

7305 CEDARBROOK DR

11116227

1/9/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 6029B DATE: 12/22/05

TC: 111-162-27 ☑ L ☑ CRT

SERIAL Nº 20092

Name of Owner JO-ELLEN WILDER Juris.: _____

Address of Property 7305 CEDARBROOK Drive

Inspection Data:

Tank Material PCL

Total Length of Drainfield 330'

Number of Lines 4 @ 70', 1 @ 65'

Cover Depth 12"

Water Supply Source MUNICIPAL

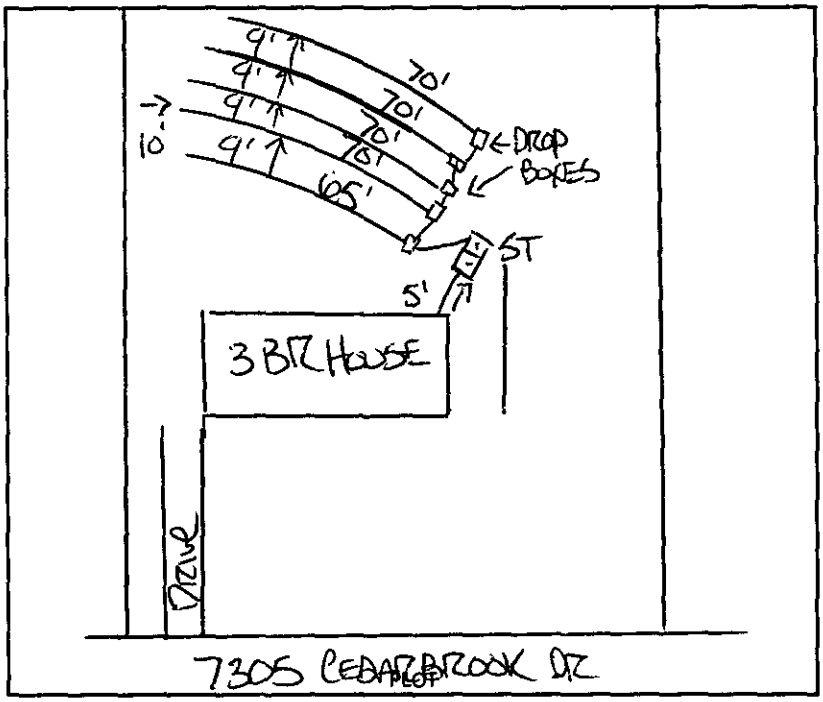
Distance to Water Source 7100'

Excavation Inspected 12/22/05

Tank(s) Inspected 12/22/05

Wash Line Inspected N/A

High Water Alarm Inspected N/A



Design 2005, INV. E-Z Flow, 25% REDUCTION, 990SF, 1500ST, DROP BOXES, T CTR# ROBERT LANEY

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

☑ installed or constructed ☐ altered or repaired

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

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

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: 25% REDUCTION; 330TLF; 4@70', 1@65', DROP BOXES; 1500ST. NOT 100% REPAIR

TYPE III g

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

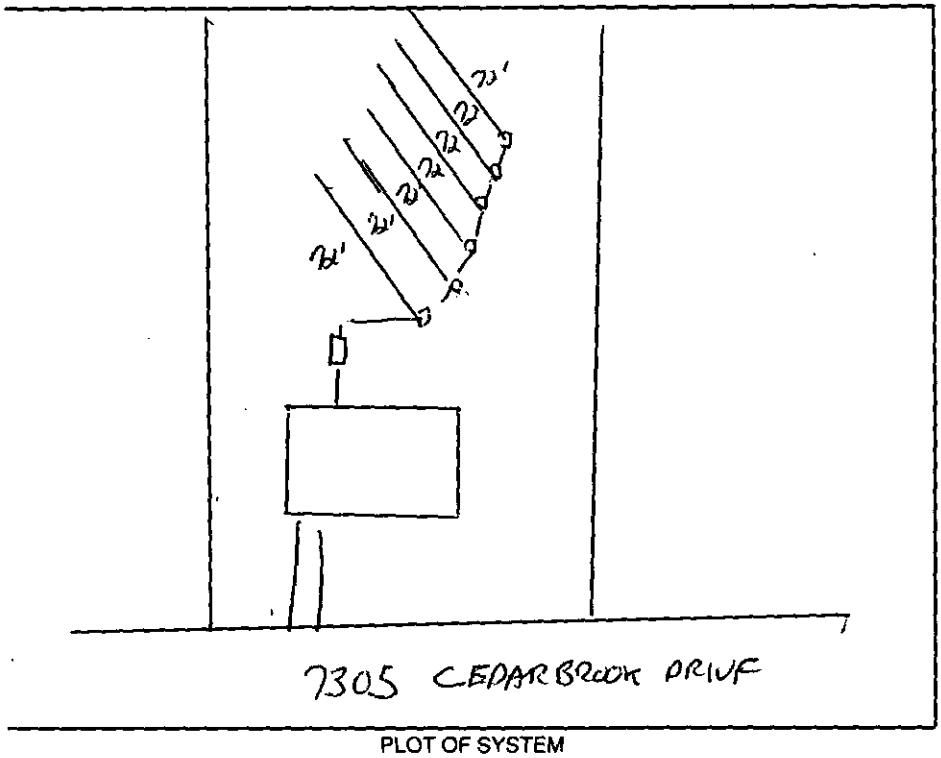
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 602913 DATE: 10-4-05

