

8519 FAIRVIEW RD

13901204

1/11/2008

duponbj

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

EHS DC

Reviewer KS

6922B **County** Permit Review Worksheet

Rule or Law	Permit Application	1	2	3	4	5	6	7	8	9	10
.1937(d)	Is the Application complete	✓									
.1937(d)	Is there a Site plan/Plat with application	✓									
.1937(d)	Is the Facilityshown?	✓									
.1937(d)	Are appurtenances shown	✓									
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	✓									
.1940 (a-g)	Slope % Recorded?	✓									
.1939 (a)(2)	Texture Class Recorded?	✓									
.1939 (a)(2)	Structure type Recorded?	✓									
.1939 (a)(2)	Consistence Recorded?	✓									
.1939 (a)(2)	Mineralogy Recorded?	✓									
.1939 (a)(3)	Soil Wetness Condition Recorded?	✓									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	✓									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	✓									
.1939 (a)(6)	Sufficient Available Space Recorded?	✓									
.1937(m)	Are the Profile Locations Shown?	✓									
.1939(a) & .1945(b)	Are the S/PS Profiles in system & in repair area?	✓									
	Number of auger borings made:	✓									
	Were sufficient auger borings made?	✓									
.1939(d), .1955, .1956, .1957	LTAR	.3									
	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial	✓									
.1945(b)	Proposed System Type stated-Repair	N/A									
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial	✓									
.1937(g) & .1945(b)	System components shown - Initial	✓									
.1945(b)	Repair area shown	N/A									
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?	✓									
.1937 (f)(g)	**Is System design consistent with soil/site conditions?**	✓									
.1937 (f)(g)	Is the System located in the approved area?	✓									
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?	✓									
G.S. 130A-336(a)	**Number of Bedrooms, employees, seats, etc. indicated?**	✓									
.1937(g)	Trench depth indicated?	✓									
.1937(g)	Trench width indicated?	✓									
.1937(g)	Trench length indicated?	✓									
G.S. 130A-336(a)(1)	Proposed/existing well shown?	~~✓~~ N/A									
G.S. 130A-336(a)(1)	Property line lengths shown?	✓									
G.S. 130A-336(a)	**Facility/appurtenance setbacks shown from fixed points?**	✓									
	OP										
.1937(i)	System type as described in table V(a) of rule .1961										
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.										

If system design is incorrect or inconsistent with site conditions, indicate why for each below

IP OK

MECKLENBURG COUNTY

Land Use & Environmental Services Agency
Groundwater & Wastewater Services

Fax Coversheet

****NOTICE****

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To: HELEN WOODS Fax #: 704-545-6898

Phone #: _____

From: DAVID CORNELIUS Date: 2/21/07

Number of pages transmitted: _____ (including coversheet)

Comments: 8519 FAIRVIEW RD

If you do not receive all pages of this fax please call (704) 336-5103.

☒ Original will not follow

☐ Original will follow via: ☐ U.S. Mail ☐ Hand Delivery ☐ _____

700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236
Office #: (704) 336-5103 • Fax #: (704) 336-6894

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001867** GWS File #: **6922B** Tax Parcel #: **139-012-04**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 2/21/2012

Type of Installation: Residential - New System Lot Number: 0

Structure Type: HOUSE Size (ft^2): 3000 # Bedrooms: 4 # Occupants: 4

Building Foundation: Crawl Space Water Supply: Municipal

II. Initial System Type: Pump to Innovative or Experimental **System Classification:** IIIb

Initial System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1000
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1200	Total Trench Length (ft):	400
Maximum Trench Depth (in):	30	Depth of Media (in):	N/A	Distribution Device:	Pressure Manifold		

III. Repair System Type: N/A **System Classification:**

Repair System Specifications:

Design Flow (gpd):	0	LTAR (gpd/ft^2):	0.0	Septic Tank Size (gal):	0	Pump Tank Size (gal):	0
Trench Width (ft):	0	Trench Spacing (ft):	0	Absorption Area (ft^2):	0	Total Trench Length (ft):	0
Maximum Trench Depth (in):	0	Depth of Media (in):	0	Distribution Device:	N/A		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: David Cornelius Owner/Legal Agent: _____
Print Name

