

14110 LEA POINT CT

01314135

1/7/2008

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: 50358 DATE: 2/24/06

TC: 013-141-35 ☐ L ☒ CRT

SERIAL 19982

Name of Owner LEGACY BUILDERS Juris.: _____

Address of Property 14110 LEA POINT COURT

Inspection Data:

Tank Material PVC

Total Length of Drainfield 400'

Number of Lines 4 @ 100'

Cover Depth 12"

Water Supply Source MUNICIPAL

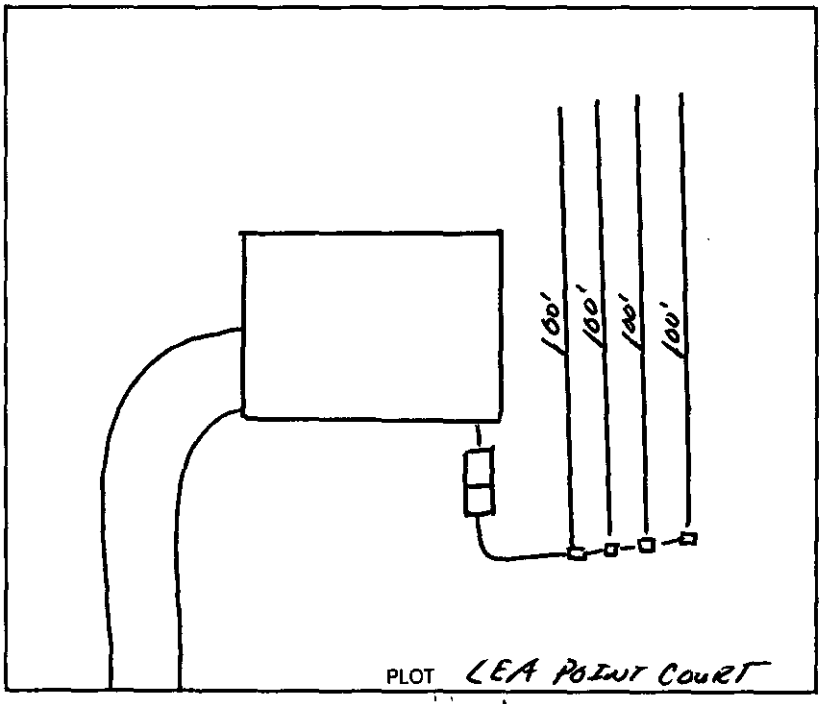
Distance to Water Source —

Excavation Inspected 2/24/06

Tank(s) Inspected 2/24/06

Wash Line Inspected —

High Water Alarm Inspected ~~2/~~



Design 1500 ST, 1200 SF-T, INV, CHAMBERS (4') CTR# C45 GRADING

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: FOUR BEDROOM HOUSE

4 lines x 100' x 3' w/ DROP BOXES

TYPE IIIg INNOVATIVE SYSTEM

Tony Mullis R.S.

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

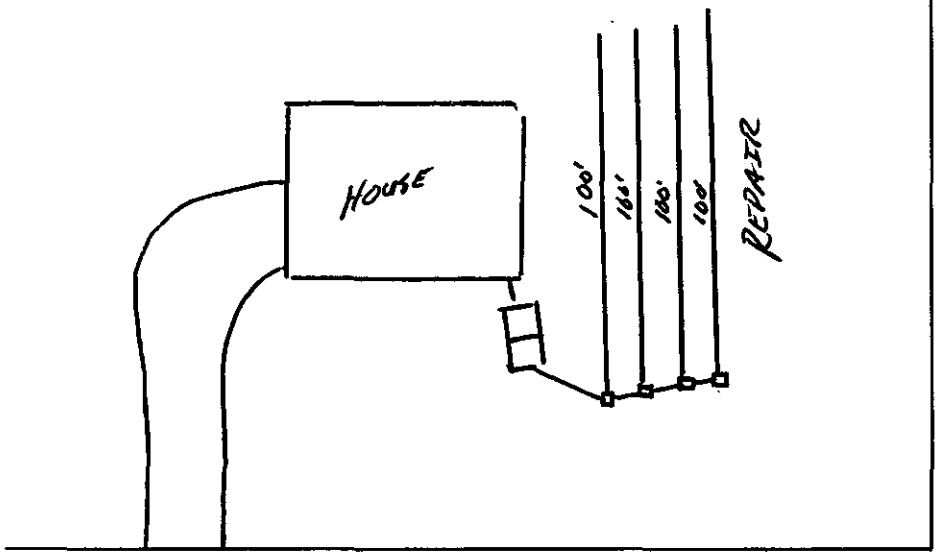
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 50358 DATE: 2/24/06

