ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625

BLDR-2022-7222

PERMIT # AP323526

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4637 -35 -3497

APPLICANT/OWNER: Courtney Frantz

APPLICANT ADDRESS: 7072 Burgundy Lane Denver NC 28037

SITE ADDRESS: 294 Whippoorwill Rd Mooresville. NC

PHONE: 704 794-8391 ALT. PHONE

SITE DIRECTIONS: Hwy 150 to Lake Norman High School to Whippoorwill

SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: Whippoorwill Woods SECTION: - LOT # 47 LOT AREA:

DESIGN FLOW: 360 L.T.A.R.: .30

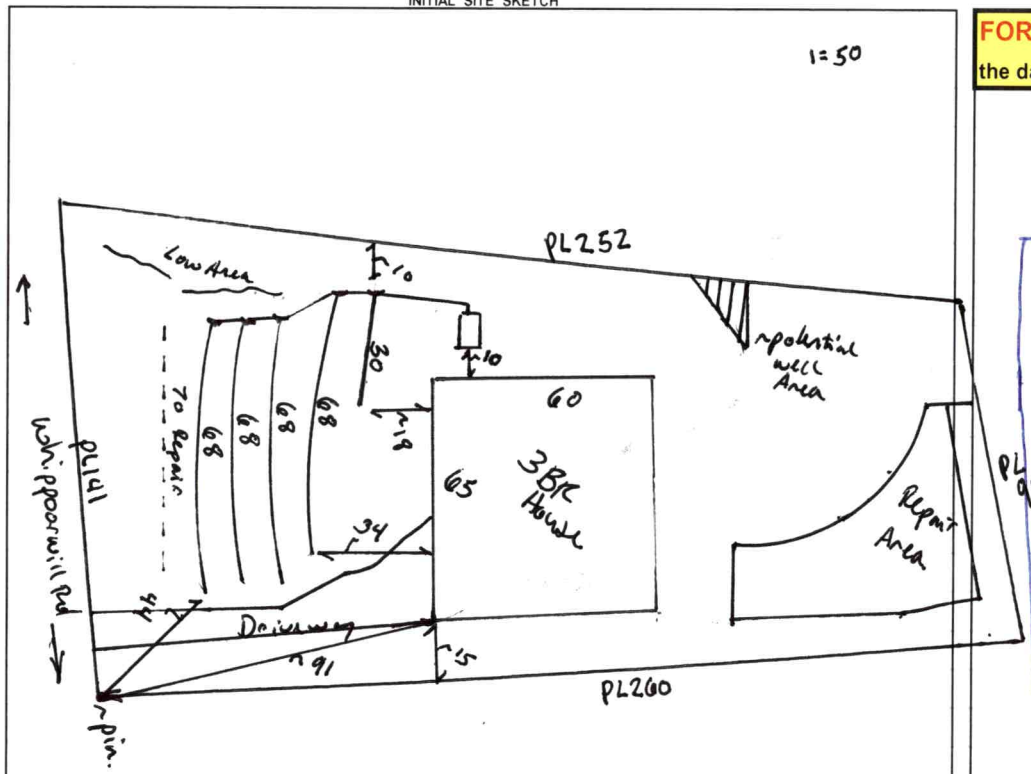
Septic Tank	1000	(gal)	STB	1012	Date	7/15/23	☒ New System	☐ Repair	☐ Expansion	System Type: I II (III) IV V VI	
Pump Tank		(gal)	PT		Date		System Description:	Gravity 25% Reduction			
Pump Make		Model			Serial #		Repair System Description:	LP-PPBPS- 50% Reduction			
# Nitrification Fields	1	# Lines	5		Linear Ft	302	Maintenance Agreement Required:	☐ YES	☒ NO		
Trench Width	36in	Trench Bottom Depth ~~(Lowside)~~	36in max		Gravel Depth	-		☒ GRAVITY	☐ PRESSURE		

☒ Residence	No. Bedrooms	3	Water Supply
☐ Business	No. Persons	6	☒ Private
☐ Other	No. Employees		☐ Public
☐ Slab	☒ Crawl Space		☐ Community
☐ Basement w/ plumbing			☐ Basement w/o plumbing

Comments / Conditions: Install Septic Drainlines on the contour of the Land. Do not Drive pave pave grade or bury utilities in Drainfield Area.

