Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 7951B WASPS App #: 3974

Primary ES assigned to project: CS

Secondary ES assigned to project:

Project Type: New System ☑ Alteration ☐ Repair ☐ Modified Plot Plan ☐

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☑	No ☐	N/A ☐
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☑	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☑	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: 4			
	Were sufficient auger borings made?	Yes ☑	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR US	Yes ☑	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☑
.1945(b)	Proposed System Type stated-Repair	Yes ☐	No ☐	N/A ☐
130A-336 (a)(3)	System location identifiable by setbacks - Initial	Yes ☐	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown – Initial	Yes ☐	No ☐	N/A ☐
.1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☐

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench depth indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☐	No ☐	N/A ☐
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☐	No ☐	N/A ☑
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☐	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☐
Installation approval issued	Yes ☐	No ☐	N/A ☐
Operation permit issued	Yes ☐	No ☐	N/A ☐
Other related documentation	Yes ☑	No ☐	N/A ☐

Items requiring correction/modification: _____

Comments: 11/17/08 - APPLICATION DENIED DUE TO EXPANSIVE CLAY MINERALOGY AND SHALLOW SOIL DEPTH. WILL SEND DENIAL LETTER. APPLICANT PLANS TO CONNECT TO SEWER.

IA issued date: _____

OP issued date: _____

Review performed by: _____ Date performed: _____

11/14/08 10:00 cc appl 005218 Add'l site visit

7951B

MECKLENBURG COUNTY
GROUNDWATER & WASTEWATER SERVICES 3974

APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

1. SEPTIC / TYPE APPLICATION: ☐ N/A ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. WELL / TYPE APPLICATION: ☐ N/A ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 059-201-07P0
STREET ADDRESS: ~~6425~~ Paw Creek Rd.
CITY: Charlotte
STATE: NC ZIP: 28214
SUBDIVISION NAME:
LOT #: LOT SIZE (acres): .45
TOWNSHIP:
☐ 0-MECKLENBURG ☐ 3-CORNELIUS ☐ 6-HUNTERSVILLE
☒ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☑ DOUBLE WIDE ☐ MULTIPLE FAMILY
☐ HOUSE ☐ OTHER _____
HEATED SQUARE FOOTAGE: 1098
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☐ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SEPTIC SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A

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

6. WATER SUPPLY: ☒ MUNICIPAL ☐ PRIVATE WELL ☐ PUBLIC WELL ☐ SHARED WELL ☐ OTHER _____

7. PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE (DRINKING WATER) ☐ OTHER _____

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED).*

☐ N/A ☐ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. RANK: ____ ____ ____ ____ ____

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☑ NO
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES	☑ NO	JURISDICTIONAL WETLANDS	☐ YES	☑ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☑ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES	☑ NO
CHEMICAL/PETROLEUM STORAGE TANKS	☐ YES	☑ NO	KNOWN UNDERGROUND CONTAMINATION	☐ YES	☑ NO
WASTE STORAGE	☐ YES	☑ NO	GROUNDWATER USE RESTRICTIONS/VARIANCES	☐ YES	☑ NO

10. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____ ☑ UNKNOWN

11. WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 11-25-08 ☐ N/A Option period ends

12. PROPERTY OWNER:
NAME: HSBC Mortgage Services
ADDRESS: 636 Grand Regency Blvd.
CITY: Brandon
STATE: FLA ZIP: 33509
HOME PHONE:
WORK PHONE:
MOBILE PHONE:
FAX:

13. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME: Patricia D. Gordon
ADDRESS: 9725 Hatfield Road
CITY: Charlotte
STATE: NC ZIP: 28278
HOME PHONE: 704-588-8348
WORK PHONE: 704-504-9521
MOBILE PHONE: 704-737-6900
FAX: 704-504-9521

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

Revised on: 7/1/08

14. SEPTIC SYSTEM PERMIT APPLICATION:

If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for either sixty (60) months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

PD (Initial here for septic system applications)

15. WELL PERMIT APPLICATION:

If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of twelve (12) months from the date of issuance.

