

12725 MAYES RD

00755118

12/31/2007

duponbj

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

$100 fee

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

AC Rec'd $100 ck# 2379 1/30/03 gl ☐ Cash

Mecklenburg County Health Dept.
Environmental Health Division
c/o Kal Marshall Ctr. Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

2778B

Date: 1-13-03

PERSON FILING APPLICATION:

NAME: WATKINS (last) BRIAN (first) P. (mi)

ADDRESS: 12725 Mayes Rd. PHONE: (704) 896-3334

CITY: Huntersville STATE: NC ZIPCODE: 28078

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 027-551-18

STREET ADDRESS: 12725 Mayes Rd

ZONING:

PROPERTY OWNER:

NAME: WATKINS (last) BRIAN (first) P. (mi)

ADDRESS: 12725 Mayes Rd. PHONE: (704) 896-3334

CITY: Huntersville STATE: NC ZIPCODE: 28078

SUBDIVISION OR MOBILE HOME PARK NAME:

Township (check one):
☒ 0 Mecklenburg County ☐ 2 Davidson ☐ 4 Pineville ☐ 6 Huntersville
☐ 1-Charlotte ☐ 3 Cornelius ☐ 5 Matthews ☐ 7 Mint Hill

LOT NUMBER: NA LOT SIZE (in acres): ≅10 acres

TYPE APPLICATION (check one):

[redacted] 1999

☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
☐ COMMERCIAL OR INDUSTRIAL (N)

☒ ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X) Game Room

[redacted]

RESIDENTIAL PROPERTY (Type Building, check one):
☐ SINGLE MOBILE HOME (S) ☒ HOUSE (H) ☐ MULTIPLE FAMILY (U)
☐ DOUBLE WIDE (D) ☐ MODULAR HOME (M) ☐ OTHER _____ (O)

NUMBER BEDROOMS: 4 NUMBER OCCUPANTS: 4

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
☐ Community (C) ☐ Shared Well (S)
☐ Municipal (M) ☐ Other 'spring' (O)
☒ Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
☐ Swimming Pool ☐ Jacuzzi ☐ Stable/Barn ☐ Workshop ☐ None
☐ Garage ☐ Storage Building ☐ Deck/Patio ☐ Bedrooms ☒ Other

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: Brian Watkins Date: 1/30/03

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, 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 permit is not transferable.

... O.K. to use existing system for Game Room Addition

☐ IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
☒ ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Tammy Nichols RS 02/04/03
Environmentalist Date

WATER : 122791

29563

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/29/03	**Amount:**	100.00
Receipt #:	13647	**Tendered:**	100.00
Check / Auth #:	CHECK 2374	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #:	200000
Contractor:	WATKINS JUDY S
Attn:	
Address:	12725 MAYES ROAD
Address:	
City/State/Zip:	HUNTERSVILLE, NC 28078

Item	Description	Permit#	Quantity	Unit Price	Total Price
0705	MH Exc/Add/Repl w/o System Mod 12725 MAYES ROAD		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance

JAN-27-03 01:46 PM

PROPOSED PLOT PLAN

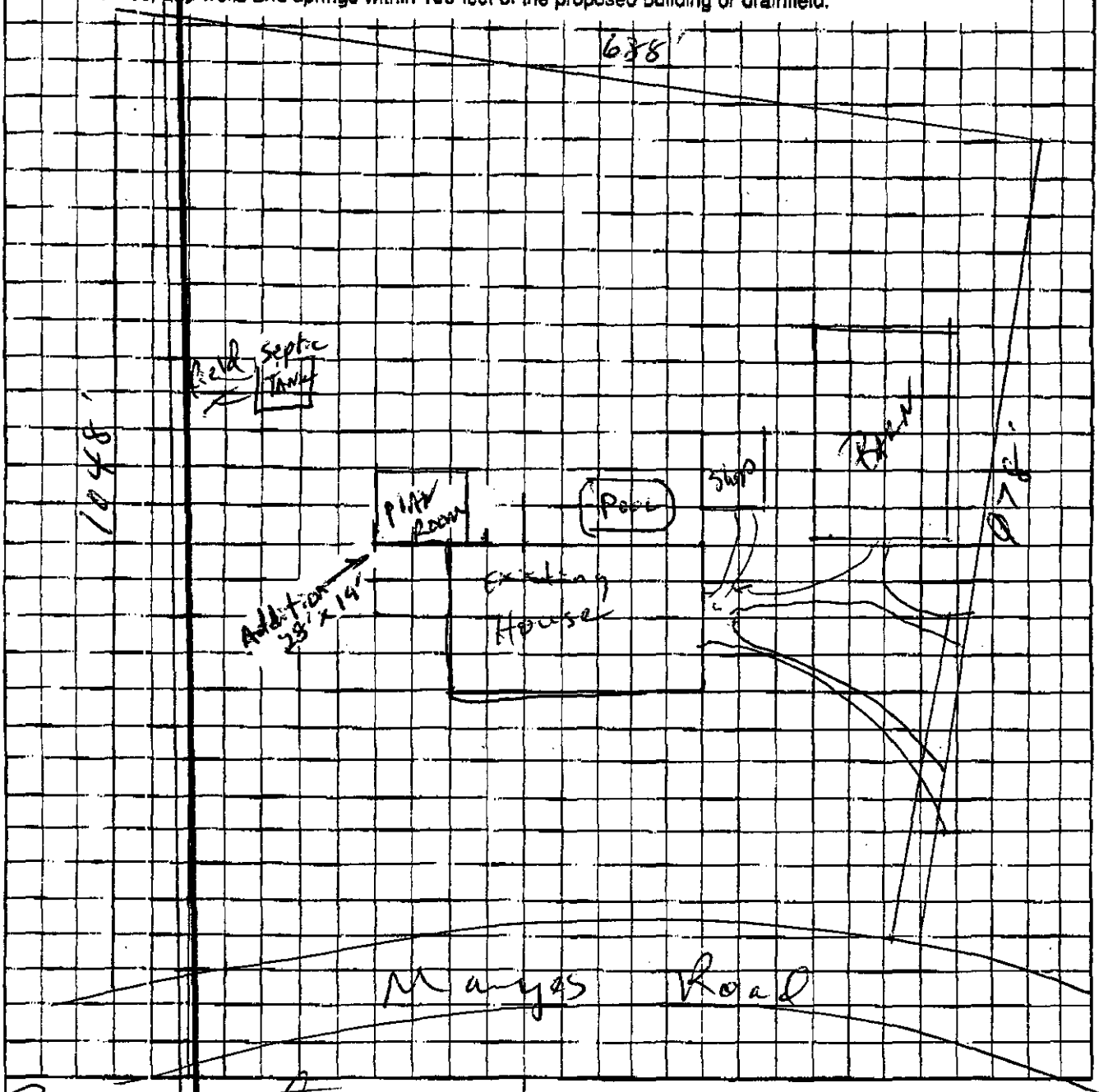
COPY

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

FILE: 2728

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.



OWNER/AGENT SIGNATURE

DATE 1/30/03

APPROVAL DATE _____

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

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

paid $100 CK 1/22/02 ACS [X] CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102 2178

PERSON FILING APPLICATION:
NAME: WYNN (last) TOM (first) E (mi)
ADDRESS: 167 WOODRUFF LN PHONE: (H) 202-5776
CITY: MOORESVILLE STATE: NC ZIPCODE: 28115

Date: 1-22-02

PROPERTY OWNER:
NAME: WATKINS (last) BRIAN (first) (mi)
ADDRESS: 12725 MAYES RD. PHONE: (704) 896-3334
CITY: HUNTERSVILLE STATE: NC ZIPCODE: 28078

PROPERTY INFORMATION (FROM ENGINEERING FORM):
TAX/PARCEL NUMBER: 007.551.08
STREET ADDRESS: 12725 MAYES RD
HUNTERSVILLE NC 28078
ZONING: RP

Township (check one):
[X] 0 Mecklenburg County [ ] 2 Davidson [ ] 4 Pineville [ ] 6 Huntersville
[ ] 1 Charlotte [ ] 3 Cornelius [ ] 5 Matthews [ ] 7 Mint Hill

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: LOT SIZE (in acres): 10 ACRES

TYPE APPLICATION (check one):

[ ] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[ ] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[ ] COMMERCIAL OR INDUSTRIAL (N)
[X] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)

RESIDENTIAL PROPERTY (Type Building, check one):
[ ] SINGLE MOBILE HOME (S) [X] HOUSE (H) [ ] MULTIPLE FAMILY (U)
[ ] DOUBLE WIDE (D) [ ] MODULAR HOME (M) [ ] OTHER _____ (O)

NUMBER BEDROOMS: NUMBER OCCUPANTS:
SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[ ] Community (C) [ ] Shared Well (S)
[ ] Municipal (M) [ ] Other 'spring' (O)
[X] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
[ ] Swimming Pool [ ] Jacuzzi [ ] Stable/Barn [ ] Workshop [X] None
[ ] Garage [ ] Storage Building [ ] Deck/Patio [ ] Bedrooms [ ] Other

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: John E Wynn Date: 1-22-02

NOTICE:

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 Sanitary Sewage Collection, 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 permit is not transferable.