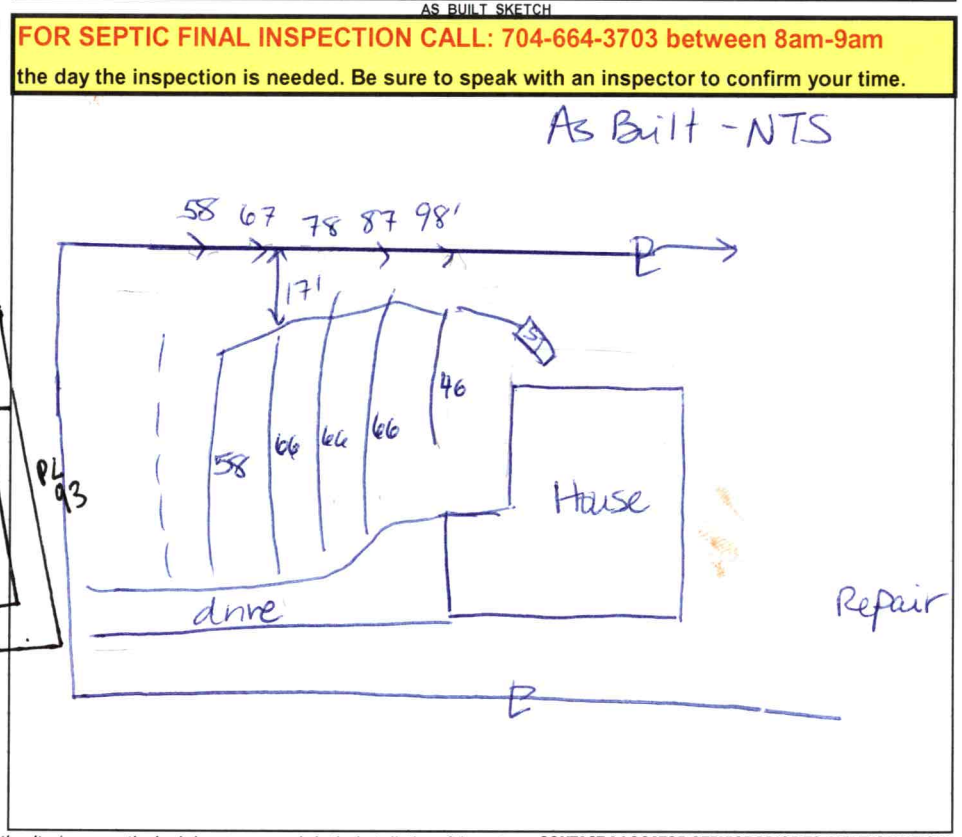
MUST construct house inside house box

INITIAL SITE SKETCH



AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.



Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

☐ **IMPROVEMENT PERMIT** ***with plat*** *valid without expiration.* ☒ **IMPROVEMENT PERMIT** ***with site plan*** *valid for 60 mos.* ☒ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Courtney Ann Frantz Date: 10-17-2022 Installed by: Dellinger Grading

IMPROVEMENT PERMIT by: Benjamin A. Botts Date: 10-13-2022 OPERATION PERMIT by: D. Meberg Date: 9/21/23

AUTHORIZATION TO CONSTRUCT by: D. Meberg Date: 10/28/22 Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet ____ *of* ____
PROPERTY ID #: _____
COUNTY: _____

SOIL/SITE EVALUATION
***for* ON-SITE WASTEWATER SYSTEM**
(Complete all fields in full)

OWNER: Courtney Fontz
ADDRESS: 294 Whippoorwill
PROPOSED FACILITY: 4BR
PROPOSED DESIGN FLOW (.1949): _____
LOCATION OF SITE: _____
APPLICATION DATE: 12-1-2021
DATE EVALUATED: 1-6-22
PROPERTY SIZE: _____
PROPERTY RECORDED: _____

WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	3-5%	0-6	SiL scl	fr SSSPS					PS .3
		6-30	SiL C						
		30-48	SiL CL						
2	3-4%	0-6	scl SiL						PS .3
		6-34	C SiL						
		34-48	CL SiL						
3	3-4%	0-6	scl SiL						PS .3
		6-30	C SiL						
		30-48	CL SiL						
4	3-4%	0-6	scl SiL						PS .3
		6-35	C SiL						
		35-48	CL SiL						

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____
OTHER(S) PRESENT: _____

COMMENTS: _____

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR*	LPP .1957 LTAR*	MINERALOGY/ CONSISTENCE	STRUCTURE
CC (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	SEXP (Slightly Expansive)	G (Single Grain)
CV (Convex Slope)		LS (Loamy Sand)			EXP (Expansive)	M (Massive)
D (Drainage Way)						CR (Crumb)
DS (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
FP (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
FS (Foot Slope)						ABK (Angular Blocky)
H (Head Slope)	III	Si (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
L (Linear Slope)		SiCL (Silty Clay Loam)				PR (Prismatic)
N (Nose Slope)		CL (Clay Loam)				
R (Ridge)		SCL (Sandy Clay Loam)			**MOIST**	**WET**
S (Shoulder Slope)		SiL (Silt Loam)				
T (Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SiC (Silty Clay)			FI (Firm)	S (Sticky)
		C (Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None	None	EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