_____ (Initial here for well applications)

16. APPLICATION SIGNATURE SECTION:

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. A proper signature is required in order to process your application. Please review the application carefully and sign in the space provided below.

Patricia D. Burdon
Property Owner's or Owner's Legal Representative Signature

11-11-08
Date

OFFICE USE ONLY

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED , ☐ UN-SCALED SITE PLAN SUBMITTED

SEPTIC APPLICATION FEES RECEIVED: $ 350 CK/C 354 PD DATE FEE RECEIVED: 11/11/08

WELL APPLICATION FEES RECEIVED: $ _____ 100.00 addl site DATE FEE RECEIVED: 11/14/08

APPLICATION PROCESSED BY: PC

GWS FILE NUMBER ASSIGNED: 79518

APPLICATION ID NUMBER ASSIGNED: 3974

COMMENTS:

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

Revised on: 7/1/08

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

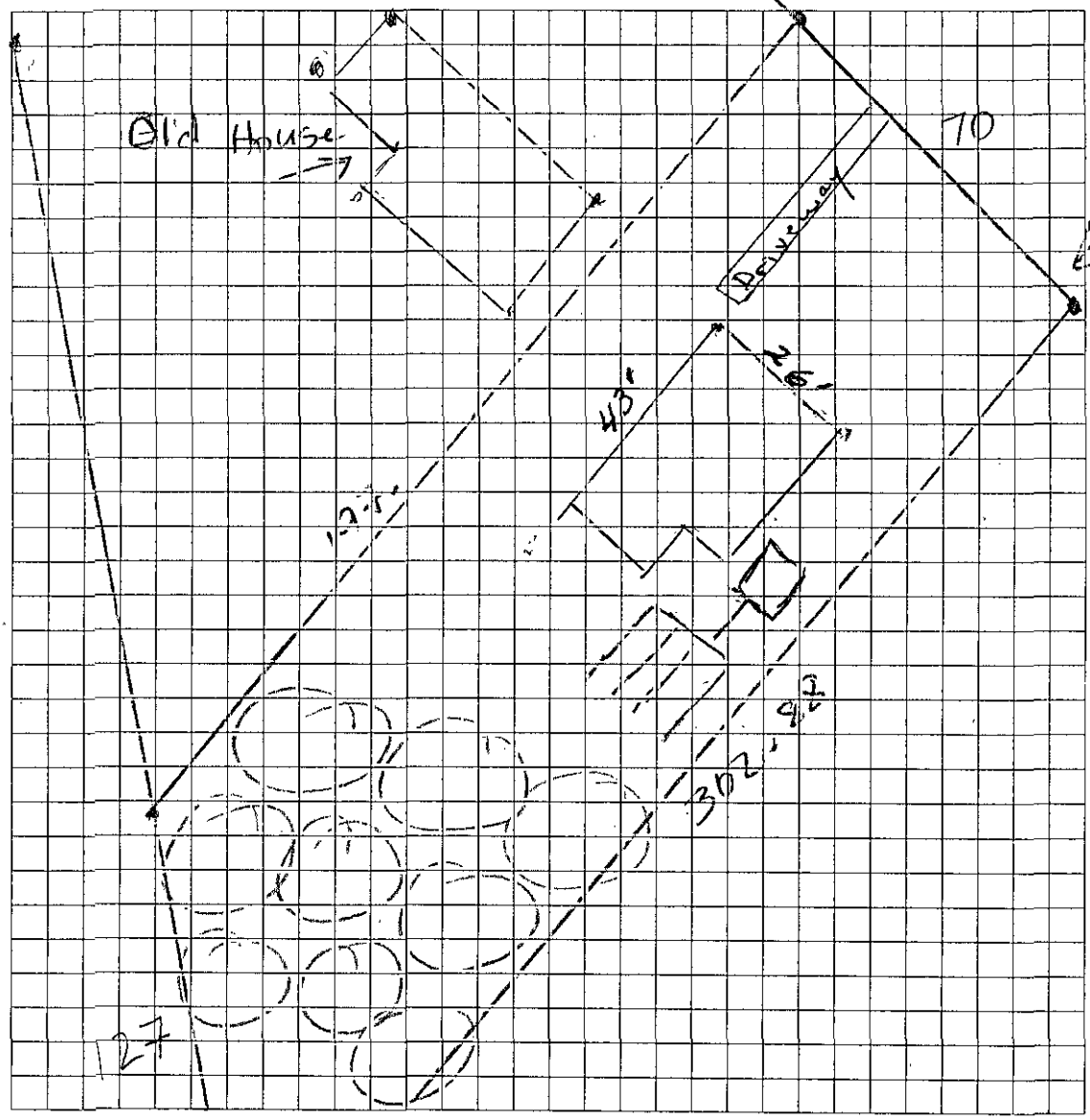
File #_____
Date_____

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.

.46 acres

New Lot



Owner/Agent Signature Patricia O. Gordon

Date 11-11-2008

Parcel Id # 059-201-07

LBC 12/15/04

6425 Paw Creek Rd. Char 28214

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

