

16540 DAVIDSON-CONCORD RD

00745103

1/4/2008

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: 007-451-03
Lot #: 4
File #: 4225B
Code: 2

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Brad Eichenlaub
Applicant: Larry Caudill
Address: 13422 Latta Gordon Road, Huntersville, N. C. 28078
Date Evaluated: 6/26/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 2.4a
Location of Site: 16540 Davidson-Concord Road
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	0-3	GR/SL	FR/SEXP/NS/NP	2.5Y7/1 at 32"	37	N/A	NONE	US, IV
		3-18	SBK/SCL	FR/SEXP/SS/SP					
		18-37	SBK/C	FI/SEXP/S/P					
2	"	0-7	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1 at 42"	45	"	"	PS, IV
		7-45	SBK/SC	FI/SEXP/S/P					.25GPD/FT^2
3	"	0-4	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV
		4-41	SBK/SC	FI/SEXP/S/P					.3GPD/FT^2
		41-48	SBK/SCL	FR/SEXP/SS/SP					
4	"	0-2	GR/SCL	"	>50" TO SOIL WETNESS	50	"	"	"
		2-29	SBK/SC	FI/SEXP/S/P					
		29-50	SBK/SCL	FR/SEXP/SS/SP					
5	"	0-14	GR/SCL	"	"	"	"	"	"
		14-43	SBK/SC	FI/SEXP/S/P					
		43-50	SBK/SCL	FR/SEXP/SS/SP					
6	"	0-3	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		3-24	SBK/SC	FI/SEXP/S/P					
		24-48	SBK/SCL	FR/SEXP/SS/SP					
7	"	0-4	GR/SCL	"	"	"	"	"	"
		4-23	SBK/SC	FI/SEXP/S/P					
		23-48	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

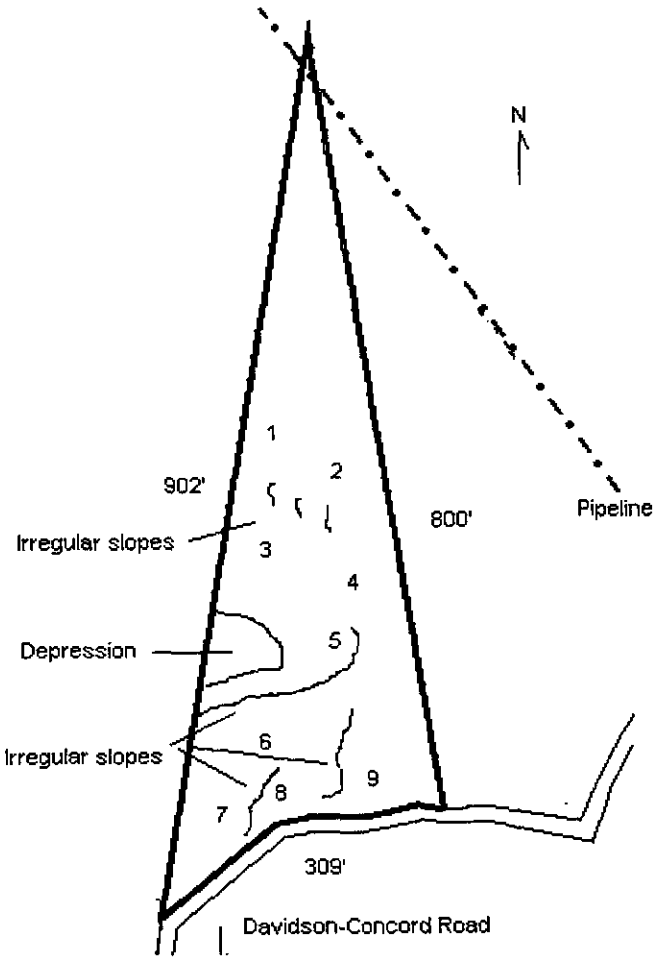
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 6/26/2006, W. R. Marlin
Others Present: L. Caudill

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				
FP-Flood Plain		CL-Clay Loam		
		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 Site Evaluation Locations



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

Sheet: 3 of 3
File #: 4225B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

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
8	LS, 8	0-2	GR/L	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .3GPD/FT^2
		2-25	SBK/SC	FI/SEXP/S/P					
		25-48	SBK/SCL	FR/SEXP/SS/SP					
9	"	0-3	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		3-48	SBK/SC	FI/SEXP/S/P					