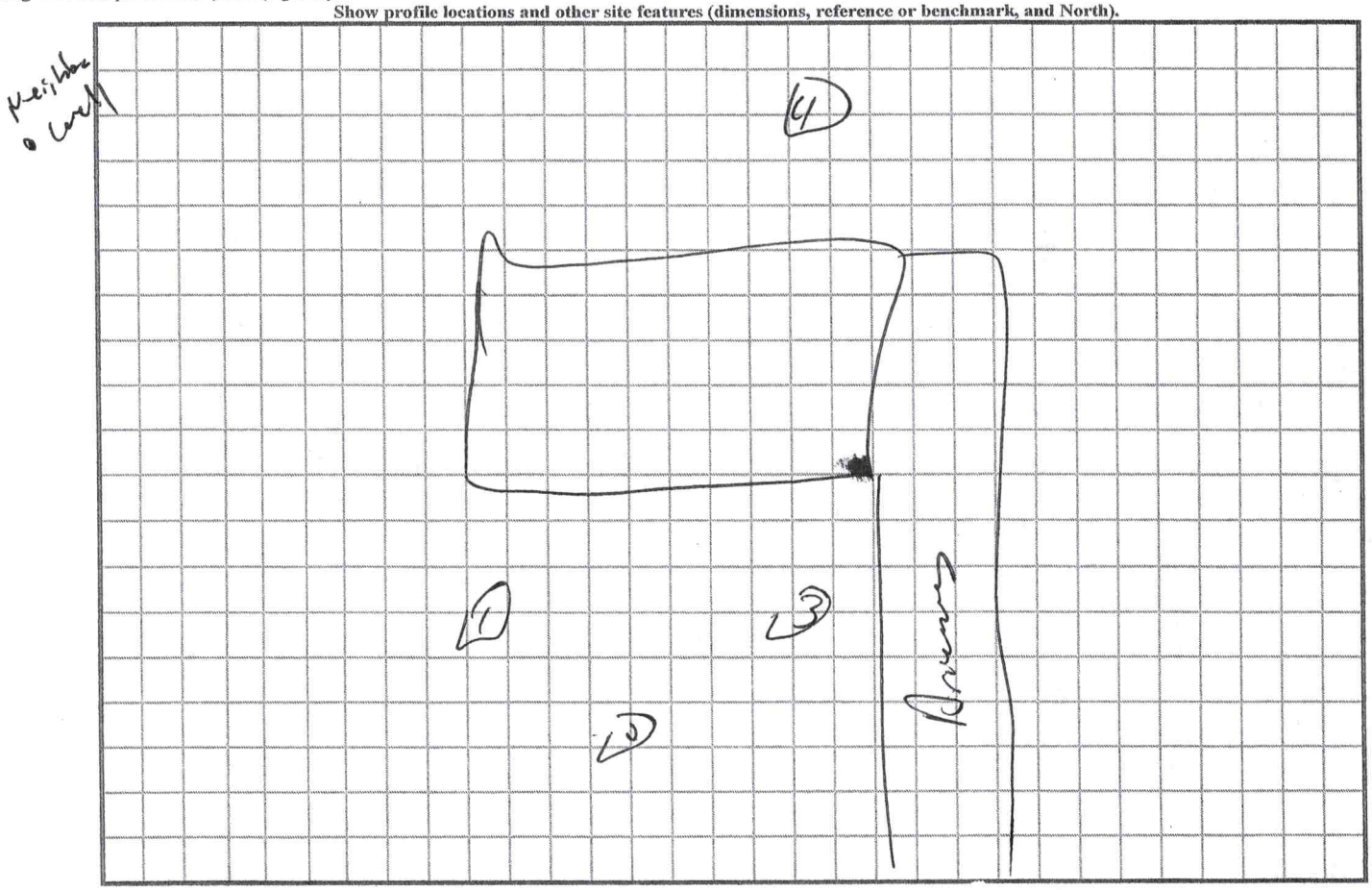
NOTES

HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
CLASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.

Long-term Acceptance Rate (LTAR): gal/day/ft^2

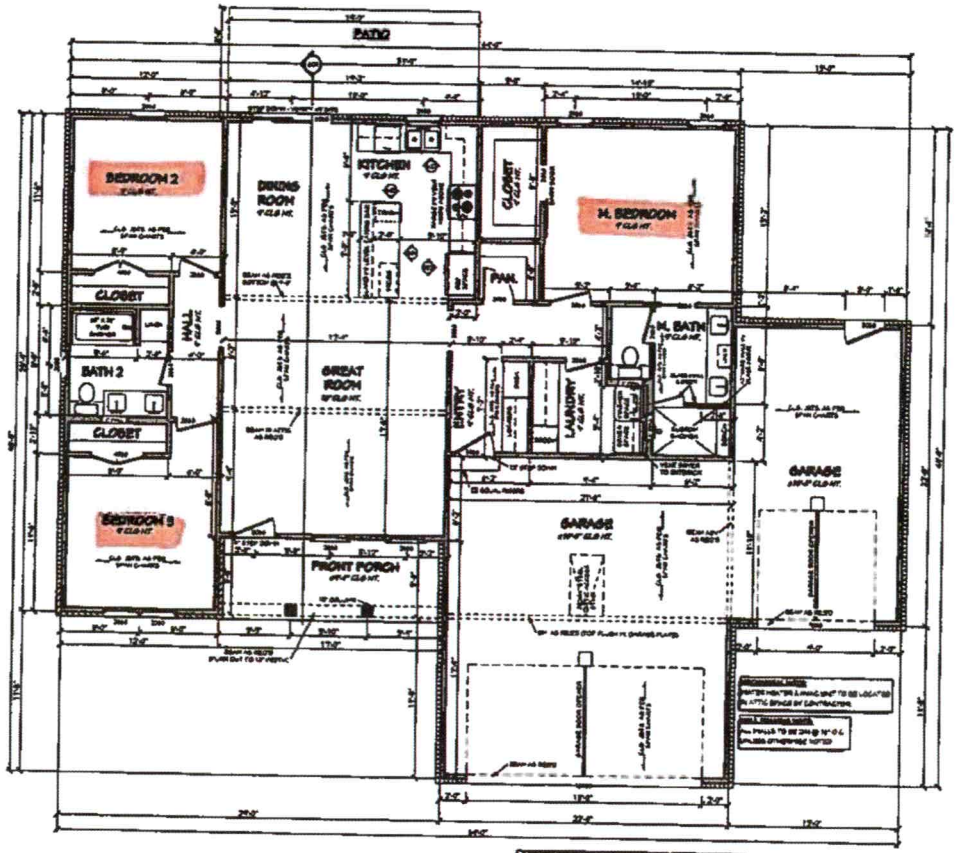
Show profile locations and other site features (dimensions, reference or benchmark, and North).



Acknowledgement Of Plans Submittal ONLY!

