

5200 MOUNTAIN POINT LN

1/9/2008

duponbj

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

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

Sheet: 1 of 3
Property ID: 023-092-30, 35
Lot #:
File #: 5790B
Code: 2

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Dean N. Stroupe
Applicant: F & R. Hutson
Address: 5136 Mountain Point Lane, Charlotte, N. C. 28216
Date Evaluated: 12/6/2004
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 2.06a
Location of Site: Mountain Point 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	0-4	GR/CL	FR/SEXP/SS/SP	>44" TO SOIL WETNESS	44	N/A	NONE	PS, IV
		4-29	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		29-44	SBK/CL	FR/SEXP/SS/SP					
2	"	0-44	FILL						US
3	"	0-3	GR/CL	FR/SEXP/SS/SP	>18" TO SOIL WETNESS	18	"	"	US, III
		3-18	SBK/SCL	"					.15GPD/FT^2
4	LS, 15	0-3	GR/CL	"	>36" TO SOIL WETNESS	36	"	"	PS, IV
		3-20	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		20-36	SBK/CL	FR/SEXP/SS/SP					
5	LS, 10	0-5	DISTURBED		>30" TO SOIL WETNESS	30	"	"	US, IV
		5-30	SBK/SC	FI/SEXP/S/P					.3GPD/FT^2
6	"	0-18	DISTURBED		>48" TO SOIL WETNESS	48	"	"	PS, IV
		18-48	SBK/SC	FI/SEXP/S/P					.3GPD/FT^2
7	LS, 15	0-4	GR/SCL	FR/SEXP/SS/SP	>37" TO SOIL WETNESS	37	"	"	"
		4-21	SBK/SC	FI/SEXP/S/P					
		21-37	SBK/SCL	FR/SEXP/SS/SP					
8	"	0-4	GR/SCL	"	>49" TO SOIL WETNESS	49	"	"	"
		4-24	SBK/SC	FI/SEXP/S/P					
		24-49	SBK/SCL	FR/SEXP/SS/SP					

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, 12/6/2004, W. R. Marlin
Others Present:

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

Sheet: 2 of 3
File #: 5790B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

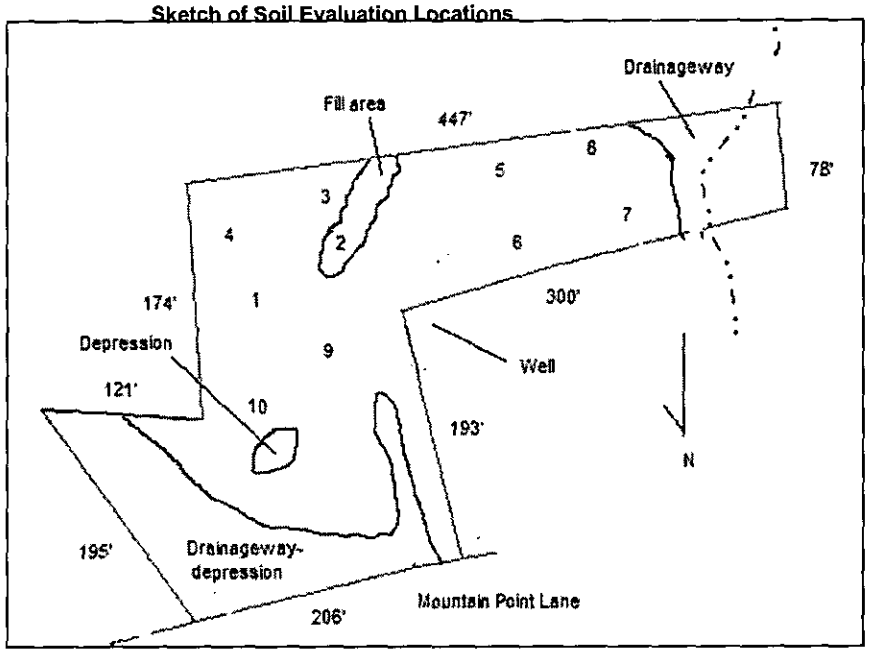
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9	LS, 8	0-3	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		3-24	SBK/SC	FI/SEXP/S/P					.3GPD/FT^2
		24-48	SBK/SCL	FR/SEXP/SS/SP					
10	"	0-4	GR/SCL	"	>49" TO SOIL WETNESS	49	"	"	"
		4-31	SBK/SC	FI/SEXP/S/P					
		31-49	SBK/SCL	FR/SEXP/SS/SP					