Sheet: 1 of 2
Property ID: PO 059-201-07
Lot #:
File #: 7951B
AppID: 3974

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: HSBC Mortgage Service
Applicant:
Address: 636 Grand Regency Blvd., Brandon, Fla. 33509
Date Evaluated: 11/12/2008
Proposed Facility: Residence Design Flow (.1949) 360gpd
Property Size: .45a
Location of Site: Paw Creek Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence, Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color,	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr. Horiz	Profile Class & LTAR
1	LS, 8	0-8	GR/SCL	FR/SEXP/SS/SP	>24" TO SOIL WETNESS	24	N/A	NONE	US
		8-24	SBK/C	FI-VFI/MIXED/S/VP					
2	"	0-6	GR/SCL	FR/SEXP/SS/SP	>23" TO SOIL WETNESS	23	"	"	"
		6-23	SBK/SC	FI-VFI/MIXED/S/VP					
3	"	0-8	GR/SCL	FR/SEXP/SS/SP	>34" TO SOIL WETNESS	34	"	"	"
		8-34	SBK/SC	FI-VFI/MIXED/S/VP					
4	"	0-12	GR/SCL	FR/SEXP/SS/SP	>28" TO SOIL WETNESS	28	"	"	"
		12-20	SBK/SCL	"					
		20-28	SBK/SC	FI-VFI/MIXED/S/VP					
					NO LTAR GIVEN				

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR		

Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 11/13/2008,
Others Present:
Site Classification (.1948): US
Site Evaluation By: C.Sherrill,RS,LSS
Others Present: None