Courtney Ann Frantz Date 10/31/22

Date 10/31/22



FLOOR PLAN

SCALE: 1/4" = 1'-0"

AREA: 1498 S.F. HEATED - WITHOUT MASONRY
495 S.F. UNHEATED - FRONT PORCH
801 S.F. UNHEATED - GARAGE
1478 S.F. TOTAL UN-HEATED
2976 S.F. TOTAL UNDER ROOF

HEATED SQUARE FOOTAGE CALCULATION NOTES:

1. SQUARE FOOTAGE OF HEATED AREA IS FIGURED TO THE OUTSIDE OF THE STUDWALL OF THE EXTERIOR WALLS (DOES NOT INCLUDE MASONRY OR OTHER EXTERIOR MATERIALS).
2. FIREPLACES (WHETHER FROM THE INTERIOR FIREPLACE OR NOT) ARE NOT INCLUDED IN THE HEATED AREA.
3. PORCHES ARE ONLY INCLUDED AS THE FIRST FLOOR CALCULATIONS AND NOT THE SECOND FLOOR CALCULATIONS OF ACCESS ONLY.

FLOOR PLAN NOTES: (2018 IRC)

1. ALL DIMENSIONS & SITE CONDITIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF THE STUD AND DO NOT INCLUDE EXTERIOR FINISHES SUCH AS SIDING, BRICK, STUCCO, ETC.
3. ALL PARTITIONS (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION
4. VERIFY ALL DOOR AND WINDOW STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
5. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
7. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
8. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. IRC 2018, R312.1.1 & R312.1.3
9. IN R309.1.2 APPLIANCES IN ATTICS. ATTICS CONTAINING APPLIANCES SHALL BE PROVIDED WITH AN OPENING AND A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 20 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID FLOORING IN ACCORDANCE WITH CHAPTER 5 NOT LESS THAN 24 INCHES WIDE. A LEVEL SERVICE SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE. EXCEPTIONS: (4) THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING. (5) WHERE THE PASSAGEWAY IS UNOBSTRUCTED AND NOT LESS THAN 6 FEET HIGH AND 22 INCHES WIDE FOR ITS ENTIRE LENGTH, THE PASSAGEWAY SHALL BE NOT MORE THAN 50 FEET LONG.
10. APPLIANCE ACCESS FOR INSPECTION SERVICE, REPAIR AND REPLACEMENT. APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPLACEMENT WITHOUT REMOVING PERMANENT CONSTRUCTION, OTHER APPLIANCES, OR ANY OTHER PIPING OR DUCTS NOT CONNECTED TO THE APPLIANCE BEING INSPECTED, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL SIDE TO SERVICE AN APPLIANCE. M1308.1.1
11. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE. WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F 2090 SHALL BE PERMITTED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL BASEMENTS HAVING TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING AS PER IRC 2018 R310.3.1. EXCEPTION, GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING HEIGHT TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
12. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1600 OF THE IRC 2018.
13. ALL SQUARE FOOTAGE MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING. FOOTAGES SHOWN ARE TO THE OUTSIDE OF THE STUDWALL AND DO NOT INCLUDE THE EXTERIOR FINISH MATERIAL SUCH AS SIDING, BRICK, STONE ETC.
14. FIRE SPRINKLER SYSTEM TO BE DESIGNED AND INSTALLED IF REQUIRED BY LOCAL CODES AS PER THE IRC 2018 AND BY A LICENSED PROFESSIONAL IN THE AREA OF CONSTRUCTION.
15. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2018, M1505.3

HOUSE PLAN ZONE
Designing Homes for Building Professionals
Website: www.HPZplans.com
Email: sales@hpzplans.com
Phone: 801.336.9254
Fax: 1.800.514.1987
N·C·B·D·C

Pre-Drawn Plan ID: 1498

Date: 05.06.2020

Drawn By: R.B.W.

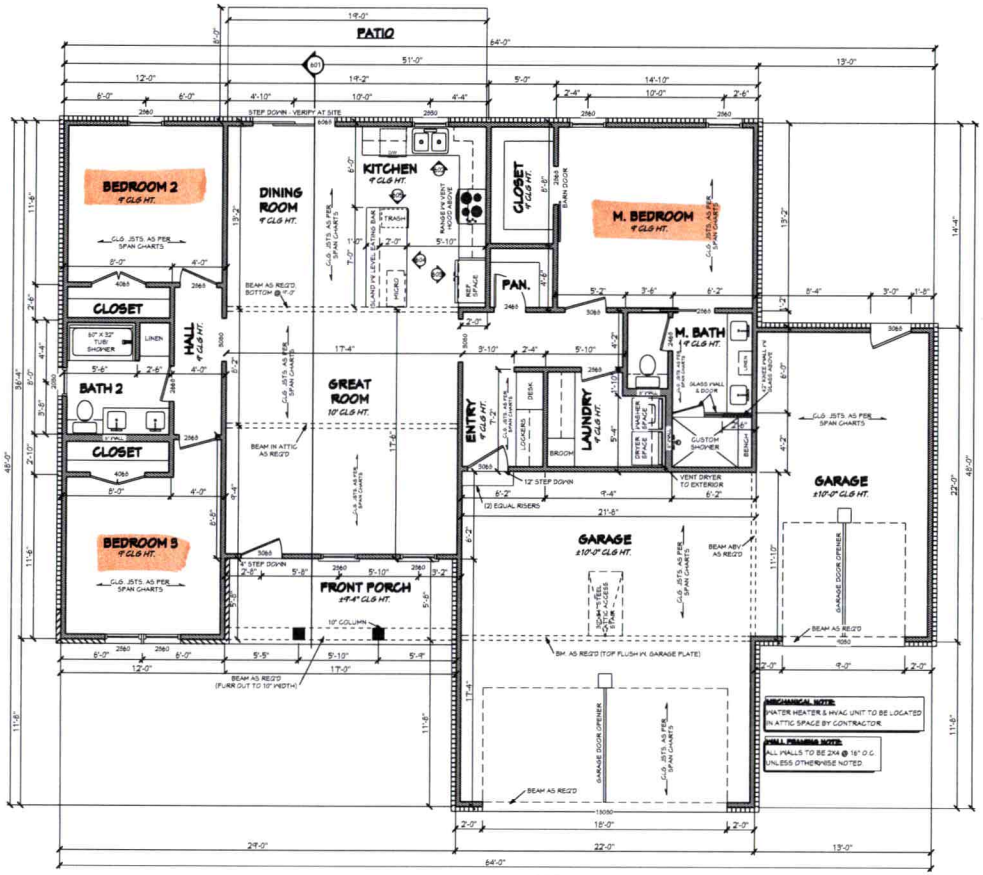
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SHEET NUMBER 3

Acknowledgement Of Plans Submittal ONLY!