TC: 111-162-27 DL

SERIAL Nº 20270

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated _____. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 436' feet

Number of Lines 6

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well >50' feet

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

NAME OF OWNER JO-ELLEN WILDER

LOCATION OF PROPERTY 7305 CEDARBROOK DRIVE

Comments (1) USE DROP-BOXES FOR SERIAL DISTRIBUTION.

(2) ~~USE~~ INSTALL 436' OF DRAIN LINE, CONVENTIONAL

Environmental Health Specialist

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: **6029-B**

Tax Number: **111-162-27**

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

Basement: ☐ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☒ II ☐ III ☐ IV ☐ V ☐ VI

☒ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☐ Innovative or Experimental:

.275 Long-term acceptance rate (GPD/ft^2)	360 Max gallons/day wastewater flow	1309 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	436 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	na Gallon pump tank	12 Depth of stone (in)	

Any surface water present: Type: Minimum separation distance (ft):

Additional conditions: **Use drop boxes for serial distribution**

Repair Area System

Type: ☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☐ Innovative or Experimental:

____ Absorption Area (ft^2) ____ Total trench length (ft)	__ Depth of stone (in)	__ Trench spacing (min. on centers) (ft)	__ Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HELTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. *The approval is granted* in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

*** No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

*** This *Improvement permit* is transferable.

7/6/05
DENR Authorized Agent Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, NC 28202
(704) 336-5103

1/9/06
Owner/Agent Signature Date

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

PROPOSED PLOT PLAN

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

FILE: 6029B

TC: 111-162-27

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.

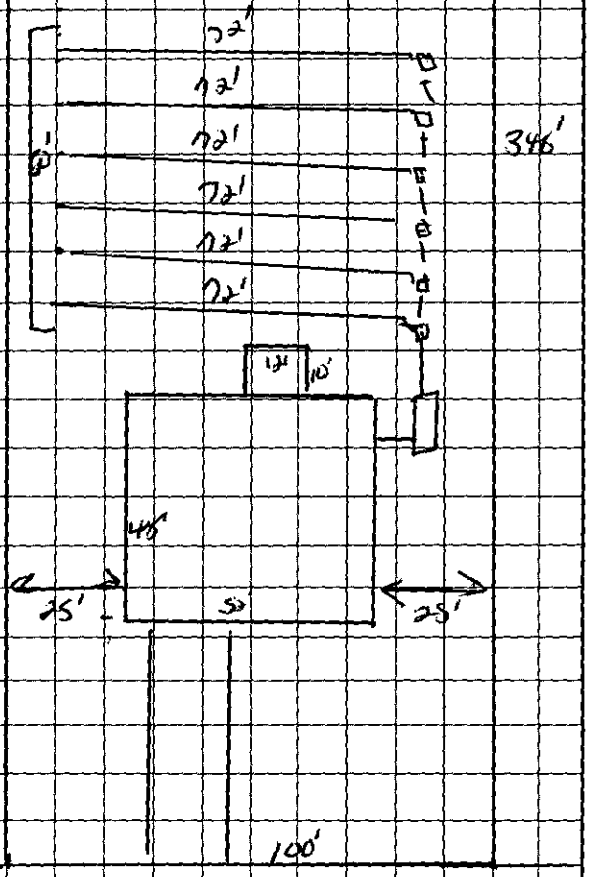
PERMIT FOR

7305 CEDARBROOK DRIVE

① INSTALL 1500 gal SEPTIC TANK AND 436' OF DRAINLINE IN 6 LINES, 72' LONG USING DROP BOXES FOR SEPTIC DISTRIBUTION.

② INSTALL DRAINLINES SIMILAR (30") AND ON CONTOUR.