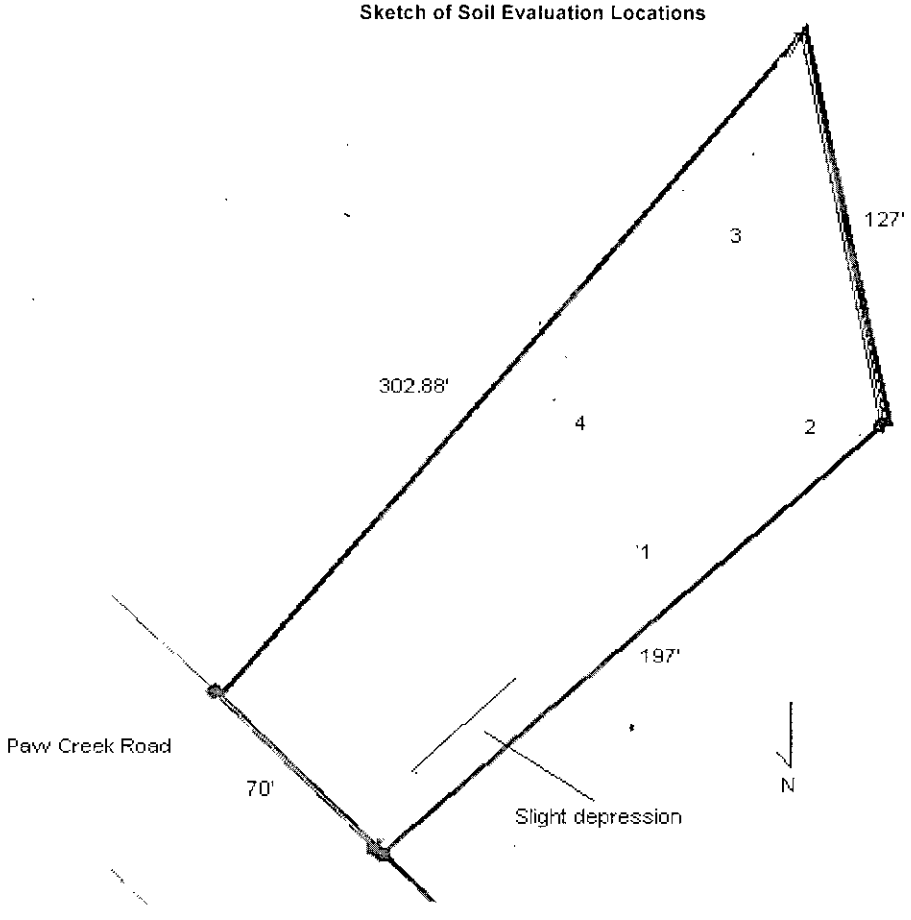
Comments: 100% repair

FILE #: 7951B

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



MECKLENBURG COUNTY
Health Department

November 17, 2008

HSBC Mortgage Services
636 Grand Regency Boulevard
Brandon, FL 33509

Re: Application for improvement permit for:
Property Site: Paw Creek Road
Health Department file number: **7951B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on November 17, 2008 evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a 3 bedroom residence, with a daily design flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☒ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☒ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☐ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is November 17, 2008. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Chris Sherrill,RS,LSS
Authorized Agent - DENR

Encl: (2)

Cc: Patricia Gordon, Applicant

MECKLENBURG COUNTY LAND USE AND ENVIRONMENTAL SERVICES AGENCY
CREDIT/REFUND APPLICATION & ADJUSTMENT/CANCELLATION FORM

See instruction sheet for completion instructions. GAX-LUE -

CREDIT ☐ REFUND ☒ CANCEL ☐

1. Property Owner's Name: HSBC Mortgage 2. Permit #: Filed 79518
3. Permit Address: 6425 Paw Creek Rd 4. Posting Date: _____ 5. Fire Fee #: _____
6. Account Name: _____ 7. Account # _____
8. *If Refund*, Check payable to: Patricia Gordon (Please Print) 9. Phone # 704 588-8348
10. Mailing Address: 9925 Hatfield Rd (Street) Charlotte (City) NC (State) 28278 (Zip)
11. Signature: GC for Patricia Gordon 12. Printed Name Patricia Gordon 13. Date: 11/19/08

REASON FOR REQUEST
☐ Plan Change ☐ Not Doing Work ☐ Ret Cr Bal ☐ Duplicate Permit *(DUP. PERMIT #* _____ *DATE* _____ *)*
☐ Wrong Contractor → *SHOULD HAVE BEEN* _____ (Correct contractor) *CHARGES HAVE BEEN REAPPLIED* _____ (Staff Initials)
→ ☒ Other (Specify) Cancelled additional site visit prior to visit

For Departmental use only - Do not write below this line

IF ADJUSTMENT
(to be completed by Emp & Supervisor)

Incorrect Entry - _____
Correct Entry -
Reason - _____

Initials _____ Date / /
Superv Initials _____ Date / /

INSP. COUNT & CANCELLATION OF PERMIT
(Completed by Applicable Core Process)

Number of Inspections

B	E	M	P	F	L
☐	☐	☐	☐	☐	☐

Cancellation of Permit
(completed by Applicable Core Process)