... O.K. to use existing system for addition to storage building.

[ ] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[ ] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[X] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Tommy P. Mackie R.S. 1/23/02
Environmentalist Date

WATER : 122791

PROPOSED PLOT PLAN

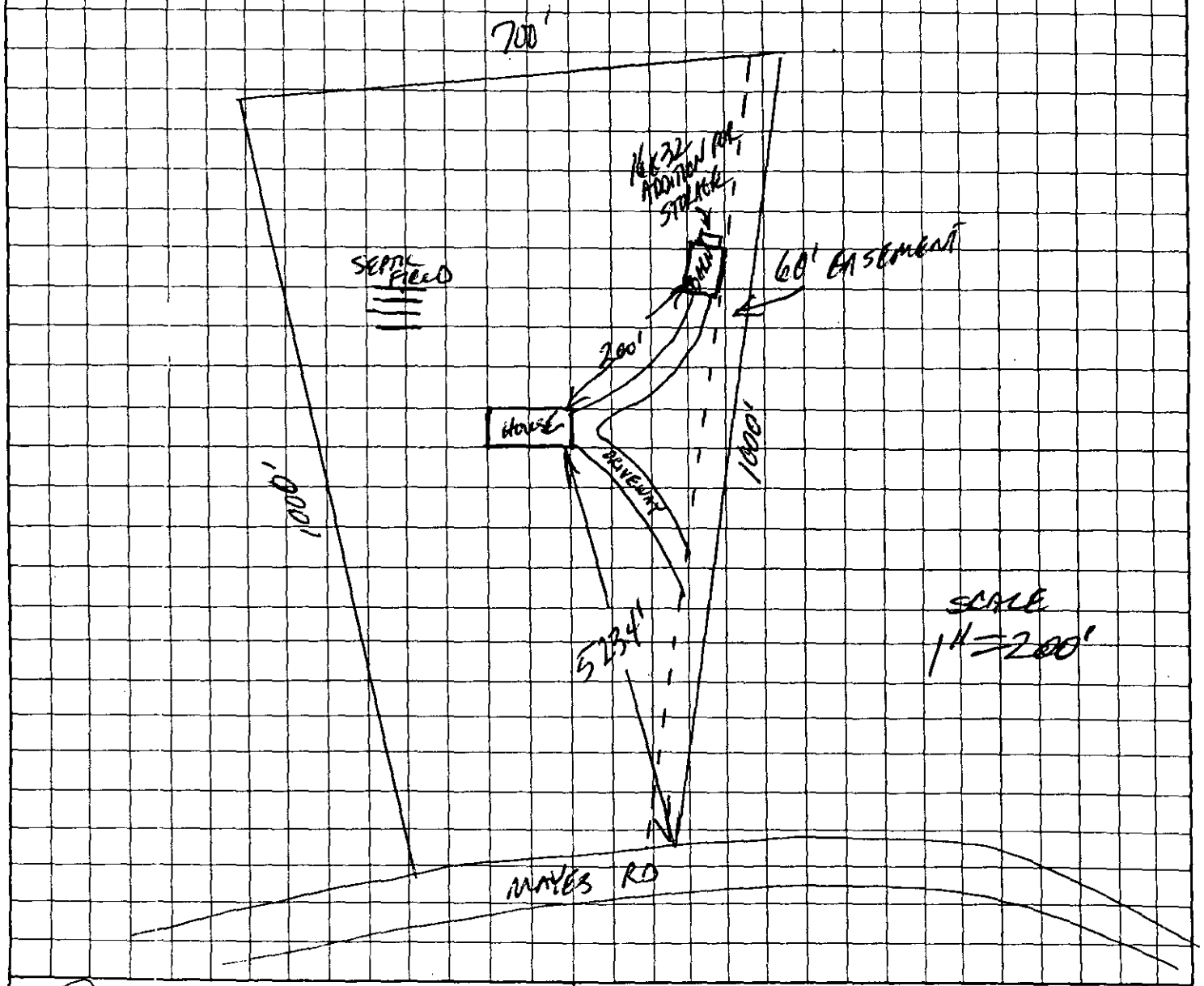
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HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

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.



