

8612 BROOKGREEN DR

13905735

1/8/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5189B DATE: 10/6/03

TC: 139-057-35 ☒ L ☒ CRT

SERIAL 19363

Name of Owner RICHARD CHOWNING Juris.:

Address of Property 8612 BROOK GREEN DRIVE

Inspection Data:

Tank Material 1500 PCC

Total Length of Drainfield 400

Number of Lines 5 @ 80'

Cover Depth 12"

Water Supply Source MUNICIPAL

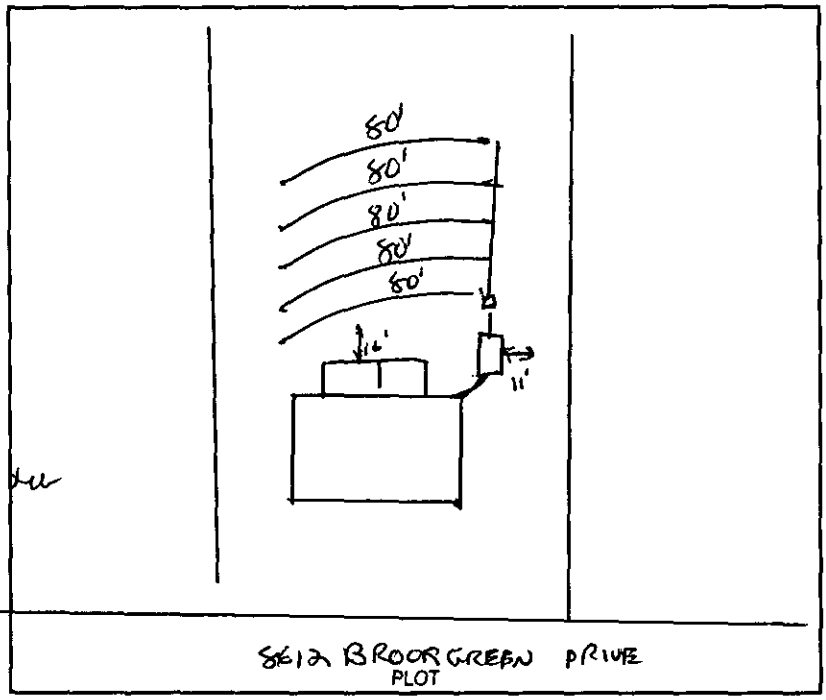
Distance to Water Source >10'

Excavation Inspected ~~10/4/03~~ 10/3/03 MW

Tank(s) Inspected ~~10/4/03~~ 10/3/03

Wash Line Inspected

High Water Alarm Inspected



8612 BROOK GREEN DRIVE
PLOT

Design 1500 ST 1200 SFT CONV. 12 G CTR# RCS

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. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: TYPE ~~IV~~ II

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

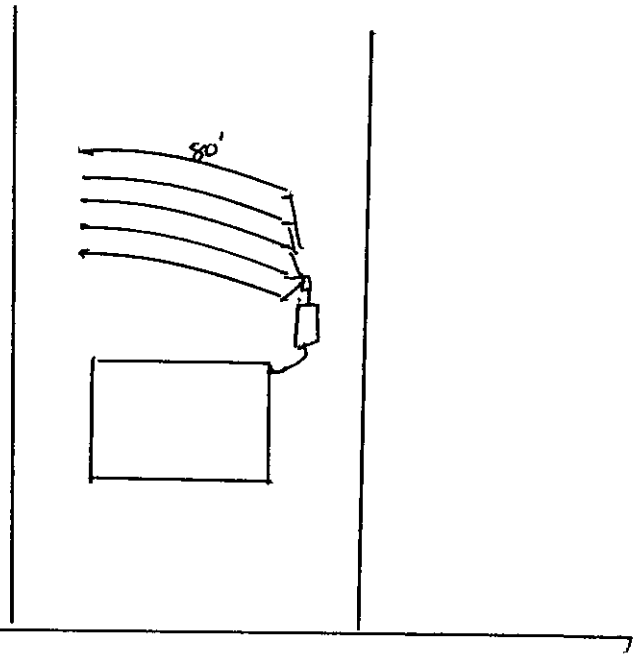
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 51898 DATE: 2-24-03

TC: 139-057-35 ☐ L

SERIAL 19244

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 2-10-03. 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 I5A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