B	E	M	P	F	L
☐	☐	☐	☐	☐	☐

Initials _____ Date _____

Rev Coll. Rec'd Date _____ Expired Permit ☐

Processing Notes:

CALCULATIONS
(Completed by Applicable Core Process)

Plan Review 80% = Plan Review 90% = No Plan Review	%
Insp. Info Each Insp (-10%)	%
Total Crdt/Rfnd % PR% - Insp	%
Pmt or Fee Amt $ Total Amt	$ 100.00
Zoning Fee $ Amt	$

$ 100.00 X 100 % =

Total Cr/Refund ☐ Min Fee Used: $ 100.00

Permit Fee- Zoning X C/R% or Min/- Whichever is greater

GC (Calculation Initials) 11/19/08 (Date)

VERIFICATION *(To Be Completed By Revenue Collection)*

If Refund	If Refund with Credit Balance	If Credit-Trans #	Serv Chg Cr	Verification	Posting Date
	8 _ 03=0 9004=$		$		
Org/Account [8 _ 03 = 0]	Refund / Charge to account	88 - - -	88116	Initials & Date	in Navision

APPROVALS *(To Be Completed By Department And Finance Representatives)*

Dept Approval: _____ Date _____

Finance Approval: _____ Date _____

Assigned to: R S

Rev Coll. Distribution Date

Rev. Coll. Tracking # _____

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	11/14/08	**Amount:**	100.00
Receipt #:	59655	**Tendered:**	0.00
Check / Auth #:	MC 00521B	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: GORDON PATRICIA
Attn:
Address: 9725 HATFIELD ROAD
Address:
City/State/Zip: CHARLOTTE, NC 28278

Item	Description	Permit#	Quantity	Unit Price	Total Price
0702	Optional Site Evaluations PAW CREEK ROAD/FILE 7951B		1	100.00	100.00

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

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

Phone: 704-504-9521, Fax: 704-504-9521

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

William S. Gordon III
Patricia D. Gordon

Copies for Septic Evaluation

as Buyer, hereby offers to purchase and
Owner of Record

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 terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. **REAL PROPERTY:** Located in Mecklenburg County, State of North Carolina, being known as and more particularly described as:
Address: Street 6425 Paw Creek Rd
City: Charlotte N.C. Zip 28214
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description: Parcel Id 059-201-07

Subdivision Name: none
Plat Reference: Lot N/A, Block or Section N/A as shown on Plat Book or Slide 23611 at Page(s) 760 (Property acquired by Seller in Deed Book 23611 at Page 760).
NOTE: Prior to signing this 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. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **FIXTURES:** The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related 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, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property, EXCEPT any such items leased by the Seller and the following items: none

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

4. **PURCHASE PRICE:** The purchase price is $ 64,900.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:
(a) $ N/A EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank-check ☐ certified check ☐ other: N/A to be deposited and held in escrow by N/A or Shapiro and Ingle ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other

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to Seller upon Seller's request, but such ...

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(b) $ N/A, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, *TIME BEING OF THE ESSENCE* WITH REGARD TO SAID DATE

(c) $ 1,000.00, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank.)

(d) $ 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.

(e) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 63,900.00, BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) **Loan.** Buyer's performance is contingent upon Buyer's ability to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % and with loan origination fee not to exceed N/A % of the loan amount ("Loan").

(b) **Loan Obligations:** The Buyer agrees to:

(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within N/A days after the Effective Date;

(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

(iii) Pursue qualification for and approval of the Loan diligently and in good faith;

(iv) Continually and promptly provide requested documentation to lender.

(c) **Buyer's Right to Terminate:** If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within N/A days after the Effective Date (or any agreed-upon written extension of this deadline) *TIME BEING OF THE ESSENCE*, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

☐ To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

☒ To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in

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required to Buyer.