③ LOCATE ALL WELLS AT LEAST 50' FROM ALL PARTS OF SEPTIC TANK SYSTEM.



OWNER/AGENT SIGNATURE

DATE 1/9/06

APPROVAL DATE 7/6/05

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

PROPOSED PLOT PLAN

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

FILE: 6029B

TC: 111-162-27

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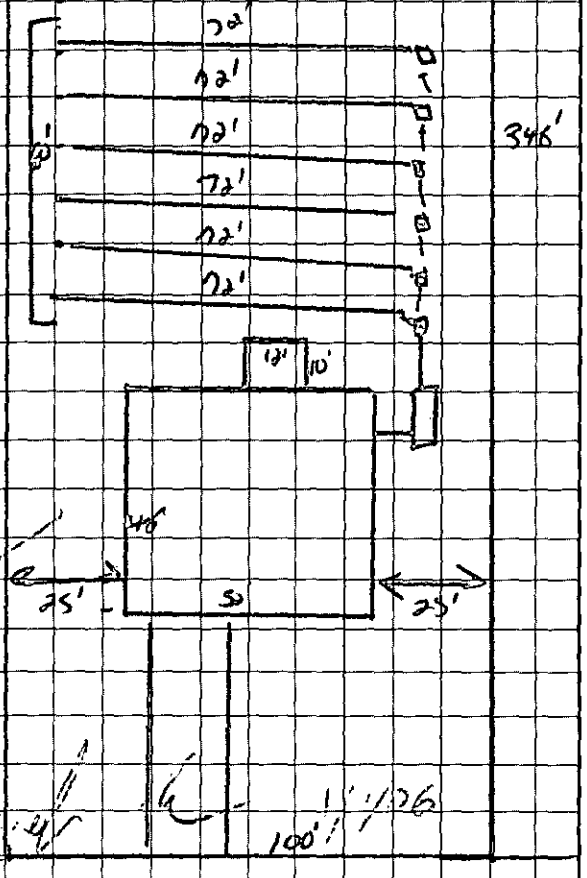
PERMIT FOR

7305 CEDARBROOK DRIVE

① INSTALL 1500 GAL SEPTIC TANK AND 436' OF DRAINLINE IN 6 LINES, 72' LONG USING 10 DROP BOXES FOR SEPTIC DISTRIBUTION.

② INSTALL DRAINLINES SHALLOW (30") AND ON CONTOUR.

③ LOCATE ALL WELLS AT LEAST 50' FROM ANY PART OF SEPTIC TANK SYSTEM.



OWNER/AGENT SIGNATURE

DATE 1/9/06

APPROVAL DATE 7/6/05

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

X38018 JKA

FEE: 300.00
DATE: 1/5/05

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

ACS

PERMIT NUMBER: 6029-B
PARCEL NUMBER: 111-162-27

JOB LOCATION ADDRESS: 7305 Cedarbrook Drive
PROPERTY OWNER: Jo-Ellen Wilder
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: ____
AUTHORIZATION ISSUED BY: Jackson A. Walker DATE: 07/07/05

DENR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 6029B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: ____
   ____
   ____
   ____
   ____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITSAND AUTHORIZATION TO CONSTRUCT.

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE _____ DATE _____

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

Sheet: 1 of 2
Property ID # 111-162-27 ACS
Lot #: 69, BA
File #: 6029B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Jo-Ellen Wilder
Applicant: Darek Burns
Address: 2534 Turnberry Lane, Charlotte, N. C. 28215
Date Evaluated: 6/20/2005
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .78a
Location of Site: 7305 Cedarbrook Lane
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	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		6-48	SBK/C	FI/SEXP/S/P					.275GPD/FT^2
2	"	0-4	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		4-48	SBK/C	FI/SEXP/S/P					
3	"	0-4	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		4-42	SBK/C	FI/SEXP/S/P					
		42-48	SBK/CL	FR/SEXP/SS/SP					
4	"	0-4	GR/CL	"	>46" TO SOIL WETNESS	46	"	"	"
		4-15	SBK/CL	"					
		15-32	SBK/C	FI/SEXP/S/P					
		32-46	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.275GPD/FT^2	