OWNER/AGENT SIGNATURE

DATE 1-22-02

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2778B DATE: 2/23/2000

TC: 007 15I 13 ☑ L ☒ CRT

SERIAL Nº 18277

Name of Owner Chuck Masterton Juris.:

Address of Property 12725 Mayes Rd

Inspection Data:

Tank Material PCC

Total Length of Drainfield 535'

Number of Lines 5 @ 107'

Cover Depth 12" - 16"

Water Supply Source well

Distance to Water Source 75'

Excavation Inspected 2/23/00

Tank(s) Inspected 2/23/00

Wash Line Inspected plumb to tank

High Water Alarm Inspected NA

PLOT

Design 1000, 1500ST, CON, 1610SFT, 12" stone ccil CTR# Buddy Chaney

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 I5A 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 I5A 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: Septic system designed for a 4 bedroom residence

Type IIa

Phillip J. Walker RS
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

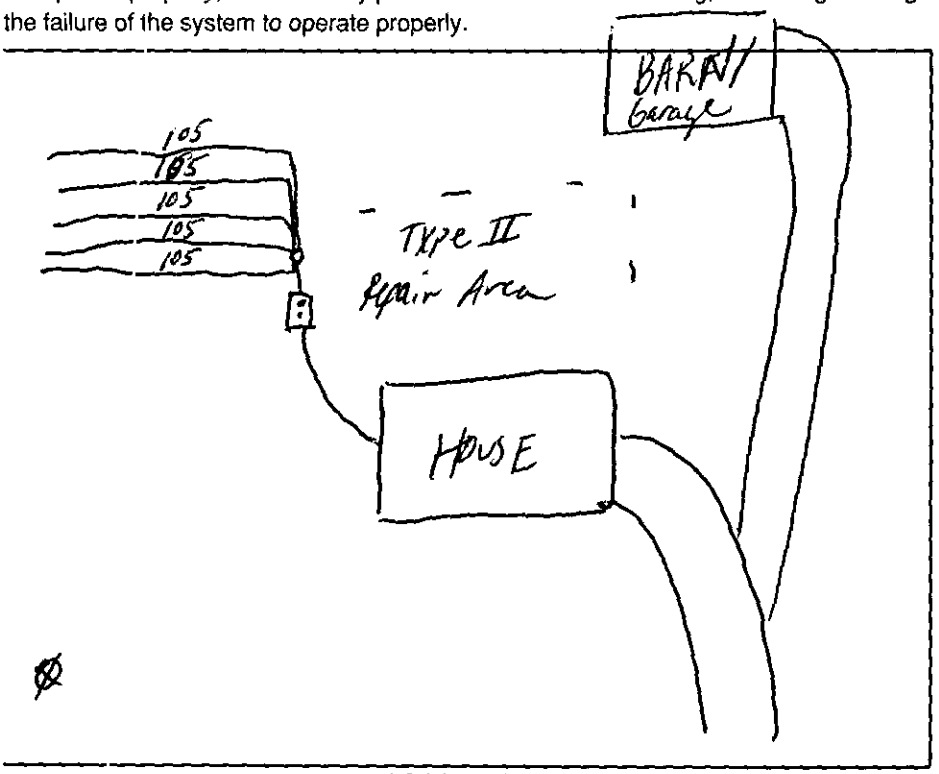
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2778B DATE: 2/8/00

TC: 007 151 13 ☒ L

SERIAL Nº 17539

Permission is hereby given to ✓ Install or Construct, _____ After or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 2/9/99. All work shall be completed on or before 3/8/00, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed 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.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous Yes

Total Line Length 535' feet

Number of Lines 5 (107')

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 100' feet
50' min

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER Chuck Masterton

LOCATION OF PROPERTY 12225 ~~19825~~ Mayes Rd

Comments: 1500ST, 5 lines x 107'long x 3'wd x 12"stone
Keep the septic system > 50' from the existing well

Phila S. Walker RS
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

Charged to account/paid in full AC

FEE: 35.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 1-9-99 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 1-12-99