Date _____

Date 10/28/20



FLOOR PLAN

SCALE: 1/4"= ========== 1'-0"

AREA:	1498	S.F. HEATED - WITHOUT MASONRY
	96	S.F. UNHEATED - FRONT PORCH
	801	S.F. UNHEATED - GARAGE
	897	S.F. TOTAL UNHEATED
	2395	S.F. TOTAL UNDER ROOF

FRAMING SQUARE FOOTAGE CALCULATION NOTES:
1. SQUARE FOOTAGE OF HEATED AREA IS MEASURED TO THE OUTSIDE OF THE STUDWALL OF THE EXTERIOR WALLS (DOES NOT INCLUDE MASONRY OR OTHER EXTERIOR MATERIALS).
2. FIREPLACES THAT PROTRUDE FROM THE EXTERIOR FOOTPRINT ARE NOT INCLUDED IN THE HEATED AREA.
3. STAIRWELLS ARE ONLY INCLUDED IN THE FIRST FLOOR CALCULATIONS AND NOT THE SECOND FLOOR CALCULATIONS (IF APPLICABLE).

GARAGE/CARPORT SEPARATION REQUIREMENT:
- CONTRACTOR TO PROVIDE 5/8" TYPE X GYPSUM WALL BOARD ON WALLS AND 1/2" GYPSUM WALL BOARD ON THE CEILING AS PER IRC 2018 SECTION AND TABLE R302.6
- OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE SOLID WOOD DOORS OR HONEYCOMB CORE STEEL, DOORS NOT LESS THAN 1 3/8" THICK, OR 20 MINUTE FIRE RATED DOORS, WITH A SELF CLOSING OR AUTOMATIC CLOSING DOOR AS PER IRC 2018 R302.5

DOOR LABEL/ SIZE: 3068 IS A DOOR THAT IS 3 FT 0 INCHES WIDE BY 6 FEET 8 INCHES TALL. TO FURTHER CLARIFY: THE 3068 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT). THE DOOR LABEL IS THE ACTUAL SIZE OF THE DOOR ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE DOOR MANUFACTURER CHOSEN AT SITE.

WINDOW LABEL/ SIZE: 3050 IS A WINDOW THAT IS 3 FT 0 INCHES WIDE BY 5 FEET 0 INCHES TALL. TO FURTHER CLARIFY: THE 3050 LABEL IS TO BE READ AS FEET AND INCHES (WIDTH) AND FEET AND INCHES (HEIGHT) THE WINDOW LABEL IS THE ACTUAL SIZE OF THE WINDOW ITSELF, NOT THE ROUGH OPENING SIZE. VERIFY THE ROUGH OPENING SIZE WITH THE WINDOW MANUFACTURER CHOSEN AT SITE.

FLOOR PLAN NOTES: (2018 IRC)

1. ALL DIMENSIONS & SITE CONDITIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF THE STUD AND DO NOT INCLUDE EXTERIOR FINISHES SUCH AS SIDING, BRICK, STUCCO, ETC.
3. ALL FINISHES (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
4. VERIFY ALL DOOR AND WINDOW STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
5. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL, PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
7. ALL BEAMS TO BE SIZED BY A LICENSED STRUCTURAL ENGINEER.
8. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. IRC 2018, R312.1.1 & R312.1.2
9. M1305.1.2 APPLIANCES IN ATTICS. ATTICS CONTAINING APPLIANCES SHALL BE PROVIDED WITH AN OPENING AND A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID FLOORING IN ACCORDANCE WITH CHAPTER 5 NOT LESS THAN 24 INCHES WIDE. A LEVEL SERVICE SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE. EXCEPTIONS: (A) THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING. (B) WHERE THE PASSAGEWAY IS UNOBSTRUCTED AND NOT LESS THAN 6 FEET HIGH AND 22 INCHES WIDE FOR ITS ENTIRE LENGTH, THE PASSAGEWAY SHALL BE NOT MORE THAN 50 FEET LONG.
10. APPLIANCE ACCESS FOR INSPECTION SERVICE, REPAIR AND REPLACEMENT. APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPLACEMENT WITHOUT REMOVING PERMANENT CONSTRUCTION, OTHER APPLIANCES, OR ANY OTHER PIPING OR DUCTS NOT CONNECTED TO THE APPLIANCE BEING INSPECTED, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL SIDE TO SERVICE AN APPLIANCE. M1305.1.1
11. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE. WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASTM F 2090 SHALL BE PERMITTED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL SLEEPING ROOMS TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING AS PER IRC 2018 R310.2.1. EXCEPTION: GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING HEIGHT TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
12. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1602 OF THE IRC 2018.
13. ALL SQUARE FOOTAGE MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING. FOOTAGES SHOWN ARE TO THE OUTSIDE OF THE STUDWALL AND DO NOT INCLUDE THE EXTERIOR FINISH MATERIAL SUCH AS SIDING, BRICK, STONE ETC.
14. FIRE SPRINKLER SYSTEM TO BE DESIGNED AND INSTALLED (IF REQUIRED BY LOCAL CODES) AS PER THE IRC 2018 AND BY A LICENSED PROFESSIONAL IN THE AREA OF CONSTRUCTION.
15. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2018, M1505.2