#951

GWS – RES. APP 07/05

SEPTIC FEE: 200.00
DATE: 6/7/06
CRT [ ] VISA MC

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

FILE # 42256

WELL FEE: _____
DATE: _____
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 007-451-03
STREET ADDRESS: 16540 Davidson Concord Rd
CITY: Davidson
STATE: NC ZIP: 28036
SUBDIVISION OR MOBILE HOME PARK NAME: Heritage At Stanhope
LOT #: 4
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

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

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

NUMBER OF BEDROOMS TO BE ADDED: 4 NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: 4
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Brad Eichenlaub
ADDRESS: 13422 Latta Gordon Road
CITY: Huntersville
STATE: NC ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

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

NAME: Larry Caudill
ADDRESS: 19721 Bethel Church Road
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704-607-5048 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? January 31, 2001
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? July 28, 2006

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

Larry Caudill 6-7-6
Owner's/Agent's Signature Date

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

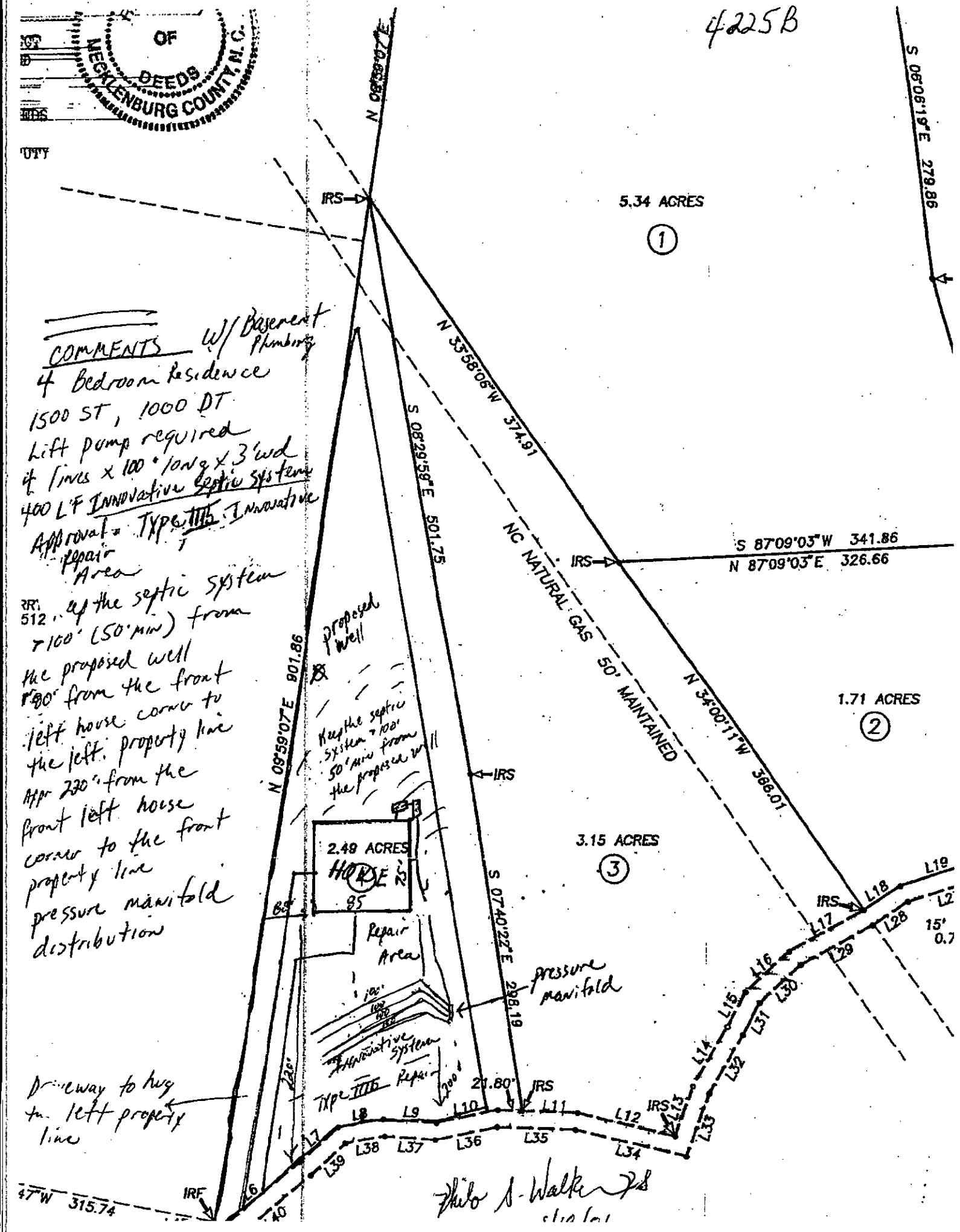
*A Well Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application,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

Owner's/Agent's Signature Date

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

OF DEEDS MECKLENBURG COUNTY, N.C.