PERMIT NO: 2778-B
PARCEL NO: 007-151-13
007-551-08

JOB LOCATION ADDRESS: 12725 Mayes Rd
PROPERTY OWNER: Brian Watkins
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: [signature]
DEHNR AUTHORIZED AGENT

DATE: 1-12-99

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2778B, 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 Danielle Watkins 7-99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

MECKLENBURG COUNTY
ENGINEERING & BUILDING STANDARDS DEPARTMENT

Miscellaneous Fees

Requestor (Please print): DANIELLE LOTITO	Phone #: 892 9220	Date Requested: 7-9-99	Date Filled: 7-9-99
Account Name: Hard Construction, Inc.	☐ Cash ☒ Charge	Account No.: E3M10	

I certify that I am authorized to charge this account for this service.

Signature: Danielle Lotito Printed Name: DANIELLE LOTITO Date: 7-9-99

Fee or Charge

T.C.	Qty.	Type	Unit Cost	Total Cost
021		Single Lot Grading Permit (Please list address below)		
112		Zoning Board of Adjustment ☐ Residential Variance Request ☐ Commercial Variance Request ☐ Residential Interpretation ☐ Commercial Interpretation		
113		Zoning Citation(s) # _____		
		☐ 117: Certificate of Compliance* ☐ 118: Certificate of Occupancy* (original is free)	$10.00 ea.	
119		Change of Contractor*	$10.00 ea.	
121		Letters of Certification/Verification	$10.00 ea.	
122		Monthly Statistical Reports	$10.00 ea.	
124		Research & Retrieval of Documents		
125		Temporary Utilities/Occupancy*	$30.00/insp.	
		Local License Card/Exam ☐ 128: Mechanical ☐ 129: Plumbing ☐ 132: Electrical		
		Development Activities Plan Review ☐ 002: Commercial Drainage ☐ 005: Erosion Control ☐ 016: Subdivision ☐ 006: Final Plat Review		
425		City of Charlotte Fire - Plan Review		
		Map Sales		
112	1	Other: Installation & Final	300.00	300.00
		Other:		
Payment received by: J Watkins		Date: 7-9-99 By: VD	Total:	300.00

* Please list all permit numbers/addresses that relate to your request. A request for temporary utilities (gas and electric) would require two permit numbers.

2777815 / Mayes Rd		

B-216NS 8/95

DIVISION

FEE: 100.00 CK#1234

DATE: 12/14/98 SC

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

1 1 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 #: 2778

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00715113 PART OF 00715101 PART OF

STREET ADDRESS: Mayes Road

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
✓ HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
✓ OTHER (O) garage/barn

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE January 7, 1999 JBW 2/22/00

garage/barn released per P.W 2/22/00

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ✓ YES __ NO TYPE: Phone Sales

WATER SUPPLY (CHECK ONE):

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
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: Watkins Brian
(LAST) (FIRST) (MI)

ADDRESS: 10606 Forest Ridge Court

CITY: Huntersville STATE: NC ZIP: 28078

DAYTIME PHONE: (704) 896 - 3334

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Masterton Chuck A
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 892 - 7373

Blue Water Realty Inc.