Signature: _____ Signature: _____

Date Issued: 2/21/2007

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
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IV. Permit Conditions/Comments:

- This type of septic system requires an inspection once every 5 years by our office. The system owner is responsible for any fees, as determined by the Mecklenburg County Board of Commissioners, associated with this inspection.
- 100% repair area is not required for this property. However, the maximum feasible area shall be allocated for a repair area.
- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- All components of the septic system must be located at least 100 ft. (50 ft. minimum) from all private wells.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

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DENR Authorized Agent: David Cornelius

Signature: _____

Date Issued: 2/21/2007

Owner/Legal Agent: _____
Print Name

Signature: _____

PROPOSED PLOT PLAN

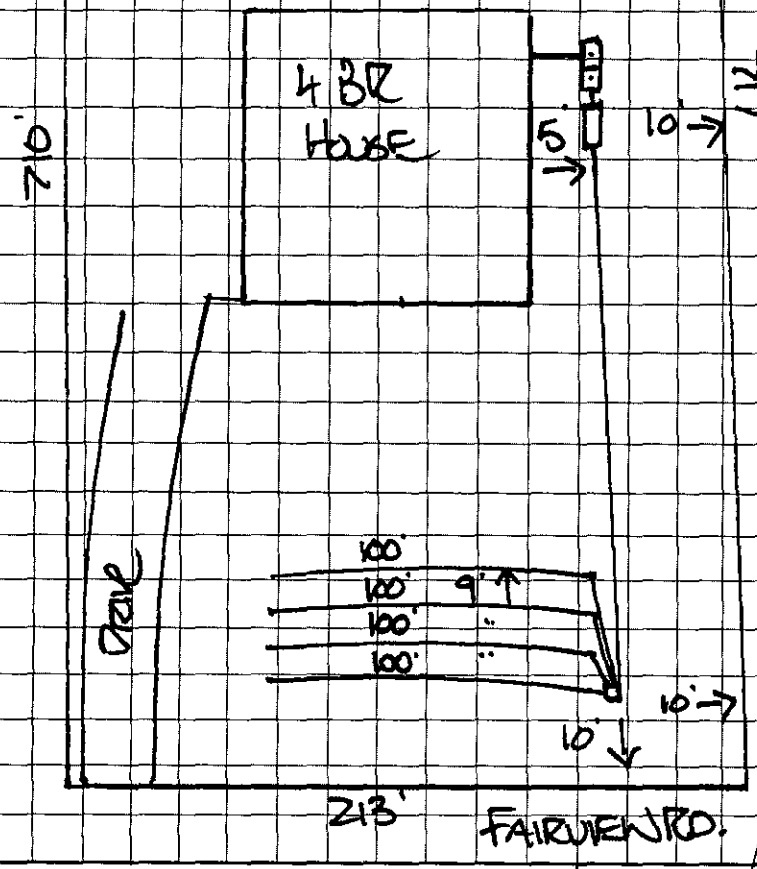
1"=60'

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 6922B

TC: 139-012-04

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.



* SEPTIC SYSTEM DESIGN FOR A 4 BR HOUSE.
- 480 GPD MAX WW FLOW
LTAR = 0.3 GPD/FT²
- INNOVATIVE TYPE IIIB, 25% REDUCTION.
- INSTALL 4 LINES @ 100'
- PLACE LINES LEVEL ON CONTOUR & ON 9' CTRS.

1500 GAL ST
1000 GAL PT

SETBACKS:
> 50' FROM WELLS
> 5' FROM HOUSE
> 10' FROM PROPERTY LINES.

* 100% REPAIR AREA NOT REQ.