7. **OTHER CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.
(b) 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.
(c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5. If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A.
(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. Special WA PD 5 Nov 2008
(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. **SPECIAL ASSESSMENTS: NOTE:** For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): None

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. **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 N/A. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing: $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. **HOME WARRANTY:** If a home warranty is to be provided, select one of the following: ☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ N/A and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from N/A at a cost of $ N/A and will pay for it at Closing.

12. **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 measurement thereof, if any, being paid by Seller.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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14. **LABOR AND MATERIALS:** Seller shall furnish at closing an affidavit 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.

15. **PROPERTY DISCLOSURE:**
- ☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- ☐ Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. 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.)

16. **PROPERTY INSPECTION/ INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

☐ **ALTERNATIVE 1:**

(a) **Property Condition:** As to all permanent improvements except: _____, 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 building surfaces, structural components (including foundations, retaining walls, 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.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before N/A (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within N/A days of Buyer's notice, ***TIME BEING OF THE ESSENCE***. Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, ***TIME BEING OF THE ESSENCE***. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** 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 as to all structures, except N/A, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. 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) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory

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case all earnest monies shall be refunded. Buyer and Seller shall execute such documents as may be required in a manner and within the same time limitations as set forth in subsection (b) above.

(c) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds $ ____0____. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, ***TIME BEING OF THE ESSENCE***, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (c).

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

☒ **ALTERNATIVE 2:** ***(This Alternative applies ONLY if Alternative 2 is checked, AND Buyer has paid the Option Fee.)***

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on 15 days from Acceptance, ***TIME BEING OF THE ESSENCE*** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, ***TIME BEING OF THE ESSENCE***, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before 19 Dec 2008 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to William S. Gordon III and Patricia D. Gordon

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. 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. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the

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20. OTHER PROVISIONS AND CONDITIONS: (CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Contingent Sale Addendum (Form 2A2-T)
- ☐ FHA/VA Financing Addendum (Form 2A4-T)
- ☐ Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS form only)
- ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ New Construction Addendum (Form 2A3-T)
- ☐ Owners' Association Disclosure And Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Vacation Rental Addendum (Form 2A13-T)
- ☒ OTHER Bank addendum to follow contract

21. 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 refunded 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. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. 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.

23. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (**NOTE:** If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

24. 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.

25. 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.

26. 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.

27. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer ☒ **has** ☐ **has not made an on-site personal examination of the Property prior to the making of this offer.**

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SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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BUYER William S Gordon DATE 5 Nov 2008 (SEAL)

BUYER Patricia D Gordon DATE 5 Nov 2008 (SEAL)

SELLER _____ DATE 11/10/08 (SEAL)

Emerita Wright
REO Assets Manager
HSBC Mortgage Services

SELLER _____ DATE _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 9725 Hatfield Rd
Charlotte NC
Buyer Fax #: 704-504-9521
Buyer E-mail Address: pgordonc@bellsouth.net

SELLER NOTICE ADDRESS:

Mailing Address: _____
Seller Fax #: _____
Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Patricia Gordon
License #: 170264
Firm Name: Gordon Realty
Acting as ☑ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Mailing Address: 9725 Hatfield Rd
Charlotte
Selling Agent Fax #: 704-504-9521
Selling Agent E-mail Address: pgordonc@bellsouth.net
Selling Agent Phone #: 704-737-6700

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: _____
License #: _____
Firm Name: _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent
Mailing Address: _____
Listing Agent Fax #: _____
Listing Agent E-mail Address: _____
Listing Agent Phone #: _____

ESCROW ACKNOWLEDGMENT

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

Date _____ Firm: _____

By: _____
(Signature)

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Counter Addendum

This Seller's Counter Addendum (the "Counter Addendum") counters the Buyer's Offer to Purchase/Sales Contract dated November 05, 2008 (the "Sales Contract"), regarding the property located at 6425 PAW CREEK ROAD CHARLOTTE NC 28214 (the "Property"), between William S Gordon II Patricia D Gordon ("Buyer"), and the OWNER OF RECORD ("Seller").