4225B



COMMENTS W/ Basement Plumbing
4 Bedroom Residence
1500 ST, 1000 DT
Lift pump required
4 lines x 100' long x 3' wd
400 L.F Innovative Septic System
Approval = Type IIIB Innovative
Repair Area

RR: 512 .. of the septic system
≥100' (50' min) from
the proposed well
≥80' from the front
left house corner to
the left property line
Appr 220' from the
front left house
corner to the front
property line
pressure manifold
distribution

Driveway to hug
to left property
line

Keller Williams Realty
19721 Bethel Church Road
Cornelius, NC 28031
Phone: 704-607-5048, Fax: 704-892-4048

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. 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-T) with the New Construction Addendum (For, 2A3-T).

FRANCES M. PIERCE

as Buyer, hereby offers to purchase and

Brad + Angela Eichenlaub

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 DAVIDSON, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 16540 DAVIDSON CONCORD ROAD Zip 28036
Subdivision Name HERITAGE AT STATHOP
Plat Reference: Lot 007-451-03, Block or Section n/a as shown on
Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed
Book 11900 at Page 657).
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 $ 117,000.00 and shall be paid as follows:
(a) $ 3,000.00* , EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☒ bank check ☐ certified check ☐ other: N / A to be deposited and held in escrow by KELLER WILLIAMS REALTY - CORNELIUS, NC ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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) $ 3,000.00* , 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 , OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).
(d) $ 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.
(e) $ N / A , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) $ 109,000.00 , BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (Steve 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 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 enviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:

N / A

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

N / A

5. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ N / A per N / A .

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loans obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (i) 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 (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before JULY 28, 2006, at a place designated by Buyer. The deed is to be made to JESSICA M. REED.

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

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

11. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

☐ **ALTERNATIVE 1:**

(a) **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.

(b) 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 evaluation from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other N / A ground absorption sewage system for a N / A 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 N / A 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.

(c) Appraisal 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. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before JUNE 12, 2006. The cost of the appraisal shall be borne by Buyer.

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

☐ ALTERNATIVE 2: *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for *any* reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on N / A, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

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

12. 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 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.

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

BUYER SHALL VIEW THE ABOVE PROPERTY BY JUNE 19, 2006. IF BUYER AGREES TO CONTINUE TO CLOSING, THE $3,000 EARNEST MONIES WILL REVERT TO THE ABOVE SELLERS AS OPTION MONIES IN A CHECK FOR $3,000* WRITTEN BY SELLER WILLIAMS MONEY TO THE ABOVE SELLERS. ALSO, ON THIS DATE AFTER AGREEING TO CONTINUE TO CLOSING, THE ABOVE BUYER WILL PRESENT A CERTIFIED BANK CHECK MADE TO THE SELLERS FOR AN ADDITIONAL $5,000* IN OPTION MONIES. ANY QUESTIONS PERTAINING TO POWER, WATER, APPRAISALS, AND PEST TESTS WILL BE COMPLETED BY THIS DATE, JUNE 19, 2006.

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

BUYER Frances M. Perez DATE 6-3-06 (SEAL)
FRANCES M. PEREZ

SELLER [signature] DATE 6/4/06 (SEAL)

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

Date _____ Firm: KELLER WILLIAMS REALTY

By: [signature] (Signature)

Selling Agent/Firm/Phone JERRY CAUDILL / KELLER WILLIAMS REALTY / 704-607-5412
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone JACINTA DENT / REALTY WORLD PARK & CITY / 704-987-9123
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

Keller Williams Realty
19721 Bethel Church Road
Cornelius, NC 28031
Phone: 704-607-5048, Fax: 704-892-4048

ADDITIONAL PROVISIONS ADDENDUM

Property Address: 16540 DAVIDSON CONCORD ROAD, DAVIDSON, NC

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("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 LARRY CHUCULL, on or before 5:00 ☐ AM ☒ PM, on JUNE 5, 2006, or until withdrawn by 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 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. N / A **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 N / A ground absorption sewage system for a N / A 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 N / A 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 **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at:
N / A

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

6. 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 N / A, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all past tenant agreements, statement of all tenant's deposits, accrued 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.

