

8009 ALLENWICK CR

13905732

1/7/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 4592B DATE: 12-21-01

TC: 139-057-32 X L Y CRT

SERIAL Nº 18456

Name of Owner GARRY ELLIOT Juris.:

Address of Property 8009 ALLENWICK CIRCLE

Inspection Data:

Tank Material PCC

Total Length of Drainfield 100'

Number of Lines 4 @ 100

Cover Depth 12"

Water Supply Source PUBLIC

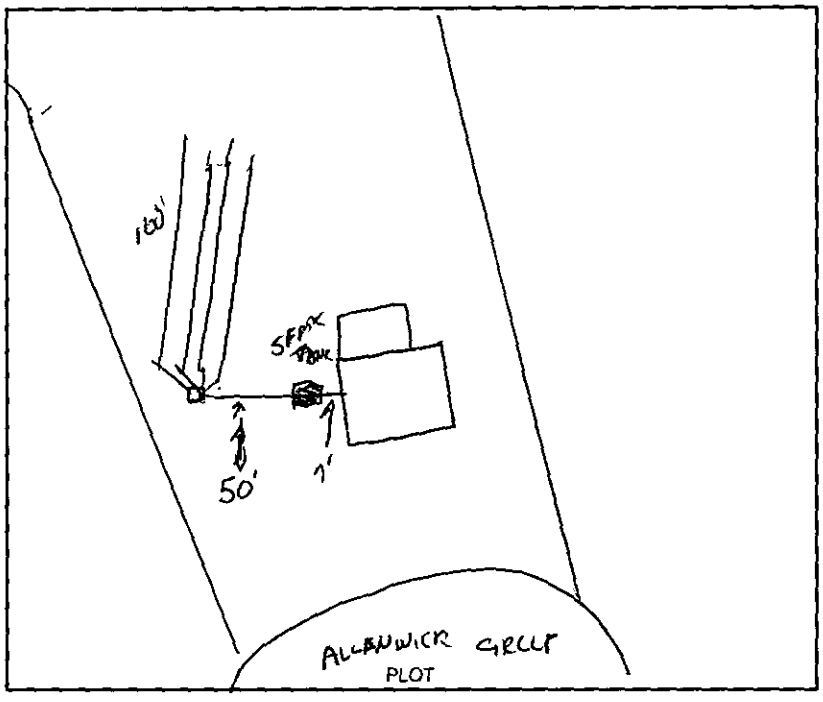
Distance to Water Source A >10'

Excavation Inspected 12-21-01

Tank(s) Inspected 12-21-01

Wash Line Inspected —

High Water Alarm Inspected —



Design 1500 ST 1200 SFT CON 1&G CTR# BOB McCARVER

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: TYPE II

Environmental Health Specialist

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

Paid in full

FEE: 390 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 5/24/01 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE** ACS X

DATE: 5-15-01 PERMIT NO: 4592B
PARCEL NO: 139-051-32

JOB LOCATION ADDRESS: 8009 ALLENWICK CIRCLE
PROPERTY OWNER: GARRETT ELLIOT
BUILDING CONTRACTOR:
SUBDIVISION NAME: GLENCROFT LOT #16
AUTHORIZATION ISSUED BY: [signature] DATE: 5-15-01
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4592B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

X Garrett Elliot 5/24/01
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number 4592B

Tax Number: 139-052-32

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

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

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

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

3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NO Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: SEE PLOT PLAN

Repair Area System Type Type (circle one): I (II) III IV V VI	X 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

200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	30" Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

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

5-15-01
DEHNR Authorized Agent — Date

X Garit Elliot
Owner/Agent Signature

5/24/01
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

PROPOSED PLOT PLAN

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

FILE: 4592B

TC: 139-057-32

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.