If there is a conflict between the Sales Contract and this Counter Addendum the terms and conditions of this Counter Addendum shall prevail. The Sales Contract, this Counter Addendum and any other amendments or addenda thereto shall be referred to as the "Agreement".

The Agreement shall remain valid for two business days from the acceptance date: November 05, 2008. The Agreement must be executed within this time or shall expire unless otherwise agreed to in writing.

1. Sales Price: $ 64900
2. Closing Date: 12 19 2008
3. Seller to pay the following commision through escrow: $ 3,245.00
4. Seller to pay closing costs not to exceed: $ 0
5. Seller to pay non-allowable(s) costs not to exceed: $ 0
6. Seller to pay repair costs not to exceed: $ 0
7. If applicable, Buyer to have (15) days for inspection
8. If applicable, Seller's costs on a limited home warranty will not exceed: $0
9. Cost of the termite report and/or treatment and/or other work paid by the Seller will not exceed: $ 0
10. If applicable, Seller to pay standard certification(s) not to exceed: $ 0
11. Other agreed upon expenses to be paid up to $ 0 for 0
12. Upon acceptance, Buyer to present $ 0 payable to Seller's Closing Agent, to follow. This is a nonrefundable deposit, unless Buyer is unable to secure financing or if within above specified inspection period, buyer cancels agreement in full due to findings of inspection. Said funds will be credited to Buyer at closing. Verification of adequate funds for down payment is required within 3 days of acceptance of this Counter Addendum.
13. All funds at closing must be presented via wire timing and delivery as specified by closing agent, official credit union or bank check, or certified funds, payable to sellers closing agent (unendorsed) unless specified otherwise in writing by seller.
    Sellers sale proceeds to be delivered via wire to a bank account identified in sellers closing instructions within 48 hours after closing unless otherwise agreed in writing by seller.
14. The settlement/closing shall be held in: (i) the offices of the Seller's attorney; (ii) in the office of the closing agents selected by the Seller's attorney; or (iii) any other location selected by the Seller.
15. Buyer and seller to pay all of their customary closing costs: including but not limited to title search/abstract fee, mortgage title insurance premiums, lender closing costs, mortgage and recording taxes, transfer taxes, abstract updates, survey, inspections, recording fees, and buyer's attorney fees and costs, except as specifically identified in paragraph 3 & 4 herein.
16. A "TIME IS OF THE ESSENCE" clause is to be included, with a per diem of $ 100 per day to be charged to the Buyer should the closing be delayed through no delay of the Seller (e.g., Buyer's election of a source of title insurance not approved by Seller prevents

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Counter Addendum

closing on the negotiated closing date). Seller reserves right to cancel this entire transaction, should the closing not occur on or before 12 19 2008 .

16. Unless otherwise noted in this Counter Addendum, all days shall be calendar days.

17. If Buyer's obligations are subject to financing and if Buyer is borrowing funds from any source in order to complete this transaction then the following shall apply:

a) Buyer must apply for financing, with a lender of their choosing, within 3 days of acceptance of this Counter Addendum and supply Seller with a written loan approval within 21 days of acceptance of this Counter Addendum or no later than the business day prior to closing, whichever is earlier.
b) Any new lender's appraisal of the Property must be completed within 18 days and any conditions that would prevent the Property from qualifying for Buyer's new loan, if any, must be disclosed to Seller within same period of time.
c) This Counter Addendum is NOT contingent on Buyer's obtaining of funds, other than amount(s) financed, that are necessary to complete this transaction.

18. All taxes (and, if applicable, any Homeowner/Property Owner Association Dues) assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes (and, if applicable, any Homeowner/Property Owner Association Dues) assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the closing date. If the tax rate for the taxes assessed in the current year has not been determined at the closing of the transaction, the rate shall be assumed to be the same as the prior year for the purpose of such pro-ration and credit for due but unpaid taxes, and this shall be a final settlement. Any errors in adjustments shall not survive closing, at Seller's option.

