Dr, Thailand DATE EVALUATED: 7-2-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .7 ±
LOCATION OF SITE: 11436 Lenwood River Dr PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☑ Other Community
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	2-6% Slopes .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	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/sl	Fr/SEXP/SS/SP	7.5YR 46" TO soil wetness	46"	N/A	None	PS .39/P2 IV
		4-46"	SBK/L	Fi/SEXP/SS/P					
2	LS	0-24"	gr/sl	Fr-Fi/SEXP/SS/SP	7.5YR 46" TO soil wetness	46"	N/A	None	PS .275/P2 IV
		24-46"	SBK/L	Fi/SEXP/SS/P					
		Possible Plow @ 46"							
3	LS	0-8"	gr/sl	Fr/SEXP/SS/SP	7.5YR 46" TO soil wetness	46"	N/A	None	PS .39/P2 IV
		8-46"	SBK/L	Fi/SEXP/SS/P					
4	LS	0-5"	gr/sl	Fr/SEXP/SS/SP	7.5YR 46" TO soil wetness	46"	N/A	None	PS .39/P2 IV
		5-46"	SBK/L	Fi/SEXP/SS/P					
5	LS	0-4"	gr/sl	Fr/SEXP/SS/SP	7.5YR 46" TO soil wetness	46"	N/A	None	PS .39/P2 IV
		4-46"	SBK/L	Fi/SEXP/SS/P					

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

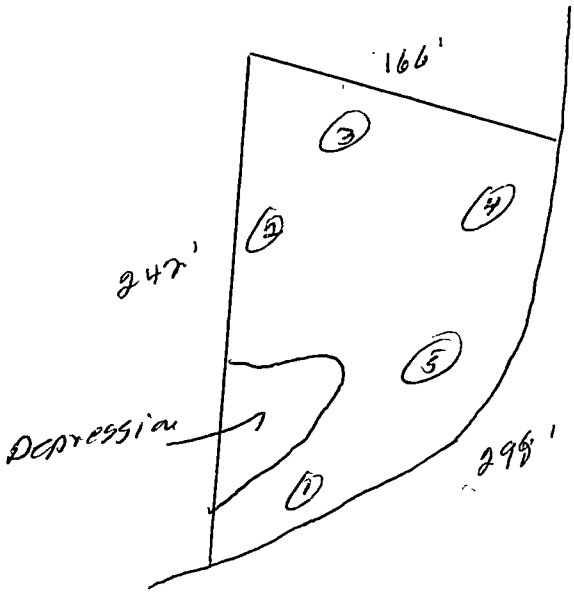
OTHER FACTORS (.1946): Unsuitable
SITE CLASSIFICATION (.1948): ~~Provisionally Suitable~~
EVALUATED BY: A. R. Mulis 7-3-96
OTHER(S) PRESENT: LSS Lewis Baker

FILE # 25693

COMMENTS 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE 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-SLIGHTLYSTICKY
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-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

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



Lemmond Acres Dr.

N

FEE: ✓100 + CK # 510

DATE: 6/12/98 JC

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

I ✓ 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 #: 2576

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-152-01 PO

STREET ADDRESS: 11436 Lemmond Acres Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: Lemmond Acres

LOT NUMBER: 15

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1812

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT __ WITH BASEMENT /PLUMBING
__ ON SLAB
✓ CRAWL SPACE __ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 6-30-98

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:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Baker (LAST) Lewis (FIRST) T (MI)	NAME: Pro Realty + Development (LAST) (FIRST) (MI)
ADDRESS: 15224 August Ln.	DAYTIME PHONE: ( ) 814-0326
CITY: Charlotte STATE: NC ZIP: 28227	6918 Lakeside Ct
DAYTIME PHONE: (704) 545-7101	28277

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: Lewis T. Baker DATE: 6-10-98

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

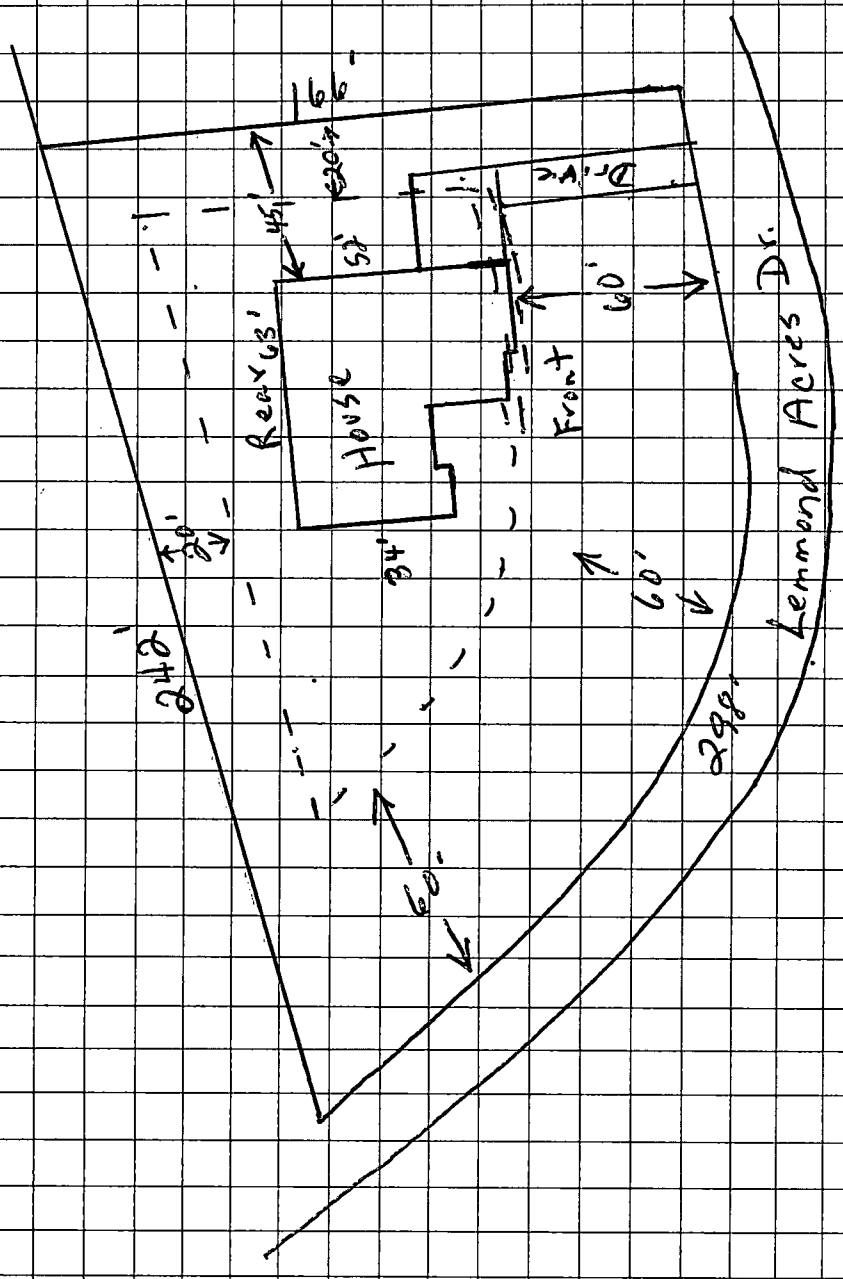
PROPOSED PLOT PLAN

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

FILE: 2567B

TC: 139-152-01PC

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.



Lot #15
Lemmond Acres
11436 Lemmond
Acres Dr.

Scale 1" = 50'

Lewis J Lake
OWNER/AGENT SIGNATURE

DATE 6-17-98

APPROVAL DATE _____

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

2567B

PRO Realty and Development, Inc.

6918 Linkside Court, Charlotte, N.C. 28277
Office (704) 814-0326 Fax (704) 814-0328

CONTRACT FOR THE SALE OF REAL ESTATE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This Contract For The Sale of Real Estate, made and entered into this 9TH day of JUNE, 1998 by and between PRO Realty and Development, Inc., a North Carolina corporation (hereinafter called "Seller"), and LEWIS T. BAKER (hereinafter called "Buyer").

Statement of Purpose

(11436 LEMMOND ACRES DR)

Whereas, Seller desires to sell and Buyer desires to purchase from Seller, upon terms and conditions hereinafter set forth, that certain parcel of real estate located in Mecklenburg County, North Carolina, and more particularly described as LOT #15 (hereinafter referred to as the "Lot") as shown on the map of Lemmond Acres attached hereto as Exhibit "A" and made a part hereof, together with all appurtenances thereunto belonging or appertaining, and all right, title, and interest which Seller may now have or may have in the future in all creeks, streams, rights-of-way, roads, streets and ways bounding said Lot.