TC: 013-141-35 ☐ L

SERIAL Nº 20647

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 9-30-05. All work shall be completed on or before 3/24/06, 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

LEA POINT COURT

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 4 x 100'

Depth of Stone — inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well > 100' feet

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

NAME OF OWNER LEGACY BUILDERS

LOCATION OF PROPERTY 14110 LEA POINT COURT

Comments: FOUR BEDROOM HOUSE

4 lines x 100' x 3'

TYPE IIIg INNOVATIVE SYSTEM

Tommy Mullis, RS.

Environmental Health Specialist

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

FEE: 300 w amt
DATE: 9/30/05

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

LD
ACS

PERMIT NUMBER: 5035B
PARCEL NUMBER: 013-141-35

JOB LOCATION ADDRESS: 14110 Lea Point Court
PROPERTY OWNER: Legacy Builders
BUILDING CONTRACTOR: Legacy Builders
SUBDIVISION NAME: Lea Woods
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 10/03/05

Jeremy Michelone, R.S.
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5035B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.

5. OTHER CONDITIONS:

Permit Number: 5035B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 013141 ~~44~~ 35 ~~PO~~

- 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.

Lot 1

Basement NO	___ 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	480 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)
4 Bedrooms in residence	NA Gallon pump tank	NA Depth of stone	

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

Site modifications required:

Additional Conditions: Innovative Septic System Approval, Agreement forms shall be recorded and on file prior to cons. Auth: release. Type III Repair Area. Keep the septic system > 100' (50' min) from any wells.

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

1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	NA 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.

