

4907 PLEASANT WAY LN

20146120

12/31/2007

duponbj

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

DATE: August 23, 99

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

201-063-01 po
PARCEL NUMBER

4907 Pleasant Way Ln
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

n/a
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	✓ APPROVED	____ NOT APPROVED
2. FLOODWAY REGULATIONS	✓ APPROVED	____ NOT APPROVED
3. WATERSHED PROTECTION	✓ APPROVED	____ NOT APPROVED
4. COMERCIAL DRAINAGE PLAN	✓ APPROVED	____ NOT APPROVED
5. PUBLIC UTILITY EASEMENT	✓ PRESENT	____ NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	____ YES	✓ NO
7. DRIVEWAY PERMIT REQUIRED	____ YES	✓ NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	____ YES	✓ NO

REMARKS: address verification, new residence, lot 1

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

= NEW ADDRESS
REVISED 1/91

SIGNED: Nicole Stone

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

DATE: _____ PERMIT NO: 2830B
PARCEL NO: 201 063 01 PO

JOB LOCATION ADDRESS: Pleasant Way Ln
PROPERTY OWNER: George Grunt (pos buyer Ronald H Stack)
BUILDING CONTRACTOR: Ronald Stack
SUBDIVISION NAME: —
AUTHORIZATION ISSUED BY: Phillip S. Walker DATE: _____
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2830B, 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.

Ronnie Stack 4-9-99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 2B30B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 201 063 01 Po

- 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

.25 Long-term acceptance rate	360 Max gallons/day wastewater flow	1440 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
YES Serviced by private well	1500 Gallon septic tank	480' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	

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

Site modifications required:

Additional Conditions: .25 LTAR

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

1440 / 480' Absorption Area (Sq ft) / 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 t 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 Departme
- This Improvement permit is transferable.

Philo A. Walker JS — DEHNR Authorized Agent — Date

Ronnie Stack 4-9-99 — 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

IWWS-100195

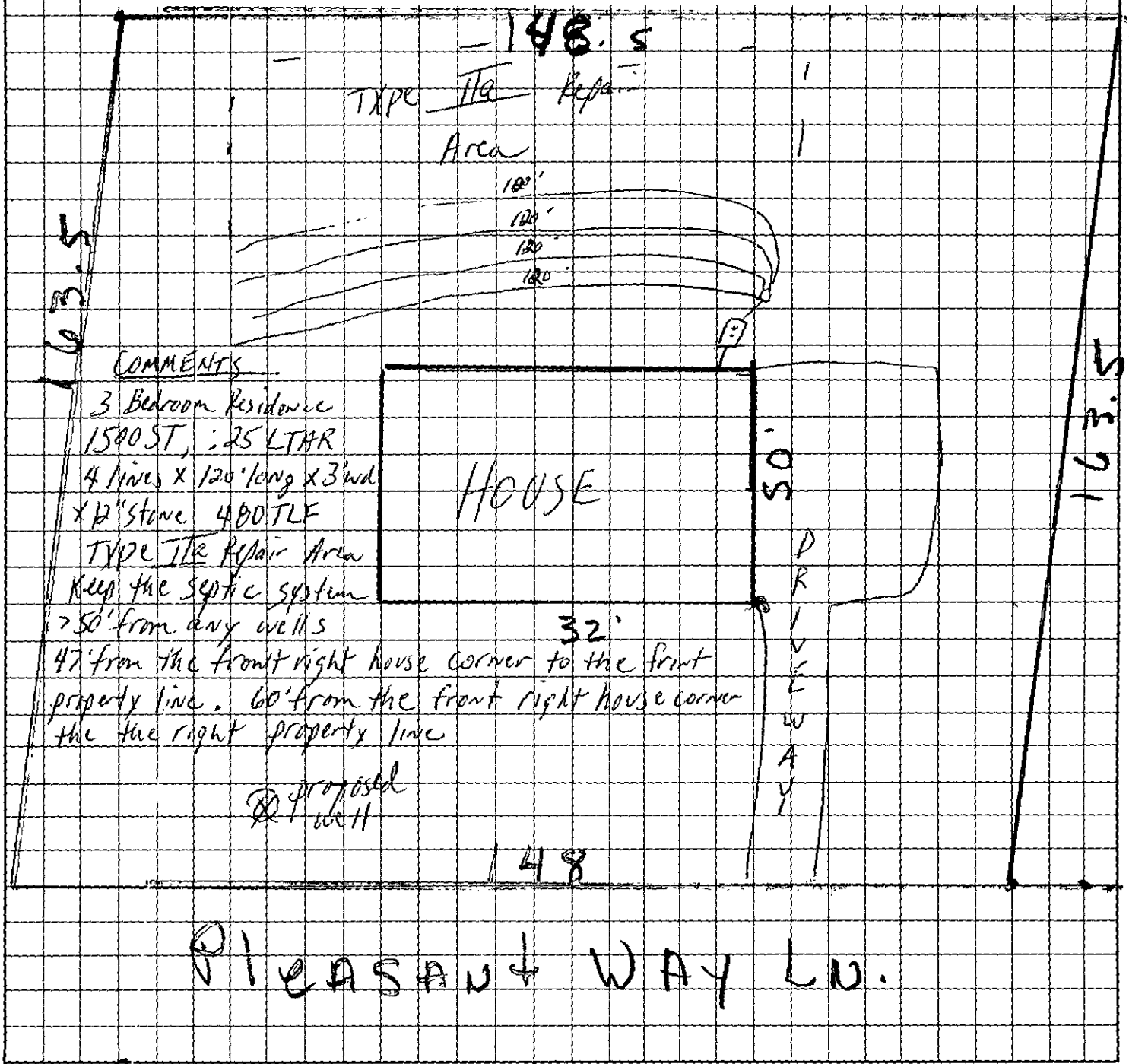
PROPOSED PLOT PLAN

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

FILE: 2830B

TC: 201-063-01 PO

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.



Ronald H. Stack
OWNER/AGENT SIGNATURE

DATE 2-4-99

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

#1

Sheet: _____
Property ID: Po 201-063-01
Lot #: #3
File #: 2630 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: George L. Graves APPLICANT: Ron Slatch
ADDRESS: Box 220666 Charlotte N.C. DATE EVALUATED: 1-26-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .55
LOCATION OF SITE: Pleasant Way Lane 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	.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/NP/SS/SP	7.46" TO 60:1 WETNESS	48"	N/A	None	PS .391 Fr IV
		3-48"	SBK/sl	FI/SE/NP/SP					
2	LS	0-4"	gr/cl	FR/SE/VS/SS/SP	7.46" TO 50:1 WETNESS	48"	N/A	None	PS .391 Fr III
		4-48"	SBK/sl	FI/SE/NP/SP					
3	LS	0-3"	gr/sl	FR/SE/NP/SS/SP	7.46" TO 50:1 WETNESS	48"	N/A	None	PS .391 Fr III
		3-46"	SBK/sl	FI/SE/NP/SP					
4	LS	0-4"	gr/sl	FR/SE/NP/SS/SP	7.48" TO 50:1 WETNESS	46"	N/A	None	PS .391 Fr III
		4-48"	SBK/sl	FI/SE/NP/SP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W.A. Weeks representative
OTHER(S) PRESENT: LSS 4-1-99

#3

FILE # 3630B

COMMENTS 100% Repair

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

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

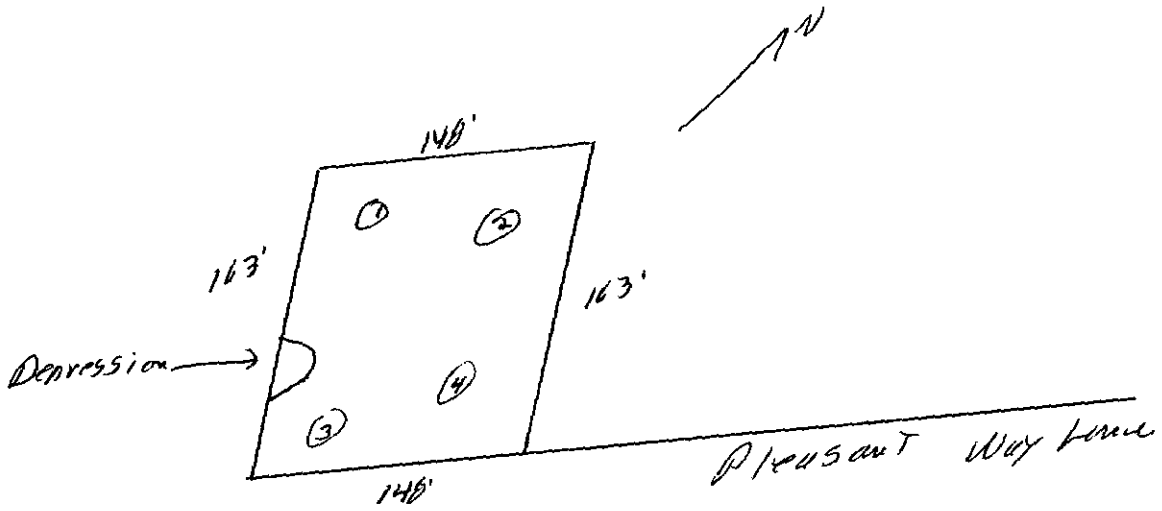
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



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

#2 (40)

Sheet: _____
Property ID: PO 201-063-01
Lot #: B
File #: 2830 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: George J. Saint — APPLICANT: Ronald Stuck
ADDRESS: Po Box 220886, Charlotte — DATE EVALUATED: 1-28-91
PROPOSED FACILITY: residence — PROPOSED DESIGN FLOW (.1949) 360gpd — PROPERTY SIZE: .5
LOCATION OF SITE: Pleasant Way Farms — PROPERTY RECORDED: _____
WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Augur Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 4-10% .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/lcl	Fr/SEXCP/SP	>48" TO 50:1 WETNESS	48"	N/A	None	PS .25gpf2 IV
		3-48"	SBK/c	F:/SEXP/SP					
2	LS	0-4"	gr/lcl	Fr/SEXCP/SP	>48" TO 50:1 WETNESS	48"	N/A	None	PS .25gpf2 IV
		4-48"	SBK/c	F:/SEXP/SP					
3	LS	0-3"	gr/lcl	Fr/SEXCP/SP	>48" TO 50:1 WETNESS	48"	N/A	None	PS .39gpf2 IV
		3-48"	SBK/c	F:/SEXP/SP					
4	LS	0-4"	gr/scl	Fr/SEXCP/SP	>48" TO 50:1 WETNESS	48"	N/A	None	PS .39gpf2 IV
		4-48"	SBK/c	F:/SEXP/SP					

DESCRIPTION	INTIAL SYSTEM * See Comments	REPAIR SYSTEM
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.25gpf2	.39gpf2

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Mullis 1-26-91
OTHER(S) PRESENT: LSS

2630B

COMMENTS Use .25 g/ft² if drainlines go behind house site - .3 g/ft² if drainlines go in front of house site 1100 Regmi

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

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

STRUCTURE

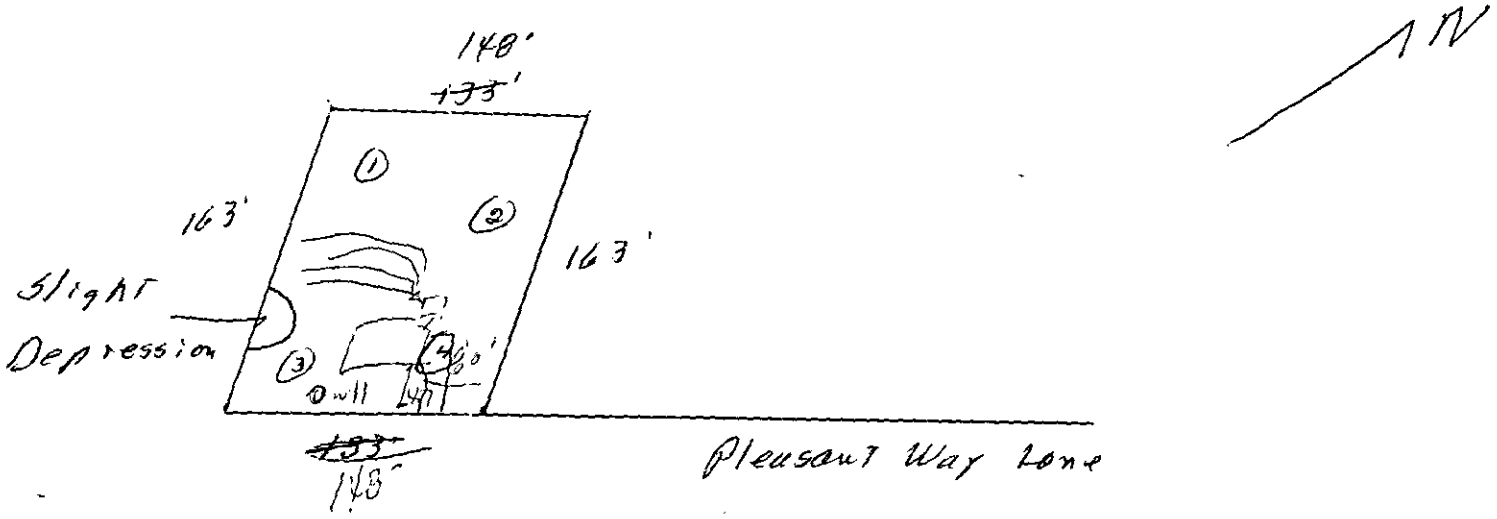
SG-SINGLE GRAIN
M-MASSIVE
CR-CRUMB
GR-GRANULAR
SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

Lot 3

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 1/13/99 100.00 CK 2371

DATE: 1/13/99

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

I 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 #: 28308

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 201-063-01 PP

STREET ADDRESS: 41 Shopton Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 3

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: 1600

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS: 4

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 1-18-99

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

PROPERTY OWNER:

NAME: (LAST) GRANT (FIRST) GEORGE (MI) L.

ADDRESS: PO Box 220888

CITY: CHARLOTTE STATE: NC 28222 ZIP:

DAYTIME PHONE: 704 372 4600

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) STACK (FIRST) RONALD (MI) HOWARD

DAYTIME PHONE: (704) 523-4738-P. 581-5596

5216 Valleystream Rd

Clt. N.C. 28209

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: Ronnie Stack DATE: 1-12-99

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

A120-10
R120-04

AGREEMENT TO SELL REAL ESTATE

George L. Gaunt / Barbara Fields-Gaunt, of P.O. Box 220888 Charlotte, N.C. 28222 as Seller, and Ronald Howard Stack, 5216 Valleystream Rd, Charlotte, NC as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Pleasant Way Lane Mecklenburg County, State of North Carolina: Being 1.5± a.cres consisting of the Gaunt property bordering Pleasant Way and extending 193.55 feet deep consistant with the other adjoing lots in the subdivisi

2. PURCHASE PRICE #40,000.00 Dollars. Method of Payment:

(a) Deposit to be held in trust by George L. Gaunt $1,000.00

(b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any, Mortgage holder: $ N/A
Interest ____% per annum: Method of payment ____

(c) Other: $ N/A

(d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). $ 39,000.00

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: None. Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

N/A 7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy ~~such infestation, including~~ repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may ~~elect to pay such~~ excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

N/A 8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are required either to correct leaks or to replace damage to facia or soffit, Seller shall pay up to three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

N/A 9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.

0 53926 20005 4

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Rev. 4/98

10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer. N/A

11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time. N/A

12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.

14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, ~~and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.~~

15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof. N/A

17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability. N/A

18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted. N/A

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the 18th day of January, 1999 (year), unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit. N/A

23. LEAD PAINT DISCLOSURE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." N/A

24. SPECIAL CLAUSES: Buyer will have percolation tests performed for three septic systems on the property. In the event property does not perc, Seller will refund Buyer's deposit and this contract will be voided.

COMMISSION TO BROKER: The Seller hereby recognizes _____ as the Broker in this transaction, and agrees to pay as commission _____% of the gross sales price, the sum of _____ Dollars ($_____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Barbara Grant 12/22/98 — Witness — Date

Ronald Howard Stark 12-22-98 — Buyer — Date

Julie M. Isaacs 12/16/98 — Witness — Date

Carter Fields Grant 12/16/98 — Seller — Date

Julie M. Isaacs 12/16/98

Carter Fields-Grant 12/16/98

Seller will have the property surveyed and furnish a copy of the survey to the Buyer.