

5264 MT HOLLY-HUNTERSVILLE RD

03306407

1/9/2008

duponbj

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

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

AES

PERMIT NUMBER: 5810B
PARCEL NUMBER: 03306407

JOB LOCATION ADDRESS: 5264 Mount Holly-Huntersville Road
PROPERTY OWNER: Jeremy White
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 02/02/05

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

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5810B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

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

5. OTHER CONDITIONS:

Yes
Go
Proceed
2/3/05

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5810B** Tax Number: **03306407**

- 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 ☒ 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:

0.3 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1600 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	535 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.)
4 Bedrooms in residence	NA Gallon pump tank	12 Depth of stone (in)	

Any surface water present: **NO** Type: Minimum separation distance (ft):

Additional conditions:

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:

1600 Absorption Area (ft^2) 535 Total trench length (ft)	12 Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

Tommy Mack, R.S. 2/2/05
DENR Authorized Agent Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

X _____ 2/2/2005
Owner/Agent Signature Date

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

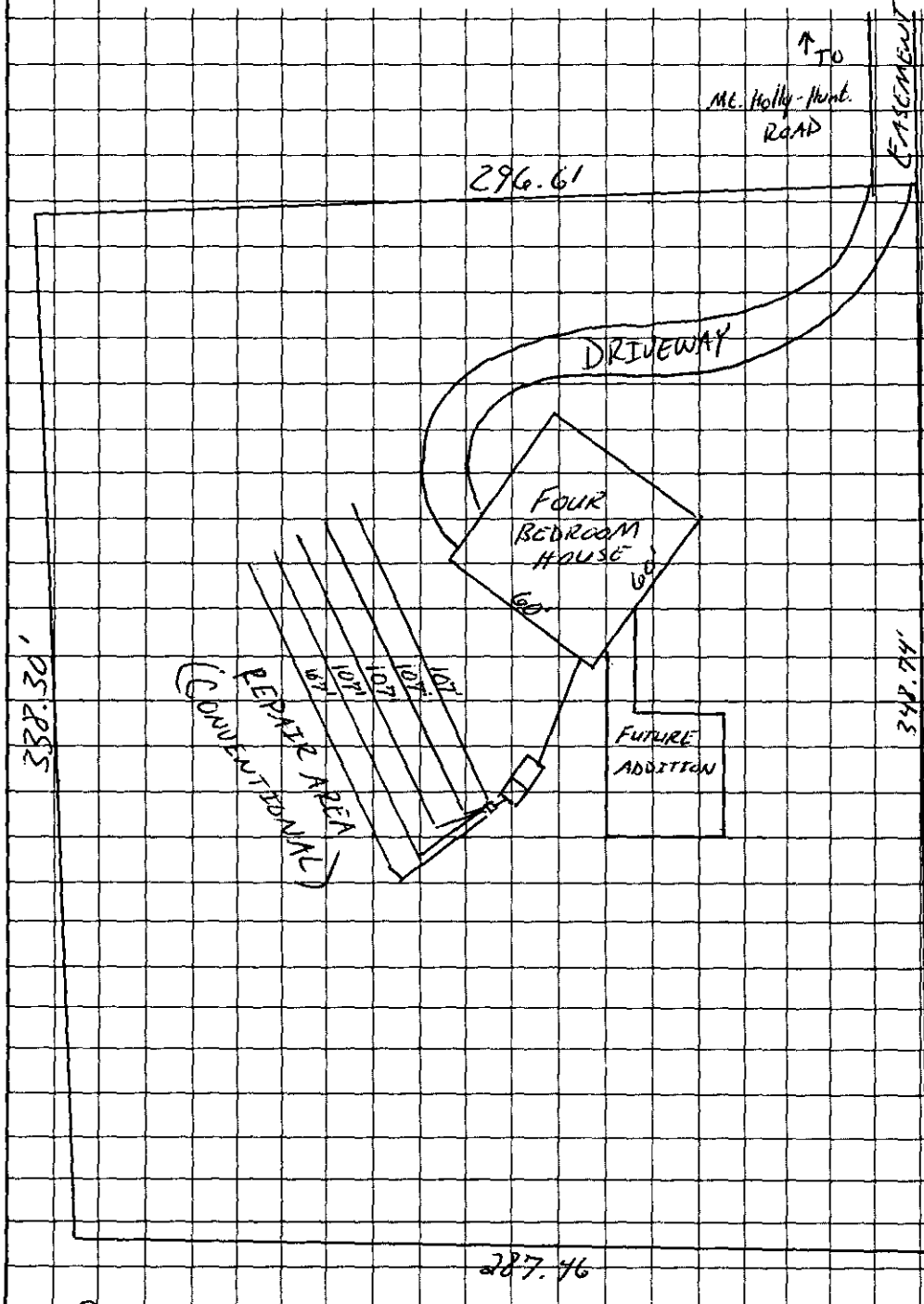
PROPOSED PLOT PLAN

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

FILE: 58108

TC: 033-064-07

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.



Comments

→ System assigned for a four Bedroom House

→ 1500 gallon septic tank
→ 5 lines x 107' x 3' x 12" stone
→ Type II Conventional System & Repair
→ 533' TLA
→ A well permit will need to be obtained prior to construction authorization

OWNER/AGENT SIGNATURE

DATE 2/2/2005

APPROVAL DATE Jimmy Michelson, R.S. 2/2/05

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

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

Sheet: 1 of 2
Property ID: 033-064-07
Lot #:
File #: 5810B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Alvin B. Luckey
Applicant: Jeremy T. White
Address: 12528 Buxton Drive, Pineville, N. C.
Date Evaluated: 1/25/2005
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 2.5a
Location of Site: 5264 Mt. Holly-Huntersville Road, Charlotte
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] 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/SL	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		6-15	GR/SCL	FR/SEXP/SS/SP					.275GPD/FT^2
		15-48	SBK/SC	FI/SEXP/S/P					
2	"	0-7	GR/SL	FR/SEXP/NS/NP	"	"	"	"	PS, IV
		7-10	GR/SCL	FR/SEXP/SS/SP					.3GPD/FT
		10-48	SBK/SC	FI/SEXP/S/P					
3	"	0-8	GR/SCL	FR/SEXP/SS/SP	>50" TO SOIL WETNESS	50	"	"	"
		8-50	SBK/SC	FI/SEXP/S/P					
4	"	0-15	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		15-48	SBK/SC	FI/SEXP/S/P					
5	LS, 6	0-9	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	"
		9-46	SBK/SC	FI/SEXP/S/P					
6	LS, 7	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		8-48	SBK/SC	FI/SEXP/S/P					
7	LS, 7	0-9	GR/SCL	FR/SEXP/SS/SP	>47" TO SOIL WETNESS	47	"	"	"
		9-47	SBK/SC	FI/SEXP/S/P					

SPM 2/1/05

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)		
Site LTAR	.3GPD/FT^2	.3GPD/FT^2

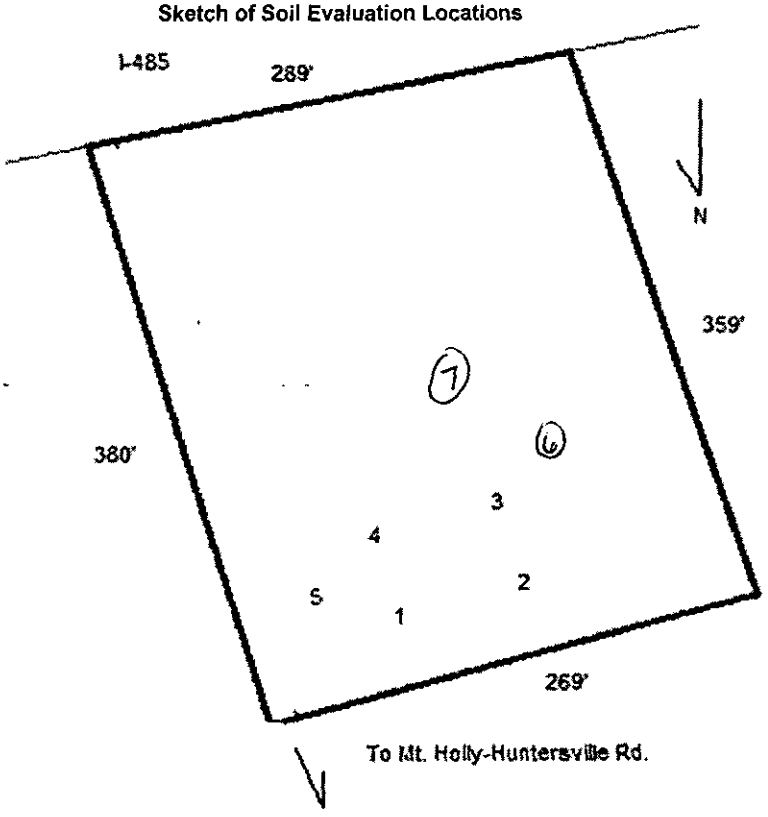
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 1/26/2005, W. R. Marlin
Others Present:

COMMENTS:
100% repair required

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		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



file # 58106

DAS DON ALLEN & ASSOCIATES, P.A.

"Since 1971"

Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical

(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 4012, page 312, and/or plat book _____, page _____, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 13, day of APRIL, A.D. 20 04.

Chuck Jamison

Give to build house

SCOTT MCKNIGHT

DONALD RAY ALLEN, PLS

MARK E. LOVE EASEMENT FOR MARK

EASEMENT FOR MICHAEL BROOKS LUCKEY 5373/184

15' ACCESS EASEMENT

1/2" REBAR

N 18°22'52" W 354.75' TOTAL (TIE ONLY)

65.39'

288.39'

N 73°10'37" E 296.61' TOTAL

285.32'

11.29'

11.29' M/M

EASEMENT FOR VIRGINIA

DRIVEWAY

2.30 AC.

FUTURE ADDITION

N 18°23'46" W (BASE BEARING)

338.30'

348.74'

S 16°48'48" E

KIRA I. PACKAN 11881/941

LOT 1 COX INVESTMENT PROPERTIES, LTD., MAP 1 EMMETT N. THOMPSON 4156/694

PB. 38 PG. 845

1/2" REBAR

(TIE ONLY) S 76°47'13" W 272.58'

S 75°17'01" W 287.46'

INTERSTATE 485 OUTER LOOP

ABERNATHY ROAD

KONNEWICK ROAD

MOORE ROAD

GRAVEL DRIVE

SITE

INTERSTATE 485 OUTER LOOP

VICINITY MAP NO SCALE

11.29
3.71'
15' FOC

0' 30' 60' 100'

SCALE IN FEET

LEGEND

P.P. = POWER POLE
DUKE POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = 1/2 REBAR SET
R/W = RIGHT-OF-WAY
W = WELL
BTL = BUILD TO LINE
LP = LIGHT POLE
PDE = PUBLIC DRAINAGE EASEMENT

NOTES

1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) UNDERGROUND POWER

BOUNDARY SURVEY

OF

5264 MT. HOLLY – HUNTERSVILLE ROAD

ALVIN BASIL LUCKEY PROPERTY

SCALE 1" = 60'

LONG CREEK & PAW CREEK TWSP., MECKLENBURG CO., N.C.

ACQUIRED BY: ALVIN BASIL LUCKEY

FIELD BOOK: 639
FILE: 97018
DC FILE:
TAX MAP NO: 033-064-07

file # 58106

Chuck Jamison
App. 4 acres

Give to build house

DAS DON ALLEN & ASSOCIATES, P.A.

"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
(704) 664-7029 (704) 664-8041 Fax

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DONALD RAY ALLEN, PLS

SCOTT MCKNIGHT

¾" REBAR

N 18°22'52" W 354.75' TOTAL (TIE ONLY) 65.36'

AXLE

289.39'

MARK E. LOVE EASEMENT FOR MARK

15' ACCESS EASEMENT

EASEMENT FOR MICHAEL BROOKS LUCKEY 5373/184

N 73°10'32" E 296.61' TOTAL

285.32'

11.29'

11.29'
3.71'
15' FOOT

11'3½"

EASEMENT FOR VIRGINIA

DRIVEWAY

2.30 AC.

FUTURE ADDITION

348.74'

S 16°48'48" E

KIRA I. PACKAN 11881/941

N 18°23'46" W (BASE BEARING)

338.30'

LOT 1
COX INVESTMENT PROPERTIES, LTD., MAP 1
EMMETT N. THOMPSON
4156/694

PB 38 PG 945

¾" REBAR

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(TIE ONLY) S 76°47'13" W 272.58'

S 75°17'01" W 287.46'

AXLE

INTERSTATE 485 OUTER LOOP

VICINITY MAP NO SCALE

ABERNATHY ROAD
KENNEWICK ROAD
MORROE ROAD
GRAVEL DRIVE
SITE
INTERSTATE 485 OUTER LOOP

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LP = LIGHT POLE
PDE = PUBLIC DRAINAGE EASEMENT

0' 30' 60' 100'
SCALE IN FEET

NOTES
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2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) UNDERGROUND POWER

SCALE 1" = 60'

ACQUIRED BY:

BOUNDARY SURVEY

OF

5264 MT. HOLLY – HUNTERSVILLE ROAD

ALVIN BASIL LUCKEY PROPERTY

LONG CREEK & PAW CREEK TWSP., MECKLENBURG CO., N.C.

ALVIN BASIL LUCKEY

FIELD BOOK: 635
FILE: 9708
DG FILE:
TAX MAP NO: 033-084-07

GWS – RES. APP 12/04

check # 1720
SEPTIC FEE: 200.00
DATE: 1/13/04
CRT [ ] JKA

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

WELL FEE:
DATE:
CRT [ ]

FILE # 5810B

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 #: 03306407
STREET ADDRESS: 5264 Mt. Holly - Huntersville Rd.
CITY: Charlotte
STATE: NC ZIP: 28216
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #:
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: +/- 2500 sq.ft.
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 6

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: Alvin Basil Luckey
ADDRESS: 12528 Buxton Dr.
CITY: Pineville
STATE: NC ZIP: 28134
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Jeremy Todd White (Buyer)
ADDRESS: 1022 Sugar Creek Rd. W.
CITY: Charlotte
STATE: NC ZIP: 28262
HOME PHONE: 704 596 0075 WORK PHONE: 704 333 6166
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? March 16, 2005

*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.

1/14/2005
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

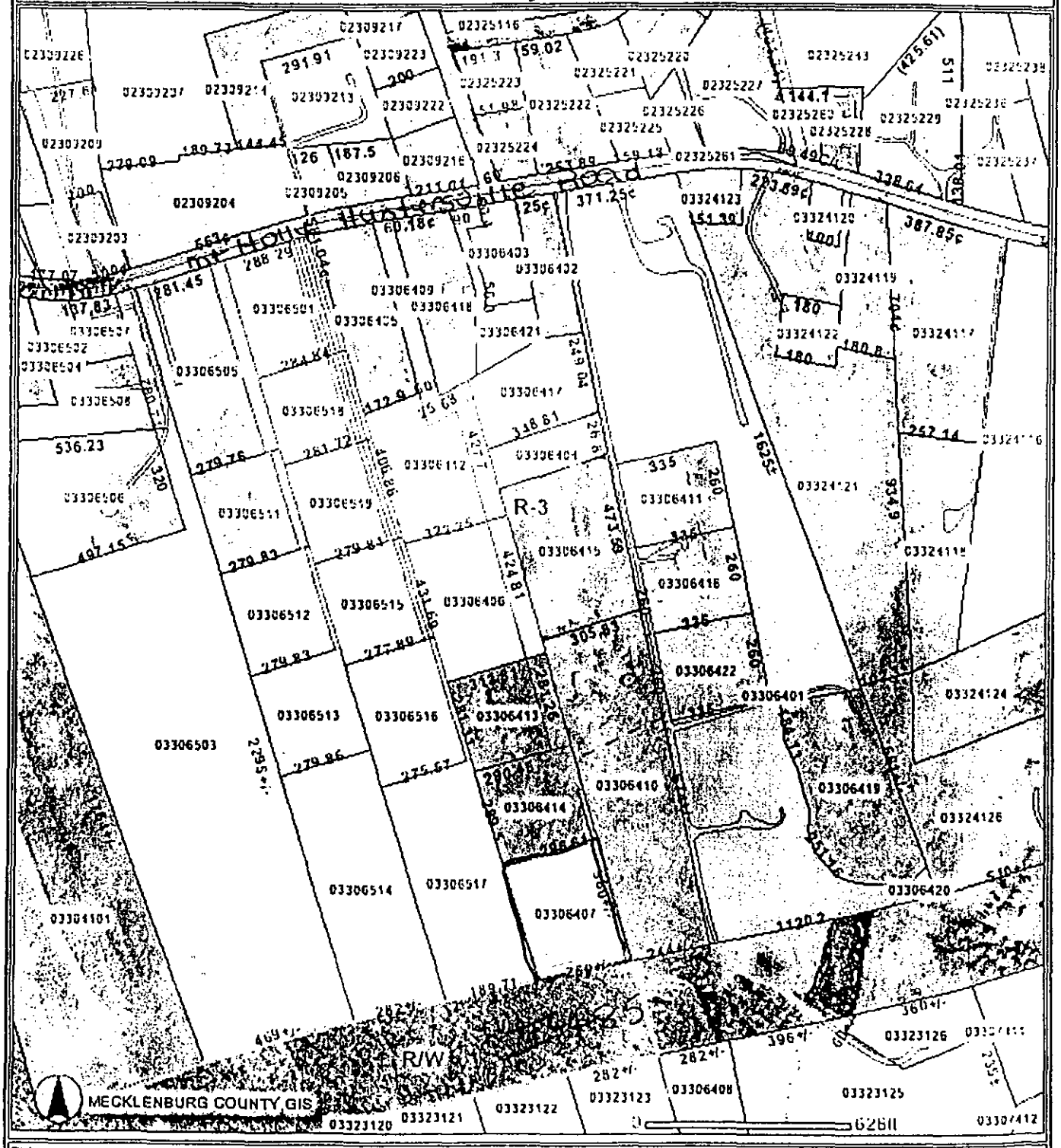
Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Mon Nov 15 09:21:35 EST 2004

5264 Mt. Holly Huntersville



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

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 recoded 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 same 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 (Form2A3).

Jeremy Todd White, Faith Byrum White, as Buyer, hereby offers to purchase and Alvin Basil Lucky Estate-Virginia Lucky, 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 5264 Mt. Holly Huntersville Road Zip 28216
Subdivision Name none
Plat Reference: Lot _____, Block of Section Parcel ID 03306407 as shown on Plat Book or Slide 04012 at Page(s) 312.
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 owner' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 40,000 and shall be paid
(a) $ 1,000, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Allen Tate ("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 _____, 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 or 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) $ 39,000, 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 at ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 85% LTV (plus any financed VA Funding Fee or FHA MIP) for a term of 15 year(s), at an initial interest rate not to exceed 8 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 45 day 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 Mar. 10, 2005 and to satisfy all terms and conditions of the loan letter by Closing. After the above date, Seller may request in writing from Buyer a copy 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 their 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 Residential purposes ("Intended Use").
(c) The Property must be 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: none
(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: none

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 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 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 easement 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 MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing 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 Jan. 16 2005, at a place designated by Buyer. The deed is to be made to Jeremy Todd & Faith Byrum White, **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.

11. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install this sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of Improvement Permit attached 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 _____ ground absorption sewage system for a 4 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 Feb. 11, 2005. 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 Feb. 16 2005, ***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 born e 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 Feb. 16 2005, ***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 Section 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 of 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 not withstanding 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: (ITEMIZED 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, successor 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 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.

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 signed is communicated to the offering party. This contract is executed under seal is signed multiple originals, all of which together constitute one and the same instrument, with a signed original original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signature below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of their 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 CONTACT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 1/12/2005	Date: _____
Buyer _____ (SEAL)	Seller _____ (SEAL)
Date: 1/12/05	Date: _____
Buyer Faith Bullock (SEAL)	Seller _____ (SEAL)

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

Date: 1-12-2005

Firm: Allen Tate

By: Susie Johnson
(Signature)

Selling Agent/Firm/Phone: Susie Johnson - Allen Tate

Acting as ☐ Buyer's Agent ☐ Seller's (sub) Agent ☒ Dual Agent

Listing Agent/Firm/Phone: Susie Johnson - Allen Tate

Acting as ☐ Seller's (sub) Agent ☒ Dual Agent

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 funds on or before: Feb 16 2005 at a place designated by Buyer. The deed is to be made to Jeremy Todd & Ruth Burum Whitt. **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN IT'S 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.

11. **SEWER SYSTEM** (check only ONE):

☐ Buyer has investigated the costs and expenses to install this sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of Improvement Permit attached 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 _____ ground absorption sewage system for a 4 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: Feb 11 2005. 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 Feb 16 2005, *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 born e 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 Feb. 16 2005, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise this 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 Section 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 of 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 not withstanding 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:** (ITEMIZED 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, successor 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 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.

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 signed is communicated to the offering party. This contract is executed under seal is signed multiple originals, all of which together constitute one and the same instrument, with a signed original original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signature below.

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

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Date: 1/12/2005
Buyer: _____ (SEAL)
Date: 1/12/05
Buyer: Ruth B White (SEAL)

Date: 1-13-05
Seller: Virginia Witten Luckey (SEAL)
Date: _____
Seller: _____ (SEAL)

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

Date: 1-12-2005
Firm: Allen Tate
By: Susie Johnson
(Signature)

Selling Agent/Firm/Phone: Susie Johnson - Allen Tate
Acting as ☐ Buyer's Agent ☐ Seller's (sub) Agent ☒ Dual Agent

Listing Agent/Firm/Phone: Susie Johnson - Allen Tate
Acting as ☐ Seller's (sub) Agent ☒ Dual Agent