

1/4/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

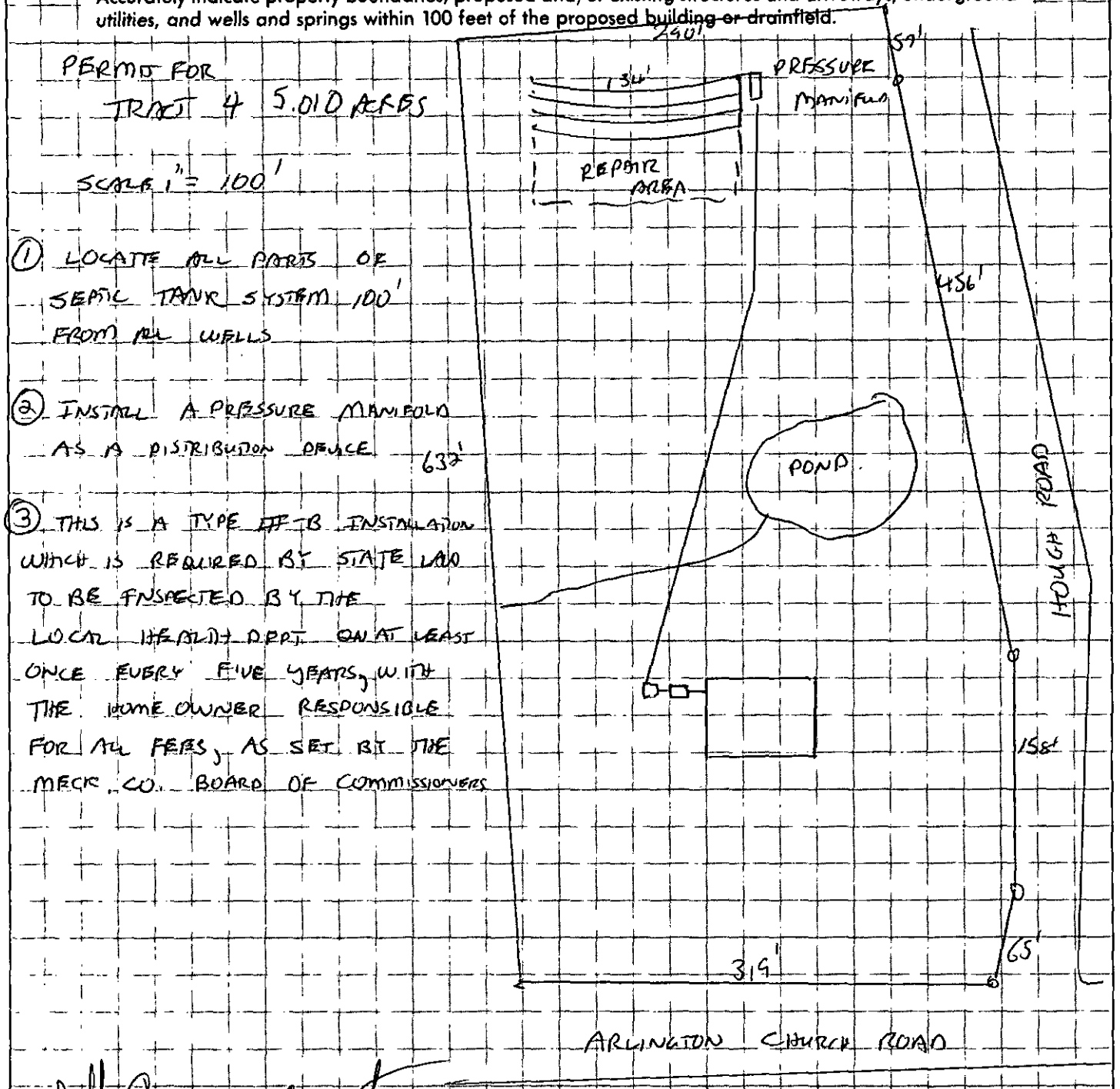
PROPOSED PLOT PLAN

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

FILE: 4507B

TC: 139-281-~~8888~~ 20 16

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



Jeff Casey Agent

2-2-01

APPROVAL DATE 1-31-01

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4507B

Tax Number: 139-28109

20
10

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

Basement	___ Yes	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
13 Long-term acceptance rate	480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
YES Serviced by private well	1500 Gallon septic tank	533 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone	
Any surface waters present:	Type:	Minimum separation distance:	
Site modifications required:			
Additional Conditions: SEE PLOT PLAN			

Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
1600 Absorption Area (Sq ft) 533 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	30" 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 effec 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 Departmen
- This Improvement permit is transferable.

DEHNR Authorized Agent — Date: 1-31-01

Owner/Agent Signature — Date: Jeff Casey agent 2-2-01

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

IWWS-100195

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

ACSB#3 #1

Sheet: _____

Property ID: RO 139-291-~~24~~ 20

Lot #: 4

File #: 45078 16

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Leland Creek Properties, Inc. APPLICANT: _____

ADDRESS: 5201 Monroe Road, Charlotte, N.C. DATE EVALUATED: 1-5-01

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: Approx 1.0 ac

LOCATION OF SITE: Arlington Church Road PROPERTY RECORDED: _____

WATER SUPPLY: ☑Private ☐Public ☑Well ☐Spring ☐Other _____

EVALUATION METHOD: ☑Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☑Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slope 2-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	A	0-6"	gr/scl	Fr/SEXPl SS/SP	48" to soil wetness	48"	N/A	None	PS .391 ft² IV
		6-48"	SBK/c	Fi/SE XPl SlP					
2	R	0-7"	gr/scl	Fr/SEXPl SS/SP	48" to soil wetness	48"	N/A	None	PS .391 ft² IV
		7-48"	SBK/c	Fi/SEXPl SlP					
3	A	0-6"	gr/scl	Fr/SEXPl SS/SP	48" to soil wetness	48"	N/A	None	PS .391 ft² IV
		6-48"	SBK/C	Fi/SEXPl SlP					
4	LS	0-5"	gr/scl	Fr/SEXPl SS/SP	25" to soil wetness	25"	N/A	None	US .129 ft² IV
		5-25"	SBK/C	Fi/SEXPl S/P					
5	LS	0-3"	gr/scl	Fr/SEXPl SS/SP	33" to soil wetness	*33"+	N/A	None	US * .391 ft² IV
		3-33"	SBK/r	Fi/SEXPl SlP					
		* Floater Rock @ 33"							
6	LS	0-4"	gr/scl	Fr/SEXPl SS/SP	48" to soil wetness	48"	N/A	None	PS .391 ft² IV
		4-48"	SBK/C	Fi/SEXPl SlP					
7	NS	0-6"	gr/scl	Fr/SEXPl SS/SP	37" to soil wetness	37"	N/A	None	PS .391 ft² IV
		6-37"	SBK/sc	Fi/SEXPl SlP					
8	NS	0-4"	gr/scl	Fr/SEXPl SS/SP	48" to soil wetness	48"	N/A	None	PS .391 ft² IV
		4-42"	SBK/C	Fi/SEXPl SlP					
		42-48"	SBK/cl	Fr/SEXPl SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		
Site LTAR	.391 ft²	.391 ft²