COMMENTS:
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



PROPOSED PLOT PLAN

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

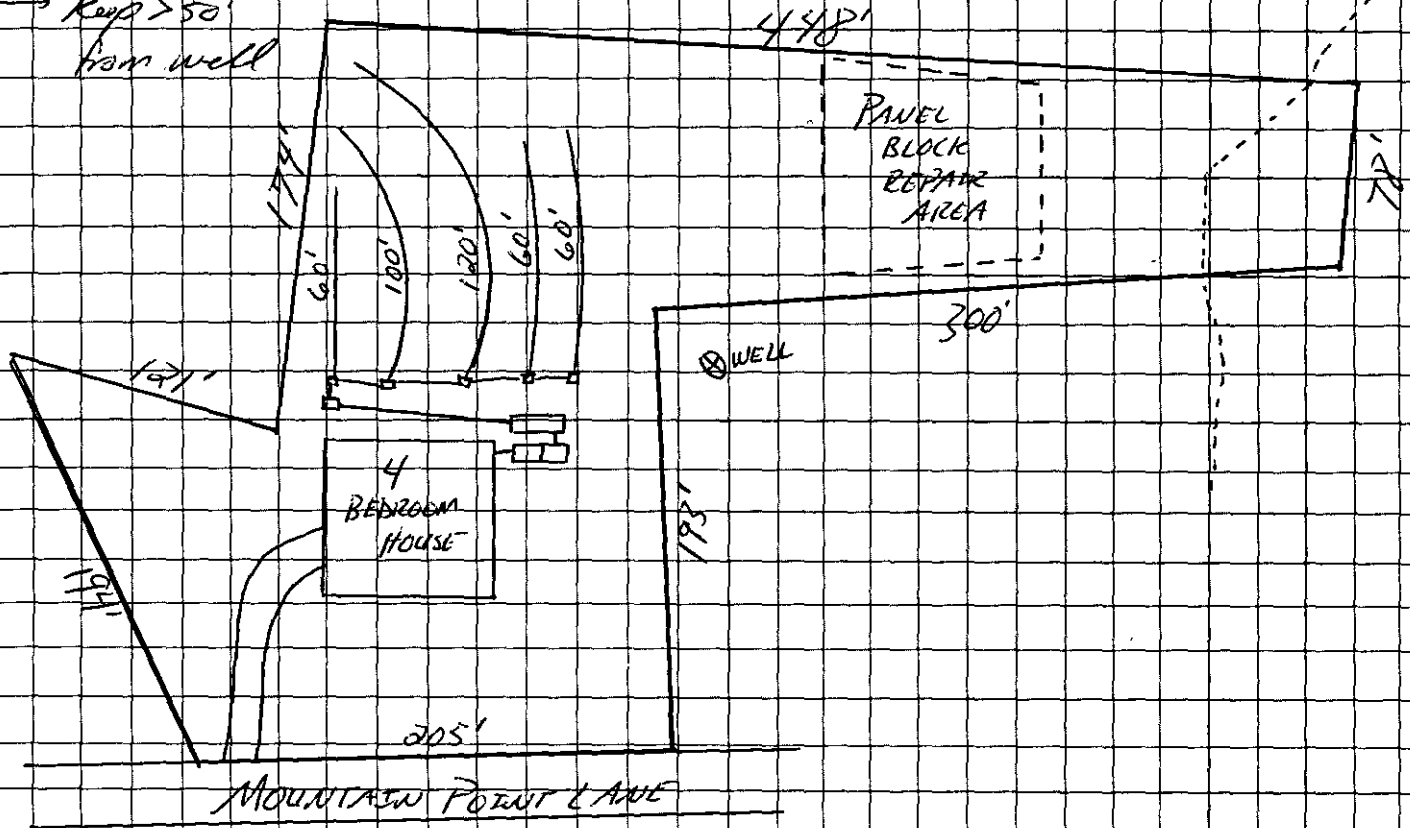
FILE: 57908

TC: 025-092-30, 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.

Comments

→ System designed for a Four Bedroom House
→ 1500 gallon septic tank
→ 1000 gallon pump tank
→ Keep pin flags in place until septic system installation
→ Install 5 lines x (60, 100, 120, 60, 60) x 3'
→ Type III Pump to innovative system (25% Reduction)
→ Panel Block Repair Area
→ Keep >50' from well



OWNER/AGENT SIGNATURE Rhonda R Whitson

DATE Dec 15, 2004

APPROVAL DATE Tammy Mackie, R.S.

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

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

AC's

PERMIT NUMBER: 5790B
PARCEL NUMBER: 02309230,35

JOB LOCATION ADDRESS: Mountain Point Lane
PROPERTY OWNER: Fletcher & Rhonda Hutson
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: Mountain Point
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 12/15/04

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 5790B, 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:
   Agreement forms on file before CA release.

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5790B** Tax Number: **02309230,35**

- 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	1200 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	400 Total trench length (ft)	24 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	1000 Gallon pump tank	NA Depth of stone (in)	

Any surface water present: **YES** Type: **Creek** Minimum separation distance (ft): **100**

Additional conditions: **Agreement forms on file before CA release.**
Keep all parts of system >50' from neighbor's well.
Keep all parts of system out of the SWIM Buffer.

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:

800 Absorption Area (ft^2) 267 Total trench length (ft)	NA 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 Mickle, R.S. 12/15/04
DENR Authorized Agent Date

Rhonda L. Hutson 12/15/04
Owner/Agent Signature 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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

8455B 023-093-04

FEE: 200 DATE: 11/11/04 Check 3241 2KA

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

I J 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 #: 57905

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 02309230 & 02309235

STREET ADDRESS: Mountain Point Ln

SUBDIVISION OR MOBILE HOME PARK NAME: WAS Access: Mountain Pt (Kennewick: no access)

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

Mecklenburg Co., Unincorp

HEATED SQUARE FOOTAGE: 3200

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE On or before Dec 15, 2004

100% Repair

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

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

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ SHARED WELL (S)
X MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

Swim Buffer Yes

BUYER

PROPERTY OWNER:

NAME: Stroupe (LAST) Dean (FIRST) Norman (MI)

ADDRESS: 5136 Mountain Point Ln

CITY: Charlotte STATE: NC ZIP: 28216

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Hutson (LAST) Fletcher W and (FIRST) Rhonda (MI) L

DAYTIME PHONE: (704 562-2599

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Sept 18, 1978

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: Rhonda K Hutson DATE: Nov 10, 2004