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: X _____ DATE: 12-14-98

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

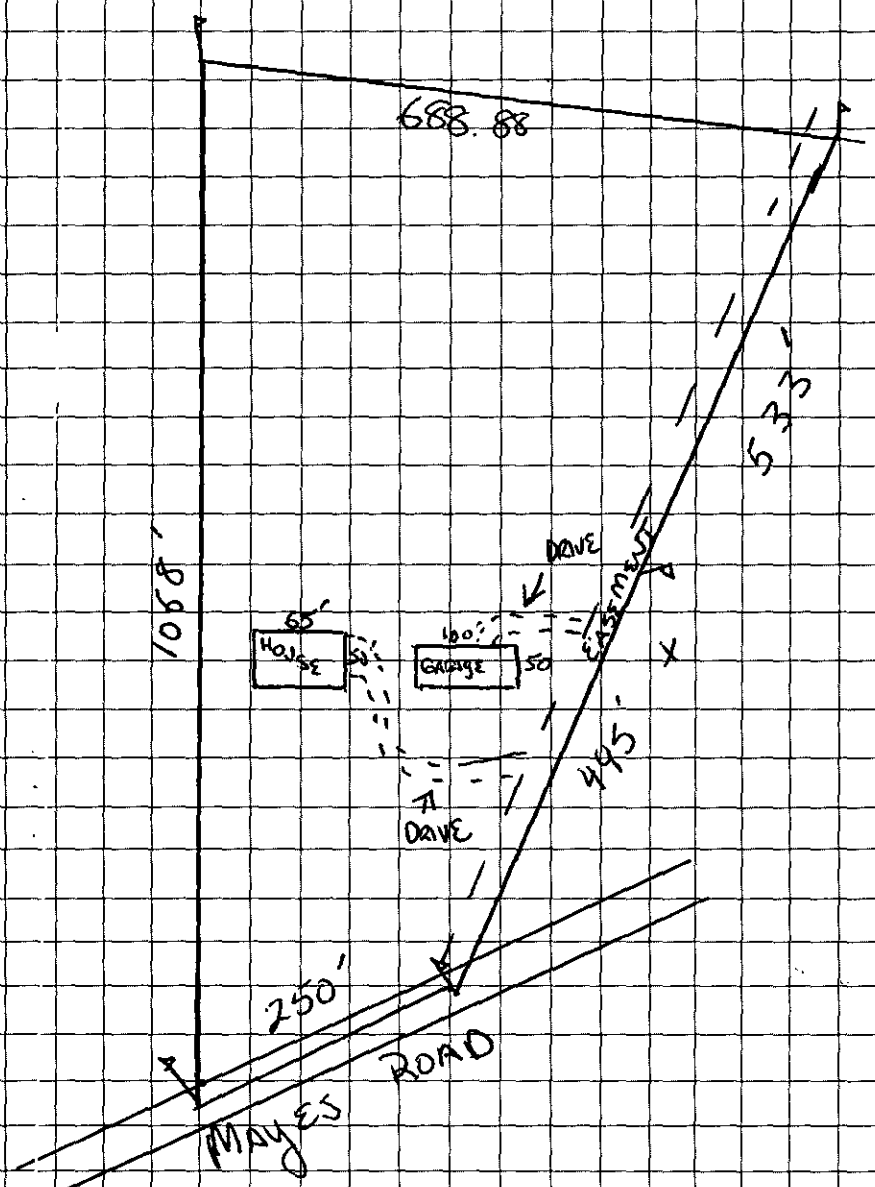
PROPOSED PLOT PLAN

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

FILE: 2778B

TC: 007-151-01, PO 13 pd

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE

DATE December 15th, 1998

APPROVAL DATE _____

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

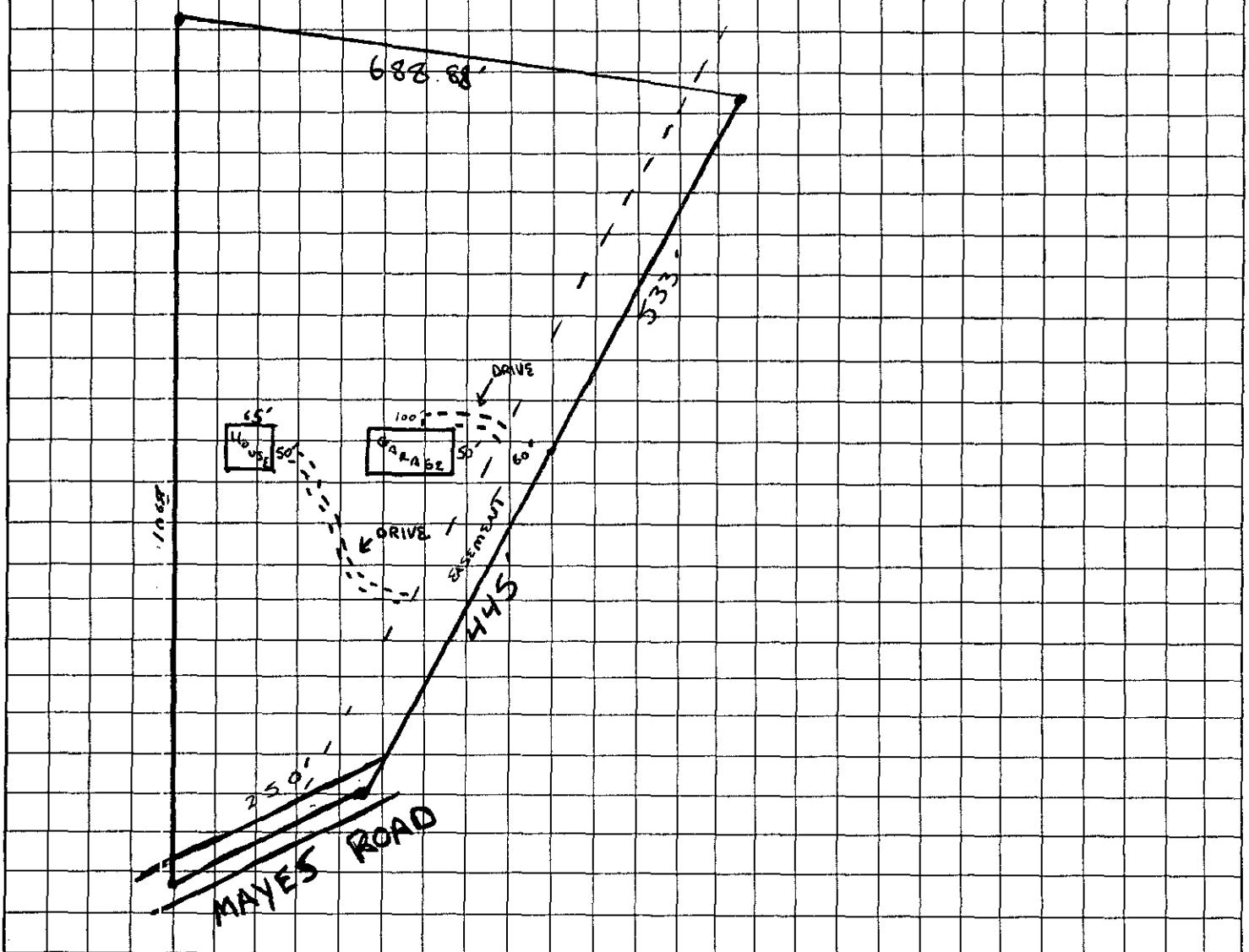
PROPOSED PLOT PLAN

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

FILE: 2778B

TC: 007-151-01 00, 13 pcs

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE

DATE December 14, 1998

APPROVAL DATE _____

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

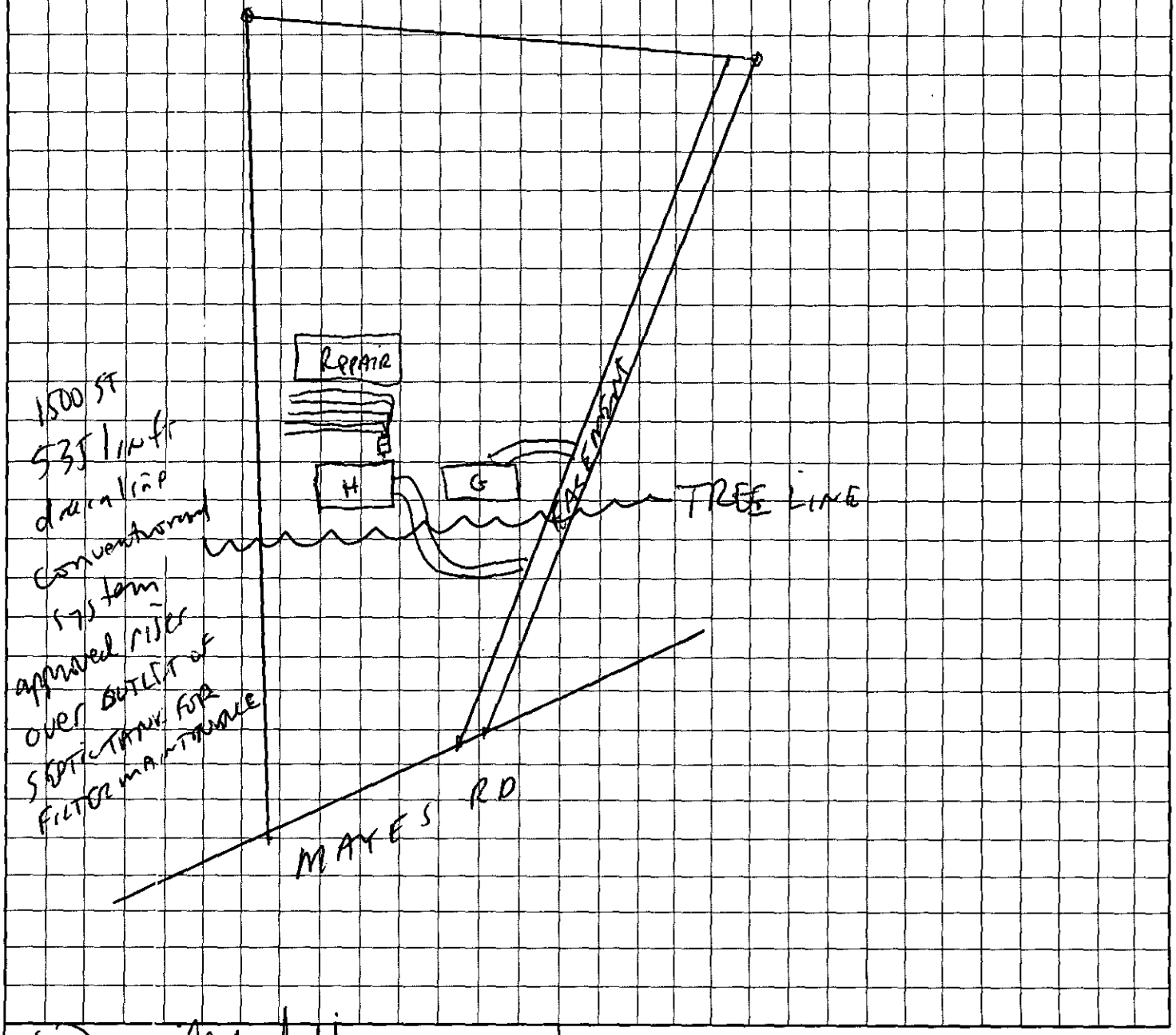
PROPOSED PLOT PLAN

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

FILE: 27783

TC: 007-151-13

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.



X Donald N Yates
OWNER/AGENT SIGNATURE

DATE 7-9-99

APPROVAL DATE _____

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2778-13 Tax Number 007-151-13

