

14841 BECKENHAM DR

1/11/2008

duponbj

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

EHS DC

Reviewer (CO)

6907B **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	Y									
.1937(d)	Is there a Site plan/Plat with application	Y									
.1937(d)	Is the Facilityshown?	Y									
.1937(d)	Are appurtenances shown	Y									
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	Y									
.1940 (a-g)	Slope % Recorded?	Y									
.1939 (a)(2)	Texture Class Recorded?	Y									
.1939 (a)(2)	Structure type Recorded?	Y									
.1939 (a)(2)	*Consistence* Recorded?	Y									
.1939 (a)(2)	Mineralogy Recorded?	Y									
.1939 (a)(3)	Soil Wetness Condition Recorded?	Y									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	Y									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Y									
.1939 (a)(6)	Sufficient Available Space Recorded?	Y									
.1937(m)	Are the Profile Locations Shown?	Y									
.1939(a) & .1945(b)	Are the S/PS Profiles in system & in repair area?	Y									
	Number of auger borings made:	4									
	Were sufficient auger borings made?	Y									
.1939(d), .1955, .1956, .1957	LTAR	.3									
	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial	Y									
.1945(b)	Proposed System Type stated-Repair	N/A									
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial	Y									
.1937(g) & .1945(b)	System components shown - Initial	Y									
.1945(b)	Repair area shown	Y									
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?	Y									
.1937 (f)(g)	**Is System design consistent with soil/site conditions?**	Y									
.1937 (f)(g)	Is the System located in the approved area?	Y									
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?	Y									
G.S. 130A-336(a)	**Number of Bedrooms, employees, seats, etc. indicated?**	Y									
.1937(g)	Trench depth indicated?	Y									
.1937(g)	Trench width indicated?	Y									
.1937(g)	Trench length indicated?	Y									
G.S. 130A-336(a)(1)	Proposed/existing well shown?	Y									
G.S. 130A-336(a)(1)	Property line lengths shown?	N									
G.S. 130A-336(a)	**Facility/appurtenance setbacks shown from fixed points?**	Y									
	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

SHOW PROP LINE LENGTHS ON PP PLAN

PROPOSED PLOT PLAN

1"=40'

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

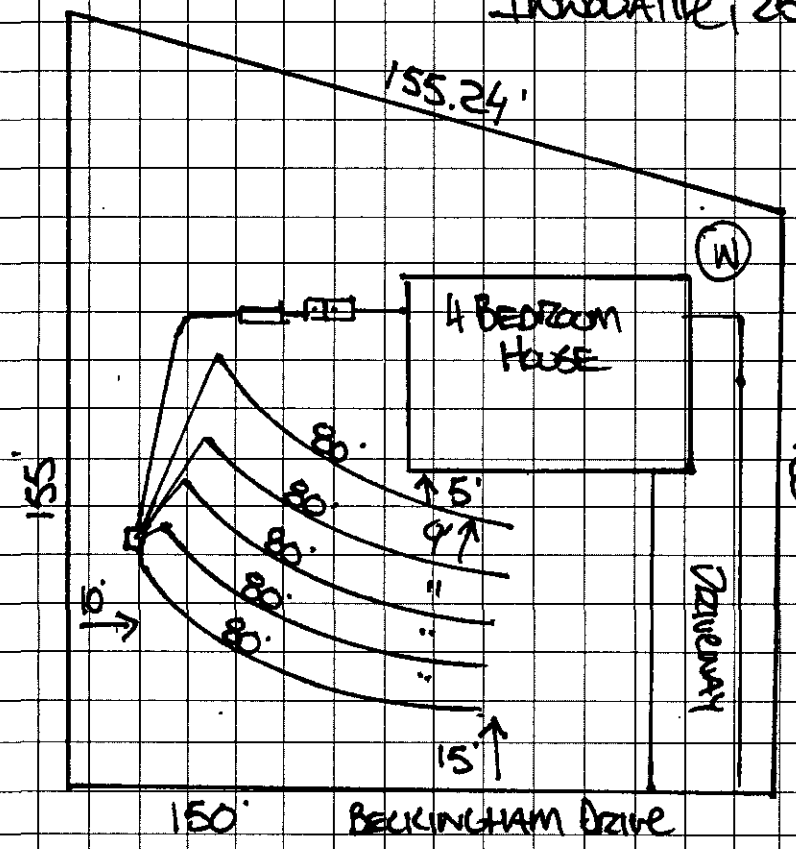
FILE: 6907B

TC: 139-343-09

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.