7. N / A **HOME WARRANTY** (select only one of the following): ☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ N / A and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from N / A at a cost of $ N / A and will pay for it at Closing.

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.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.
PREPARED BY: Larry Caudill & Nicholas Mastorelli, Esquires
Additional Provisions Addendum, Standard Form 2801-T. North Carolina Association of REALTORS®, Inc.
© 7/2005
RealFAST® Software, ©2005, Version 8.16, Software Registered to: Office Manager, Keller Williams Realty
06/03/06 16:21:26

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.

BUYER Frances M Perez DATE 6-3-06 (SEAL)
FRANCES M. PEREZ

SELLER [signature] DATE 6/4/06 (SEAL)

Permit Number: 4225B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 007 451 01

- 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

Type Primary Wastewater System Type (circle one): 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: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
XCS Serviced by private well	1500 Gallon septic tank	400' 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	1000 Gallon pump tank	NA Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Innovative Septic System Approval Agreement forms shall be recorded and on file prior to Const authz. release. Keep the septic system > 50' 100' min from the proposed well

Repair Area System Type Type (circle one): 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: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1200 Absorption Area (Sq ft) 400' Total Trench Length (Ft)	NA 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.

Phila S. Walker RS. 1/17/01
DEHNR Authorized Agent Date

x _____
Owner/Agent Signature Date

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

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

Hold For:

1) Cons Authorization (not building for a year)
2) Signatures & dates
3) Fees
4) Agreement forms

4225B

OF DEEDS MECKLENBURG COUNTY, N. C.