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

1" = 60

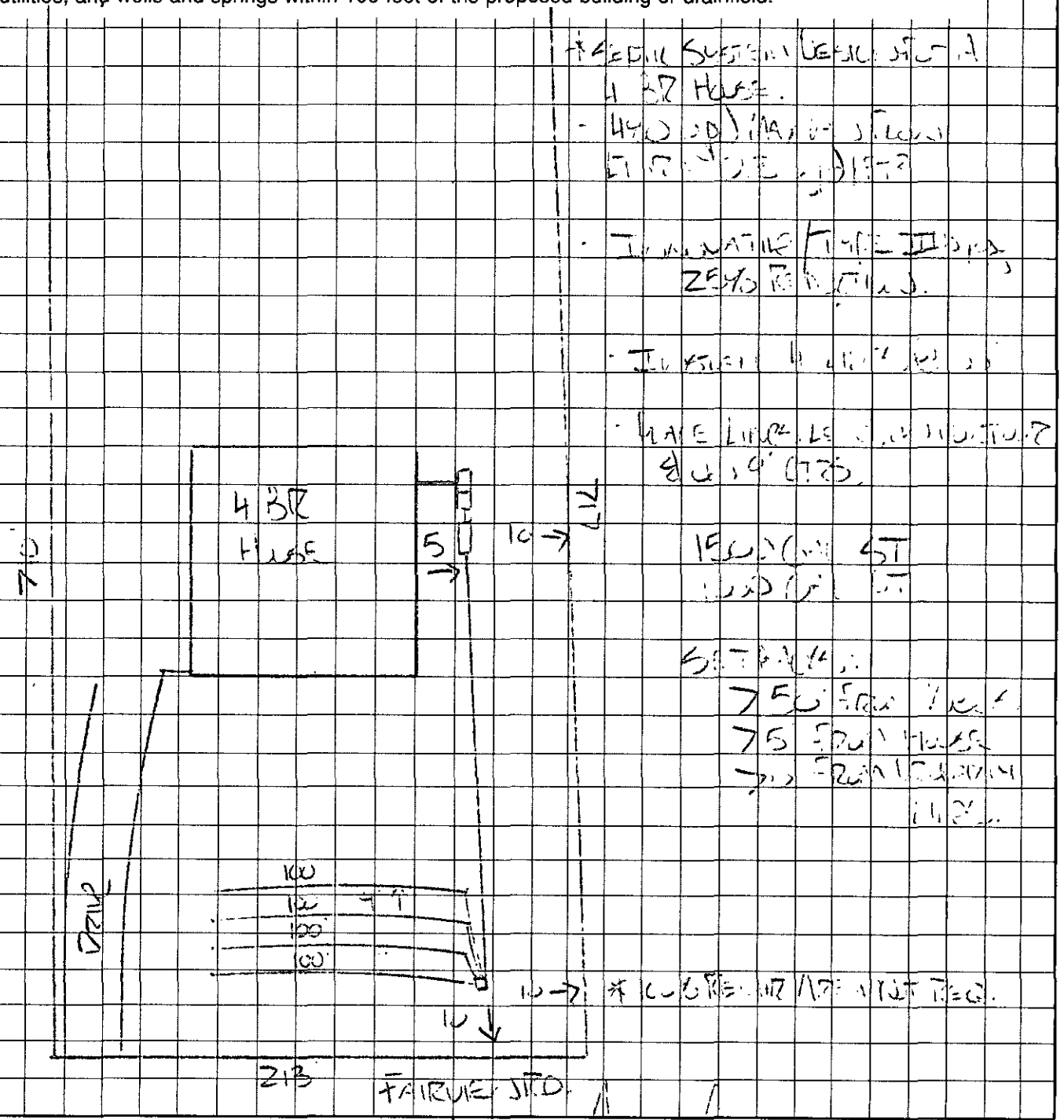
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 6922E

TC: 139-017-01

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

APPROVAL DATE

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

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

Sheet: 1 of 2
Property ID: 139-012-04
Lot #:
File #: 6922B
AppID: 1867

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Helen Woods
Applicant: Jeffrey D. Todd
Address: 2942 Temple Lane, Charlotte, N. C. 28205
Date Evaluated: 2/15/07
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 2.73a
Location of Site: 8519 Fairview 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	b PROFILE FACTORS .1942 *Soil* Wetness/ *Color*	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 5	0-6	GR/CL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	N/A	NONE	PS, IV
		6-46	SBK/C	FI/SEXP/S/P					.25GPD/FT^2
2	"	0-5	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		5-48	SBK/C	FI/SEXP/S/P					
3	"	0-6	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
4	LS, 8	0-7	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	PS, IV
		7-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
5	"	0-6	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
6	"	0-5	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49+	"	"	"
		5-38	SBK/C	FI/SEXP/S/P					
		38-49	SBK/CL	FR/SEXP/SS/SP					
					LTAR BORINGS 1, 2, 3 .25GPD/FT^2				
					LTAR BORINGS 4, 5, 6 .3GPD/FT^2				

Description	Initial System	Repair System
Available Space (.1945)	PS	N/A
System Type(s)	III bg	N/A
Site LTAR	0.3	N/A

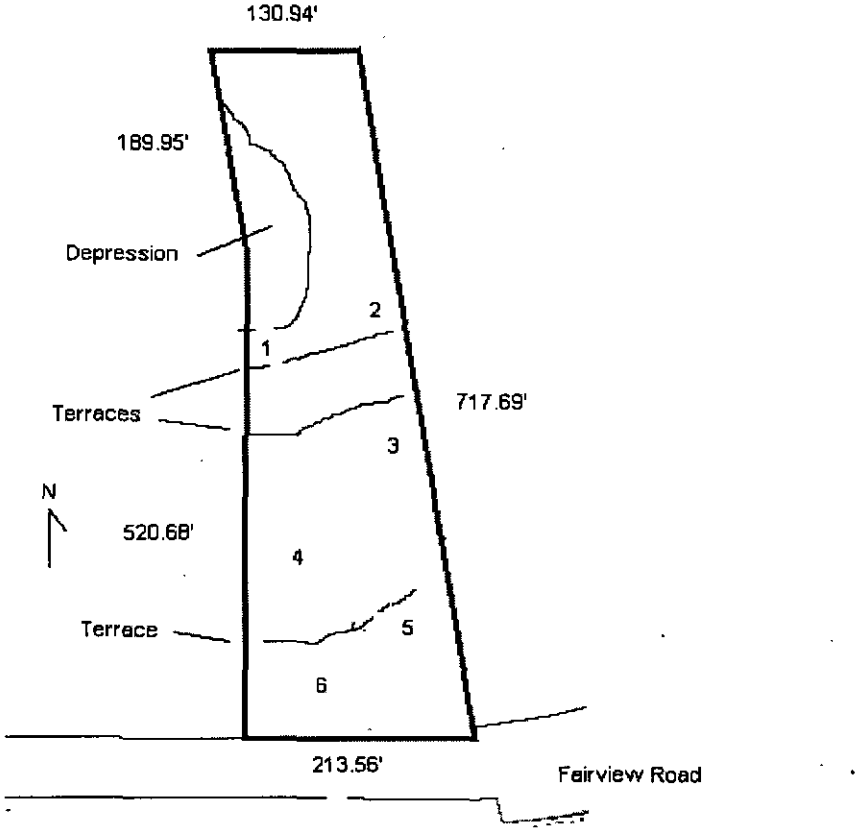
Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 2/16/2007,
Others Present:
Site Classification (.1948):
Site Evaluation By:
Others Present: DAVID CORNELIUS

COMMENTS:
Does not appear to be 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-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
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 Soil Evaluation Locations



FILE NUMBER: 6922B EHK 1027

SEPTIC FEE: 200 DATE: 2/6/07 SJC

Revised On: January 3, 2007

MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

APPLICATION NUMBER: 1867

WELL FEE: _____ DATE: _____

1. **SEPTIC / TYPE APPLICATION:** ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. **WELL / TYPE APPLICATION:** ☒ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. **JOB LOCATION INFORMATION:**

TAX PARCEL NUMBER: 139-012-04

STREET ADDRESS: 8519 Fairview Rd

CITY: Mint Hill

STATE: NC ZIP: 28227

SUBDIVISION NAME:

LOT #: LOT SIZE (acres): 2.73

TOWNSHIP:

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

4. **BUILDING INFORMATION:**

BUILDING TYPE:

☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☒ HOUSE ☐ OTHER _____

HEATED SQUARE FOOTAGE: 3000 sqft

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 4

FOUNDATION TYPE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. **IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION:** ☒ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. **WATER SUPPLY:** ☒ MUNICIPAL ☐ PUBLIC WELL ☐ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

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

8. **PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE** *(1-MOST DESIRED 5-LEAST DESIRED)*:

8A. RANK: ☒ ANY TYPE ☒ CONVENTIONAL 1 ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