- SEPTIL SYSTEM DESIGN FOR A 4 BEDROOM HOUSE
- 480 GPD MAXIMUM.
- LTAR = 0.3 GAL/DAY/FT²

INNOVATIVE, 25% REDUCTION, TYPE IIB PG



- INSTALL 5 LINES @ 80' EA
- PLACE LINES LEVEL & ON CONTOUR.
- PLACE LINES ON 9' CTRS.

- 1500 GAL ST
- 1000 GAL PT
- PRESSURE MANIFOLD.

SETBACKS:
710' FROM PROPERTY LINE
75' FROM HOUSE
750' FROM WELL

* 100% REPAIR NOT REQUIRED.
* RECOMMEND PLACING SEPTIL & PUMP TANK BEFORE BUILDING HOUSE.
* WELL LOCATION MUST BE ACCESSIBLE FOR WELL DRILLING RIG.

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE 2/9/07

[signature], RS

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

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 #: **30001798** GWS File #: **6907B** Tax Parcel #: **139-343-09**

- 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):** 2/8/2012

Type of Installation: Residential - New System Lot Number: 199

Structure Type: HOUSE Size (ft^2): 1800 # Bedrooms: 4 # Occupants: 5

Building Foundation: Concrete Slab Water Supply: Private Well

II. Initial System Type: Pump to Shallow Placed Conventional **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): 0.3 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: 2/8/2007

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Permit #: **30001798** GWS File #: **6907B**

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.

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- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: David Cornelius

Signature: _____

Date Issued: 2/8/2007

Owner/Legal Agent: _____
Print Name

Signature: _____

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

Sheet: 1 of 2
Property ID: PO 139-343-09
Lot #: 199
File #: 6907B
AppID: 1798

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: John Harrington
Applicant: Mark Arrington
Address: 8303 Windfall Road, Springfield, Va. 22153
Date Evaluated: 1/19/07
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .49a
Location of Site: Beckenham Drive
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] 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, 15	0-5	GR/CL	FR/SEXP/SS/SP	>50" TO SOIL WETNESS	50	N/A	NONE	PS, IV
		5-50	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-8	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	"
		8-49	SBK/C	FI/SEXP/S/P					
3	"	0-7	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		7-48	SBK/C	FI/SEXP/S/P					
4	"	0-6	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
					SITE LTAR .3GPD/FT^2				

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

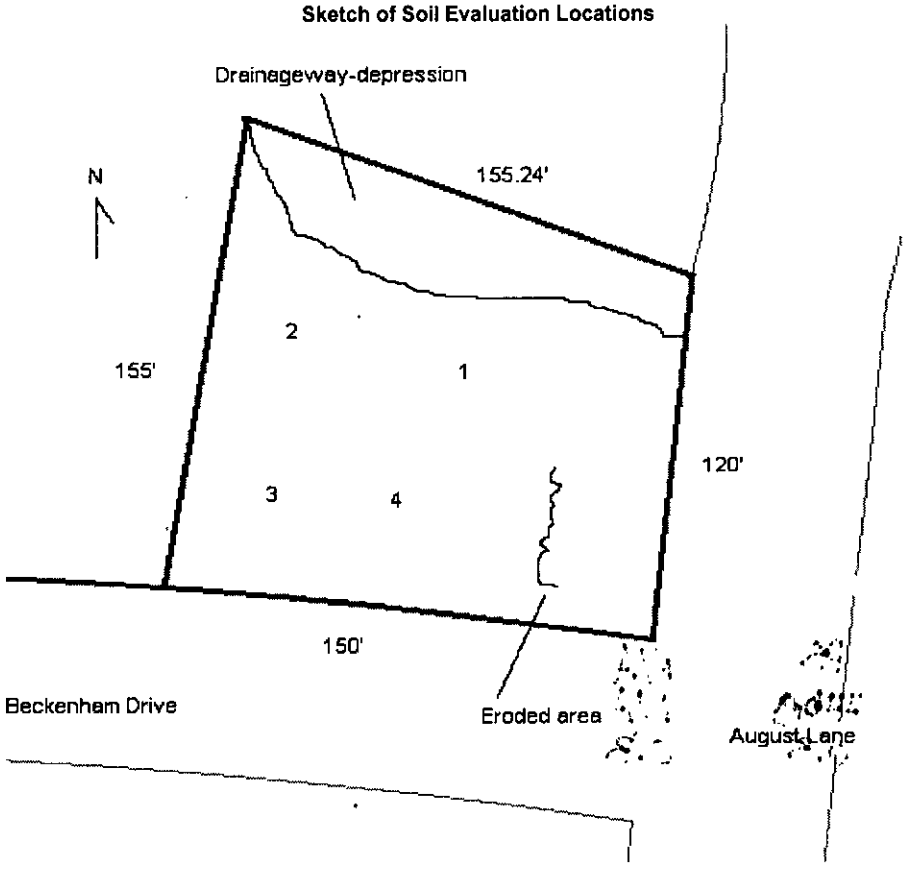
Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 1/22/2007,
Others Present:
Site Classification (.1948):
Site Evaluation By:
Others Present:

COMMENTS:
Lot should not 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: 69078

SEPTIC FEE: 200 CK 1135
DATE: 1/11/07 PC

Revised On: January 3, 2007

APPLICATION NUMBER: 1798

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

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: 139-343-09 PO
STREET ADDRESS: 14841 Beckenham Drive
CITY: Charlotte
STATE: NC ZIP: 28227
SUBDIVISION NAME: Arlington Forest
LOT #: 199 LOT SIZE (acres): 0.912
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: 1800
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 5

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

10. PROPERTY OWNER:

NAME: John Harrington
ADDRESS: 8303 Windfall Road
CITY: Springfield
STATE: VA ZIP: 22153
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

NAME: Mark Arrington
ADDRESS: 14821 Beckenham Drive
CITY: Charlotte
STATE: NC ZIP: 28227
HOME PHONE: 704-573-4668 WORK PHONE: 704-523-2112
MOBILE PHONE: 704-614-9453 FAX: 704-523-1315

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1975
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? ~~February~~ 2, 2007

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:

If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct 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 either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

X Mark P. Arrington 1.11.07
Property 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

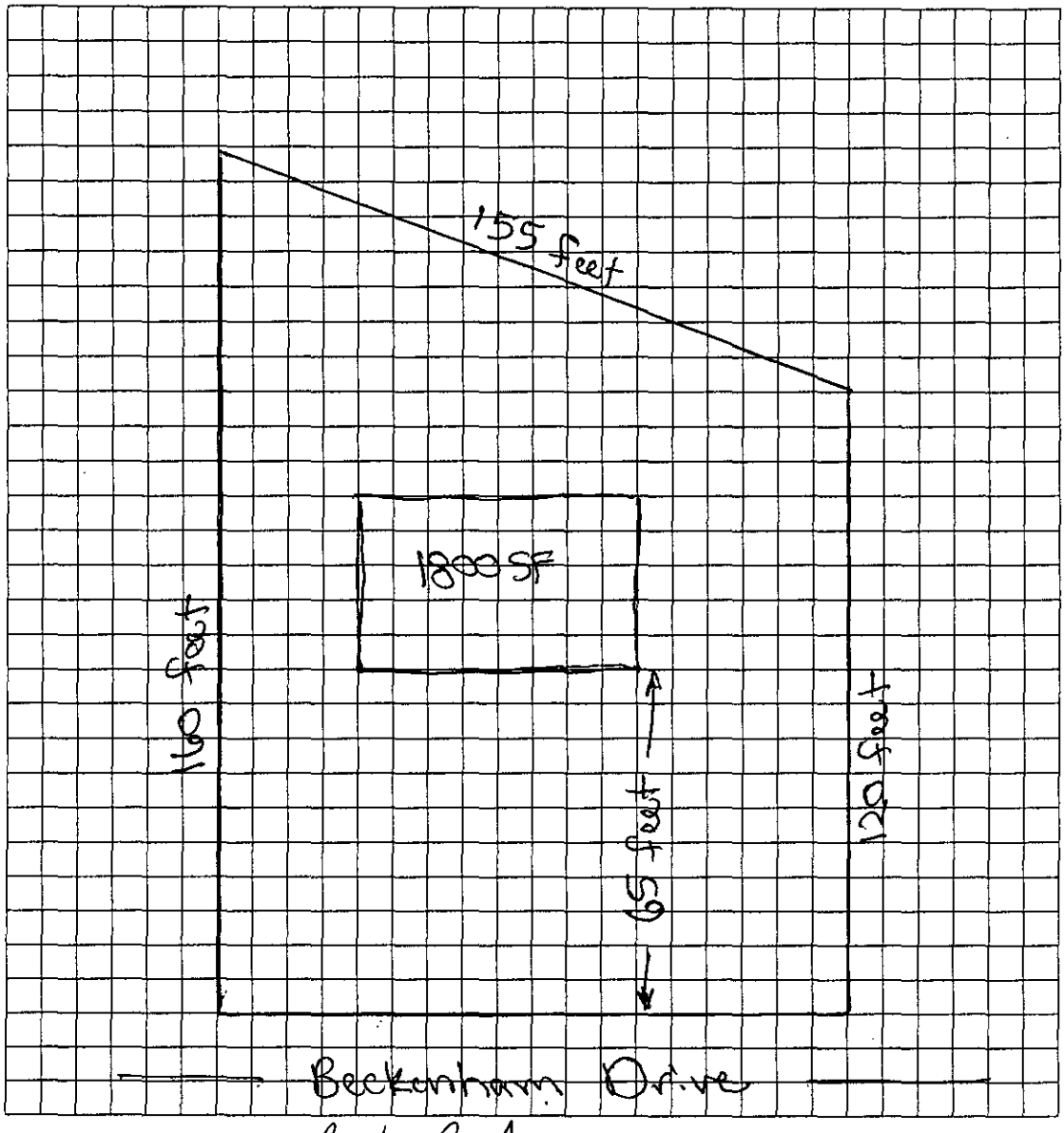
MECKLENBURG COUNTY-GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211, CHARLOTTE, NC 28202 PHONE: (704) 336-5103 FAX: (704) 336-6894