Whereas, Seller is improving and agrees to complete development of the Lots into a condition suitable for the construction thereon by Buyer of a single-family home in conformity with the terms of this contract.

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter set forth, and the Earnest Money of $500 delivered herewith, to be held in an Escrow Account by PRO Realty & Development, the parties agree as follows:

1. Development Requirements and Standards. Seller represents and warrants that it will develop the Lot to the standards of the Mecklenburg County Engineering Department and the Department of Transportation. The standards include, but are not limited to, the following:

   a) Lot Minimum. All Lots have a minimum of 30,000 square feet and will be located, sized, and configured substantially as shown on Exhibit "A".

b) Water and Septic. All Lots are served by underground water service from a community well system with said service installed at a location on each Lot as determined by Carolina Water Service. Individual septic systems on each Lot are to constructed and paid for by the Buyer. Buyer acknowledges that a sanitary septic system is required for construction of a single-family dwelling on the Lot. Buyer also acknowledges that this contract is expressly conditioned upon the Mecklenburg County Environmental Health Department's evaluation of the soil for percolation and determination that the soil is suitable for a sanitary septic system for a single family residence. Buyer is responsible for administration and payment of this evaluation. Seller agrees to reimburse Buyer the first one hundred dollars ($100.00) for the Mecklenburg County's evaluation process at deed transfer .

c) Utilities. All Lots are served by underground electrical service with said service installed at a location on each Lot as determined by DukeEnergy. All Lots are served by underground natural gas service with said service installed at a location on each Lot as determined by Piedmont Natural Gas. All Lots are served by underground phone service with said service installed at a location on each Lot as determined by Bell South.

d) Damage. All streets, roads, curbing, sidewalks and improvements shall be installed by Seller within the rights of way of streets and roads and will be maintained by Seller until the responsibility for the maintenance thereof is assumed by the appropriate governmental unit of agency; provided, however, that Buyer shall be responsible for repairing any damage caused by it or its agents or subcontractors to such streets, roads, curbing, sidewalks and other improvements.

e) Recordation. Seller agrees that as of the date of closing, the Lots will be shown on a recorded map, as well as all other streets and roads connecting the Lots to a public way, free of the liens of all deeds of trust and other encumbrances;

f) Flood Area. Seller agrees that the Lots shall not be subject to building flood line restrictions which will render a Lot unbuildable except at expense greater than would have been incurred by Buyer had the lot not been located within a flood area.

g) Usability. Seller agrees that the Lots in all other respects shall be physically and legally usable as Lots upon which a single-family residence can be constructed and used for residential purposes.

h) Soil Condition. Seller warrants that to the best of its knowledge the soil will be satisfactory for the Buyer to construct a single-family residence on the Lot and that no footing shall have to exceed five (5) feet in depth. In the event any footing shall have to exceed five (5) feet in depth, Buyer shall notify Seller prior to commencing work and Seller shall, at its option, either: 1) pay the cost attributable to such footings having to exceed five (5) feet in depth, or 2) repurchase the Lot at the price Buyer paid for same.

i) Hazardous Materials. Seller warrants that to the best of Seller's knowledge, the Lots are free of all chemical substances, asbestos, oil, ureaformaldehyde, PCB's, and all other toxic, radioactive or hazardous wastes, materials, substances, or contaminants (collectively "Hazardous Materials") and that to the best of Seller's knowledge no

Hazardous Materials have ever been stored, disposed, or located upon the Lots. In the event any Hazardous Materials are found on any of the Lots prior to their scheduled closing, Buyer shall have no obligation to close said Lot.

2. Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Lot shall be $ 25,000 to be paid in cash at closing as hereinafter defined.

3. Closing Date. Closing shall take place on or before the 30TH day of JUNE, 1998 at a place designated by Seller.

4. Condition of Title. The Lot shall be conveyed by General Warranty Deed, free and clear of all liens and encumbrances, except general utility easements of records, right or way of public roads, ad valorem real property taxes for the year of closing, which shall be prorated on a calendar year basis to the date of closing, and restrictive covenants as provided hereinafter. The Lot and the marketability thereof shall be insurable at regular rates by a title insurance company licensed to do business in the state of North Carolina.