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Phone: 601.336.3254
Fax: 1.800.574.1387

N·C·B·D·C
NATIONAL COUNCIL OF BOARDS OF DESIGN CERTIFICATION
JONATHAN L. BOONE
CERTIFICATION NO. 25-137

Pre-Drawn Plan ID: 1498

House Plan Zone, LLC has exercised great care and effort in the development of these plans and the completion of these construction documents. However, House Plan Zone, LLC assumes no responsibility for errors or omissions in these plans or other documents which are used in construction, or for any damages, including structural failures resulting from errors, omissions or deficiencies in the design. It is the responsibility of the owner and contractor to determine the adequacy and correctness of these plans prior to construction. In addition to your local building officials' approval, additional engineering may be required to comply to seismic, wind and other conditions. Please consult your engineer and local building officials for more information. Any structural changes that may be required to comply with these conditions or any other changes must be approved by a licensed engineer prior to construction.

Date: 05.08.2020

Drawn By: R.B.W.

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SHEET NUMBER

3

RECEIVED DEC 0 3 2021

APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE OR IT WILL NOT BE PROCESSED

Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM* AP-323526 - $520.00

Application For: (X) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) Septic Improvement Permit ( ) Authorization to Construct ( ) Existing System Inspection ( ) Septic System Repair

THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED. APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted: ( ) Survey Plat, scaled no more than 1 inch = 60 feet
Place an (X) beside whichever is submitted if applicable ( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information: (PRINT CLEARLY)

Applicant Name: Courtney Frantz Address: 7072 Burgundy Ln., Denver, NC Zip: 28037

Applicant Email: frantz.courtney@gmail.com Phone: (704)794-8391 Alt. Phone: N/A

Owner Name: Anthony + Nora D'Ambra Address: 104 Morgan Bluff Rd., Mooresville, NC Zip: ~~28028~~ 28117

Owner Email: Kathda8@gmail.com Phone: (980)248-8676 Alt. Phone: N/A

Property Information:

Street Address: 294 Whippoorwill Rd, Mooresville, NC 28117

Subdivision Name: Whippoorwill Woods Section/Phase: _____ Lot Number: 47

Driving Directions: From Hwy 150, take Poplie Rd. for approximately .7 miles. Turn Right onto Whippoorwill Rd. Travel approximately .7 miles and the property is located on the Right.

Site Development Information: *(check or complete ALL that apply*

(X) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____

Maximum Number of Bedrooms: 4
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

CHECK FOUNDATION TYPE
(X) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development: Type of Business: _____
Square Footage of Building: _____ Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

Water Supply: ( ) Replacement Well – Reason: _____
( ) Multi-connection Well Number of Houses: _____ Number of Persons: _____

(X) New Well ( ) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* Year existing system installed: _____
( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional (X) Other: 25% Reduction

Please answer the following to the best of your ability:
( ) Yes (X) No Does the site contain any jurisdictional wetlands?
( ) Yes (X) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

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.

Signature: ✓ Courtney Ann Frantz 12/1/2021
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

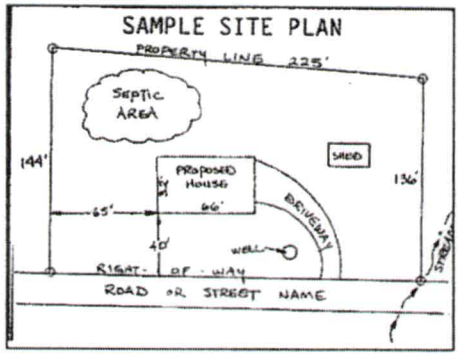
3235260

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 2: ***SITE PLAN WORKSHEET***

SEE THE "SAMPLE SITE PLAN" BELOW. ***INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!***



Place an (X) beside each item as you complete the site plan:

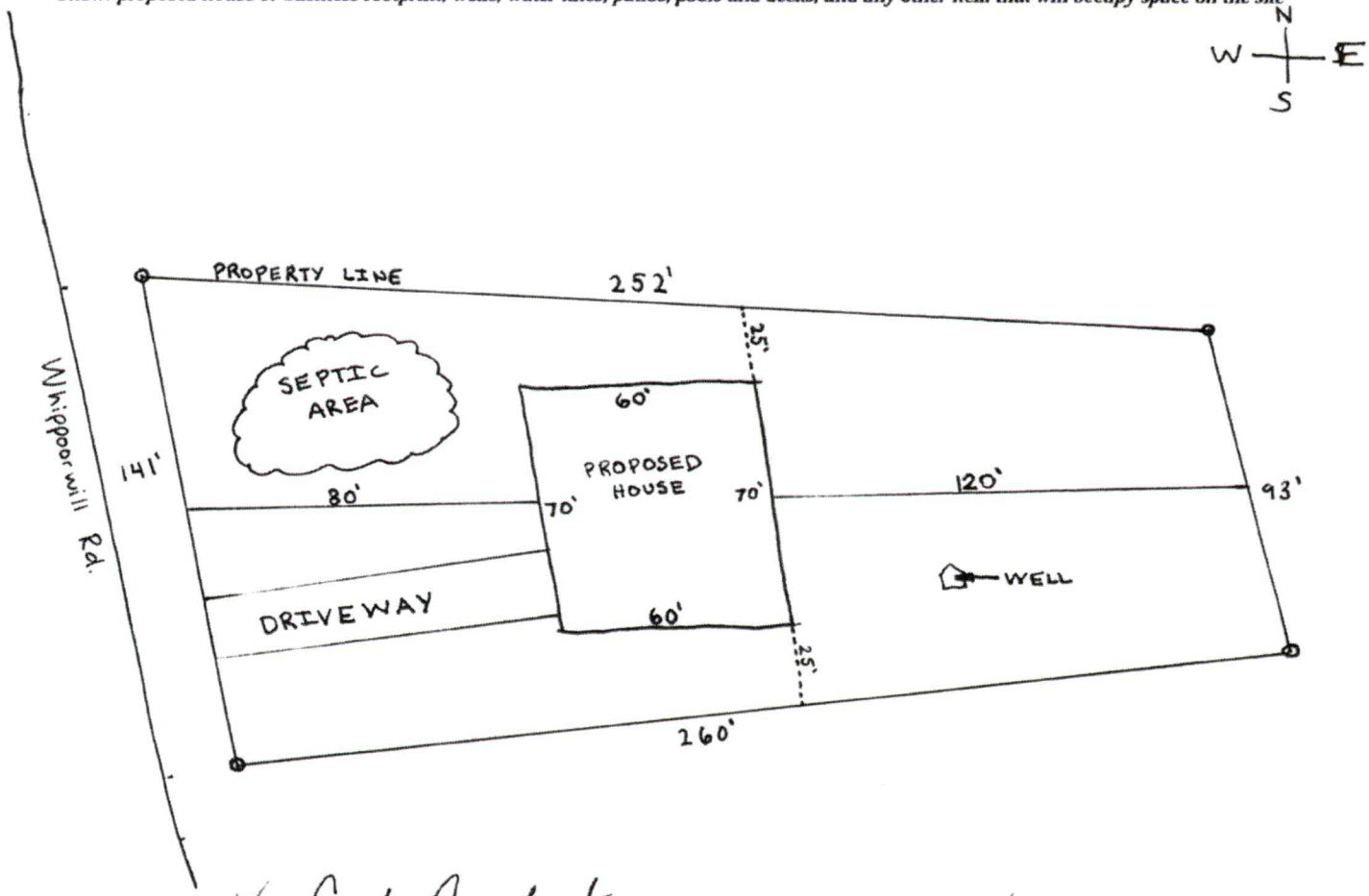
( ) **Property Line measurements are clearly identified**
( ) **All proposed structures are indicated**
( ) **Front and side setbacks from property line**
( ) **Preferred driveway location and well location**
( ) **Area you prefer your septic system to be placed**
( ) **North arrow, or other sufficient indicator of direction**

Circle N/A on the following if appropriate:

Location of septic systems and wells within 100' of your property	**N/A**
Location of easements and rights of ways on your property	**N/A**
Location of any designated wetlands on the property	**N/A**

USE THIS SPACE TO DRAW YOUR SITE PLAN

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site



Signature: V Courtney Ann Fast
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

12/1/2021
DATE

see attached Contract 323526

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

☐ **1. * APPLICANT AND OWNER ARE THE SAME. *** (*Sign here*) _____

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative: *Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship* In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:
Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form. If there are multiple property owners, then all property owners must sign the form that designates a legal representative.
By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

☐ **2.** I, _____, am the legal owner(s) of the property located at _____, identified as PIN (Parcel Identification Number)_____, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) _____, _____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

_____ _____
Signature of Owner(s) Date

Mooresville - Environmental Health
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

3235226

ENVIRONMENTAL HEALTH REQUIREMENTS for SEPTIC and WELL PERMITS

The following items must be completed *PRIOR* to the *SUBMITTAL* of any Environmental Health Application. Incomplete applications will be returned to the applicant and cannot be processed or placed on the work list.

***** Initial all lines below to indicate you have submitted each form and completed every site requirement *****

CAF **Complete all Environmental Health forms:**

- CAF Application
- CAF Site Plan including the dimensions of proposed structure, addition, pool etc.
- CAF Documentation to Authorize Owner Agent (even if the property owner is the applicant – complete section 1 or 2)
- CAF Copy of Zoning Permit when applicable
- CAF Sign this sheet after you have completed all items

CAF **Lot must be cleared of heavy undergrowth**. In order to evaluate the lot, the footprint of the proposed structure must be visible. Adequate area for the septic drain field and repair area must be sufficiently cleared of heavy undergrowth, with 50 feet of visibility in all directions. Inspectors must be able to evaluate the property, shoot laser level elevations, layout the drain field, do soils work, etc. **If the lot is not cleared sufficiently, then a $100 site revisit fee will be charged and the evaluation will be put on HOLD until the requirement is met.**

CAF **Clearly mark all property corners by locating existing iron or concrete markers.** Flag all property lines every 25 feet if adjacent corners are not visible when standing on any given corner. Property lines must be flagged by a licensed NC surveyor & easily identified **prior to application submittal** (exception may apply for septic repair evaluations only). 'Mow lines' and/or fence lines do NOT constitute marked lines. **If the property lines are not properly marked when the lot is ready to be evaluated, then the application will be put on HOLD and a $100 site re-visit fee charged.**

CAF **Stake or flag the footprint of the proposed structure, addition, pool etc. to match the site plan submitted**. The proposed structure, etc. must be staked out on the property as per the site plan.