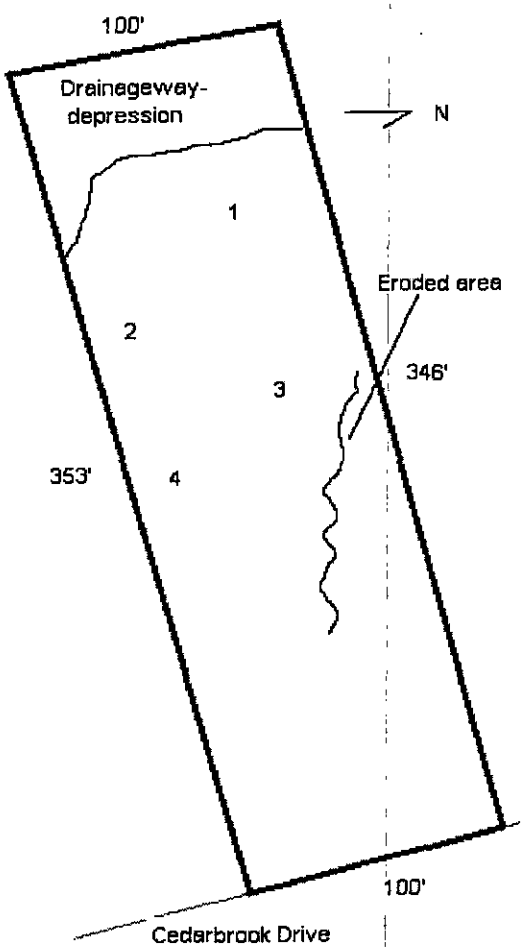
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 6/20/2005 W. R. Marlin
Others Present:

COMMENTS:
Lot does not appear to be 100% repair

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-Food 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		CL-Clay Loam		
FP-Flood Plain		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



X38018 JKA
200.00 6/7/05

[redacted]

GWS – RES. APP 12/04

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

FILE # 60298

[redacted]

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM EXISTING SYSTEM: ☐ EXPANSION/ALTERATION ☐ REPAIR

WELL / TYPE APPLICATION: ☒ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 1111627
STREET ADDRESS: 7305 Cedarbrook Dr
CITY: Charlotte
STATE: NC ZIP: 28215
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 69
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 1350
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 1

FOUNDATION FOR RESIDENCE:

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

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

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Jo-Ellen Wilder
ADDRESS: 2534 Turnberry Ln
CITY: Charlotte
STATE: NC ZIP: 28210
HOME PHONE: 704-532-8660 WORK PHONE: 704-355-6649
MOBILE PHONE: FAX: 704-355-7616

~~LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:~~ Buyer

NAME: Southeastern Homes Inc, Darek Burns
ADDRESS: 2512 Windsor Chase Dr
CITY: Matthews
STATE: NC ZIP: 28105
HOME PHONE: — WORK PHONE: 704-708-4084
MOBILE PHONE: 704-309-7312 FAX: 704-708-4084

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 3/19/1981
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 7/12/05