Phila A. Walker RS. 9/3/02
DEHNR Authorized Agent Date

x Michael C. Bunting 9-4-02
Owner/Agent Signature Date

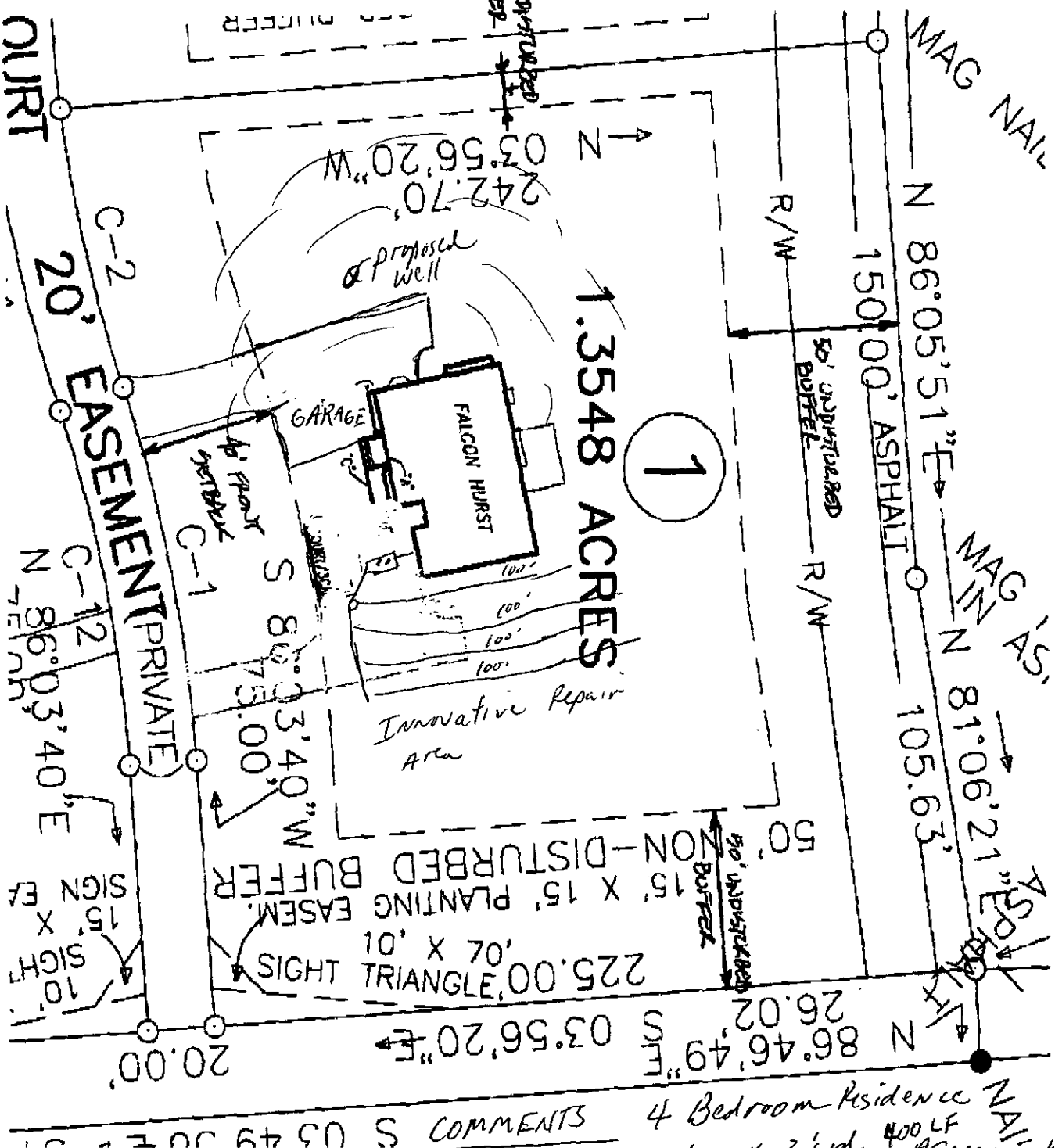
MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

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

5035B
9/3/02

08/06/02 LEA WOODS - LOT 1 1"=40'

MIN. SETBACKS: FRONT - 40'
SIDE - 5'
SIDE STREET - 15'
REAR - 25'



COMMENTS 4 Bedroom Residence N/A
Innovative Septic System Approval, 4 lines x 100' long x 3' wid, 400 LF Agreement forms shall be recorded and on file prior to cons. authorization release. Keep the septic system ≥ 100' (50' min) from any wells. Type IIIg Innovative system Repair Area. Keep the septic Area ≥ 100' (50' min) from any wells

09/04/2002 10:33:38 AM Salisbury, NC

Michael C. Bernstein 9-4-02

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 09/30/05
Receipt #: 37287
Check / Auth #: CHARGE
Received By: AIDOOJK

Amount: 150.00
Tendered: 0.00
Returned: 0.00

Account Information

Account #: X34879
Contractor: LEGACY BUILDERS OF LAKE NORMA
Attn:
Address: P O BOX 2458
Address:
City/State/Zip: CORNELIUS, NC 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 14110 LEA POINT COURT		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
300.00	3,480.78				

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	09/30/05	**Amount:**	150.00
Receipt #:	37285	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	-150.00
Received By:	AIDOOJK		

Account Information

Account #: X34879
Contractor: LEGACY BUILDERS OF LAKE NORMA
Attn:
Address: P O BOX 2458
Address:
City/State/Zip: CORNELIUS, NC 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 14110 LEA POINT COURT		1	150.00	150.00