CAF **If an Authorization to Construct (AC) is desired,** submit a recorded copy of the plat for newly created or subdivided lot(s) and a LEGIBLE copy of the basic floor plan no larger than 8 ½" x 14" for each floor of the structure including decks, porches, etc. **The overall dimensions must be clearly noted & the rooms labeled.**

Any site not meeting the above requirements when staff arrives for the evaluation will result in a $100 site revisit fee being charged and the request being placed on HOLD. This will delay the processing of the application. *Once work by Environmental Health staff begins, the up-front fees paid toward securing any health department permit are nonrefundable. Refunds for work not started, due to a customer changing their mind or plans, are subject to an administrative fee of $50 to defray a portion of the costs of processing the refund.*

Backhoe pits are required for all applications that require a soils evaluation.
DO NOT DIG PITS UNTIL THE EH SPECIALIST HAS AUTHORIZED AND SCHEDULED YOUR EVALUATION TIME.

- **All utilities shall be marked before pits are dug. Call NC 811 for this service.**
- The applicant/agent is responsible for securing these services
- Backhoe pits are to be dug at the locations and depths determined by the Environmental Health Specialist or a NC Licensed Soil Scientist. A minimum of four pits must be dug.
- The EH specialist will contact you when your application is ready to be processed for pit scheduling.
- Your backhoe operator must be on site during the EH Specialist's evaluation to prevent your operator from having to return to the property for additional work.

By signing below, I am acknowledging the above specifications have been met and the site is READY to be evaluated AND I understand the backhoe pit requirement and will secure those services (if applicable).

Signature Courtney A Frost **Date** 12/1/2021

Questions? Contact the Environmental Health Offices below:

Statesville Office
349 North Center Street (1st Floor Building Standards)
Statesville, NC 28677-4063
Phone: (704)878-5305 ext. 3456

Mooresville Office
610 East Center Avenue (2nd Floor Govt. Center South)
Mooresville, NC 28115-2548
Phone: (704)660-3625

323526

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has 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–New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Anthony and Nora D'Ambra

(b) **"Buyer":** Courtney Ann Frantz

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 294 Whippoorwill Road

City: Mooresville Zip: 28117

County: Iredell , North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference :Lot/Unit 47 , Block/Section _____ , Subdivision/Condominium Whippoorwill Woods

_____ , as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 4637353497

Other description: _____

Some or all of the Property may be described in Deed Book 982 at Page 1645

(d) **"Purchase Price":**

$ 70,000 paid in U.S. Dollars upon the following terms:

$ _____ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: _____)

$ _____ BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ by the Effective Date OR ☐ within five (5) days of the Effective Date of this Contract.

$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, ***TIME BEING OF THE ESSENCE.*** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

$ _____ 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 (Standard Form 2A6-T).

$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

$ 70,000 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 12-T
Revised 7/2021
© 7/2021

Buyer initials CAF _____ Seller initials _____ _____

Southern Homes of the Carolinas, PO Box 1581 Cornelius, NC 28031 Phone: (704) 896-2000 Fax: (704) 817-1506 Robert
Sherilyn Długolenski

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If the parties agree that Buyer will pay any fee or deposit described above by electronic transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): _____
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on January 17, 2022 ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

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Buyer initials CAT _____ Seller initials _____

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Robert

(l) **"Settlement Date":** The parties agree that Settlement will take place on _____ (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 9, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing":** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments":** A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.

(ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

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Buyer initials CAT _____ Seller initials _____

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Robert

(iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

(iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(v) **Appraisals:** An appraisal of the Property.

(vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(xii) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** 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 except 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. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE.*** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

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Robert

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☐ *(Check if applicable)* Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is ☐ is not ☐ attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ *(Check if applicable)* Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources *(check all applicable sources)*:

☒ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☒ Conventional ☐ USDA ☐ Other type: _____

in the principal amount of $56,000.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☒ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: Cash down payment of $14,000

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. ***(Complete the following only if Buyer DOES have to sell or lease other real property:)***

Other Property Address: _____

☐ ***(Check if applicable)*** Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ ***(Check if applicable)*** Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options)*:

☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

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4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
(iii) determining restrictive covenant compliance;
(iv) appraisal;
(v) title search;
(vi) title insurance;
(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(viii) recording the deed; and
(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- [X] has owned the Property for at least one year.
- [ ] has owned the Property for less than one year.
- [ ] does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property [ ] subjects [ ] does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** ([ ] Applicable [X] Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** ([ ] Applicable [X] Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July1,2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

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(b) **Authorization to Disclose Information:** 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; (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, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Courtney Ann Frantz.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement $ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

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(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 20 for Buyer's remedies in the event of breach of this Contract.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ Owners' Association Disclosure Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)

☐ Identify other attorney or party drafted addenda: _____

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NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

15. **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.

16. **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.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

20. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, if Buyer elects to terminate this Contract as a result of such breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"). This provision shall not affect any other remedies available to Buyer.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: November 17, 2021
Buyer Courtney Ann Frantz

Date: _____
Buyer _____

Date: November 17, 2021
X Seller Dana D Erickson

Date: November 17, 2021
X Seller Courtney A Erickson

Entity Buyer:

_____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Entity Seller:

_____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 7072 Burgundy Lane
Denver, NC 28037

Buyer Fax#: _____

Buyer E-mail: frantz.courtney@gmail.com

SELLER NOTICE ADDRESS:

Mailing Address: 104 Morgan Bluff Rd.
Mooresville, NC 28117

Seller Fax#: _____

Seller E-mail: kathda8@gmail.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as ☐ Buyer's Agent ☐ Seller's(sub)Agent ☐ Dual Agent
Firm License #: _____
Mailing Address: _____

Individual Selling Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A
Acting as ☐ Seller's Agent ☐ Dual Agent
Firm License #: _____
Mailing Address: _____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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