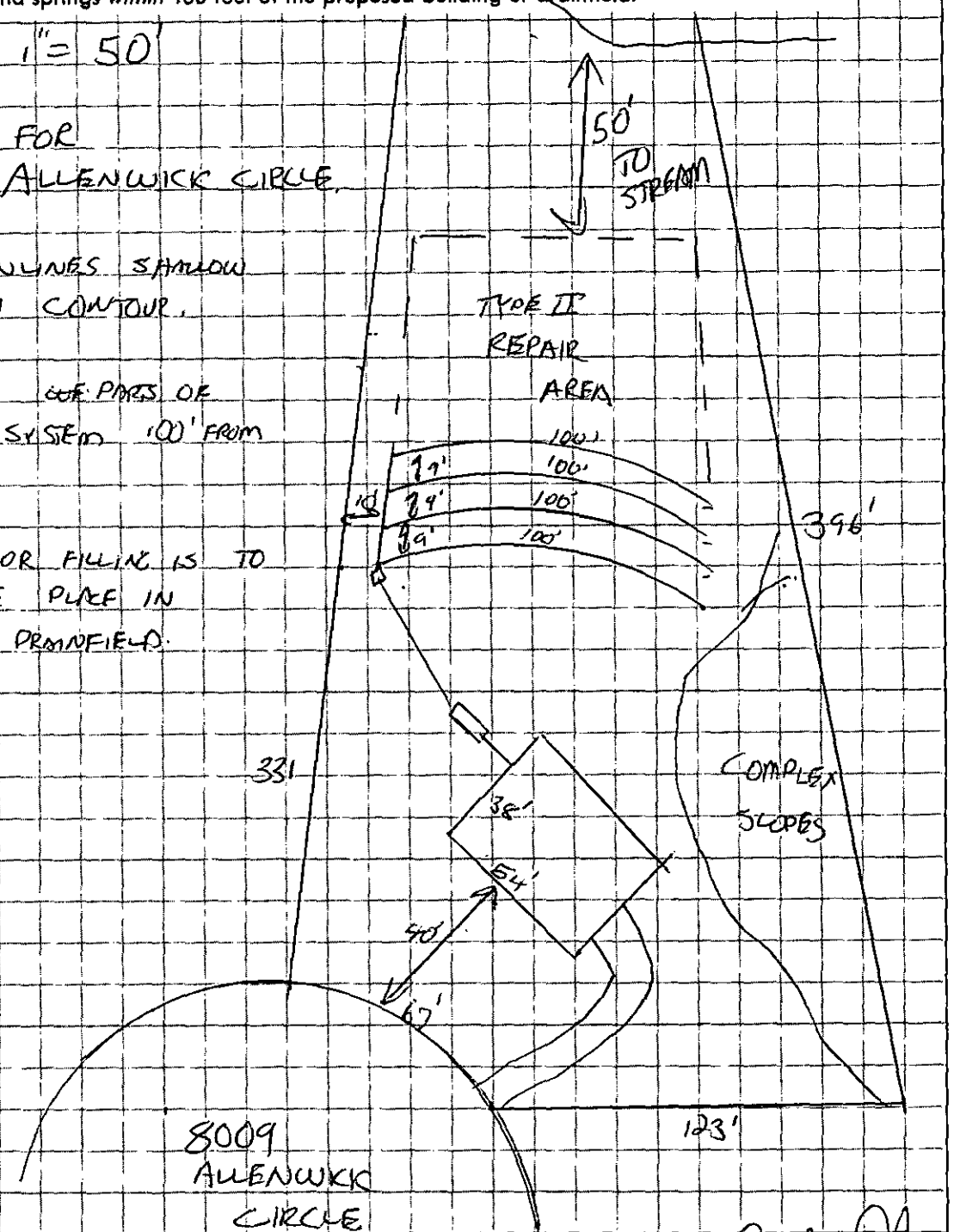
SCALE 1" = 50'

PERMIT FOR
8009 ALLENWICK CIRCLE.

(1) INSTALL DRAINLINES SHALLOW 30" AND ON CONTOUR.

(2) LOCATE ALL ~~OF~~ PARTS OF SEPTIC TANK SYSTEM 100' FROM ALL WELLS.

(3) NO GRADING OR FILLING IS TO ~~ALLOWED~~ TAKE PLACE IN AREA OF DRAINFIELD.



APPROVAL DATE 5-15-01

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

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

AC #2

Sheet: _____
Property ID: 139-057-32
Lot #: 16
File #: 4592B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Glencroft Assoc. APPLICANT: June Connor
ADDRESS: 131 Providence Road, Charlotte DATE EVALUATED: 4-23-01
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .96
LOCATION OF SITE: 809 Allenwick Circle PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☒Other shared well
EVALUATION METHOD: ☑Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope % (Slope 2-12%)	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-10"	gr/cl	Fr/SEXPlSS/SP	>42" TO soil wetness	42"	N/A	None	PS .39lF2 IV
		10-39"	SBK/C	F/SEXPlS/P					
		39-42"	SBK/SCl	Fr/SEXPlSS/SP					
2	LS	0-3"	gr/cl	Fr/SEXPlSS/SP	>48" TO soil wetness	48"	N/A	None	PS .39lF2 IV
		3-48"	SBK/C	F/SEXPlS/P					
3	LS	0-4"	gr/cl	Fr/SEXPlSS/SP	>50" TO soil wetness	50"	N/A	None	PS .39lF2 IV
		4-50"	SBK/C	F/SEXPlS/P					
4	LS	0-3"	gr/cl	Fr/SEXPlSS/SP	>48" TO soil wetness	48"	N/A	None	PS .39lF2 IV
		3-48"	SBK/C	F/SEXPlS/P					
5	LS	0-2"	gr/cl	Fr/SEXPlSS/SP	>48" TO soil wetness	48"	N/A	None	PS .39lF2 IV
		2-39"	SBK/C	F/SEXPlS/P					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.39lF2	.39lF2

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. A. Mullin LSS 4-24-01
OTHER(S) PRESENT: _____

FILE # 4592B

COMMENTS 1007 Report

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

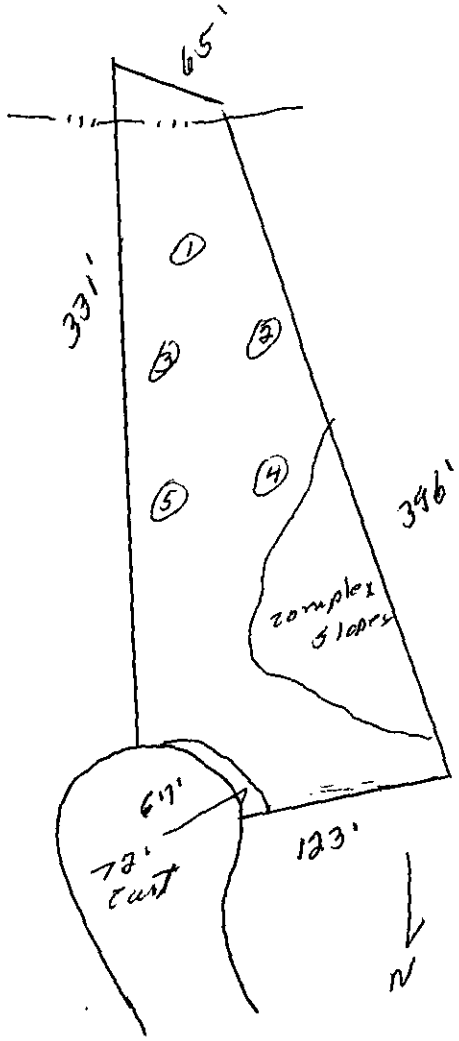
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Allenwick Circle

FEE: _____

DATE: _____

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

Paid 4/19 ck# 1044
200 - RR
Bill
( ) CRT

TYPE APPLICATION: X NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 4592 B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 13905732

STREET ADDRESS: 8009 Allenwick Circle

SUBDIVISION OR MOBILE HOME PARK NAME: Glencroft

LOT NUMBER: Lot 16

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: ~2400

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
X CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: Glencroft Associates Inc
(LAST) (FIRST) (MI)

ADDRESS: 131 Providence Rd

CITY: Charlotte STATE: NC ZIP: 28207

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Conner, Jane
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 543-5892

mobile 704 451-7799

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 11/11/99

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: Garit Elliot DATE: 4/19/01

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

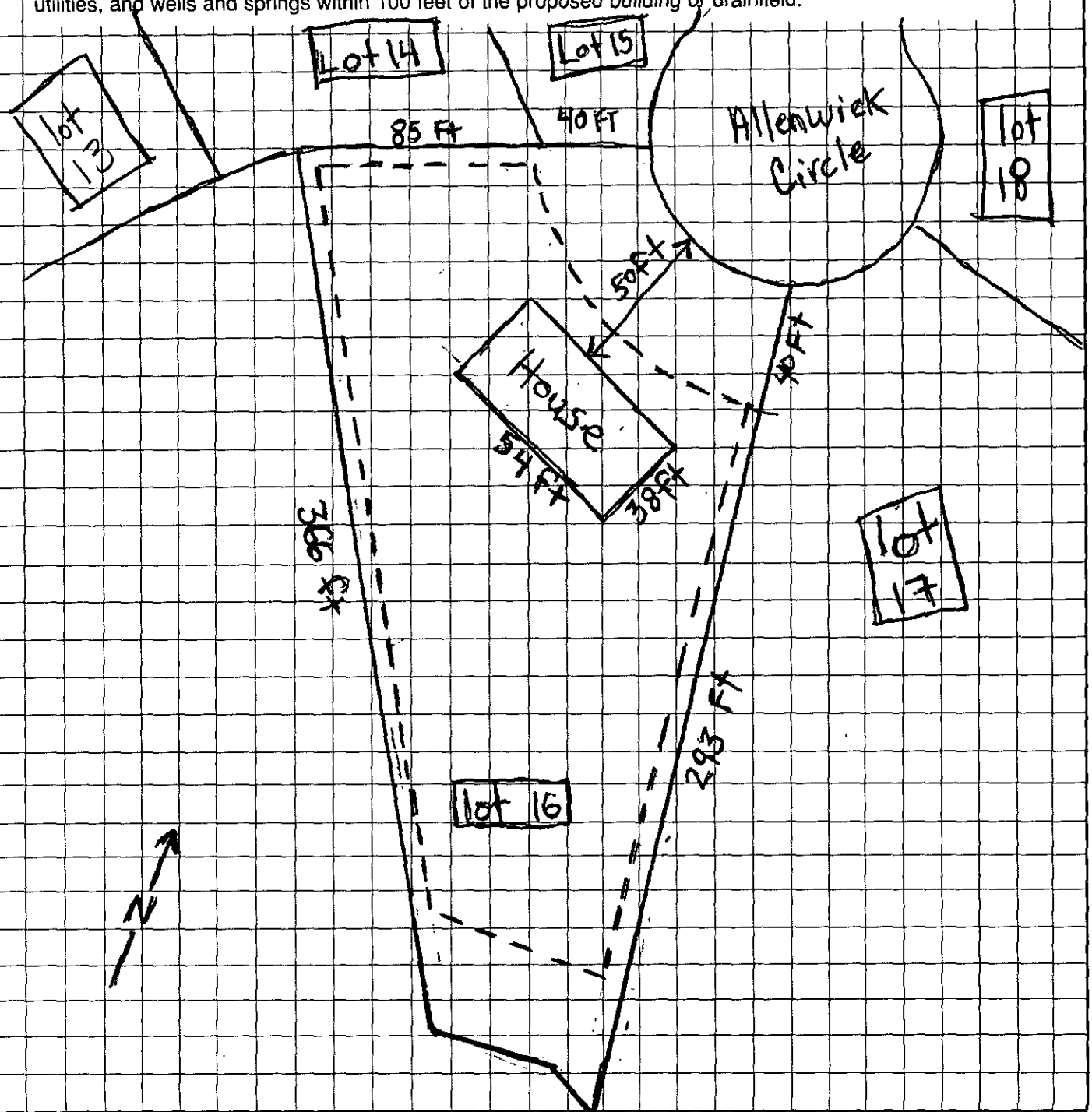
PROPOSED PLOT PLAN

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

FILE: _____

TC: _____

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.



Gaint Elliot
OWNER/AGENT SIGNATURE

DATE 4/19/01

APPROVAL DATE _____

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

PANTHER REALTY

OFFER TO PURCHASE AND CONTRACT

[illegible] as Buyer, hereby offers to purchase and [illegible] 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 [illegible], County of [illegible], State of North Carolina, being known as and more particularly described as:
Street Address [illegible] Zip [illegible]
Legal Description: [illegible]
All ☐ A portion of the property in Deed Reference: Book [illegible] Page No. [illegible] [illegible] 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: [illegible]

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: [illegible]

4. PURCHASE PRICE: The purchase price is $[illegible] and shall be paid as follows:
(a) $[illegible], EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: [illegible] to be deposited and held in escrow by [illegible] [illegible]
NOTE: [illegible]
(b) $[illegible], ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than [illegible]
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $[illegible], BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $[illegible], BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $[illegible], BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: [illegible]

6. SPECIAL ASSESSMENTS: [illegible]

7. PRORATIONS AND ADJUSTMENTS: [illegible]

8. CLOSING EXPENSES: [illegible]

9. FUEL: [illegible]

10. EVIDENCE OF TITLE: [illegible]

11. LABOR AND MATERIAL: [illegible]

North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer initials [illegible] Seller initials [illegible]

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

[illegible]

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

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

Date: April 2, 2001 Date: 4-11-01

Buyer: Gavit Elliot (SEAL) Seller: Glencroft Assoc Inc (SEAL) By: [illegible], Pres.

Date: April 2, 2001 Date: ______

Buyer: Kirsten Elliot (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: April 2, 2001 Firm: Panther Realty LLC

By: Michelle Keenan

Selling Agent/Firm/Phone: [illegible]

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

Listing Agent/Firm/Phone: [illegible]

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

PANTHER REALTY

ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are agreed with an "X" shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____ on or before _____ ☐ AM ☐ PM, at which time it will be withdrawn by the Buyer, whichever occurs first.

2. N/A **INTEREST BEARING TRUST ACCOUNT:** Any earnest money deposited by Buyer may be placed in the Listing Broker's trust account or the closing agent's trust account as provided in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the party entitled to receive the earnest money deposit as consideration for the expenses involved in maintaining such accounts and records established pursuant to this provision.

3. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department that the Property is "SUITABLE" for a conventional ground absorption sewage system for a _____ bedroom home, or _____ gallons per day facility, _____ at costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and the earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of May 4, 2001.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____ single family residence and/or 2,500 sq. ft. of floor area. All costs and expenses of said evaluation shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of May 4, 2001.

5. N/A **FLOOD HAZARD:** Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before midnight of May 4, 2001. In any event, the cost of the appraisal shall be borne by the Buyer.

7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract for the Buyer's real property located at _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not entertain any secondary offers. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____ true and complete copies of all existing leases, rental agreements, month-to-month tenancies, verbal statements of all tenants, agreements, statement of all tenants deposits, current defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is received by the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the above time period, this contract shall be terminated and all monies made shall be returned to Buyer.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $ _____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Grant Elliot (SEAL) Date: April 2, 2001

Buyer: Kimm Elliot (SEAL) Date: April 2, 2001

Seller: Cheyenne Assoc. Inc. Date: _____

Seller: _____ (SEAL) Date: _____

This Standard Form has been approved jointly by the NORTH CAROLINA BAR ASSOCIATION, INC. and NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. Standard Form No. 2-A-11 Copyright © 1999

BUYER AGENT'S CONFIRMATION OF AGENCY RELATIONSHIP AND OFFER OF COMPENSATION

[See reverse side for Guidelines on proper use of this form]

THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF ANY OFFER TO PURCHASE AND CONTRACT. IT SHALL NOT BE CONSTRUED TO AFFECT OR MODIFY ANY LISTING AGREEMENT ENTERED INTO BETWEEN THE LISTING AGENT AND THE SELLER.

BUYER: Garrett B. Elliot and Kirsten T. Elliot
SELLER: Rivercraft Associates, Inc.
PROPERTY: 6006 Arrowfield Circle

Regarding any negotiations between Buyer and Seller for the Property, Buyer Agent and Listing Agent (or Seller, if the Property is not listed) confirm the following:

1. **AGENCY RELATIONSHIP.**
(a) Buyer Agent hereby confirms that Buyer Agent is acting solely as the agent of Buyer, and in this capacity (i) has not acted as the agent or subagent of the Seller or the Listing Agent; (ii) owes fiduciary duties only to the Buyer in this transaction; and (iii) has not acted as a dual agent for Seller and Buyer.
(b) If the Property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent hereby expressly rejects any implied or express offer by Seller or Listing Agent of any agency or subagency relationship.

2. **FEE ARRANGEMENT.**
(a) Listing Agent (or Seller, if the Property is not listed) hereby confirms that its offer of compensation to Buyer Agent regarding any sale of the Property to Buyer shall be as follows: 3% of gross sales price.

This offer of compensation is unconditional except that Buyer Agent's entitlement to such compensation is determined by Buyer Agent's performance as the procuring cause of any sale of the Property to Buyer. Payment of said fee to Buyer Agent shall not create any agency or subagency relationship between Buyer Agent and either Seller or Listing Agent.
(b) If Buyer Agent has received or is to receive any other fee(s) in connection with the sale of the Property, Buyer Agent hereby confirms that such fee(s) are as follows: _____

Buyer Agent (Firm): Panther Realty LLC
By: Michelle Keenan (Michelle Keenan) Date: March 22, 2001
Listing Agent (Firm) (or Seller, if Property is not listed): Allen Tate Charlotte
By: Jane Cannon (Jane Cannon) Date: March 23, 2001

ACKNOWLEDGEMENT BY BUYER AND/OR SELLER (*Optional* — see Guidelines)

Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.
Seller: Rivercraft Assoc. Inc. Seller: _____
Date: 4-11-01 Date: _____

Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.
Buyer: Garrett Elliot Buyer: Kirsten Elliot
Date: March 22, 2001 Date: March 22, 2001

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