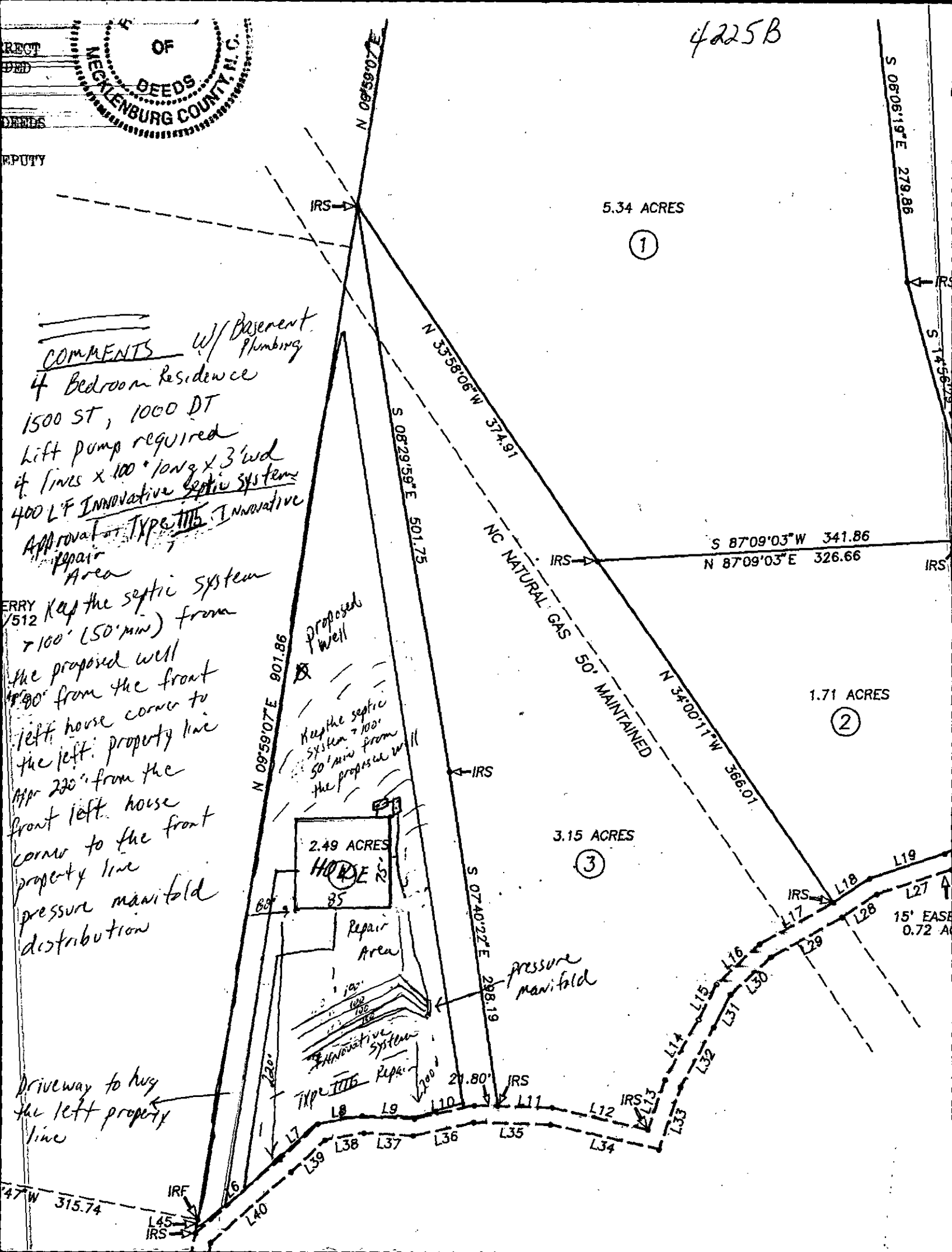
RECT
DED
DEEDS
EPUTY

COMMENTS W/ Basement Plumbing
4 Bedroom Residence
1500 ST, 1000 DT
Lift pump required
4 lines x 100' long x 3' wd
400 L.F Innovative Septic System
Approval for Type IIIB Innovative
Repair
Area

ERRY
/512

Keep the septic system
≥ 100' (50' min) from
the proposed well
≥ 80' from the front
left house corner to
the left property line
appr 220' from the
front left house
corner to the front
property line
pressure manifold
distribution

Driveway to hug
the left property
line



$200 Rec'd Cash

DATE: 1-4-01

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

1 1 CRT

TYPE APPLICATION: X 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 #: 42250

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00745101

STREET ADDRESS: 16540 Davidson Concord Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: HERITAGE AT STANHOPE

LOT NUMBER: 4

TOWNSHIP (CHECK ONE):

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

CLOSING DATE Jan. 31, 2001

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
__ CRAWL SPACE
X 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 X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: White (LAST) Hugh (FIRST) Allan (MI)

ADDRESS: PO Box 1431

CITY: Huntersville STATE: NC ZIP: 28070

DAYTIME PHONE: (704) 895 - 0709

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Eichenbaub (LAST) Brad (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: [signature] DATE: 1/4/01

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

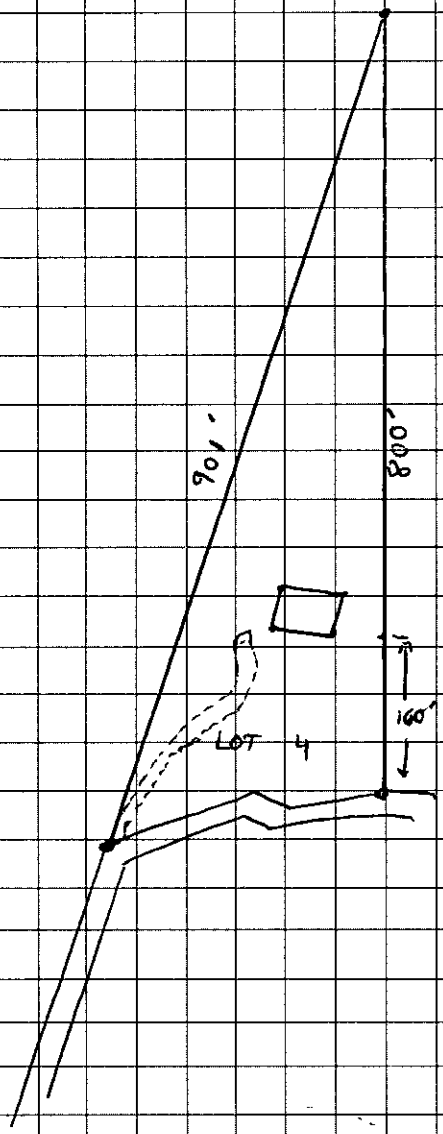
PROPOSED PLOT PLAN

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

FILE: 4225B

TC: 007-451-01

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



OWNER/AGENT SIGNATURE

DATE 1/4/01

APPROVAL DATE _____

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

LAKE NORMAN REALTY, INC.

OFFER TO PURCHASE AND CONTRACT

hereby offers to purchase and BRAD EICHENLAUB, as Buyer, 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: JOYCE H. & HUGH ALLAN WHITE AND LAURA ANNE & LAND HITE JR., as Seller.

1. **REAL PROPERTY:** Located in the City of DAVIDSON, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 16540 DAVIDSON CONCORD RD 0 Zip 28036
Legal Description: Lot 4 Heritage at Stanhope PARCEL ID 00745101 00745103
(☒ All ☐ A portion of the property in Deed Reference: Book 2nd CVM See, Page No. , MECKLENBURG CVM See County.)
NOTE: Prior to signing this 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, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, 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 other items attached or affixed to the Property. EXCEPT the following items:
N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

4. **PURCHASE PRICE:** The purchase price is $ 57,270.00 and shall be paid as follows:
(a) $ 3,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: N/A to be deposited and held in escrow by LAKE NORMAN REALTY, INC ("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) $ 54,270.00, 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 ___ FHA ___ VA (attach FHA/VA Financing Addendum) X Conventional ___ Other: ___ loan at a X Fixed Rate ___ Adjustable Rate in the principal amount of $51,550.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an interest rate not to exceed 8.000 % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within 5 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 JANUARY 15,2001 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 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. 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 Closing costs (including loan discount points), those costs are as follows: SELLER TO PAY UP TO BUT NOT TO EXCEED 2000.00 TOWARDS BUYERS CLOSING COSTS AND PREPAIDS.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for ___ 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.

(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) $ 54,270.00, 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 ___ FHA ___ VA (attach FHA/VA Financing Addendum) X Conventional ___ Other: ___ loan at a X Fixed Rate ___ Adjustable Rate in the principal amount of $51,550.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an interest rate not to exceed 8.000 % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within 5 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 JANUARY 15,2001 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 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.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____.

☐ 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. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before JANUARY 15,2001. Seller shall provide written notice to Buyer of Seller's response within 5 days of Buyer's notice. 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 as to all structures except N/A 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. In new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or 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 ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, 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 JANUARY 31,2001, at a place designated by Buyer. The deed is to be made to BRAD EICHENLAUB.

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.)

A. BUYER TO PROVIDE A PRE-QUALIFICATION LETTER FROM HIS LENDER TO CONCUR WITH THE FINANCING TERMS OF THE CONTRACT.

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. 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.

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® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. 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.

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.

Date: 12/13/00

Buyer _____ (SEAL)

Date: 12/19/00

Seller _____ (SEAL)

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. **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.

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® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. **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.

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.

Date: 12/13/00
Buyer _____ (SEAL)
BRAD EICHENLAUB

Date: _____
Buyer _____ (SEAL)

Date: 12/19/00
Seller _____ (SEAL)

Date: 12/20/00
Seller _____ (SEAL)

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

Date 12/14/00 Firm: LAKE NORMAN REALTY, INC.
By: _____
ROSEANN ZINN

Selling Agent/Firm/Phone ROSEANN ZINN LAKE NORMAN REALTY, INC 704-892-9673
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone CENTURY 21 GARY COOPER VIRGINIA COOPER 704-541-6306
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

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07157321 (FF)

LAKE NORMAN REALTY, INC.

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

AD

DATE: 3/30/2000 PERMIT NO: 42258

PARCEL NO: 007 451 01 Po

JOB LOCATION ADDRESS: 16540 Davidson Concord Rd

PROPERTY OWNER: Hugh White (Robert Adams pros. buyer)

BUILDING CONTRACTOR: –

SUBDIVISION NAME: Heritage at Stanhope

AUTHORIZATION ISSUED BY: Phillip A. Walker ZA DATE: 3/30/2000

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 42258, 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.

X Robert V. Adams 3/30/00

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4225B

Tax Number: 00745701PO

- 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	
Type Primary Wastewater System Type (circle one): 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: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	600 Max gallons/day wastewater flow	2000 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
YES Serviced by private well	1500 Gallon septic tank	667 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
5 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone		
Any surface waters present: NO	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: Pressure manifold distribution, Lift pump required				

Repair Area System Type Type (circle one): 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: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
2000 Absorption Area (Sq ft) 667 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 th 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 effe at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Departmen
- This Improvement permit is transferable.

Philip S. Walker RS. 3/30/2000
DEHNR Authorized Agent — Date

x Robert V. Johns 3/30/00
Owner/Agent Signature — Date

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

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

FEE: 200.00 Ck# 4169

DATE: 3/7/00 JC

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 #: 4225B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: ~~007-192-01~~ 007-451-08

STREET ADDRESS: 16540 Davidson Concord Road

SUBDIVISION OR MOBILE HOME PARK NAME: Heritage at Stanhope

LOT NUMBER: 4

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: 4,000

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 6

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_____

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

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

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

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

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

PROPERTY OWNER:

NAME: White (LAST) Hugh (FIRST) A (MI)

ADDRESS: 16544 Davidson Concord Rd

CITY: Davidson STATE: NC ZIP: 28036

DAYTIME PHONE: (704) 895 - 0709

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Adams (LAST) Robert (FIRST) V (MI)

DAYTIME PHONE: (704) 875 - 6581

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: X Robert V Adams DATE:

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

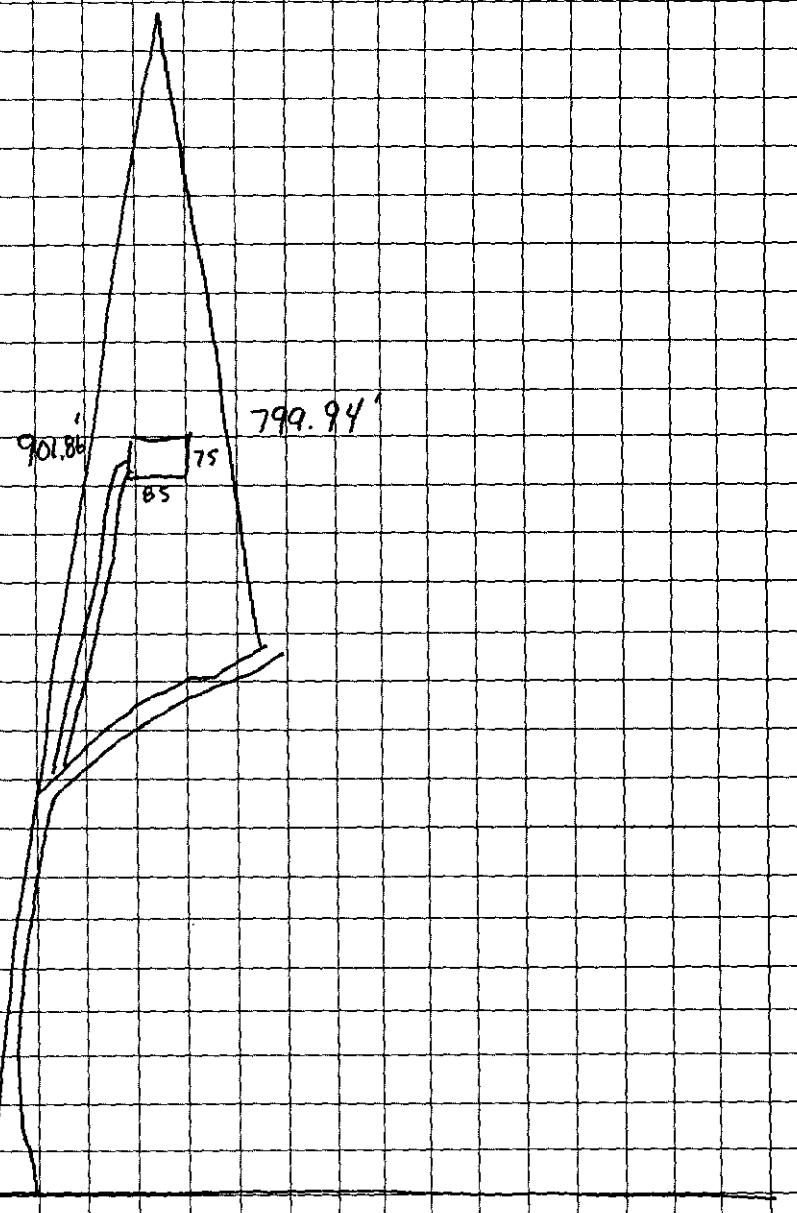
PROPOSED PLOT PLAN

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

FILE: 42258

TC: ~~A07192 01~~ 009-451-01PO

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.



X Robert V Adams
OWNER/AGENT SIGNATURE

DATE X 3-7-00

APPROVAL DATE _____

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

October 11, 1999

Mecklenburg County Health Department
Environmental Health Division
C/O Hal Marshall Center
Suite 211
700 North Tryon Street
Charlotte, North Carolina 28202

To Whom It May Concern:

Permission is hereby granted for Mr. and Mrs. Bob Adams and representatives of the Mecklenburg County Health Department to cross land I own as shown on Tax Map 7, Page 192. The purpose shall be for a soil test conducted by the Division Of Environmental Health on Lot 4 of property identified on Map Book 30, Page 683.

Any questions can be directed to me at 704-~~947-8442~~. 895-0709

Sincerely,

Hugh Allan White

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

AS #2

Sheet: 1
Property ID: PO 007-451-01
Lot #: 4
File #: 4225B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Hugh A. White APPLICANT: Robert V. Adams
ADDRESS: 16544 Davidson-Concord Rd, Davidson DATE EVALUATED: 3-21-00
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 660gpd PROPERTY SIZE: 2.0 ±
LOCATION OF SITE: 1654 Davidson Concord Road PROPERTY RECORDED:
WATER SUPPLY: ~~Private~~ ☐Public ☐~~Well~~ ☐Spring ☐Other
EVALUATION METHOD: ☐~~Augur Boring~~ ☐Pit ☐Cut
TYPE OF WASTEWATER: ☐~~Sewage~~ ☐Industrial Process ☐Mixed

PROFILE #	Slopes 5-15% .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	0-3"	gr/sl	Fr/SE XP/SS/SP	2.5Y 7/10 @ 32"	37"	N/A	None	US IV
		3-16"	SBM/scl	Fr/SE XP/SS/SP					
		16-37"	SBM/C	Fi/SE XP/S/P					
2	LS	0-7"	gr/scl	Fr/SE XP/SS/SP	2.5Y 7/1 @ 42"	45"	N/A	None	PS .25/1 F2 IV
		7-45"	SBM/sc	Fi/SE XP/S/P					
3	LS	0-4"	gr/scl	Fr/SE XP/SS/SP	7.5YR 7/6 TO 5Y 7/1 wetness	46"	N/A	None	PS .39/F2 IV
		4-41"	SBK/sc	Fi/SE XP/S/P					
		41-46"	SBK/scl	Fr/SE XP/SS/SP					
4	LS	0-2"	gr/scl	Fr/SE XP/SS/SP	7.5YR 7/6 TO 5Y 7/1 wetness	50"	N/A	None	PS .39/F2 IV
		2-29"	SBM/sc	Fi/SE XP/S/P					
		29-50"	SBK/scl	Fr/SE XP/SS/SP					
5	LS	0-14"	gr/scl	Fr/SE XP/SS/SP	7.5YR 7/6 TO 5Y 7/1 wetness	50"	N/A	None	PS .39/F2 IV
		14-43"	SBM/sc	Fi/SE XP/S/P					
		43-50"	SBM/scl	Fr/SE XP/SS/SP					
6	LS	0-3"	gr/scl	Fr/SE XP/SS/SP	7.5YR 7/6 TO 5Y 7/1 wetness	46"	N/A	None	PS .39/F2 IV
		3-24"	SBM/sc	Fi/SE XP/S/P					
		24-46"	SBK/scl	Fr/SE XP/SS/SP					
7	LS	0-4"	gr/scl	Fr/SE XP/SS/SP	7.5YR 7/6 TO 5Y 7/1 wetness	46"	N/A	None	PS .39/F2 IV
		4-23"	SBM/sc	Fi/SE XP/S/P					
		23-46"	SBK/scl	Fr/SE XP/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.39/F2	.39/F2

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.A. Martin LSS 3-23-00
OTHER(S) PRESENT:

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

Sheet: 2

Property ID:

Lot #:

File #: 4225B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: APPLICANT:

ADDRESS: DATE EVALUATED:

PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949) PROPERTY SIZE:

LOCATION OF SITE: PROPERTY RECORDED:

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other

EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	.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
8	LS	0-2"	gr/1	Fr/SE×CI/NS/NP	7.5YR 5/8 TO 5/1 WETNESS	48"	N/A	None	PS .39 IV
		2-25"	SBK/SC	Fi/SE×PL/SP					
		25-48"	SBK/SC1	Fr/SE×PL/SS/SP					
9	LS	0-3"	gr/SL	Fr/SE×PL/NS/NP	7.5YR 5/8 TO 5/1 WETNESS	48"	N/A	None	PS .39 IV
		3-48"	SBK/SC	Fi/SE×PL/SP					

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

OTHER FACTORS (.1946):

SITE CLASSIFICATION (.1948):

EVALUATED BY:

OTHER(S) PRESENT:

FILE # 42258

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	CONSISTENCE 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

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE