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

File # 69178
Date_____

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	Mark P. Ritzman
Date	1-11-07

LBC 12/15/04

OFFER TO PURCHASE AND CONTRACT

Mark P. Arrington Roberta B. Arrington, as Buyer, hereby offers to purchase and John P. Harrington Catherine G. Harrington, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 14841 Beckenham Dr. Charlotte NC Zip 28227 Legal Description: L99+200 BB M10-139
(☑ All ☐ A portion of the property in Deed Reference: Book 02491, Page No. 027, Mecklenburg 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: none

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

4. **PURCHASE PRICE:** The purchase price is $ 31,000.00 and shall be paid as follows:
(a) $ 500.00, 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) $ —, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ —, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 23. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).
(d) $ —, 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) $ —, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) $ 30,500.00, 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) ☐ Conventional ☑ Other: Cash Sale loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of — (plus any financed VA Funding Fee or FHA MIP) for a term of — year(s), at an initial interest rate not to exceed —% per annum, with mortgage loan discount points not to exceed —% of the loan amount. Buyer shall apply for said loan within — 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 — 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.
(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.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: none

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

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

8. 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 $ 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.

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

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the 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.

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

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

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

☑ **ALTERNATIVE 1:**

(a) Property Inspection: Unless otherwise stated herein, 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 Jan. 26, 2007 (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within 2 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.

(b) 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 none, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) Repairs: Pursuant to any inspections in (a) and/or (b) 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, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air **(as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air)**. If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate obtained by Buyer of the total cost of repairs required by (a) and (b) and/or remediation required by (d) above equals or exceeds $ 0, then Buyer shall have the option to terminate this contract pursuant to this Cost of Repair Contingency no later than seven (7) days following the Inspection Date and all earnest monies shall be refunded to Buyer.

(f) 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 n/a. The cost of the appraisal shall be borne by Buyer.

(g) 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 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged ("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 wavier of any rights Buyer has under paragraph 5. 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.

14. 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.

15. 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 Feb. 2, 2007, at a place designated by Buyer. The deed is to be made to Mark P. and Roberta B. Arrington.

16. 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.

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

- Contract subject to perk test for 4 bedroom, 3 bath house on each lot
- Additional Provisions Addendum

18. 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 refunded 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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: 1.6.07 Date: _____

Buyer Mark P. Arrington (SEAL) Seller _____ (SEAL)
Mark P. Arrington John P. Harrington

Date: 1-06-07 Date: _____

Buyer Roberta B. Arrington (SEAL) Seller _____ (SEAL)
Roberta B. Arrington Catherine G. Harrington

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

Date 1/6/07 Firm: Allen Tate

By: Susan L Ferguson
(Signature)

Selling Agent/Firm/Phone Susan Ferguson Allen Tate / 704-699-1191
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Deanna Slep ReMax Executive / 704-737-5660 704-737-5660
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent