

4015 WILD NURSERY CT

10515346

12/31/2007

duponbj

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

Owes $200
for Auth. to
Const. + CO

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2560B DATE: 1/15/99

TC: 105 153 34 ☐ L ☐ CRT

SERIAL Nº 17695

Name of Owner Andrew Schasny Juris.: _____

Address of Property 4015 Wild Nursery Court, Lot 10

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 5 @ 80'

Cover Depth 12"

Water Supply Source Com well

Distance to Water Source > 100'

Excavation Inspected 1/15/99

Tank(s) Inspected 1/14/99

Wash Line Inspected plumb to tank

High Water Alarm Inspected NA

PLOT

Design 1999, 1500ST, 400' chamber system, IN0, Cecil CTR# Bob McClelland

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 I5A 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 I5A 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: Septic system designed for a 4 bedroom residence Type IIIg.

Philip L. Walker R.S.
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

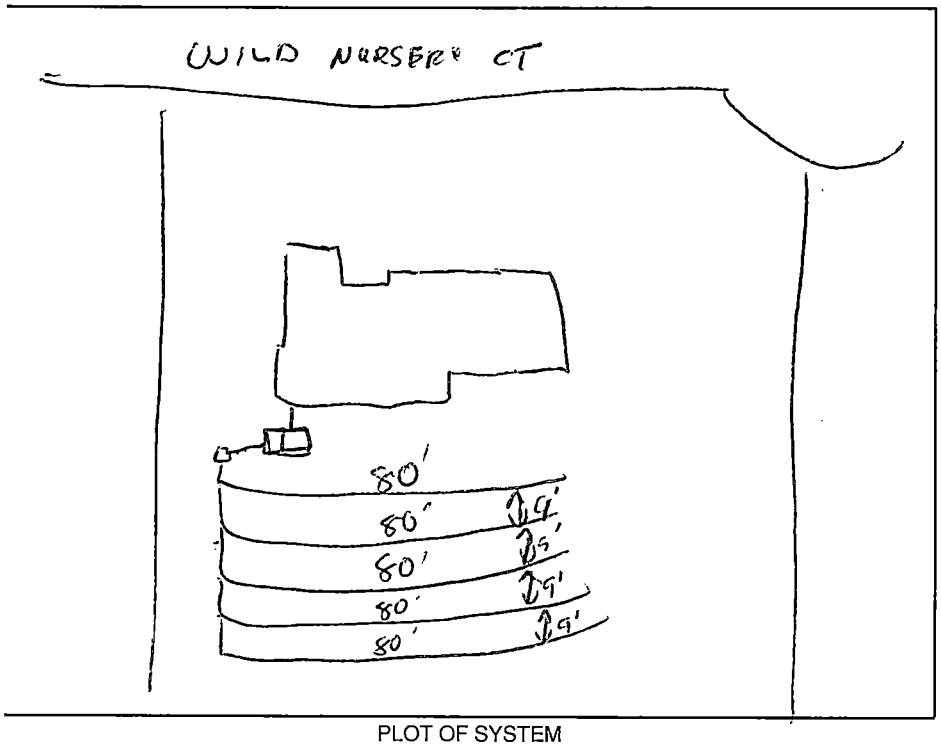
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2560 B DATE: 1-12-99

TC: 105 153-34 ☐ L

SERIAL Nº 17989

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 6-11-98. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 30"

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 TYPE III-G inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well 100' feet

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

NAME OF OWNER ANDREW SCHASNY

LOCATION OF PROPERTY WILD NURSERY CT LOT 10, PRESTON FOREST

Comments: ① OWNER REQUESTED TYPE III-G SYSTEM, INFILTRATOR,
② LETER MUST BE RECEIVED FROM OWNER REQUESTING
TYPE III-G INFILTRATOR.

Environmental Health Specialist

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

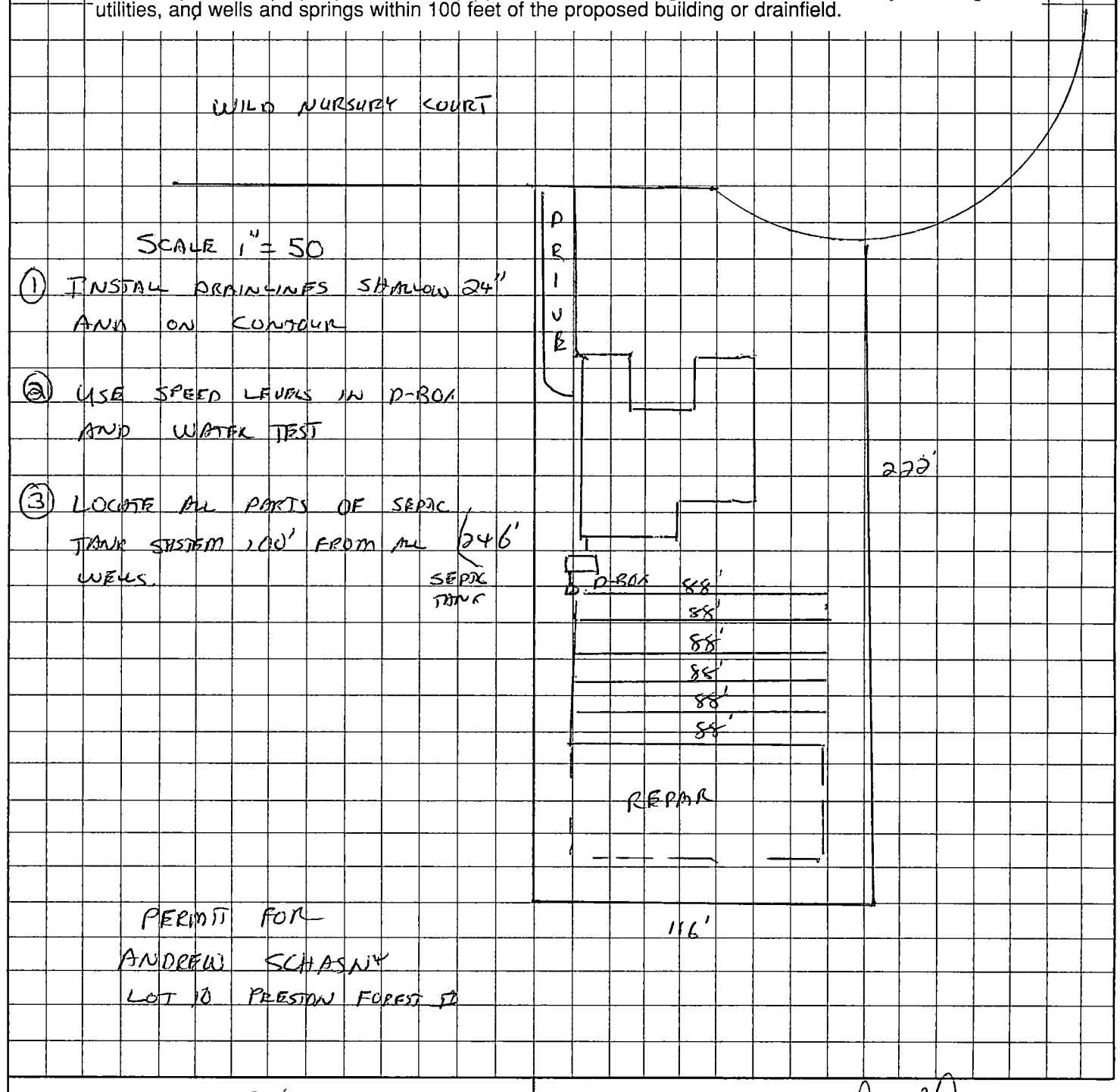
PROPOSED PLOT PLAN

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

FILE: 2560 B

TC: 105-153-34

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.



Andrew K Schasny
OWNER/AGENT SIGNATURE

DATE 7-9-98

APPROVAL DATE 7-9-98

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

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 7-9-98 PERMIT NO: 2560B
PARCEL NO: 105-153-34

JOB LOCATION ADDRESS: WILD NURSERY COURT,
PROPERTY OWNER: ANDREW R. SCHASNY
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: PRESTON FARMS II, LOT 10
AUTHORIZATION ISSUED BY: Jonathan A. Welch DATE: 7-9-98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2560B, 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 OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2560 B

Tax Number: 10515354

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

13 Long-term acceptance rate	480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NA Serviced by private well	1500 Gallon septic tank	533' Total trench length (ft)	24" Maximum trench depth (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	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: SEE PLOT PLAN

Repair Area System Type Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1600 Absorption Area (Sq ft) 533 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" 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 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.

DEHNR Authorized Agent — Date 7-9-98

Owner/Agent Signature — Date 7-9-98

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

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

#2

Sheet ___
PROPERTY ID #: PO105-153-34
Lot # : 10
File # : 25603

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM (403)

OWNER: Andrew DeMasny APPLICANT: Same
ADDRESS: 3933 Armitage Dr. Charlotte, N.C. DATE EVALUATED: 07-29-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): ___ PROPERTY SIZE: .6
LOCATION OF SITE: Wild Nursery Ct. PROPERTY RECORDED: ___
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 2-8% .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	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-6"	gr/sl	Fr/SExP/SS/SP	>48" To soil wetness	48"	N/A	None	PS .39/Fz IV
		6-48"	sBK/c	Fi/SExP/SP					
2	LS	0-7"	gr/sl	Fr/SExP/SS/SP	>44" To soil wetness	44"	N/A	None	PS .39/Fz IV
		7-44"	sBK/c	Fi/SExP/SP					
			Floater Rock @ 44"						
3	LS	0-5"	gr/sl	Fr/SExP/SS/SP	>45" To soil wetness	45"	N/A	None	PS .39/Fz IV
		5-45"	sBK/c	Fi/SExP/SP					
4	LS	0-3"	gr/sl	Fr/SExP/SS/SP	>48" To soil wetness	48"	N/A	None	PS .39/Fz IV
		3-48"	sBK/c	Fi/SExP/SP					
5	LS	0-4"	gr/sl	Fr/SExP/SS/SP	>48" To soil wetness	46"	N/A	None	PS .39/Fz IV
		4-46"	sBK/c	Fi/SExP/SP					
6	LS	0-3"	gr/sl	Fr/SExP/SS/SP	>48" To soil wetness	46"	N/A	None	PS .39/Fz IV
		3-46"	sBK/c	Fi/SExP/SP					

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

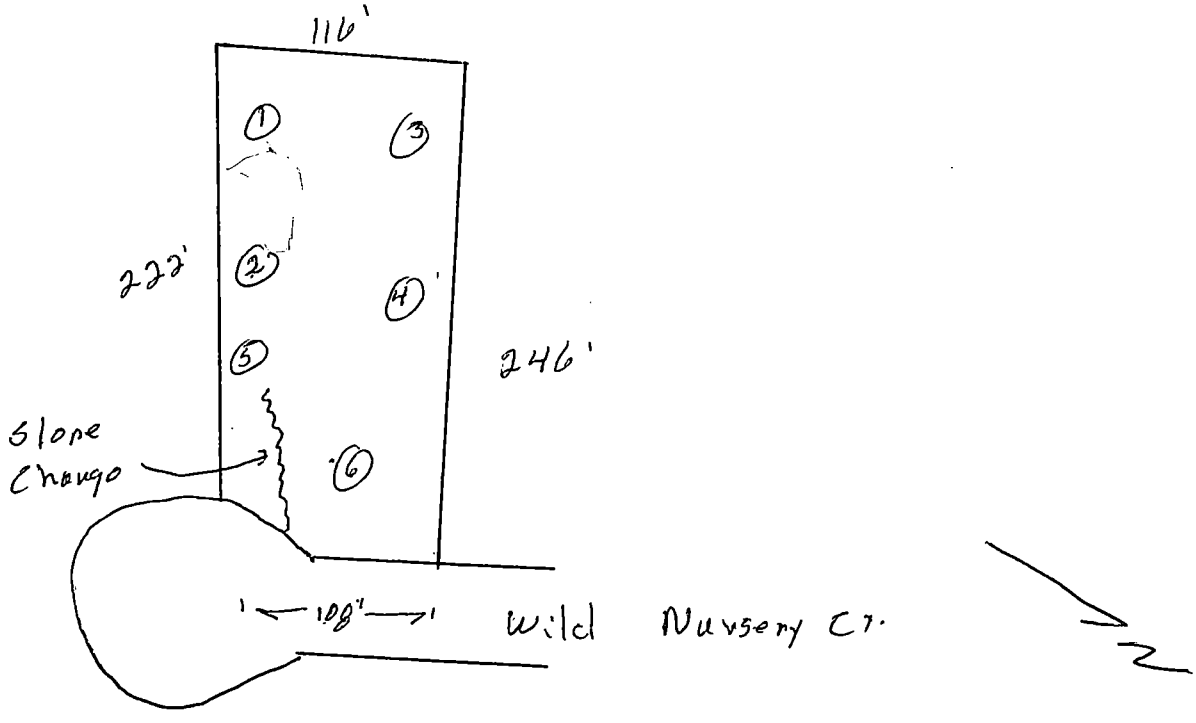
OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. R. Marlin 7-30-96
OTHER(S) PRESENT: LSS

FILE # 2560B

COMMENTS 1070 Report

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE 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-SLIGHTLYSTICKY
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-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

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: 100.00 CASH VLD

DATE: 6-11-98

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

[ ] 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 #: 2560B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: PO. 105-153-34

STREET ADDRESS: WILD NURSERY COURT

SUBDIVISION OR MOBILE HOME PARK NAME: PRESTON FOREST II

LOT NUMBER: 10

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2536

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

CLOSING DATE 6/25/98

FOUNDATION FOR RESIDENCE:

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

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)
- [ ] SHARED WELL (S)
- [✓] 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	[ ] YES [✓] NO	WELL, SPRINGS OR WATERLINES	[ ] YES [✓] NO
EXISTING WASTEWATER SYSTEMS	[ ] YES [✓] NO	DESIGNATED WETLANDS	[ ] YES [✓] NO
EASTMENTS OR RIGHT-OF-WAYS	[ ] YES [✓] NO		

PROPERTY OWNER: (UNDER CONTRACT)

NAME: SCHASNY ANDREW K.
(LAST) (FIRST) (MI)

ADDRESS: 3933 ARMITAGE DR.

CITY: CHARLOTTE STATE: NC ZIP: 28269

DAYTIME PHONE: (800) 645-9370 EXT. 152

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

NAME: Starnes Enterprises
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Andrew K. Schasny DATE: 6-11-98

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

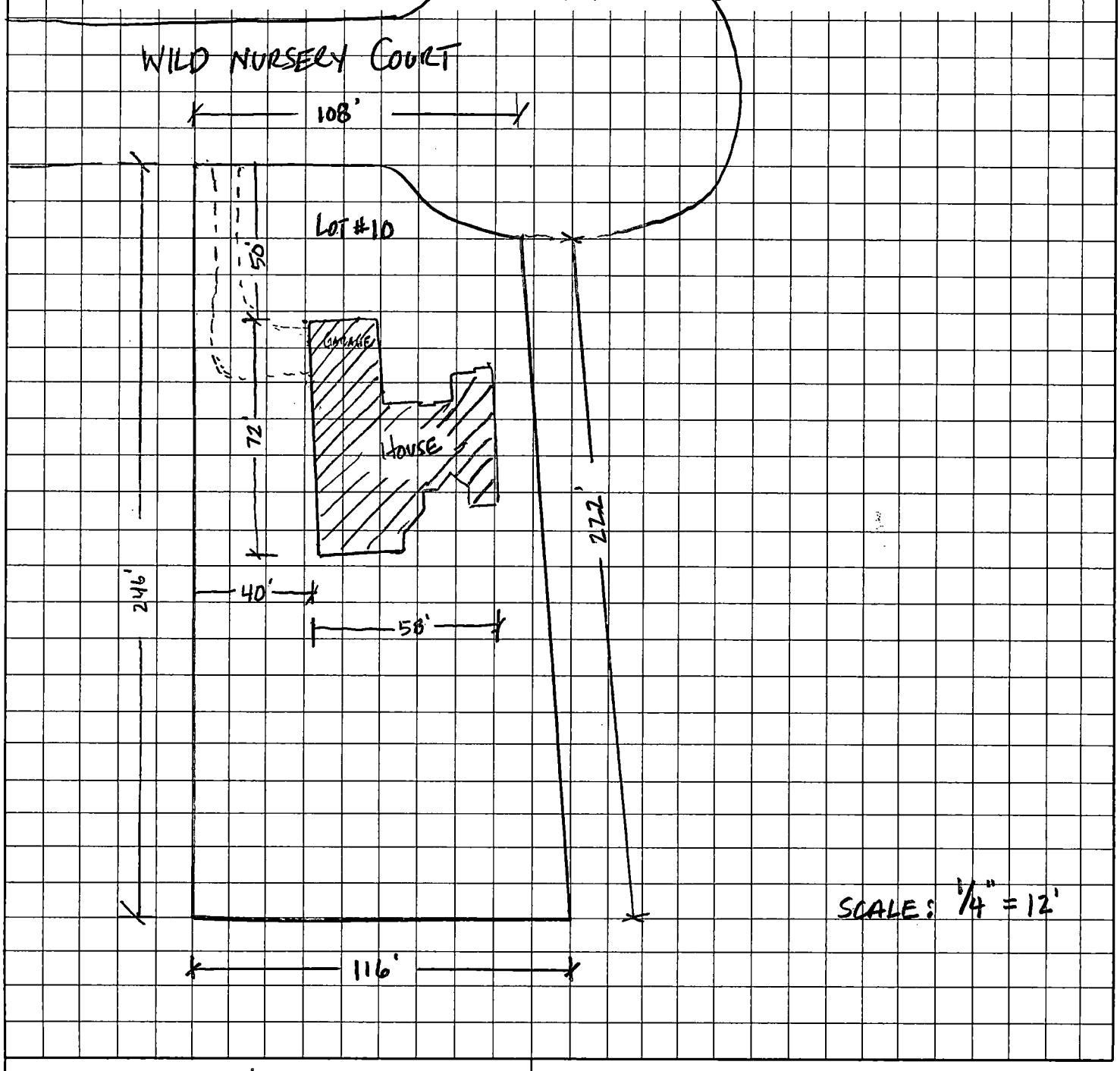
PROPOSED PLOT PLAN

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

FILE: 25608

TC: PO. 105-153-34

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.



Andrew K. Schenning
OWNER/AGENT SIGNATURE

DATE 6-11-98

APPROVAL DATE _____

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

B

FLOUHOUSE, REALTORS®

ICOTE WILLIAMS BLVD., SUITE L
CHARLOTTE, NC 28213
BUS. (704) 547-8490
FAX (704) 549-4124

ADDENDUM TO OFFER TO PURCHASE AND CONTRACT

In reference to the Offer to Purchase and contract dated May 20, 1998
between Andrew K. Shasky & Tami K. Schasky, Buyer,
and Starnes Enterprises, Seller,
covering the real property commonly known as Lot 10 Preston Forest II
Wild Nursey Court

Buyer and Seller hereby agree to the following:

1. Buyer has right to refuse property if it is determined to be in a Flood zone.
2. Financing subject to Final approval of construction to perm loan on said lot (lot 10).

This agreement, upon its execution by both parties, is hereby made an integral part of the Offer to Purchase and contract.

5-20-98
DATE

Andrew K. Shasky
BUYER

Tami K. Schasky
BUYER

5/26/98
DATE

William D. Starnes
SELLER

SELLER

DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby modifies the attached:
(Instructions: Initial applicable agreement)

____ NCAR Form #101 (listing agreement) dated _____
AS TS NCAR Form #201 (buyer agency agreement) dated 5-20-98

employing _____
(hereinafter referred to as "Broker"). The term "Broker" shall sometimes hereinafter include Broker and its individual sales associates, as the sense requires.

The potential for Dual Agency arises if a Buyer who has an agency relationship with the Broker becomes interested in viewing a property listed with the Broker. A Broker may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Broker acts.

1. **DUAL AGENCY:** It is agreed that Broker, acting by and through its individual sales associates, may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise. 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 AGENT ROLE:** If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiations between Seller and Buyer. Seller and/or Buyer understand and acknowledge that:

(a) Prior to the time Dual Agency occurs, Broker will act as the exclusive Agent of Seller and/or Buyer;
(b) In those separate roles Broker may obtain 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 Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree 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 AND BUYER'S ROLES:** Should Broker become a Dual Agent, Seller and/or Buyer understand and acknowledge that:

(a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
(b) They are fully aware of and understand the implications and consequences of Broker's dual agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
(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 may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and/or Buyer 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 and Buyer shall have a duty to protect their own interests and should read this agreement and any purchase and sale 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):**

N/A Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, 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 if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

N/A Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, 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 if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

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

Buyer or Seller and Broker each hereby acknowledge receipt of a signed copy of this Dual Agency Addendum:

Andrew K Schaaf 5-20-98
Buyer Date

Ami F. Schaaf 5-20-98
Buyer Date

Coldwell Banker Fleetwood Realty 5-20-98
Broker (Firm) Date

By: Sales Associate 5-20-98
Date

Seller Date

William D Stevens 5/26/98
Seller Date

Coldwell Banker Fleetwood Realty 5-20-98
Broker (Firm) Date

By: Sales Associate Date

A

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. 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 John Strong, on or before [redacted] 8 AM PM, on May 21, 1998, or until withdrawn by the Buyer, whichever occurs first.

2. N/A **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 Offer to Purchase and 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 **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 4 Four bedroom home, or _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

4 N/A **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

5. 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 will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event 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 June 30, 1998. In any event, the cost of the appraisal shall be borne by the 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 _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. 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.

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 the 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.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $ n/a, 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, THIS ADDENDUM SHALL CONTROL.

Buyer: Anthony K. Chaney _____ (SEAL) Date 5-20-98

Buyer: Lori K. Chaney _____ (SEAL) Date 5-20-98

Seller: William D Stamos _____ (SEAL) Date _____

Seller: _____ (SEAL) Date _____

This Standard Form has been approved jointly by the NORTH CAROLINA BAR ASSOCIATION, INC. and NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. Standard Form No. 2-A-11 Copyright © 1998

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Vacant Land

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before 6-10-98. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

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

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

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before July 17, 1998, at a place designated by Buyer

The deed is to be made to Andrew K. Schanzy & Terry R. Schanzy

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

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

see addendum A&B

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

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

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

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

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® as broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

Buyer Andrew K. Schanzy (SEAL)		Seller _____ (SEAL)	
SS/Tax ID# 582-18-7818		SS/Tax ID# _____	
Buyer Diane K. Schanzy (SEAL)		Seller William P. Starnes (SEAL)	
SS/Tax ID# 581-17-2910		SS/Tax ID# _____	
Date: 5-20-98		Date: _____	

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

Date 5-20-98 Firm: Caldwell Banker Flouhouse Realtors

By: Joe Stamp

Selling Agent/Firm/Phone: John Stamp/CBFR/547-8490 Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent

Listing Agent/Firm/Phone: John Stamp/CBFR/547-8490 Acting as ☐ Dual Agent ☐ Seller's (sub)agent

OFFER TO PURCHASE AND CONTRACT

ANDREW K. SCHAGNY and TAMI K. SCHAGNY, as Buyer, hereby offers to purchase and Stevens Enterprises, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address Lot 10 Wild Nursery Ct. Zip 28205
Legal Description: Lot 70 Preston Forest Ph. 1-E Map 20 page 59 Meck. Co.
(☐ All ☐ A portion of the property is Deed Reference: Book 6341, Page No. 544 County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennae, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
none

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: none

4. **PURCHASE PRICE:** The purchase price is $ [redacted]38,000 and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other to be deposited and held in escrow by Coldwell Banker Mountain Realtors as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than
(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.
$ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
$ [redacted]37,500 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a loan commitment on or before 7-1-98, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: See addendum B in the principal amount of for a term of year(s), at an interest rate not to exceed % per annum, with mortgage loan discount points not to exceed % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows:
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
none
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
none

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

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

25608

PRO Realty and Development, Inc.

6915 Linkside Court, Charlotte, N.C. 28277
Office (704) 814-0320 Fax (704) 814-0328

CONTRACT FOR THE SALE OF REAL ESTATE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This Contract For The Sale of Real Estate, made and entered into this 30th day of April, 1998 by and between PRO Realty and Development, Inc., a North Carolina corporation (hereinafter called "Seller"), and Corky Johnson Homes, Inc. (hereinafter called "Buyer").

Statement of Purpose

Whereas, Seller desires to sell and Buyer desires to purchase from Seller, upon terms and conditions hereinafter set forth, that certain parcel of real estate located in Mecklenburg County, North Carolina, and more particularly described as LOT #10 (hereinafter referred to as the "Lot") as shown on the map of Lemmond Acres attached hereto as Exhibit "A" and made a part hereof, together with all appurtenances thereunto belonging or appertaining, and all right, title, and interest which Seller may now have or may hereafter acquire in all roads, streets, rights-of-way, roads, streets and ways bounding said Lot.

Whereas, Seller is improving and agrees to complete development of the Lot into a condition suitable for the construction thereon by Buyer of a single-family home in conformity with the terms of this contract.

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter set forth, and the Earnest Money of $500.00 delivered herewith, to be held in an Escrow account by PRO Realty & Development, the parties agree as follows:

Development Requirements and Standards. Seller represents and warrants that it will develop the Lot to the standards of the Mecklenburg County Engineering Department and the Department of Transportation. These standards include, but are not limited to, the following:

a) Lot Minimum. All Lots have a minimum of 30,000 square feet and will be located, sized, and configured substantially as shown on Exhibit "A".

b) Water and Septic. All Lots are served by underground water service from a community well system with said water supplied to a location on each Lot as determined

by Carolina Water Service. Individual septic systems on each Lot are to constructed and paid for by the Buyer. Buyer acknowledges that a sanitary septic system is required for construction of a single-family dwelling on the Lot. Buyer also acknowledges that this contract is expressly conditioned upon the Mecklenburg County Environmental Health Department's evaluation of the soil for percolation and determination that the soil is suitable for a sanitary septic system for a single family residence. Buyer is responsible for administration and payment of this evaluation. Seller agrees to reimburse Buyer the first one hundred dollars ($100.00) for the Mecklenburg County's evaluation process at deed transfer. Upon the Mecklenburg County Environmental Health Department's evaluation of the soil for percolation, if a non-conventional septic system is required for said lot, Seller agrees to reduce price of said lot one-thousand dollars ($1,000).

c) Utilities. All Lots are served by underground electrical service with said service installed at a location on each Lot as determined by DukeEnergy. All Lots are served by underground natural gas service with said service installed at a location on each Lot as determined by Piedmont Natural Gas. All Lots are served by underground phone service with said service installed at a location on each Lot as determined by Bell South.

d) Damage. All streets, roads, curbing, sidewalks and improvements shall be installed by Seller within the rights of way of streets and roads and will be maintained by Seller until the responsibility for the maintenance thereof is assumed by the appropriate governmental unit of agency; provided, however, that Buyer shall be responsible for repairing any damage caused by it or its agents or subcontractors to such streets, roads, curbing, sidewalks and other improvements.

e) Recordation. Seller agrees that as of the date of closing, the Lots will be shown on a recorded map, as well as all other streets and roads connecting the Lots to a public way, free of the liens of all deeds of trust and other encumbrances;

f) Flood Area. Seller agrees that the Lots shall not be subject to building flood line restrictions which will render a Lot unbuildable except at expense greater than would have been incurred by Buyer had the lot not been located within a flood area.

g) Usability. Seller agrees that the Lots in all other respects shall be physically and legally usable as Lots upon which a single-family residence can be constructed and used for residential purposes.

h) Soil Condition. Seller warrants that to the best of its knowledge the soil will be satisfactory for the Buyer to construct a single-family residence on the Lot and that no footing shall have to exceed five (5) feet in depth. In the event any footing shall have to exceed five (5) feet in depth, Buyer shall notify Seller prior to commencing work and Seller shall, at its option, either: 1) pay the cost attributable to such footings having to exceed five (5) feet in depth, or 2) repurchase the Lot at the price Buyer paid for same.

i) Hazardous Materials. Seller warrants that to the best of Seller's knowledge, the Lots are free of all chemical substances, asbestos, oil, ureaformaldehyde, PCB's, and all other toxic, radioactive or hazardous wastes, materials, substances, or contaminants (collectively "Hazardous Materials") and that to the best of Seller's knowledge no

Hazardous Materials have ever been stored, disposed, or located upon the Lots. In the event any Hazardous Materials are found on any of the Lots prior to their scheduled closing, Buyer shall have no obligation to close said Lot.

2. Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Lot shall be $25,250.00 to be paid in cash at closing as hereinafter defined.

3. Closing Date. Closing shall take place on or before the 15th day of June, 1998 at a place designated by Seller.

4. Condition of Title. The Lot shall be conveyed by General Warranty Deed, free and clear of all liens and encumbrances, except general utility easements of records, right or way of public roads, ad valorem real property taxes for the year of closing, which shall be prorated on a calendar year basis to the date of closing, and restrictive covenants as provided hereinafter. The Lot and the marketability thereof shall be insurable at regular rates by a title insurance company licensed to do business in the state of North Carolina.

5. Restrictive Covenants and Architectural Review Boards. Buyer acknowledges that the parcel developed into Lemmond Acres subdivision shown on Exhibit "A" attached hereto, which includes the Lot, is governed by that certain Declaration of Covenants, Conditions and Restrictions Lemmond Acres which is to be recorded in the Mecklenburg County Registry (hereinafter referred to as the "Covenants"). The Covenants contain provisions for an Architectural Review Committee for homes to be built within the Lemmond Acres development and Buyer further acknowledges that Seller shall also be imposing certain additional reasonable restrictions on the Lots of Lemmond Acres subdivision including a Homeowners Association and an Architectural Review Committee The Covenants shall (notwithstanding anything herein or elsewhere contained to the contrary and unless Seller hereafter expressly waives this provision in writing) fully comply with FNMA, FHA, and VA guidelines and shall provide, among other provisions, that the property shall be used for single-family residential purposes only, with the house constructed thereon to contain not less than 1,800 square feet of heated living area. Buyer agrees that it is necessary and desirable to have reasonable conditions and restrictions imposed on the Lots of Lemmond Acres and agree to accept title to the Lot subject to the Covenants and other reasonable restrictions imposed by Seller. Seller agrees that it shall make available to Buyer copies of all recorded restrictive covenants affecting the Lot prior to closing.)

6. Closing Costs and Prorations. Seller shall have the Deed prepared and pay for revenue stamps. All other closing costs shall be borne by the Buyer . Ad Valorem property taxes are to be prorated, on a calendar year basis, as of the date of closing.

7. Rights in Event of Default. Should Buyer default under the terms of this Contract prior to closing, the Earnest Money shall be delivered to Seller and Seller shall have all other rights available to it in law or equity. Should the Seller default under any of the provisions of this Contract, Buyer may demand return of the Earnest Money paid herewith and Buyer shall have all other rights available to it in law or in equity.

8. Notices. Any notice or demand, which under the terms of this Contract may be given or made by the parties hereto, shall be in writing and be given or made by mailing the same addressed to the other party at the address below. Either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made, or mailed.

Any notice given hereunder by mail shall be deemed delivered when deposited in the United States Mail, enclosed in a prepaid envelope, addressed as hereinafter provided. The address of the parties hereto are as follows:

To Seller: PRO Realty & Development, Inc.
6918 Linkside Court
Charlotte, NC 28277

To Buyer: Corky Johnson Homes, Inc.
101 Windsor Greene Drive
Monroe, NC 28110

9. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Date of Contract. The "Date of this Contract" shall be deemed to be the latter of the dates of execution of this Contract by the Seller or Buyer, such date being inserted beside the signatures of Seller and Buyer. Such date shall be inserted in the preamble of the first page of this Contract.

11. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof shall be construed as if such invalid, illegal or unenforceable term or condition had never been contained herein.

12. Construction. This contract shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.

13. Survival of Contract Provisions. The provisions of this contract shall survive the delivery of the deed, and the parties hereto shall comply with the provisions hereof notwithstanding such delivery.

14. Assignment. This Contract shall not be assignable by Buyer without the consent of Seller, which consent shall not be unreasonably withheld.

15. Persons Bound. The covenants herein contained shall bind and the benefits and advantages shall insure to the respective successor and assigns of the parties hereto. Whenever used, the singular, and the use of any gender shall include all genders.

16. Entire Agreement, Alteration or Modification. The parties hereto acknowledge and agree that this Contract represents their entire agreement with respect to its contents and

that all prior drafts and correspondence between and among the parties or their officers, employees, agents, other representatives are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This document may not be altered or modified in any manner or form whatsoever except in a duly executed written modification to this Contract which shall be attached to and made a part of this document. The said modification shall not be effective to modify or alter this document unless acknowledged and accepted in writing by all parties hereto.

IN WITNESS WHEREOF, Seller and Buyer have signed and sealed this contract in duplicate originals, the day and year first above written, each party retaining a copy hereof.

SELLER:

Date: April 30, 1998

PRO Realty & Development, Inc.

By: _____

Title: Vice President

BUYER:

Date: 5-11-98

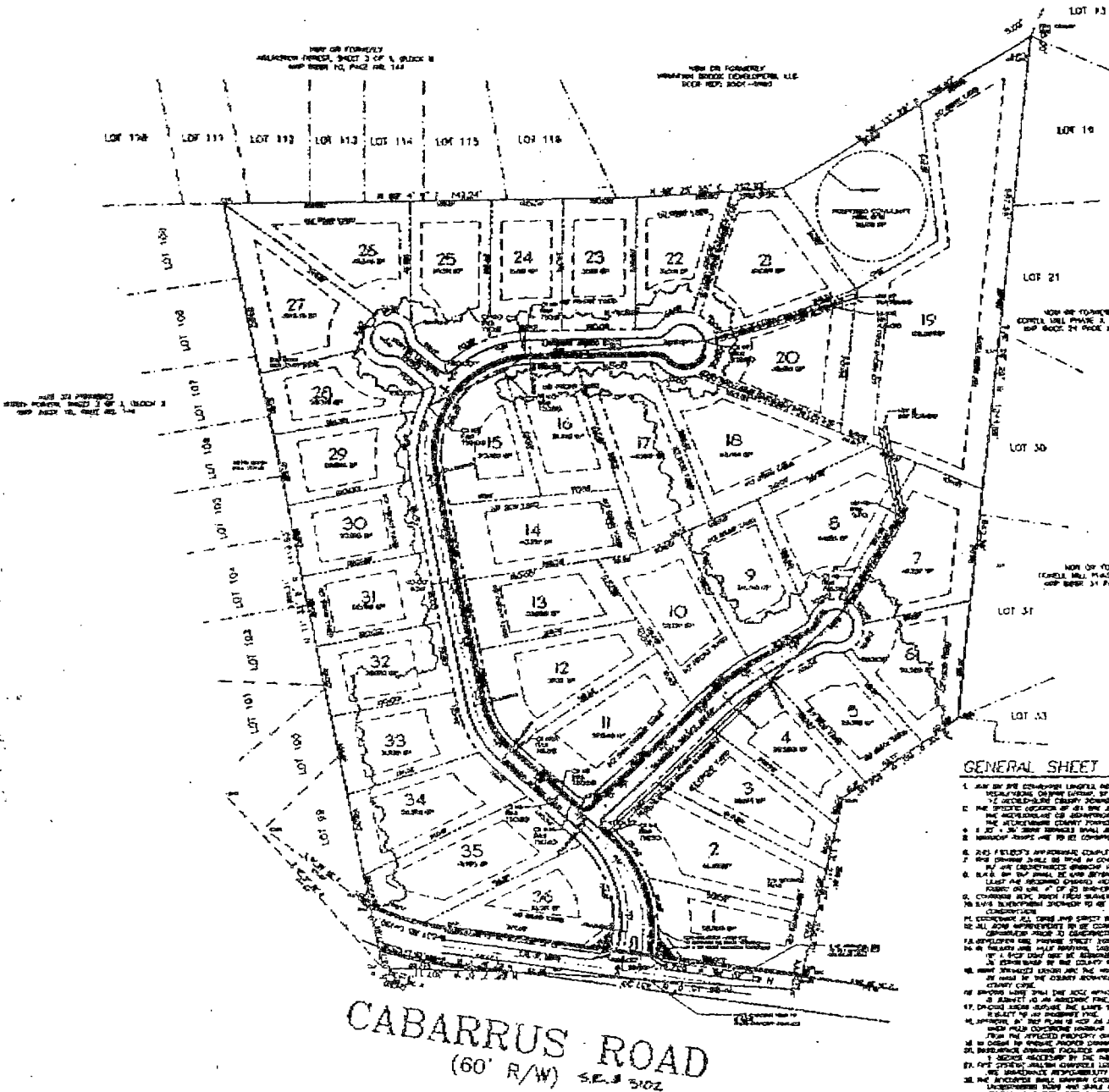
X: _____

X: Rees Colky Johnson Homes Inc.

Jun 12 '98 08:29 P.25
FAX # 704-882-3380
LorkyJohnsonHomes

LEMMOND AC

PRO REALTY AND DEVELOPMENT CO.
MECKLENBURG COUNTY
CHARLOTTE, NORTH CAROLINA



SHEET INDEX

S-1.0	SUBDIVISION LAYOUT
S-2.0	SUBDIVISION GRADING, DRAINAGE AND EROSION CONTROL PLAN
S-3.0	ROAD PROFILES FOR LEMMOND ACRES DRIVE
S-3.1	ROAD PROFILES FOR MARSHALL VALLEY AND DEXTER LEMMOND COURTS
S-3.2	CABARRUS ROAD IMPROVEMENT AND PROFILE PLANS
S-4.0	EROSION CONTROL DETAILS
S-4.1	EROSION CONTROL DETAILS

SITE DEVELOPMENT DATA

TAX PARCEL NUMBER	135-152-01
ZONING	R
MIN. WIDTH AT SETBACK	130'
MIN. FRONT YARD	60'
MIN. SIDE YARD	20'
MIN. SIDE STREET YARD	30'
MIN. REAR YARD	40'
MIN. LOT SIZE	30,000 SF
TOTAL SITE AREA	38.72 AC
NUMBER OF LOTS	36
GROSS DENSITY	1.07 LOTS/ACRE

GENERAL SHEET NOTES

1. ALL ON SITE STORMWATER RUNOFF SHALL BE DIRECTED TO DRAINAGE EASEMENTS OR PUBLIC RIGHT-OF-WAY.
2. ALL CONSTRUCTION SHALL COMPLY WITH THE CHARLOTTE-MECKLENBURG SUBDIVISION ORDINANCE.
3. ALL STREETS SHALL BE PUBLIC AND SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.
4. ALL STREET NAMES SHALL BE APPROVED BY THE MECKLENBURG COUNTY ENGINEERING DEPARTMENT.
5. ALL LOTS SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF THE R-15 ZONING DISTRICT.
6. ALL SIDEWALKS SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.
7. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
8. ALL STREET LIGHTS SHALL BE INSTALLED BY DUKE POWER COMPANY.
9. ALL STREET TREES SHALL BE INSTALLED BY THE DEVELOPER.
10. ALL STREET SIGNS SHALL BE INSTALLED BY THE DEVELOPER.
11. ALL STREETS SHALL BE PAVED TO CHARLOTTE-MECKLENBURG STANDARDS.
12. ALL STREETS SHALL BE CURB AND GUTTER.
13. ALL STREETS SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.
14. ALL STREETS SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.
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35. ALL STREETS SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.
36. ALL STREETS SHALL BE CONSTRUCTED TO CHARLOTTE-MECKLENBURG STANDARDS.

VICINITY MAP N.T.S.

0 100 200 300

SCALE: 1"=100'

SUBDIVISION LAYOUT

Land Design

S-1.0

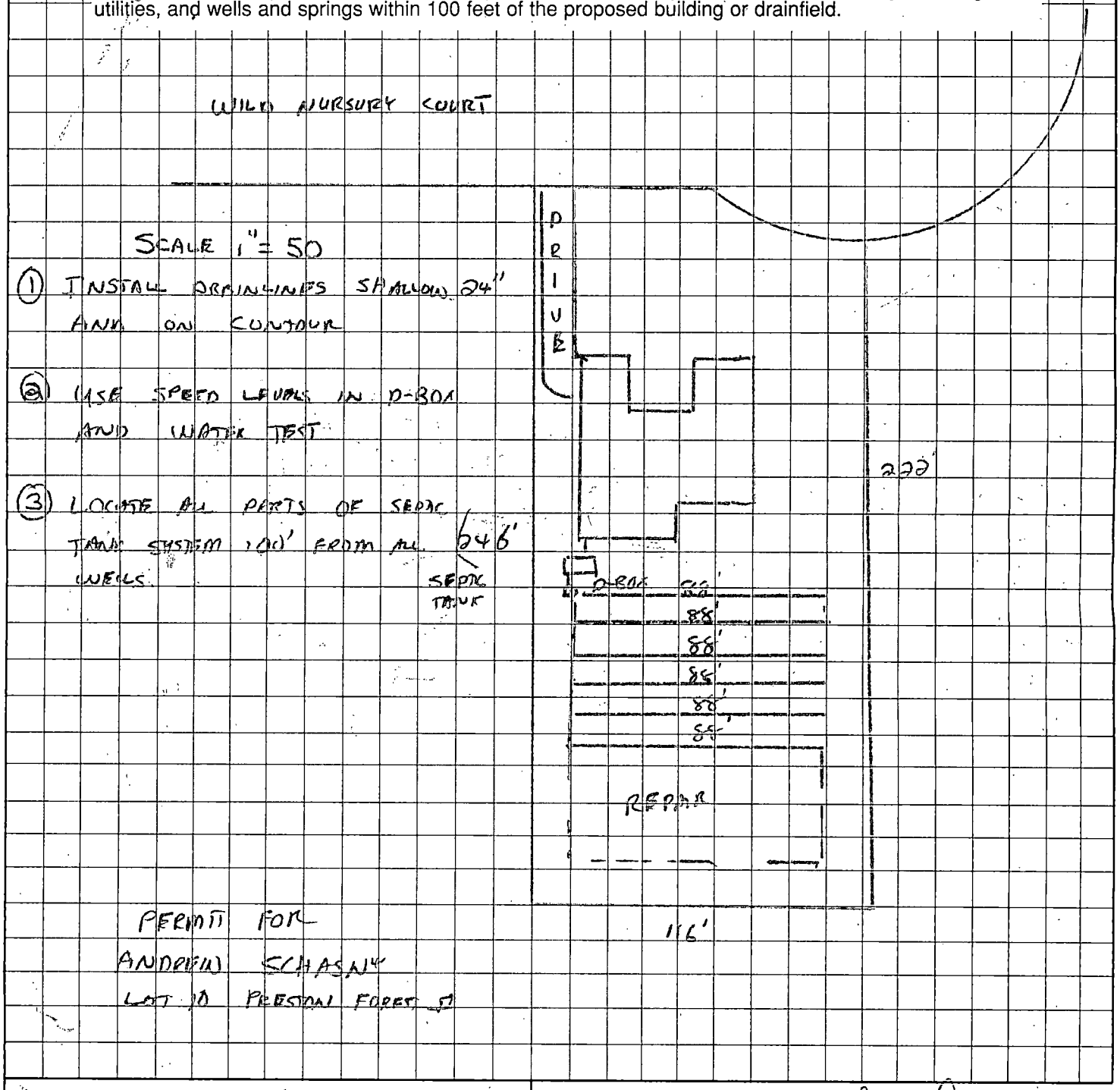
PROPOSED PLOT PLAN

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

FILE: 2560 R

TC: 105-153-34

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.



Andrew K Schasny
OWNER/AGENT SIGNATURE

DATE 7-9-98

APPROVAL DATE 7-9-98 AD. AND (1)

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

#2

Sheet 1
PROPERTY ID #: RO105-153-34
Lot # : 10
File # : 25601A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Andrew McHasney APPLICANT: Same
ADDRESS: 3933 Armitage Dr. Chadwell, N.C. DATE EVALUATED: 07-29-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: .6
LOCATION OF SITE: Mill Nursery Cl. PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 2-6% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-6"	gr/sc/	Fr/SEXP/SS/SP	> 48" to soil wetness	48"	N/A	None	PS .39/Fz IV
		6-48"	SBK/C	Fi/SEXP/SIP					
2	LS	0-7"	gr/sc/	Fr/SEXP/SS/SP	> 44" to soil wetness	44"	N/A	None	PS .39/Fz IV
		7-44"	SBK/C	Fi/SEXP/SIP					
			Floater Rock @ 44"						
3	LS	0-5"	gr/sc/	Fr/SEXP/SS/SP	> 45" to soil wetness	45"	N/A	None	PS .39/Fz IV
		5-45"	SBK/C	Fi/SEXP/SIP					
4	LS	0-3"	gr/sc/	Fr/SEXP/SS/SP	> 48" to soil wetness	48"	N/A	None	PS .39/Fz IV
		3-48"	SBK/C	Fi/SEXP/SIP					
5	LS	0-4"	gr/sc/	Fr/SEXP/SS/SP	> 48" to soil wetness	48"	N/A	None	PS .39/Fz IV
		4-46"	SBK/C	Fi/SEXP/SIP					
6	LS	0-3"	gr/sc/	Fr/SEXP/SS/SP	> 48" to soil wetness	48"	N/A	None	PS .39/Fz IV
		4-46"	SBK/C	Fi/SEXP/SIP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. A. Wells 7-30-96
OTHER(S) PRESENT: LSS