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

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
150.00	3,480.78				

New Owner

GWS – RES. APP 07/05

SEPTIC FEE: _____
DATE: _____
CRT [ ]

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

FILE # 5035B

WELL FEE: _____
DATE: _____
CRT [ ]

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

WELL TYPE APPLICATION: ☑ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: ~~13141035~~ 013-141-35
STREET ADDRESS: 14116 Lea Point Court
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME: Lea Woods
LOT #: 1
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 2671
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Legacy Builders of Lake Norman
ADDRESS: PO Box 2458
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: WORK PHONE: 704-892-1160
MOBILE PHONE: 704-369-0682 FAX: 704-895-4136

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? FEB 2006

*An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

9/30/05
Owner's/Agent's Signature Date

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

*A Well Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

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

336-2493

RETURNED TO CUSTOMER

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2005 SEP 29 03:43 PM
BK:19413 PG:183-186 FEE:$20.00

INSTRUMENT # 2005193030

2005193030

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 # 50353
PARCEL # 131-141-35

The undersigned, Legacy Builders of Lake Norman, owner of property located at 14110 Keg Point Court Huntersville NC, (the "site") and described in an instrument recorded in Book 19 at Page 631, 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 reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

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:

This instrument was prepared by: Robert Zacnoch
Mail after recording to: Legacy Builders
PO Box 2458 Cornelius NC 28031

-- 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.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless theDepartment, 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 29 day of September, 20 05.

LEGACY BUILDERS OF LAKE NORMAN (SEAL)
(Corporate Name)

By: _____ (SEAL)

_____ President (SEAL)

(SEAL)

CORPORATE SEAL

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF _____

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

WITNESS my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Mary M. James, a Notary Public for said County and State, do hereby certify that R. A. ZARNOCH personally came before me this day and acknowledged that he is Pres ~~Secretary~~ of Legacy Builders of Lake Norman, a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and ~~attested by~~ _____ as its _____ ~~Secretary~~.

WITNESS my hand and notarial seal, this 29 day of September, 2005.

Mary M James
Notary Public

My Commission Expires:

8/4/07

Corporate Seal

MARY M. JAMES NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

REVISED 8-13-02

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

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration: 09/29/2005 03:43 PM

Book: RE 19413 Page: 183-186

Document No.: 2005193030

AGMT 4 PGS $20.00

Recorder: F. RAY BAKER JR.

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of MARY M. JAMES Notary is certified to be correct. This 29TH of September 2005

JUDITH A. GIBSON, REGISTER OF DEEDS By: F Ray Baker
Deputy/Assistant Register of Deeds

****

2005193030

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

DATE: 9/3/02 PERMIT NO: 5035B
PARCEL NO: 013 141 04 pp35
JOB LOCATION ADDRESS: Hubbard Road lot 1
PROPERTY OWNER: Dwight Houser (pros buyer Michael Bunting)
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: Lea woods
AUTHORIZATION ISSUED BY: Philip S. Walker DATE: _____
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5035B, 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: Agreement forms shall be recorded and on file prior to Cons. Auths. release.

VOID

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.

X _____
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

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

Sheet: 1
Property ID: PO 013-141-04
Lot #: 1
File #: 5035B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Dwight Houser
Applicant: Michael C. Bunting
Address: 3708 Portland Ct., Marietta, Ga. 30062
Date Evaluated: 08/19/2002
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.35a
Location of Site: Lea Point Ct., (proposed) off Hubbard Road
Property Recorded:

Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [x] 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, 12	0-6	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	N/A	NONE	PS, IV .3GPD/FT^2
		6-49	SBK/C	FI/SEXP/S/P					
2	"	0-17	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		17-49	SBK/C	FI/SEXP/S/P					
3	LS, 10	0-9	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		9-49	SBK/C	FI/SEXP/S/P					
4	LS, 12	0-5	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		5-49	SBK/ABK/C	FI/SEXP/S/P					

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, 8/20/02, W. R. Marlin
Others Present:

FILE # 30358

COMMENTS 1007 Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE S-SHOULDER SLOPE L-LINEAR SLOPE FS-FOOT SLOPE N-NOSE SLOPE H-HEAD SLOPE CC-CONCLAVE SLOPE CV-CONVEX SLOPE T-TERRACE FP-FLOOD PLAIN	I	S-SAND LS-LOAMY SAND	1.2-0.8
	II	SL-SANDY LOAM L-LOAM	0.8-0.6
	III	SI-SILT SICL-SILTY CLAY LOAM CL-CLAY LOAM SCL-SANDY CLAY LOAM	0.6-0.3
	IV	SC-SANDY CLAY SIC-SILTY CLAY O-ORGANIC	0.4-0.1

CONSISTENCE MOIST	WET
VFR-VERY FRIABLE FR-FRIABLE FI-FIRM VFI-VERY FIRM EFI-EXTREMELY FIRM	NS-NON-STICKY SS-SLIGHTLYSTICKY S-STICKY VS-VERY STICKY NP-NON-PLASTIC SP-SLIGHTLYSTICKY P-PLASTIC VP-VERY PLASTIC

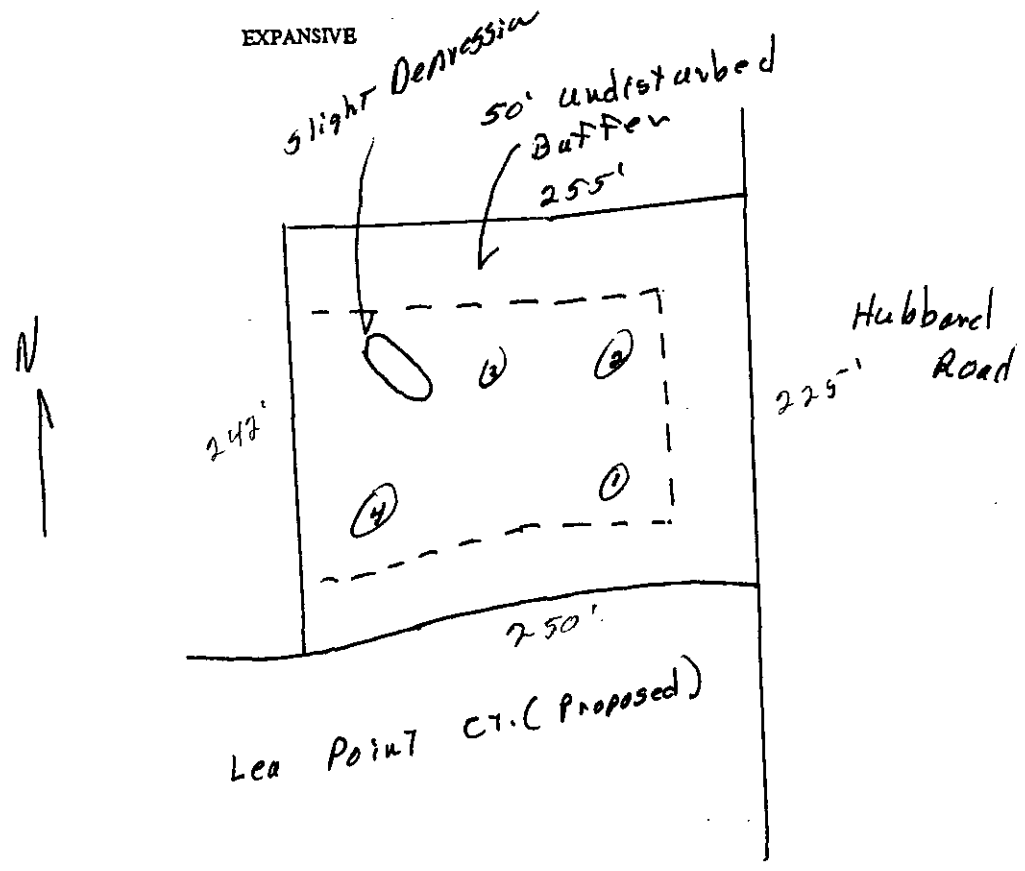
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



DATE: 8-6-02
Rec'd 200 8/6/02 cc

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 #: 5035 B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01314104 Po

STREET ADDRESS: Hubbard Rd. SR 2134

SUBDIVISION OR MOBILE HOME PARK NAME: Lea Woods

LOT NUMBER: # 1

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: 3,200

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 5

CLOSING DATE 9-6-02

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: Houser Dwight
(LAST) (FIRST) (MI)

ADDRESS: 3708 Portland Ct.

CITY: Marietta STATE: GA ZIP: 30062

DAYTIME PHONE: ( )770 - 973-1444

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Bunting Michael C
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( )704 - 875-1040

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: Michael C. Bunting DATE: 8-6-02

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

8/6/02 Placed only Rec'd 7:45 PM

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

Sheet: 1
Property ID: PO 013-141-04
Lot #: 1
File #: 5035B
Code: 1

ACJ

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Dwight Houser
Applicant: Michael C. Bunting
Address: 3708 Portland Ct., Marietta, Ga. 30062
Date Evaluated: 08/19/2002
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.35a
Location of Site: Lea Point Ct., (proposed) off Hubbard Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] 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 (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 12	0-6	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	N/A	NONE	PS, IV
		6-49	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-17	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		17-49	SBK/C	FI/SEXP/S/P					
3	LS, 10	0-9	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		9-49	SBK/C	FI/SEXP/S/P					
4	LS, 12	0-5	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		5-49	SBK/ABK/C	FI/SEXP/S/P					

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, 8/20/02, W. R. Marlin
Others Present:

FILE # 30358

COMMENTS 100% Repair

LANDSCAPE POSITION

R-RIDGE
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L-LINEAR SLOPE
FS-FOOT SLOPE
N-NOSE SLOPE
H-HEAD SLOPE
CC-CONCLAVE SLOPE
CV-CONVEX SLOPE
T-TERRACE
FP-FLOOD PLAIN

GROUP	TEXTURE	.1955 LTAR
I	S-SAND LS-LOAMY SAND	1.2-0.8
II	SL-SANDY LOAM L-LOAM	0.8-0.6
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IV	SC-SANDY CLAY SIC-SILTY CLAY O-ORGANIC	0.4-0.1

CONSISTENCE

MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

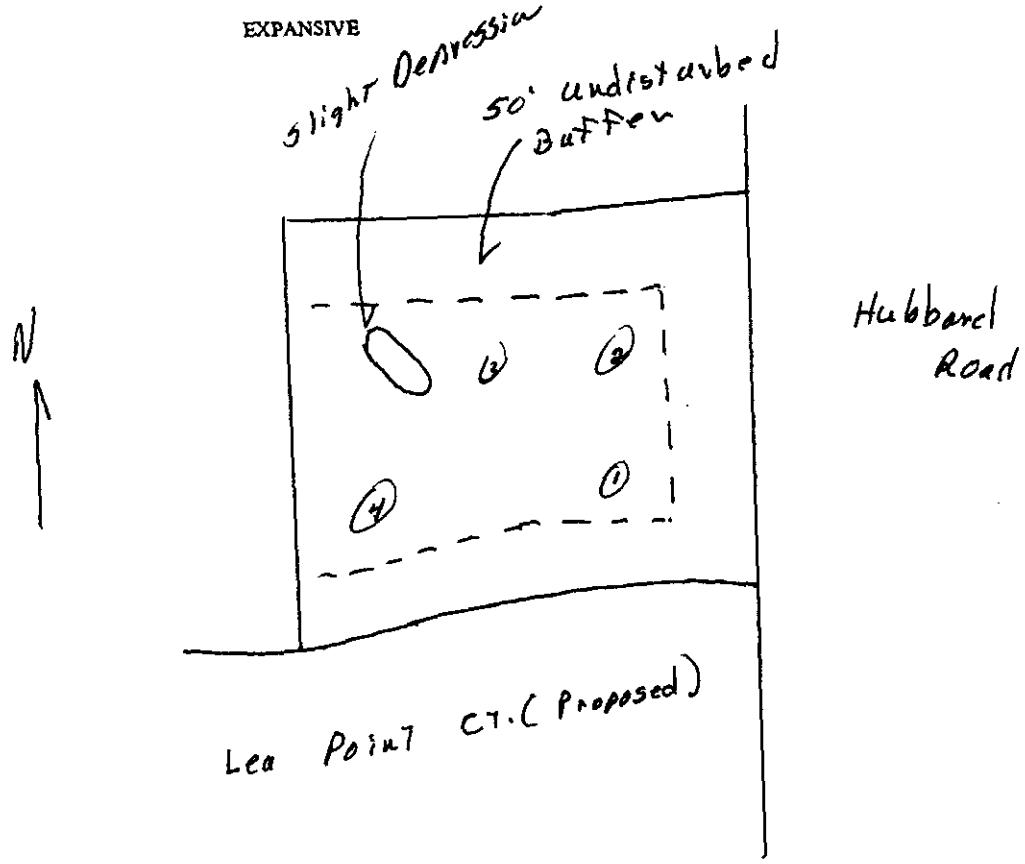
STRUCTURE

SG-SINGLE GRAIN
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SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



OFFER TO PURCHASE AND CONTRACT

Michael Gunning & Ronald Loggins, as Buyer, hereby offers to purchase and Daughtridge, Norris & Elizabeth Anne Norris, 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 Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address _____ Zip _____
Legal Description: Parcel ID #: 2131404
(If All ☐ A portion of the property in Deed Reference: Book 8223 Page No. 601 Mecklenburg 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 Real Land
3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A
4. **PURCHASE PRICE:** The purchase price is $ 170,000.00 See Addendum A and shall be paid as follows:
(a) $ 2000.00, EARNEST MONEY DEPOSIT by ☐ cash ☐ person) check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Allen Tate Realty, as escrow agent, until the sale is closed, or 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 covering its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ _____, 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) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 167,000.00, BALANCE of the purchase price in cash at closing.
5. **CONDITIONS:** (Date 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 N/A % per annum, with mortgage loan discount points not to exceed _____ % 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 Subdivision 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 enforceable 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:
_____
(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:
_____
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 fuel being purchased, 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 $ _____ 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 recording of all 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 Property at the prevailing rate with the cost of the measurement thereof, if any, being paid by Seller.
10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
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 Buyer against all loss from any cause or claim arising therefrom.

FROM : Panasonic FAX SYSTEM PHONE NO. : Aug. 06 2002 01:39PM P2
DWIGHT HOUSER 770-509-8987 p.3

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) _____

☐ 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 visible asbestos or radiating environmental contamination. Inspections must be completed on or before Seller Accepts As Is. Buyer is advised to have any inspections made prior to executing contracts for closing and in sufficient time to correct 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 Commission, 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 cover or call attention to 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 an 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 12:00 p.m. Seven Days After Acceptance at a place designated by Buyer. The deed is to be made to As Is Contract.

15. POSSESSION: Unless an exception 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.)

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. ASSIGNMENT: 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 alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being received by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an complete personal examination of the Property prior to the making of this offer.

Buyer Michael C Brantley (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ (Buyer or Seller) SS/Tax ID# _____

Buyer Ronald M Brantley (SEAL) Seller Elizabeth Anne Haywood (SEAL)
SS/Tax ID# _____ (Buyer or Seller) SS/Tax ID# _____
Date: _____ Date _____

I hereby acknowledge receipt of the earnest money herein set. Further I agree to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm: _____
By _____

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

Listing Agent/Firm/Phone _____ ☐ Seller's (sub)agent Acting as ☐ Dual Agent

DWIGHT HOUSER 770-509-8587 P.2