8612 BROOK GREEN DRIVE

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 400 feet

Number of Lines 5

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 RICHARD CHOWNING

LOCATION OF PROPERTY 8612 BROOK GREEN DRIVE

Comments: ① INSTALL DRAINLINES SHALLOW 36" AND ON CONTOUR

Environmental Health Specialist

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	11/26/03	**Amount:**	300.00
Receipt #:	19846	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: X35559
Contractor: THOMPSON CHOWNING BUILD INC
Attn:
Address: 615 ALDEBOROUGH LN
Address:
City/State/Zip: CHAELOTTE, NC 28270

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 8620 & 8612 BROOKGREEN DRIVE/FILE 5168B,5189B		1	300.00	300.00

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

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
300.00					

X35559

FEE: 150.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** NCS LD
DATE: 4/7/03 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 3-28-03 **PERMIT NO:** 5189B
PARCEL NO: 139-052-35

JOB LOCATION ADDRESS: 5612 BROOKGREEN DRIVE
PROPERTY OWNER: RICHARD CROWNING
BUILDING CONTRACTOR: "
SUBDIVISION NAME: GLENCROFT LOT #13
AUTHORIZATION ISSUED BY: [signature] **DATE:** 3/28/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5189B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS:

OWNER CERTIFICATION

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

[signature] 4/7/03
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 5189B

Tax Number: 139-005-55

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	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
000 Serviced by private well	1500 Gallon septic tank	400 Total trench length.(ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions:				
Repair Area System Type Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	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.

3-28-03

DEHNR Authorized Agent — Date

4/7/03

Owner/Agent Signature — Date

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

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

PROPOSED PLOT PLAN

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

FILE: 5189 B

TC: 139-057-35

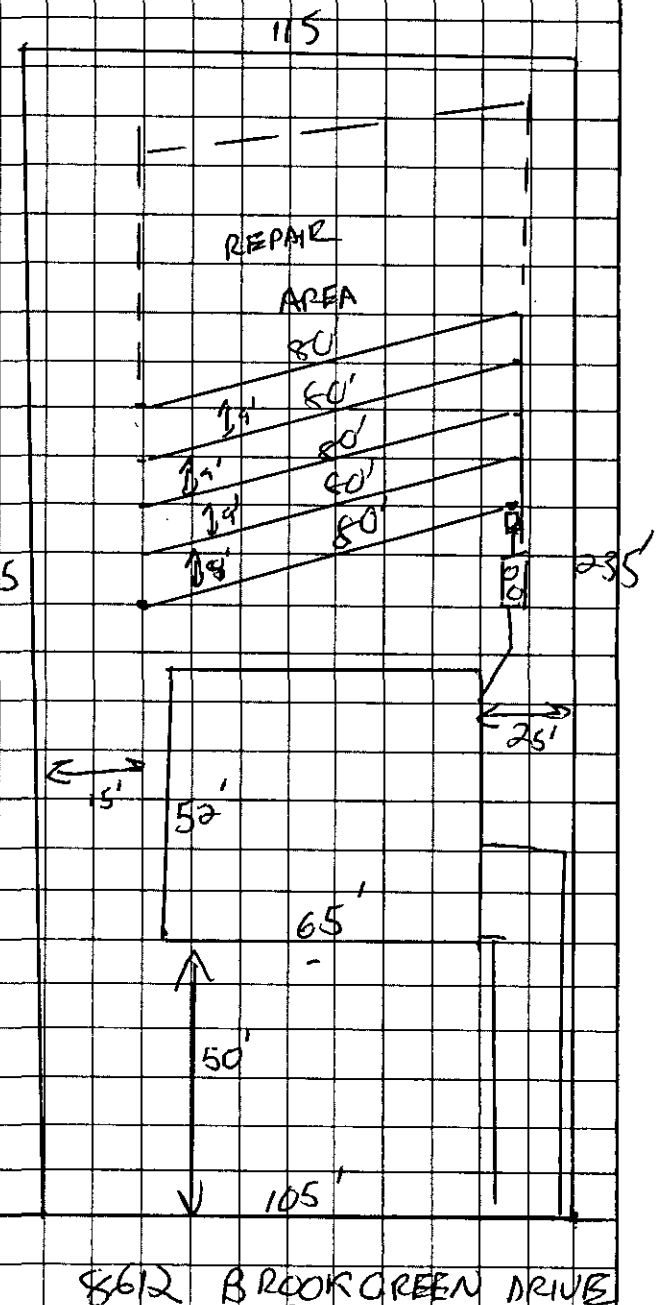
Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

PERMIT FOR
8612 BROOKGREEN DRIVE

SCALE 1" = 40'

(1) INSTALL DRAINLINES SHALLOW (8") AND ON CONTOUR.

(2) LOCATE ALL PARTS OF SEPTIC SYSTEM 50' FROM ALL WELLS.



OWNER/AGENT SIGNATURE

DATE 4/7/03

APPROVAL DATE 3/25/03

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	04/08/03	**Amount:**	150.00
Receipt #:	15748	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	0.00
Received By:	JONESNY		

Account Information

Account #: X35559
Contractor: THOMPSON CHOWNING BUILD INC
Attn:
Address: 615 ALDEBOROUGH LN
Address:
City/State/Zip: CHAELOTTE, NC 28270

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 612 BROOKGREEN DRIVE		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
450.00	204.00				

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

Sheet: 1
Property ID: 139-057-35
Lot #: 13
File #: 5189B
Code: 2

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Richard W. Chowning
Applicant:
Address: 615 Aldeborough Lane, Charlotte, N. C. 28270
Date Evaluated: 03/21/2003
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .57a
Location of Site: 8612 Brookgreen Drive
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, 10	0-5	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .3GPD/FT^2
		5-48	SBK/C	FI/SEXP/S/P					
2	"	0-3	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		3-41	SBK/C	FI/SEXP/S/P					
		41-48	SBK/CL	FR/SEXP/SS/SP					
3	"	0-4	GR/CL	"	"	"	"	"	"
		4-45	SBK/C	FI/SEXP/S/P					
		45-48	SBK/CL	FR/SEXP/SS/SP					
4	"	0-2	GR/CL	"	"	"	"	"	"
		2-41	SBK/C	FI/SEXP/S/P					
		41-48	SBK/CL	FR/SEXP/SS/SP					
5	"	0-4	GR/SCL	"	"	"	"	"	"
		4-48	SBK/C	FI/SEXP/S/P					
6	"	0-3	GR/CL	FR/SEXP/SS/SP	>24" TO SOIL WETNESS	24	"	"	US
		3-24	SBK/C	VFI/EXP/VS/VP					

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

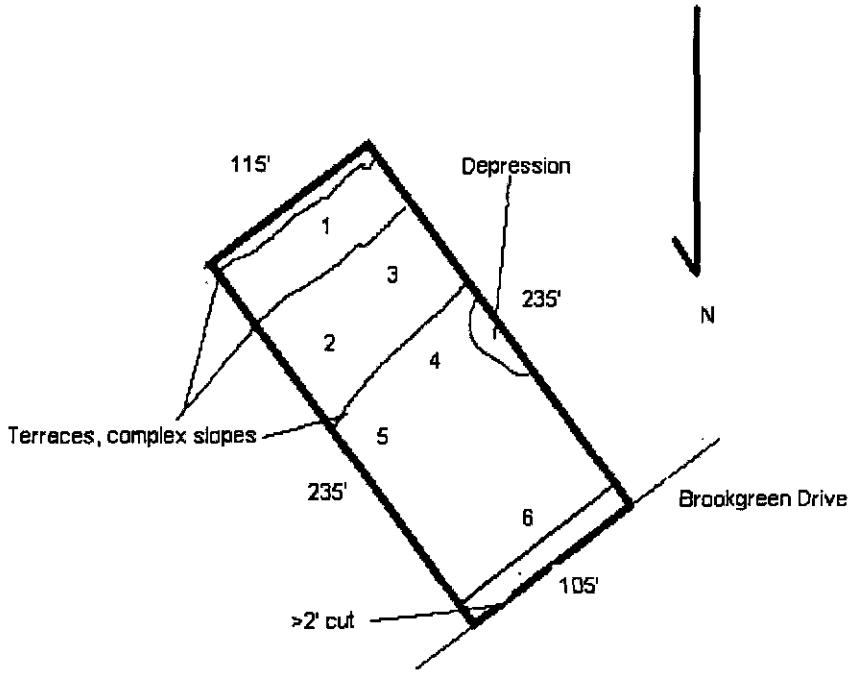
Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 3/21/2003, W. R. Marlin
Others Present: R. Chowning

FILE # 5189B

COMMENTS: 100% Repair

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

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



FEE: 200 in-Ad X 359

DATE: 3/10/03

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

1 1 CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 51895

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 13905735

STREET ADDRESS: 8612 Brookgreen Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: Glencroft

LOT NUMBER: Lot-13

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S) __ MODULAR HOME (M)
__ DOUBLE WIDE (D) __ MULTIPLE FAMILY (U)
✓ HOUSE (H) __ OTHER (O)

HEATED SQUARE FOOTAGE: 1652

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT __ WITH BASEMENT /PLUMBING
__ ON SLAB
✓ CRAWL SPACE __ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

__ 0 MECKLENBURG __ 4 PINEVILLE
__ 1 CHARLOTTE __ 5 MATTHEWS
__ 2 DAVIDSON __ 6 HUNTERSVILLE
__ 3 CORNELIUS ✓ 7 MINT HILL

CLOSING DATE_____

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE): ✓ COMMUNITY (C) __ MUNICIPAL (M) __ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Chowning Richard W (LAST) (FIRST) (MI)	NAME: (LAST) (FIRST) (MI)
ADDRESS: 615 Aldeborough Ln	DAYTIME PHONE: ( ) -
CITY: Charlotte STATE: NC ZIP: 28270	
DAYTIME PHONE: (704) 363-9757	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1999

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: Richard W Chowning DATE: 3/7/03

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

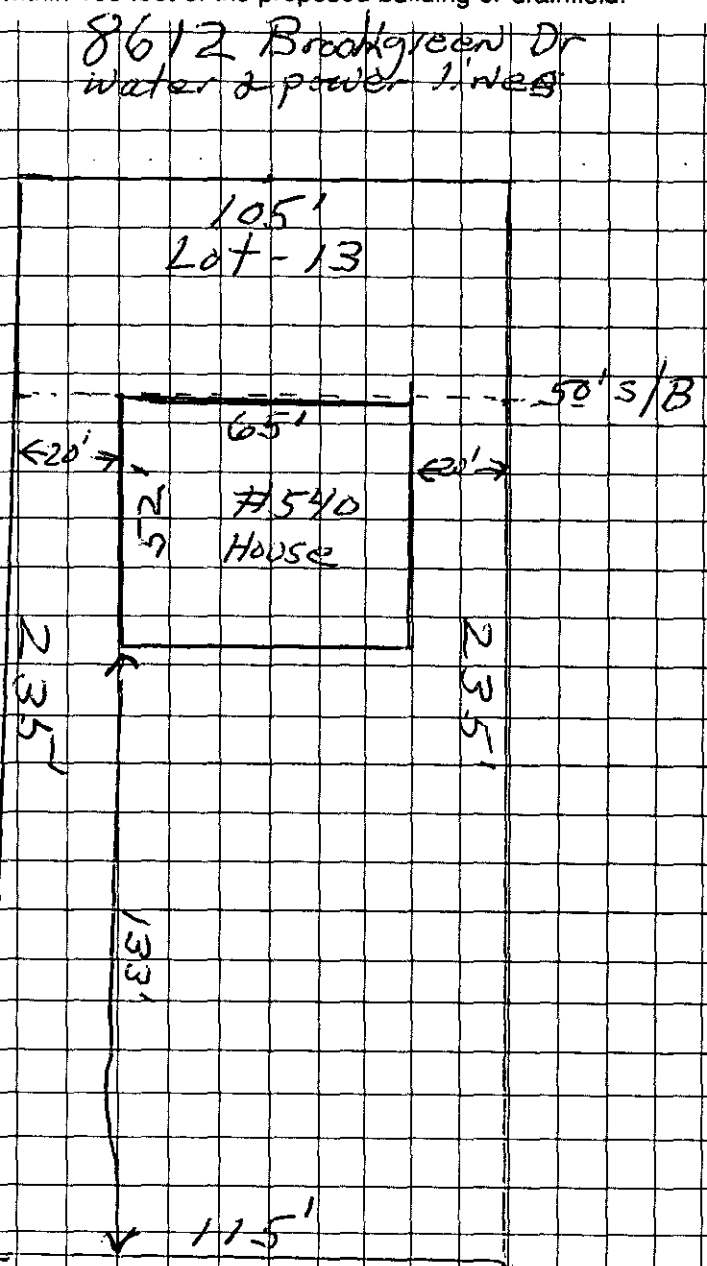
PROPOSED PLOT PLAN

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

FILE: 5189B

TC: 139-057-35

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

DATE 3/7/03

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).

Thompson - Chewning Builders, Inc, as Buyer, hereby offers to purchase and Glencroft Associates, Inc, 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 N/A, County of MecKlenburg, State of North Carolina, being known as and more particularly described as:
Street Address 8612 Breakaway Drive Zip 28227
Subdivision Name Glencroft
Plat Reference: Lot 13, Block or Section Phase II as shown on
Plat Book or Slide 10895 - 256 at Page(s) _____.
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 $ 36,900.00 and shall be paid as follows:

(a) $ 500.00, 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 Glencroft Associates Inc. c/o Fran Harris Realtors ("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) $ 836,400.00, 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: Construction loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of $36,900.00 (plus any financed VA Funding Fee or FHA MIP) for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount point not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A 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 N/A 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 WT _____ Seller Initials _____

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 Residential Single Family 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: 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 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 $ N/A per N/A.

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 $ N/A, 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 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.

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 May 1, 2003, at a place designated by Buyer. The deed is to be made to Thompson-Chewning Builders, LLC.

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 _____ Seller Initials _____

STANDARD FORM 12 - T
© 7/2002

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 April 15, 2003. 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 48hrs after written Results 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 48hrs After written Results, 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.) None

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 _____ 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: 3/4/03 Date: 3-4-03

Buyer Bill Thompson (SEAL) Seller Glenwood Assoc Inc (SEAL)

Date: By: David Krug

Buyer _____ (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 _____ Firm: _____

By: _____ (Signature)

Selling Agent/Firm/Phone Bill Thompson / Galleon Homes / 704-651-8500 (mob. 1e
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Fran Harris, Realtors 704-545-1196
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

BUYER AGENT'S CONFIRMATION OF AGENCY RELATIONSHIP AND OFFER OF COMPENSATION

[See reverse side for Guidelines on proper use of this form]

THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF ANY OFFER TO PURCHASE AND CONTRACT. IT SHALL NOT BE CONSTRUED TO AFFECT OR MODIFY ANY LISTING AGREEMENT ENTERED INTO BETWEEN THE LISTING AGENT AND THE SELLER.

BUYER: Thompson Charming Builders Inc
SELLER: Glencroft Associates, Inc
PROPERTY: 8012 Bankgreen Dr.

Regarding any negotiations between Buyer and Seller for the Property, Buyer Agent and Listing Agent (or Seller, if the Property is not listed) confirm the following:

1. **AGENCY RELATIONSHIP.**
(a) Buyer Agent hereby confirms that Buyer Agent is acting solely as the agent of Buyer, and in this capacity (i) has not acted as the agent or subagent of the Seller or the Listing Agent, (ii) owes fiduciary duties only to the Buyer in this transaction; and (iii) has not acted as a dual agent for Seller and Buyer.
(b) If the Property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent hereby expressly rejects any implied or express offer by Seller or Listing Agent of any agency or subagency relationship.

2. **FEE ARRANGEMENT.**
(a) Listing Agent (or Seller, if the Property is not listed) hereby confirms that its offer of compensation to Buyer Agent regarding any sale of the Property to Buyer shall be as follows: 5% of Contract Sales Price

This offer of compensation is unconditional except that Buyer Agent's entitlement to such compensation is determined by Buyer Agent's performance as the procuring cause of any sale of the Property to Buyer. Payment of said fee to Buyer Agent shall not create any agency or subagency relationship between Buyer Agent and either Seller or Listing Agent.
(b) If Buyer Agent has received or is to receive any other fee(s) in connection with the sale of the Property, Buyer Agent hereby confirms that such fee(s) are as follows: N/A

Buyer Agent (Firm): Gallery Homes
By: Bill Thompson Date: 3/4/03
Listing Agent (Firm) (or Seller, if Property is not listed): Fran Harris Realtors
By: _____ Date: _____

ACKNOWLEDGEMENT BY BUYER AND/OR SELLER (*Optional*—see Guidelines)

Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Seller: _____ Seller: By: Glencroft Assoc Inc
Date: _____ Date: 3-4-03

Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Buyer: _____ Buyer: _____
Date: 3/4/03 Date: _____

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