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): Provisionally Suitable

EVALUATED BY: A.R. Muslin LSS 1-8-01

OTHER(S) PRESENT: J. Casey

FILE # 45078

COMMENTS 100% Repair, Will probably need pump

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

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

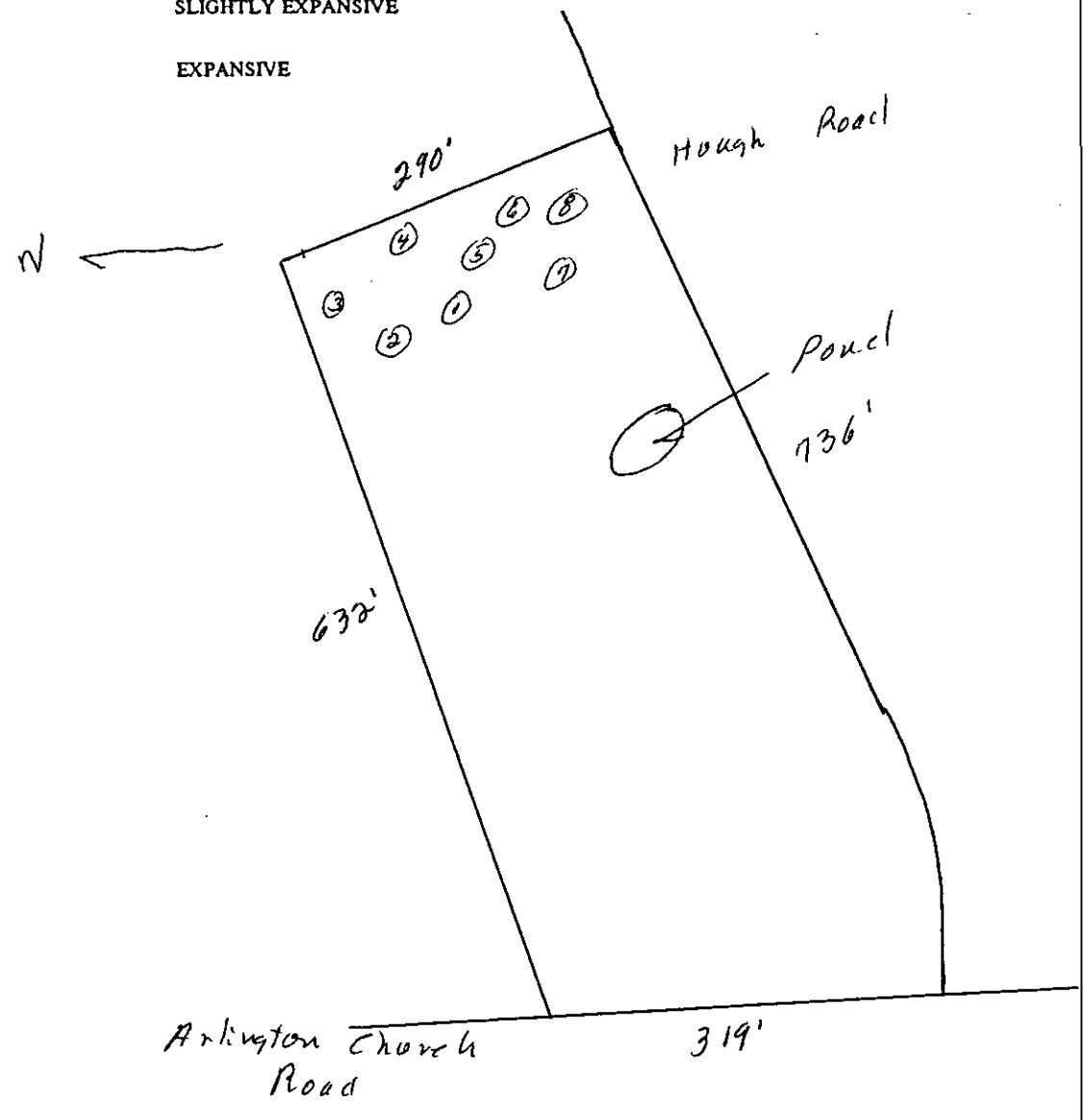
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Rec'd Cash

FEE: $200 —

DATE: 12-18-00

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

[ ] CRT

TYPE APPLICATION: [X] 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 #: 45073

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-281-~~09~~ PO 20, 16

STREET ADDRESS: Not assigned yet

TYPE OF BUILDING (CHECK ONE):

[ ] SINGLE MOBILE HOME(S)
[ ] DOUBLE WIDE (D)
[X] HOUSE (H)
[ ] MODULAR HOME (M)
[ ] MULTIPLE FAMILY (U)
[ ] OTHER (O)

SUBDIVISION OR MOBILE HOME PARK NAME: Arlington Acres

LOT NUMBER: 4

TOWNSHIP (CHECK ONE):

[ ] 0 MECKLENBURG
[ ] 1 CHARLOTTE
[ ] 2 DAVIDSON
[ ] 3 CORNELIUS
[ ] 4 PINEVILLE
[ ] 5 MATTHEWS
[ ] 6 HUNTERSVILLE
[X] 7 MINT HILL

HEATED SQUARE FOOTAGE: Approx. 3,000

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS:

CLOSING DATE after evaluation

FOUNDATION FOR RESIDENCE:

[ ] WITHOUT BASEMENT
[ ] ON SLAB
[X] CRAWL SPACE
[ ] WITH BASEMENT /PLUMBING
[ ] WITH BASEMENT /NO PLUMBING

1900

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [X] NO TYPE: _____

WATER SUPPLY (CHECK ONE):

[ ] COMMUNITY (C)
[ ] MUNICIPAL (M)
[X] 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 [X] NO	WELL, SPRINGS OR WATERLINES	[ ] YES [X] NO
EXISTING WASTEWATER SYSTEMS	[ ] YES [X] NO	DESIGNATED WETLANDS	[ ] YES [X] NO
EASTMENTS OR RIGHT-OF-WAYS	[X] YES [ ] NO		

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Island Creek Properties, Inc. (LAST) (FIRST) (MI)	NAME: (LAST) (FIRST) (MI)
ADDRESS: 5201 Monroe Road	DAYTIME PHONE: ( ) —
CITY: Charlotte STATE: NC ZIP: 28205	
DAYTIME PHONE: 704 567 — 9820	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? to be deeded after evaluation

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: Wiley Moore, V.P. DATE: 12-18-00

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): Island Creek Trails	Phone #:	Date Requested: 12-16-00	Date Filled:
Account Name:	Cash Charge	Account No.:	
I certify that I am authorized to charge this account for this service:			
Signature:	Printed Name:		Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701	1	Improvement Permit Application - Residential	$ 200.00	200
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703		Installation and Final Approval	$ 150.00	
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: JM Date: 12/18/00 Total: 200

Trust of Arlington Church Rd

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

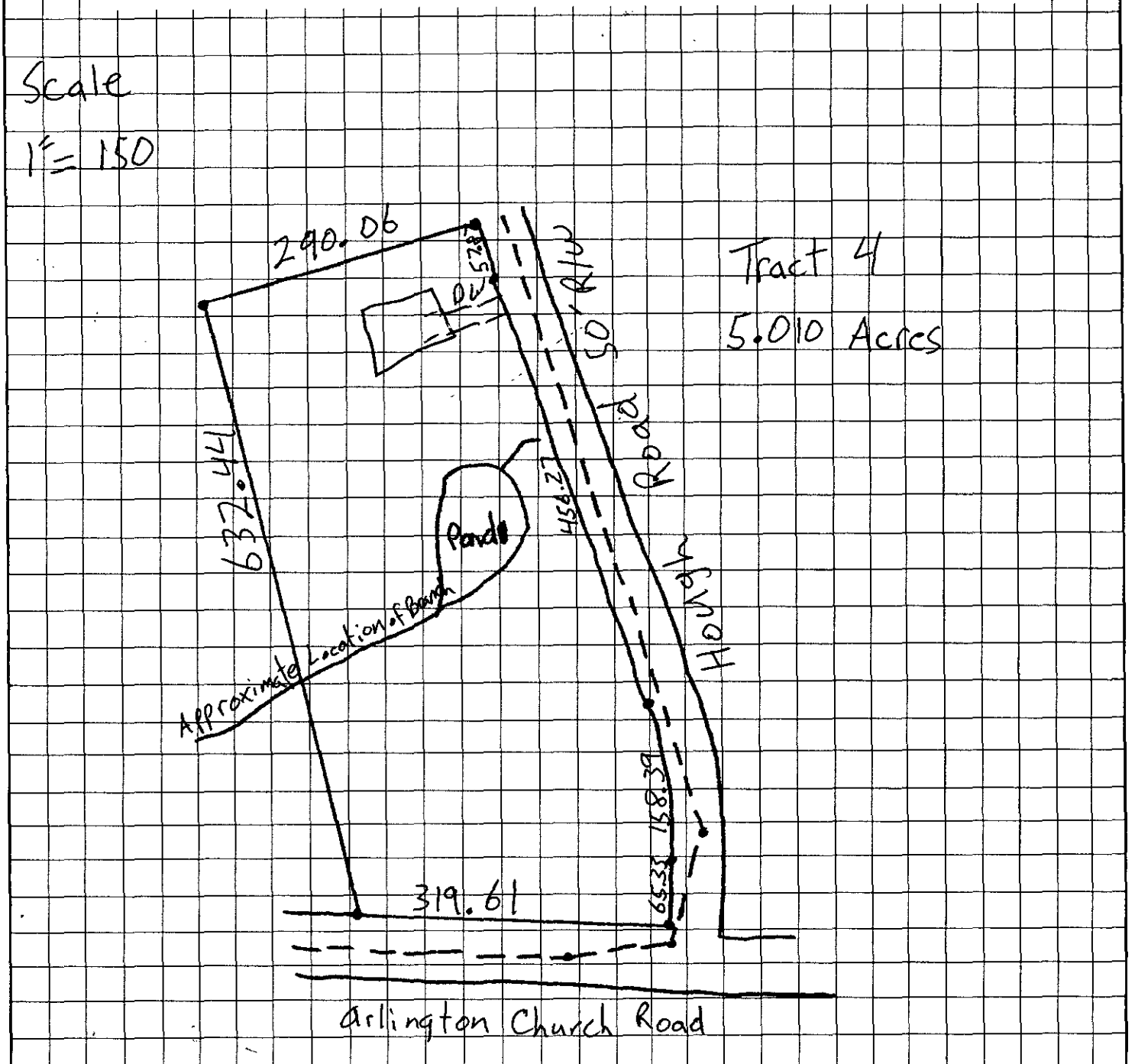
PROPOSED PLOT PLAN

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

FILE: 45076.

TC: 139-281-09

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



OWNER/AGENT SIGNATURE Riley Moore, V.P.

DATE 12-18-00

APPROVAL DATE _____

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

N 09°57'23" W 1254.49' TOTAL

52.57'

588.90'

R/W Monument 0+1.67' on R/W from PL)

N81°58'00"W 168.56'

~NOVELLA W. HOUGH~
(NOW OR FORMERLY)
DEED: 1881-471

~ROLAND P. BELK & wife MARGIE H. BELK~
(NOW OR FORMERLY)
DEED: 2095-31

C1

Scale
1" = 100

~RED BRANCH BAPTIST CHURCH CEM.~
(NOW OR FORMERLY)
DEED: 2095-31

#8 Rebar

S 03°14'26" E 469.47'

27.83'

290.06'

151.58'

50' REAR YARD

0+31.34' at Axle

0+27.83' at R/W

C2

Axle

TRACT 3
.011 ACRES

TRACT 4
5.010 ACRES

50' R/W

HOUGH ROAD
50' EXISTING PUBLIC R/W
~PAVED~

N 88°24'45" E 632.44'

S 82°38'38" W 456.27'

S 84°23'44" W 649.73'

60' SETBACK

n of Branch
from Tax Map)

LINES	DIRECTION	DISTANCE
L1	N 61°41'46" W	117.30'
L2	N 05°03'14" E	105.86'
L3	N 75°18'04" W	66.[illegible]

CURVES	DIRECTION
C1	N 87°46'09" W
C2	S 84°32'10"
C3	N 86°11'[illegible]

63'

R/W lLine)

C3

Mag Nail

319.61'

SIR L3

L1

L2

SIR

NCGS MONUMENT
STATION "1063"
N: 162,542.223
E: 462,847.366
Elev: 209.144

S15°18'25"W
1407.17'

Mag Nail

79 AC.

AC.

AD

19

Contract

OFFER TO PURCHASE AND CONTRACT

Medlin Farms, Inc., as Buyer, hereby offers to purchase and Lillie P Long Mary P. Harrison/James W. Harrison, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of n/a, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 14947 Hough Road, Charlotte, NC 28227 Zip 28227
Legal Description: Parcel # 139-28-09 including a 2000+/- sq. ft. home and 65.07 +/- acres
(☐ All ☒ A portion of the property in Deed Reference: Book ____, Page No. ____, 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:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: n/a (**Initials)

4. **PURCHASE PRICE:** The purchase price is $ ~~600,000.00~~ ~~625,000.00~~ 444,900 Plus value of home and 1.5 acres and shall be paid as follows:
(a) $ 2,000.00, EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other ____ to be deposited and held in escrow by Allen Tate Realtors as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ See Addendum, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than See Addendum
(c) $ -0-, 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) $ -0-, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~375,000.00~~ 375,000.00, BALANCE of the purchase price in cash at closing. - To be Determined upon Appraisal of home and 1.5 Acres,

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before See Addendum, 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 See Addendum 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 n/a % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: Seller to pay for new survey Buyer to pay for new survey*(initials)
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 - single family purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: n/a
(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: n/a

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ -0- per n/a.

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 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.

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) Vacant land

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before July 31, 2000. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing. 45 days from contract if applicable)

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

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

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before See "Addendum A." at a place designated by Buyer. The deed is to be made to as directed

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

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

See "Addendum A."

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

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall 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 retained 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 on-site personal examination of the Property prior to the making of this offer.

Buyer James L Collins, Jr. (SEAL) Seller Irene P. Long by Mary P. Hennessee Attorney (SEAL)
SS/Tax ID#_____ SS/Tax ID#_____

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID#_____ SS/Tax ID#_____
Date: 8-26-00 Date: 8-24-2000

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

Date 06/01/2000 Firm: Allen Tate Co.
By: _____

Selling Agent/Firm/Phone Joseph L Collins - Bryant Realty, Inc. - (704)567-9820 Acting as ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone Frank Hanson - Allen Tate Realtors - (704)847-6400 Acting as ☐ Buyer's Agent ☒ Seller's (sub)agent ☐ Dual Agent

10

ADDENDUM "A"

1. Buyer will provide current survey and if acreage varies by more than 1/2 acre from the 65.07 acres, the price will be adjusted accordingly.

2. If any Roll Back taxes are due on the property, such are to be paid by the Seller.

3. Seller gives Purchaser and/or his contractors the right to be on said property for evaluating soil, planning, etc.

4. Subject property must have no hazardous waste buried or located on property.

5. This contract is subject to there being no government, regulatory, deed restrictions or zoning requirements in existence affecting the use of said property other than it being zoned R-40 and that such zoning use does not change prior to closing. (one home per acre)
JC LPL **(initials)

6. Buyer to evaluate the property for individual septic systems with a soil scientists and the Mecklenburg County Environmental Health Department and if such evaluation is not satisfactory to Buyer, this contract may be voided by buyer. This contingency shall be removed in writing within 45 days from acceptance of this contract. If evaluation is not satisfactory and the Buyer voids this contract, Buyer will share information with the Seller pertaining to this soil evaluation. (Buyer to provide seller written copies of any reports done pertaining to this property.) (**initials) JC LPL

7. Subject property must appraise for the purchase price. — this pertains to the home AND 1.5 ACRES ONLY. THE REMAINDER OF THE LAND WILL BE 7,000 PER ACRE AND WILL NOT BE SUBJECT TO AN APPRAISAL ON IT.

8. Buyer must be able to obtain a satisfactory acquisition and development loan from a local lender. This contingency shall be removed ~~within 30 days of the soil evaluation contingency.~~ on or before Closing NO later than SEPT. 30, 2000 1-18-00 1-18-00 1-18-00

9. Buyer will deposit an additional $10,000.00 with Allen Tate Realtors ~~if and when soil evaluation is complete and satisfactory to the Buyer~~. At this time all deposits become non refundable. (A total of 12,000.00) (**initials) JC LPL

10. Closing to be 90 days after the above conditions have satisfied and the receipt of the boundary survey.

11. All earnest money deposits will be applied to the purchase price. (If a closing occurs). **(initials**) JC LPL

12. Seller is informed that Bryant Realty, Inc. (a real estate broker) and/or its officers, agents and employees who have dealt with the Seller may have a financial interest in the property at and following the closing.

13. Seller will allow buyer a 60-day contract extension if Buyer will deposit an additional $25,000.00 earnest money deposit with Allan Tate Realtors. This entire 25,000.00 along with the previous 12,000.00 will be forefeited entirely to seller ~~immediately~~ IF BUYER does NOT CLOSE JC **(initials) LPL

14. Seller to pay for home warranty, cost not to exceed $299.00

15. Under no circumstances would a closing occur any later than 195 days from contract date. (** initials**). JC LPL LPL

Acknowledgment:

Jenna D. Buckman
Witness

Joseph L Collins, III 5-26-00
Buyer Date

Witness

Lillie Parker Long 6-4-2000
Seller Date

Mary P. Rousmaniere
Power of Attorney

ADDENDUM TO OFFER TO PURCHASE AGREEMENT
BETWEEN MEDLIN FARMS INC. AND LILLIE P.
LONG AND MARY P.PLEMMONS POWER OF ATTY.
THIS PURCHASE AGREEMENT WAS DATED 06/04/2000.
THIS ADDENDUM IS TO BECOME A BINDING A PART
OF THE ABOVE MENTIONED CONTRACT WHEN SIGNED
BY ALL PARTIES.

07/18/2000

BOTH BUYER AND SELLER AGREE TO THE FOLLOWING CHANGES TO THE INITIAL CONTRACT DATED 06/04/2000.

1.) SELLER AGREES TO GIVE BUYER AN EXTENTION OF TIME UNTIL SEPT30,2000 TO PREPARE NECCESARY PAPERWORK FOR THE TOWN OF MINT HILL AND OR CHARLOTTE MECKLENBURG TO DETERMINE THEIR REQUIREMENTS OF BUYER TO DEVELOP THE 65.07 ACRES AT 14947 HOUGH RD.CHARLOTTE,N.C.28227. SELLER FURTHER AGREES TO GIVE THIS EXTENTION OF TIME AT NO COST TO BUYER.BUYER AGREES TO PAY FOR AT THEIR EXPENSE ANY SITE PLANS OR OTHER PAPERWORK NECCESARY TO DETERMINE IF DEVELOPING THIS PROPERTY IS VIABLE AT BUYERS SOLE DISCRESSION.

2.) BUYER AGREES TO PAY A TOTAL OF $7000.00 PER ACRE FOR 65.07 ACRES MOL LESS 1.5 ACRES TO BE SURVEYED OUT FOR THE EXISTING HOME SITE.

3.) BUYER AND SELLER AGREE THAT AN APPRAISAL WILL BE COMPLETED AT THE BUYERS EXPENSE AT THE APPROPRIATE TIME (ONCE DEVELOPMENT ISSURS ARE RESOLVED AND COST ASSOCIATED WITH DEVELOPING THIS PROPERTY ARE ACCEPTABLE TO BUYER(APPRAISAL TO BE ON HOME AND 1.5AC ONLY) BUYER WILL PROVIDE A LIST OF ACCEPTABLE APPRAISERS TO BUYERS LENDER AND SELLER WILL SELECT THE APPRAISER THEY WOULD LIKE TO USE. BUYER WILL PAY FOR SURVEY IF REQUIRED.

4.) SELLER WILL NOT BE BOUND BY AN APPRAISAL VALUE ON THE REMAINDER OF THE THE ACREAGE (APPROX.63.57 ACRES)BUYER AGREES TO PAY $7000.00 PER ACRE FOR THAT LAND.

5.) BUYER AND SELLER AGREE TO BE BOUND BY THE APPRAISED VALUE OF THE HOME AND 1.5 ACRES.AS DETERMINED BY THE APPRAISER SELECTED BY THE ~~BUYER~~ Seller BUYER WILL PAY THE APPRAISED VALUE ~~"AS-IS"~~ FOR THE HOME AND 1.5 ACRES. Buyer will inspect the home at their expense no later than Nov 30, 2000

6.) SHOULD ANY ADDITIONAL TIME BE NECCESARY TO DETERMINE DEVELOPMENT COSTS BEYHOND SEPT.30TH. 2000.BUYER AGREES TO DEPOSIT AN ADDITIONAL 10,000.00 WITH THE ALLEN TATE CO.AT THIS TIME ALL DEPOSITS(12000.00) SHALL BECOME NON REFUNDABLE TO BUYER AS PER PARAGRAPH #9 ADDENDUM "A" OF THE ORIGINAL CONTRACT DATED06/04/2000.

6.) ALL THE TERMS OF THE INITIAL CONTRACT WILL REMAIN IN FORCE UNLESS THEY HAVE BEEN CROSSED THROUGH, INITIALLED AND DATED BY BOTH BUYER AND SELLER.

BUYER Joseph Lolen DATE 7-19-00

SELLER Lillie P. Long DATE 7-18-00

Allen Tate Company

Mary P. Plemmons, Power of Attorney 7-18-2000

REALTORS

"ADDENDUM C"

September 6, 2000

Buyer: [redacted] Farms, Inc.

Seller: [redacted] Long

Property: [redacted] Rough Road, including 1400 sq. ft. home

1) Seller agrees to extend the feasibility period through October 30, 2000 so that Buyer's engineer can present the survey and engineering design to the Town of Mint Hill Planning Board Meeting.
2) If the Town approves Buyer's plans and design, the Buyer will deposit with the Company $10,000.00 within 5 days of the approval. This deposit and the earnest money deposits, at this time, will become non-refundable.
3) Closing to be on or before December 31, 2000, unless the Town of Mint Hill postpones approval to the next month or months. If the Town of Mint Hill postpones approval, closing will be within 60 days of approval.
4) Seller will extend the 30 day and 60 day expiration of closing if Buyer deposits with Allen Tate Realty $25,000.00 which will be non refundable along with any other earnest money deposits.
5) All other terms of the contract and subsequent addendums shall remain in force unless otherwise stated in "Addendum C".

Witness

Witness

Date 9-14-00

Seller

Seller

Buyer Walker Farms Inc
9/6/00