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

Darek Burns 5/31/05
Owner's/Agent's Signature Date

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

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

Owner's/Agent's Signature Date

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

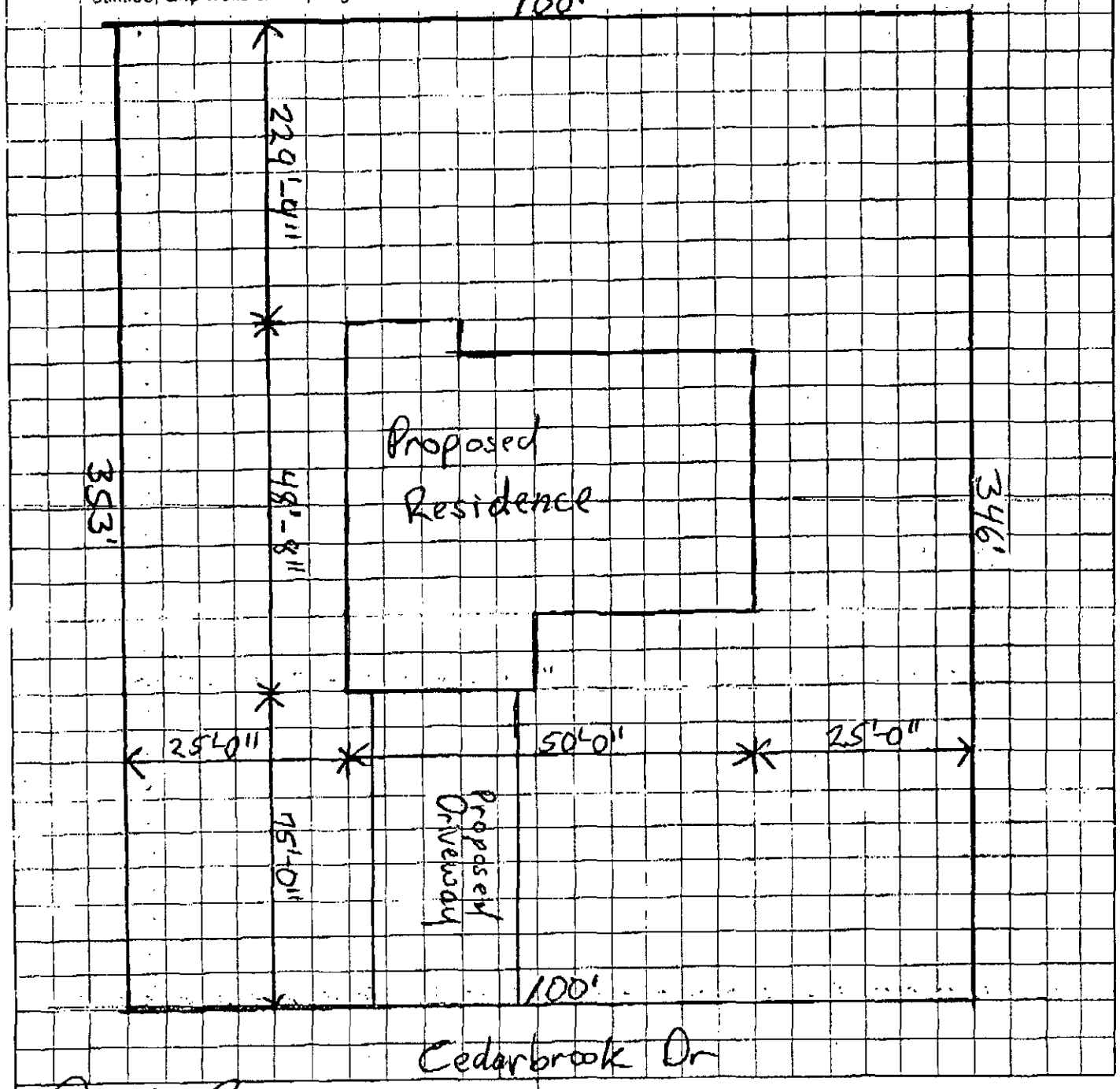
PROPOSED PLOT PLAN

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

FILE: 6029B

TC: 111-162-27

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.



Darek Burma
OWNER/AGENT SIGNATURE

DATE 5/31/05

APPROVAL DATE _____

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

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Southeastern Homes, Inc., as Buyer, hereby offers to purchase and Jo Ellen Pent Wilder, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 3503 Cedarbrook Dr Zip 28215
Subdivision Name Cedarbrook Dr
Plat Reference: Lot 64, Block or Section Parcel ID # 1116227 Block A as shown on Plat Book or Slide 04411 at Page(s) 965.
NOTE: Prior to signing this Vacant Lot 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. PURCHASE PRICE: The purchase price is $ 30,500 and shall be paid as follows:

(a) $ 4000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☒ other: Company Check to be deposited and held in escrow by Bagley & Layton PLLC ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

(c) $ N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

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

(e) $ 26,500 BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of 1 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 14 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before 6/16/05 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 12 - T
© 7/2002

Buyer Initials DB ____ Seller Initials WWW JGW

of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single Family Residential purposes ("Intended Use").

(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 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.

4. **SPECIAL ASSESSMENTS:** 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: N/A - NONE KNOWN by seller Buyer shall purchase subject to any existing or outstanding assessments DW 5-21-05 OB 5/21/05 WWW 5/21/05 (Insert "None" or the identification of such assessments, if any.) 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, if any, unless otherwise agreed as follows: N/A

5. **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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 0.

6. **CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ 0, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. **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.

8. **LABOR AND MATERIALS:** 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.

9. **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 7/12/05, at a place designated by Buyer. The deed is to be made to Southeastern Homes Inc.

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

10. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

Buyer Initials OB WWW Seller Initials WWW DW

STANDARD FORM 12 - T
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11. SEWER SYSTEM (check only ONE):
☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

☒ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other N/A ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than 5/31/05. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 6/16/05, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 6/16/05, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. 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. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible 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.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. 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.

17. 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.

18. 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.

19. 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.

Buyer Initials DB Seller Initials

20. 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. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. 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.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY 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.

Date: 5/17/05

Buyer David A Bryan (SEAL)
President, Southeastern Homes, Inc

Date: _____

Buyer _____ (SEAL)

Date: 5-21-05

Seller Jo Ellen Uzzle Wilder (SEAL)

Date: 5-21-05

Seller William Newton Wilder (SEAL)

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

Date 5/25/05

Firm: Raney & Clayton, PLLC

By: _____ (Signature)

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

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