5. Restrictive Covenants and Architectural Review Boards. Buyer acknowledges that the parcel developed into Lemmond Acres subdivision shown on Exhibit "A" attached hereto, which includes the Lot, is governed by that certain Declaration of Covenants, Conditions and Restrictions Lemmond Acres which is to be recorded in the Mecklenburg County Registry (hereinafter referred to as the "Covenants"). The Covenants contain provisions for an Architectural Review Committee for homes to be built within the Lemmond Acres development and Buyer further acknowledges that Seller shall also be imposing certain additional reasonable restrictions on the Lots of Lemmond Acres subdivision including a Homeowners Association and an Architectural Review Committee The Covenants shall (notwithstanding anything herein or elsewhere contained to the contrary and unless Seller hereafter expressly waives this provision in writing) fully comply with FNMA, FHA, and VA guidelines and shall provide, among other provisions, that the property shall be used for single-family residential purposes only, with the house constructed thereon to contain not less than 1,800 square feet of heated living area. Buyer agrees that it is necessary and desirable to have reasonable conditions and restrictions imposed on the Lots of Lemmond Acres and agree to accept title to the Lot subject to the Covenants and other reasonable restrictions imposed by Seller. Seller agrees that it shall make available to Buyer copies of all recorded restrictive covenants affecting the Lot prior to closing.)

6. Closing Costs and Prorations. Seller shall have the Deed prepared and pay for revenue stamps. All other closing costs shall be borne by the Buyer . Ad Valorem property taxes are to be prorated, on a calendar year basis, as of the date of closing.

7. Rights in Event of Default. Should Buyer default under the terms of this Contract prior to closing, the Earnest Money shall be delivered to Seller and Seller shall have all other rights available to it in law or equity. Should the Seller default under any of the provisions of this Contract, Buyer may demand return of the Earnest Money paid herewith and Buyer shall have all other rights available to it in law or in equity.

8. Notices. Any notice or demand, which under the terms of this Contract may be given or made by the parties hereto, shall be in writing and be given or made by mailing the same addressed to the other party at the address below. Either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made, or mailed.

Any notice given hereunder by mail shall be deemed delivered when deposited in the United States Mail, enclosed in a prepaid envelope, addressed as hereinafter provided. The address of the parties hereto are as follows:

To Seller: PRO Realty & Development, Inc.
6918 Linkside Court
Charlotte, NC 28277

To Buyer: LEWIS T. RAKER
15224 AUGUST LN
CHARLOTTE NC 28227

9. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Date of Contract. The "Date of this Contract" shall be deemed to be the latter of the dates of execution of this Contract by the Seller or Buyer, such date being inserted beside the signatures of Seller and Buyer. Such date shall be inserted in the preamble of the first page of this Contract.

11. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof shall be construed as if such invalid, illegal or unenforceable term or condition had never been contained herein.

12. Construction. This contract shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.

13. Survival of Contract Provisions. The provisions of this contract shall survive the delivery of the deed, and the parties hereto shall comply with the provisions hereof notwithstanding such delivery.

14. Assignment. This Contract shall not be assignable by Buyer without the consent of Seller, which consent shall not be unreasonably withheld.

15. Persons Bound. The covenants herein contained shall bind and the benefits and advantages shall insure to the respective successor and assigns of the parties hereto. Whenever used, the singular, and the use of any gender shall include all genders.

16. Entire Agreement, Alteration or Modification. The parties hereto acknowledge and agree that this Contract represents their entire agreement with respect to its contents and

that all prior drafts and correspondence between and among the parties or their officers, employees, agents, other representatives are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This document may not be altered or modified in any manner or form whatsoever except in a duly executed written modification to this Contract which shall be attached to and made a part of this document. The said modification shall not be effective to modify or alter this document unless acknowledged and accepted in writing by all parties hereto.

IN WITNESS WHEREOF, Seller and Buyer have signed and sealed this contract in duplicate originals, the day and year first above written, each party retaining a copy hereof.

SELLER:

Date: 5/9/98

PRO Realty & Development, Inc.

By: _____

Title: Vice President

BUYER:

Date: 5-9-98

X: Lewis J. Baker

X: _____