9. **DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.**

BURIED CABLES, LANDFILLS, STUMPHOLES ☐ YES ☒ NO
EXISTING WASTEWATER SYSTEMS ☐ YES ☒ NO
WELLS, SPRINGS, OR WATER LINES ☐ YES ☒ NO
EASEMENTS OR RIGHT-OF-WAYS ☐ YES ☒ NO
GRADING/SOIL REMOVAL PERFORMED ☐ YES ☒ NO
JURISDICTIONAL WETLANDS ☐ YES ☒ NO
APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY ☐ YES ☒ NO
WASTEWATER OTHER THAN DOMESTIC SEWAGE ☐ YES ☒ NO

10. **PROPERTY OWNER:**

NAME: Helen Woods
ADDRESS: 2942 Temple Ln
CITY: Charlotte
STATE: NC ZIP: 28205
HOME PHONE:
MOBILE PHONE:
WORK PHONE:
FAX:

11. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:** Buyer

NAME: Jeffrey D. Todd
ADDRESS: 74 Lane Ave
CITY: W. Caldwell, NJ
STATE: ZIP: 07006
HOME PHONE:
MOBILE PHONE:
WORK PHONE: 862.485.0048
FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1/1/75
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 2/21/07

TIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:

ormation in this application is falsified, changed, or the site is altered, Improvement Permit and Authorization to Construct shall become I have read this application and certify that the information provided true, complete and correct. Authorized county and state officials are ight of entry to conduct necessary inspections to determine ce with applicable laws and rules. I understand that I am solely ble for the proper identification and labeling of all property lines and nd making the site accessible so that a complete site evaluation can med. The permit is valid for either 60 months or is non-expiring g upon the documentation submitted: complete site plan = 60 omplete plat = non-expiring.

Jeffrey D. Todd 1/29/07

Owner's or Owner's Legal Representative Signature Date

15. WELL PERMIT APPLICATION SIGNATURE SECTION:

If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

FILE NUMBER: 6922B & LK 1027

SEPTIC FEE: 200.00 DATE: 2/6/07 cyc

Revised On: January 3, 2007

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APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY ☐ YES ☒ NO
WASTEWATER OTHER THAN DOMESTIC SEWAGE ☐ YES ☒ NO

. PROPERTY OWNER:

ME: Helen Woods
DRESS: 2942 Temple Ln
Y: Charlotte
ATE: NC ZIP: 28205
ME PHONE: WORK PHONE:
BILE PHONE: FAX:

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NAME: Jeffrey D. Todd
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FAX:

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Jeffrey D. Todd 1/29/07
Owner's or Owner's Legal Representative Signature Date

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If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

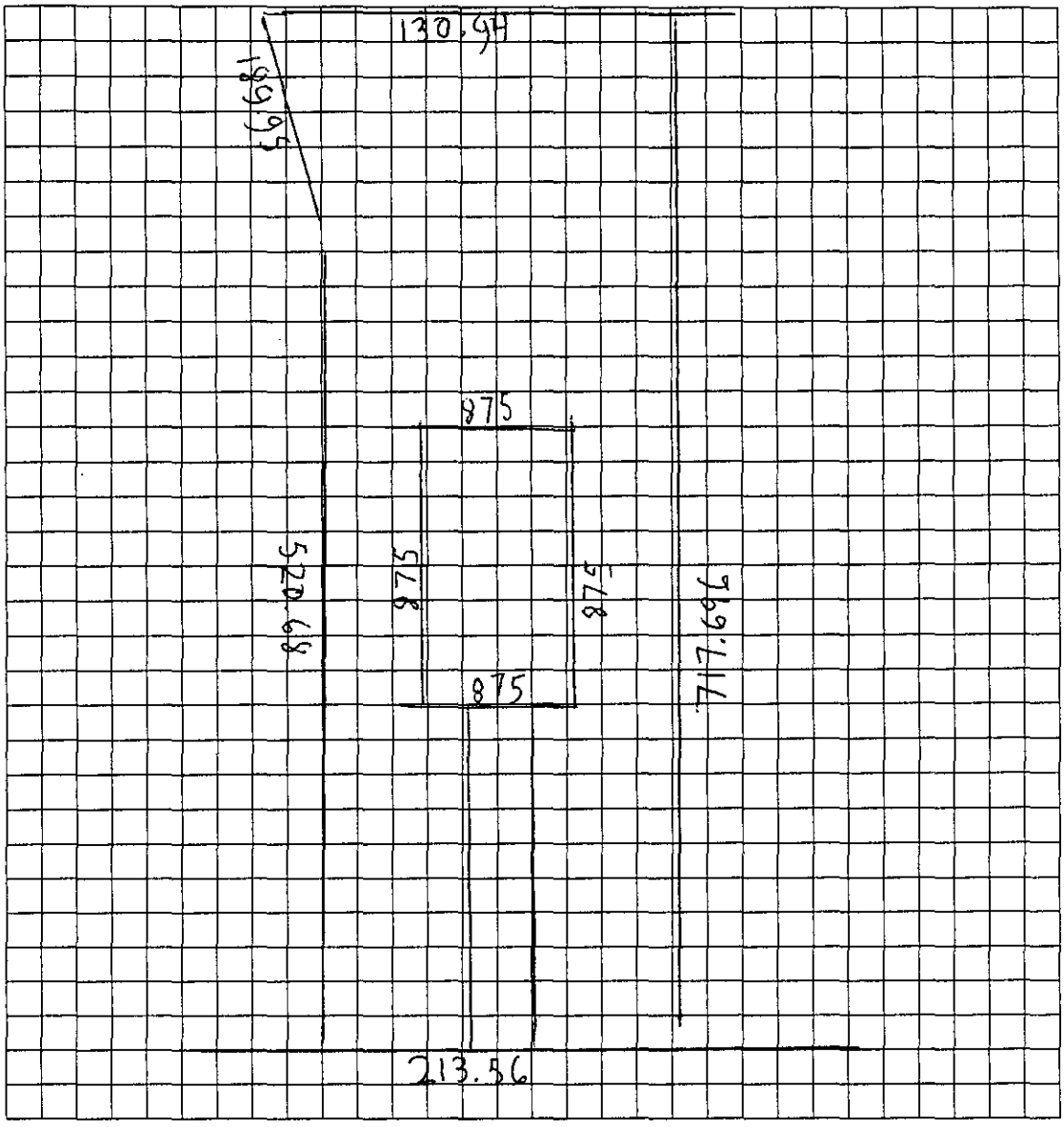
☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
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File # 16922 B
Date 2/6/07

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature Theresa Flannagan Rosanne Muller Allen Tate

Date 2/6/07

LBC 12/15/04

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, properly approved and recorded with the register of deeds as of the date of the contract. 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 (Form 2A3-T).

Jeffrey D. Todd, as Buyer, hereby offers to purchase and Helen Woods, 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 Mint Hill, County of Meck, State of North Carolina, being known as and more particularly described as: Street Address 8519 Fairview Rd Zip 28227
Subdivision Name ___
Plat Reference: Lot ___, Block or Section ___ as shown on Plat Book or Slide ___ at Page(s) ___ (Property acquired by Seller in Deed Book ___ at Page ___).
☒ All ☐ A portion of the property in Deed Reference: Book 1767 Page No. 263, Meck County
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 $ 200000. and shall be paid as follows:
(a) $ 2000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: ___ to be deposited and held in escrow by Allen Tate ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be 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) $ 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, 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) $ 193 005, BALANCE of the purchase price in cash at Closing.

3. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☒ Conventional ☐ Other: ___ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 90 % for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed ___ % 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 2.15.07 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 investment purposes ("Intended Use").
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements, and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: 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 loan 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 $ _____ 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 (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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

9. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 2-19-07, at a place designated by Buyer. The deed is to be made to _____.
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 2-19-07 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 _____ that this condition cannot be satisfied, **time being of the essence.**

☐ This contract is contingent upon ☒ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than 2-19-07, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

☐ 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 2-19-07. 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 _____, 20____, 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 a 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.)

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.

Date: 2/16/07 | Date: 1/17/07

Buyer _____ (SEAL) | Seller _____ (SEAL)

Date: _____ | Date: _____

Buyer _____ (SEAL) | Seller _____ (SEAL)

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

Date: _____ | By: _____ (Signature)

Selling Agent/Firm/Phone 127967 Rosanne Hollar / Theresa Rose-Flanagan 236090

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

Individual license #:

Listing Agent/Firm/Phone Ann Brem, Allen Jato 704/579-5963

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

Individual license #: 233137