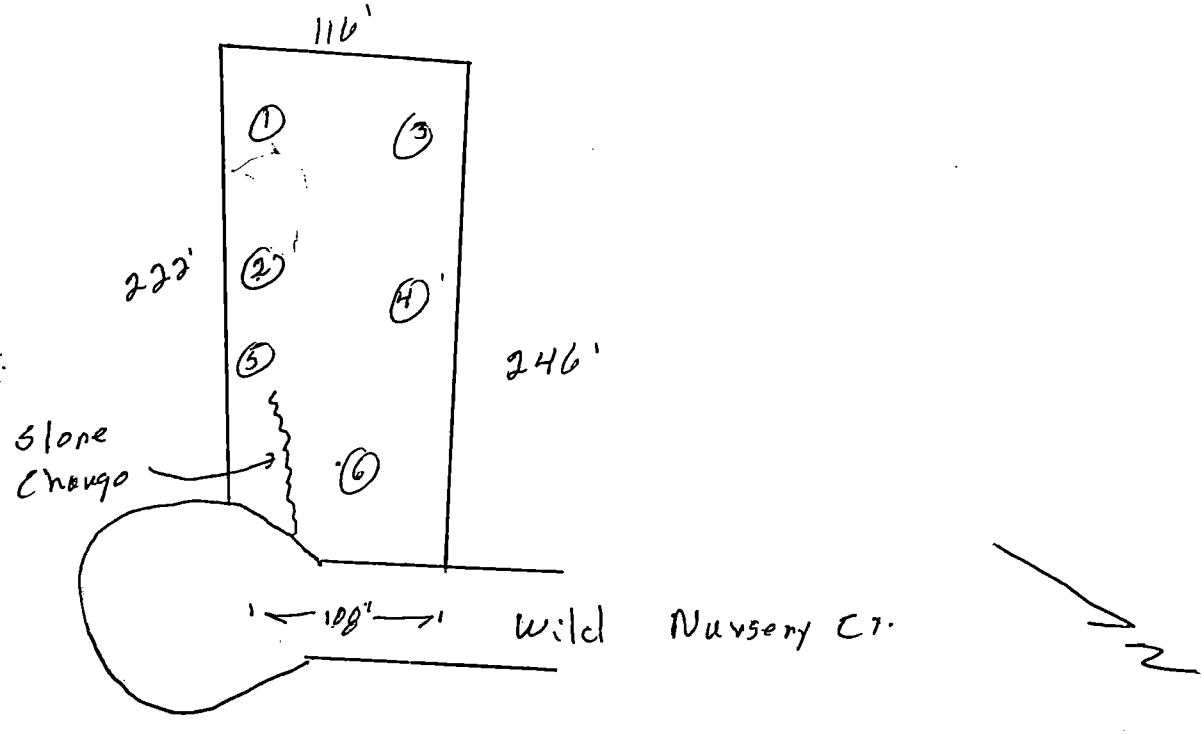
FILE # 2560B

COMMENTS 100% Repair

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

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

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



FEE: 100.00 CASH

DATE: 6-11-98 VLD

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

[ ] 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

COPY

FILE #: 2560B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: PO. 105-153-34

STREET ADDRESS: WILD NURSERY COURT

SUBDIVISION OR MOBILE HOME PARK NAME: PRESTON FOREST II

LOT NUMBER: 10

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2536

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 6/25/98

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)
___ SHARED WELL (S)
✓ 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 ___ 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: (UNDER CONTRACT)

NAME: SCHASNY ANDREW K.
(LAST) (FIRST) (MI)

ADDRESS: 3933 ARMITAGE DR.

CITY: CHARLOTTE STATE: NC ZIP: 28269

DAYTIME PHONE: (800 645-9370 EXT. 152

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

NAME: STARNES ~~ENTERPRISES~~
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Andrew K. Schasny DATE: 6-11-98

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

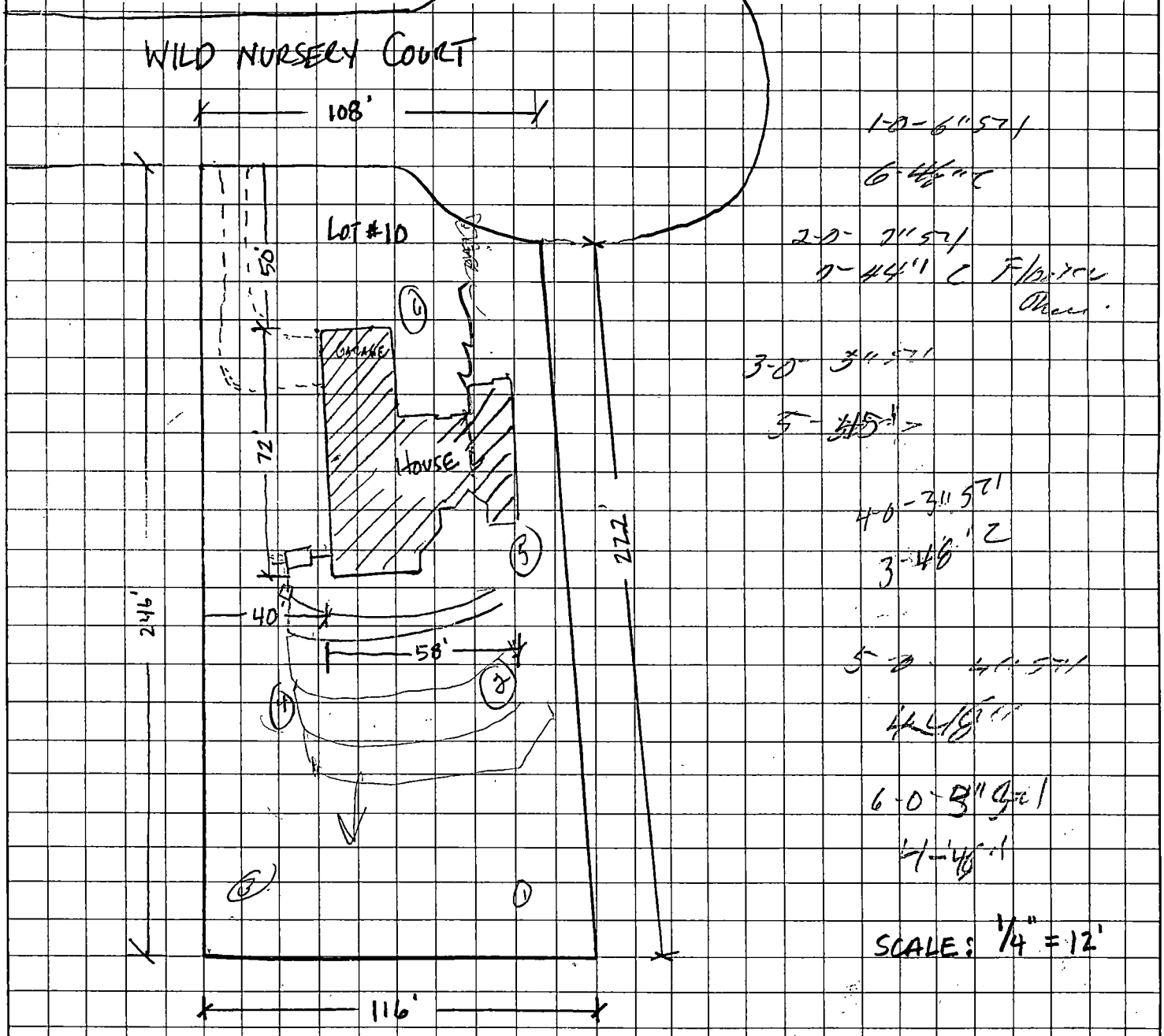
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HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2560B

TC: P.P. 105-153-3

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.



Andrew K. Schwartz
OWNER/AGENT SIGNATURE

DATE 6-11-98

APPROVAL DATE _____

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