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

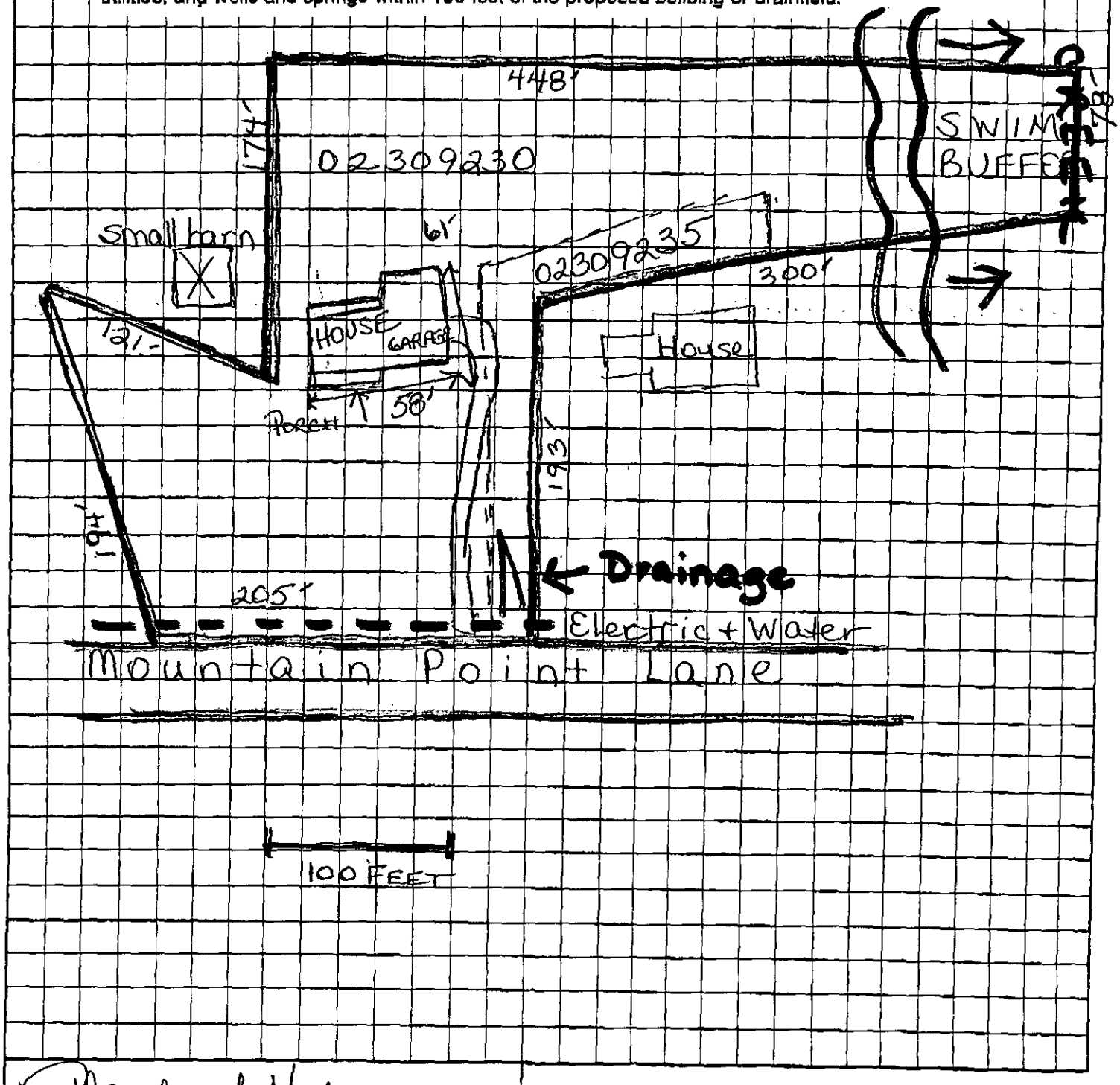
5 square/100ft

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

FILE: 5790B

TC: 023-092-30 & 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 Rhonda K Hudson

DATE Nov 10, 2004

APPROVAL DATE _____

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).

Fletcher W. Hutson, Jr. and wife, Rhonda L. Hutson, as Buyer, hereby offers to purchase and *Dean N. Stroupe or Owner of Record*, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (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 *PID #023-092-30 & PID #023-092-35 on Mountain Point Lane* Zip *28216*
Subdivision Name *N/A*
Plat Reference: Lot *N/A*, Block or Section *N/A* as shown on Plat Book or Slide *13268* at Page(s) *931* (Property acquired by Seller in Deed Book *N/A* at Page *N/A*).
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 $ *85,000* and shall be paid as follows:

(a) $ *500*, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by *Century 21 Murphy & Rudolph* ("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) $ *84,500*, 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 ☐ Conventional ☐ Other: *N/A* loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of *N/A* for a term of *N/A* year(s), at an initial interest rate not to exceed *N/A* % per annum, with mortgage loan discount points not to exceed *N/A* % 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

REALTOR®
This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12-T
© 7/2003

Buyer Initials _____ Seller Initials _____

This form produced by: Lawyers Formulator 800-336-1027

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*** 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 $ ***None***, 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 ***December 15, 2004***, at a place designated by Buyer. The deed is to be made to ***Fletcher W. Hutson, Jr. and wife, Rhonda L. Hutson***.

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 _____

This form produced by: Lightning Formulator® 800-336-1027

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.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by ___N/A___ that this condition cannot be satisfied, **time being of the essence.**

☒ This contract is contingent upon Buyer obtaining an Improvement Permit or written evalution 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 or written evaluation shall be borne by Buyer, except Seller, by no later than ___N/A___, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by ___Closing Date___ that this condition cannot be satisfied, **time being of the essence.**

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

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 waives this condition unless Buyer provides written notice to Seller by ___N/A___ that this condition cannot be satisfied, **time being of the essence.**

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 11, 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.) ***Time is of the essence; see Additional Provisions Addendum***

Storage shed does not convey and Seller must remove.

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 _____

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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: October 26, 2004 Date: 10-29-04

Buyer _____ (SEAL) Seller _____ (SEAL)
Fletcher W. Hutson, Jr.

Date: October 26, 2004 Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)
Rhonda L. Hutson

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

Date October 26, 2004 Firm: Century 21 Murphy & Rudolph

By: _____
(Signature) Robby McClure

Selling Agent/Firm/Phone Robby McClure/Century 21 Murphy & Rudolph/704.399.4848
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☒ Dual Agent

Listing Agent/Firm/Phone Glenda Garrett/Century 21 Murphy & Rudolph/704.399.4848
Acting as ☐ Seller's (sub)Agent ☒ Dual Agent

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DUAL AGENCY AGREEMENT

(To be signed by Buyer/Tenant(s) before offer is signed and to be signed by Seller/Landlord(s) before offer is reviewed.)
THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF THE OFFER.

This DUAL AGENCY AGREEMENT ("Agreement") is entered into ***October 26, 2004*** (Date),

among ***Fletcher W. Hutson, Jr. and wife, Rhonda L. Hutson***
(hereinafter referred to as "Buyer/Tenant")

and ***Dean N. Stroupe or Owner of Record***
(hereinafter referred to as " Seller/Landlord")

and ***Century 21 Murphy & Rudolph*** (Real Estate Firm)
(hereinafter referred to as "Broker")

regarding the property located at ***PID #023-092-30 & PID #023-092-35 on Mountain Point Lane, Charlotte, N.C. 28216***
(hereinafter referred to as the "Property").

The term "Broker" shall sometimes hereinafter include Broker and its individual sales associates, as the sense requires.

1. DUAL AGENCY: Seller/Landlord and Buyer/Tenant agree that Broker, acting by and through its individual sales associates, shall serve as both Seller's/Landlord's Agent and Buyer's/Tenant's Agent in the sale/lease of Seller's/Landlord's property to Buyer/Tenant. In the event Broker serves as a Dual Agent, the parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

(a) that a party may agree to a price, terms or any conditions of sale other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. BROKER'S DUAL AGENCY ROLES: Because Broker is serving as Agent for both Seller/Landlord and Buyer/Tenant in this transaction, Broker shall make every reasonable effort to represent Seller/Landlord and Buyer/Tenant in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller/Landlord and Buyer/Tenant. Seller/Landlord and Buyer/Tenant understand and acknowledge that:

(a) Prior to the time this Agreement was entered into, Broker acted as the exclusive Agent of Seller/Landlord and acted as the exclusive Agent of Buyer/Tenant.
(b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
(c) Broker is required by law to disclose to Seller/Landlord and Buyer/Tenant any known or reasonably ascertainable material facts.

Seller/Landlord and Buyer/Tenant agree that Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. SELLER'S/LANDLORD'S AND BUYER'S/TENANT'S ROLES: Because of Broker's Dual Agency relationship, Seller/Landlord and Buyer/Tenant understand and acknowledge that:

(a) They each have the responsibility of making their own decisions as to what terms are to be included in any agreement between them.
(b) They are fully aware of and understand the implication and consequences of Broker's Dual Agency role as expressed herein, to provide balanced and fair representation of Seller/Landlord and Buyer/Tenant and to encourage and effect communication between them rather than act as an advocate or exclusive Agent or representative.

North Carolina Association of REALTORS®, Inc.

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Buyer Initials _____ _____ Seller Initials _____ _____

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(c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences.

(d) They each may seek independent legal counsel to assist them with the negotiation and preparation of a sale/lease agreement or with any matter relating to the transaction which is the subject matter of an agreement.

Seller/Landlord and Buyer/Tenant agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller/Landlord and Buyer/Tenant shall each have a duty to protect their own interests and should read this Agreement and any sale/lease agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. DESIGNATED AGENT OPTION (Initial only if applicable):

_____ Buyer/Tenant hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer/Tenant, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer/Tenant if the agent(s) has actually received confidential information concerning the Seller/Landlord in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer/Tenant to the extent permitted by law.

_____ Seller/Landlord hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller/Landlord, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller/Landlord if the agent(s) has actually received confidential information concerning the Buyer/Tenant in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller/Landlord to the extent permitted by law.

5. COMPENSATION: As compensation for the services rendered under this Agreement, Broker shall be paid a real estate commission by ***Seller*** in the amount of ***5% of Gross Sales Price*** as follows:

Paid at Closing, 2% to Listing Agent and 3% to Selling Agent

6. PREVIOUS AGENCY AGREEMENTS: The parties agree that this Agreement shall modify any agency agreements previously entered into between Seller/Landlord and Broker or between Buyer/Tenant and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in full force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

7. DURATION OF DUAL AGENCY: The term of this Agreement shall commence when this document is executed by Seller/Landlord, Buyer/Tenant, and Broker, and, unless extended by written agreement of all the parties, shall automatically terminate upon (a) the closing of the sale of the Property or (b) midnight, ***January 31, 2005***, whichever occurs first. In the event that Seller/Landlord and Buyer/Tenant do not enter into an agreement for the purchase and sale of the Property, or in the event that the purchase and sale transaction described in any agreement between Seller/Landlord and Buyer/Tenant is terminated, Broker may terminate its Dual Agency role and this Agreement by mailing written notice thereof to Seller/Landlord and Buyer/Tenant. In addition, Buyer/Tenant may terminate this Agreement at any time prior to the complete execution of an agreement for the purchase and sale of the property by giving Seller/Landlord and Broker written notice that Buyer/Tenant is no longer interested in purchasing the property. Seller/Landlord may terminate this Agreement at any time prior to the complete execution of an agreement for the purchase and sale of the property by giving Buyer/Tenant and Broker written notice that Seller/Landlord is no longer interested in negotiating with Buyer/Tenant for the purchase and sale of the Property.

8. The broker shall conduct all his brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any buyer, prospective buyer, seller or prospective seller, tenant, prospective tenant, landlord or prospective landlord.

Buyer Initials _____ Seller Initials _____

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THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY AGREEMENT THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer/Tenant, Seller/Landlord and Broker each hereby acknowledge receipt of a signed copy of this Dual Agency Agreement.

10/26/04

Buyer/Tenant **Fletcher W. Hutson, Jr.** Date

10/26/04

Buyer/Tenant **Rhonda L. Hutson** Date

Century 21 Murphy & Rudolph

Broker Firm

By: 10/26/04

Buyer/Tenant Agent Date

Robby McClure

10-29-04

Seller/Landlord **Dean N. Stroupe** Date

Seller/Landlord Date

Century 21 Murphy & Rudolph

Broker Firm

By: _____

Seller/Landlord Agent Date

Glenda Garrett

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ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

1. __X__ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to ***Robby McClure***, on or before ***6*** ☐ AM ☒ PM, on ***November 1, 2004***, or until withdrawn by the Buyer, whichever occurs first.

2. __X__ **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. __X__ **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation 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 or written evaluation shall be borne by Buyer, except Seller, by no later than ***N/A***, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by ***closing date*** that this condition cannot be satisfied, **time being of the essence.**

4. __N/A__ **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. __N/A__ **APPRAISAL WITH FINANCING CONTINGENCY:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

6. __X__ **APPRAISAL WITHOUT FINANCING CONTINGENCY:** This Contract is not subject to a financing contingency requiring an appraisal. Buyer shall arrange to have the appraisal completed no later than midnight of _____. The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

7. __N/A__ **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____

_____

on or before _____. If this contingency is not removed on or before midnight of _____, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

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

REALTOR®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A11-T
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Buyer Initials RCB MLH Seller Initials _____

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8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

9. N/A **COST OF REPAIR CONTINGENCY:** If a reasonable estimate of the total cost of repairs required by Paragraph 12(b) and Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $ _____, then Buyer shall have the option to terminate this Contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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BUYER: _____ (SEAL) DATE October 26, 2004
Fletcher W. Hutson, Jr.

BUYER: _____ (SEAL) DATE October 26, 2004
Rhonda L. Hutson

SELLER: _____ (SEAL) DATE 10-29-04

SELLER: _____ (SEAL) DATE _____

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MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 11/11/04
Receipt #: 28954
Check / Auth #: CHECK 3247
Received By: AIDOOJK

Amount: 200.00
Tendered: 200.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: HUTSON RHONDA L.
Attn:
Address: 195 KINGSWAY CIRCLE
Address:
City/State/Zip: CHARLOTTE, NC 28214

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen MOUNTAIN POINT LANE		1	200.00	200.00

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

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