19. Buyers may not enter into or upon premises without escort by Seller's broker. No repairs may be made unless approved in writing by Seller and accompanied by Seller's customary agreement allowing same. All repairs to be by insured and licensed trades-people, at Buyer's expense. Buyer shall hold Seller harmless for all repairs including mechanic's liens. In the event that closing shall not occur for any reason, Buyer forfeits the repairs and benefits of same. Seller reserves the right to disapprove any repairs or conditions required by the Buyer, lender, appraiser and/or any of Buyer's service providers.

20. Seller makes no representations as to the water or sewage service (e.g., availability, source, condition, etc.). Seller shall not be responsible for testing and/or providing any further water or sewage service information to Buyer.

21. At closing, buyer shall receive one of the following deeds: a Bargain and Sale Deed (with covenants against Grantors Acts), Special Warranty Deed, Limited Warranty Deed, Special Corporate Deed, Quitclaim Deed and/or a Grant Deed. Seller shall make the determination of conveyance at the time of sale. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions,

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Counter Addendum

rights, and other matters which are of record of disclosed to Buyer prior to closing, unless disapproved in writing by Buyer prior to 7 days before closing date. In case where an item is disclosed to buyer within 7 days of closing, the Buyer then shall have 3 days from the date of disclosure to disapprove in writing. Buyer and seller shall pay costs as are standard and customary to obtain a standard coverage policy. Title shall be insurable title not subject to any liens against the property, except for those specified in the Agreement.(e.g. ALTA with regional exceptions)

22. Buyer acknowledged that they have executed sellers Existing Condition Acknowledgement (As-Is Where-Is Provision)

23. If applicable, the Agreement may be subject to state redemption laws.

24. After closing and funding, Buyer assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Counter Addendum and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate this Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the purchase price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.

25. **Additional Items:**
Disclosure:

BUYER IS AWARE CLOSING IS HELD WITH THE SELLER CLOSING ATTORNEY. Buyers William S Gordon III and Patricia D Gordon agree to the counter, but they will need permission from the seller to order a soil evaluation test as soon as you as seller received a sign contract& propety in escrow . They are offering non-refundable $1000 to have the inspection complete in 15 days. The $1000 automatically stays with the seller and the buyer can back out for any reason during the 15 days.

Buyer William S Gordon III Date: 11-7-08

Buyer Patricia D. Gordon Date: 11-7-08

Seller Date: 11/10/08

Erlenda Wright
REO Assets Manager
HSBC Mortgage Services

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Existing Condition Acknowledgment

"AS-IS, WHERE IS" PROVISION

Addendum to Purchase Contract dated 5 Nov 2008, for the property located at 6425 Paw Creek Rd Charlotte N.C 28214

BUYER is aware that SELLER acquired property by way of FORECLOSURE, and that SELLER is selling and BUYER is purchasing the property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

Buyer acknowledges for Buyer and Buyer's successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, **ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL STATUTES, CODES OR ORDINANCES.**

Any report(s) that is required by the Buyer's Lender is to be the sole responsibility of the Buyer. Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order or otherwise cause any repair(s) and/or work to be done on the property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. **BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.**

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

The **CLOSING OF THIS TRANSACTION** shall constitute an acknowledgment by the Buyer(s) that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**

BUYER — DATE: 6 Nov 2008

BUYER — DATE: 6 Nov 2008

SELLER — DATE: 11/10/08

Emerita Wright
REO Assets Manager
HSBC Mortgage Services

HSBC

Mold Addendum

Buyer must inspect the property for the presence or absence of any biohazard, including, but not limited to, mold. Mold, mildew, spores and/or allergens (collectively referred to in this agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repairs or remediation, if any. Purchaser accepts full responsibility for all hazards that may result from presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property and Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

This is a legal document. If you do not understand the terms contained herein, you should consult your attorney before signing.

William L Hook Jr
Buyer

Patricia D Gordon
Buyer

6 Nov 2008
Date

Seller
Wright
REO Assets Manag
HSBC Mortgage Services
11/18/08

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