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
-3 Long-term acceptance rate	400 Max gallons/day wastewater flow	1605 Absorption Area (sq ft)	9 Trench spacing (min. on centers)	
yes Serviced by private well	1500 Gallon septic tank	535 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions:				

Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1605 Absorption Area (Sq ft) 535 Total Trench Length (Ft)	12" Depth of Stone Trench	9 Trench spacing (min. on centers)	24" Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for 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.

DEHNR Authorized Agent Date

Owner/Agent Signature Date 7-9-99

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

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

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

#1 (40°)

Sheet: _____
Property ID: PO 002-151-13
Lot #: _____
File #: 2779B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Brian Weldein APPLICANT: _____
ADDRESS: 10606 Forest Ridge Ct, Huntersville DATE EVALUATED: 1-5-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: Approx. 3 ac
LOCATION OF SITE: Morgan Road PROPERTY RECORDED: _____
WATER SUPPLY: ☒Private ☐Public ☒Well ☐Spring ☐Other _____
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes .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	LS	0-6"	gr/scl	Fv/SEXPl SS/SP	748" TO soil wetness	48"	N/A	None	PS .391 Fz IV
		6-48"	SBKl C	Fi/SEXPl S/P					
2	LS	0-7"	gr/scl	Fv/SEXPl SS/SP	736" TO soil wetness	36"	N/A	None	PS .391 Fz IV
		7-36"	SBKl C	Fi/SEXPl S/P					
		Elastic	Auth @ 36"						
3	LS	0-7"	gr/scl	Fv/SEXPl SS/SP	747" TO soil wetness	47"	N/A	None	PS .391 Fz IV
		7-47"	SBKl SC	Fi/SEXPl S/P					
4	LS	0-7"	gr/scl	Fv/SEXPl SS/SP	746" TO soil wetness	46"	N/A	None	PS .391 Fz IV
		7-46"	SBKl SC	Fi/SEXPl S/P					
5	LS	0-6"	gr/scl	Fv/SEXPl SS/SP	746" TO soil wetness	46"	N/A	None	PS .391 Fz IV
		6-46"	SBKl SC	Fi/SEXPl SS/SP					
6	LS	0-7"	gr/scl	Fv/SEXPl SS/SP	746" TO soil wetness	46"	N/A	None	PS .391 Fz IV
		7-46"	SBKl SC	Fi/SEXPl S/P					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W.A. Mullis 1-6-99
OTHER(S) PRESENT: LSS

FILE # 21762

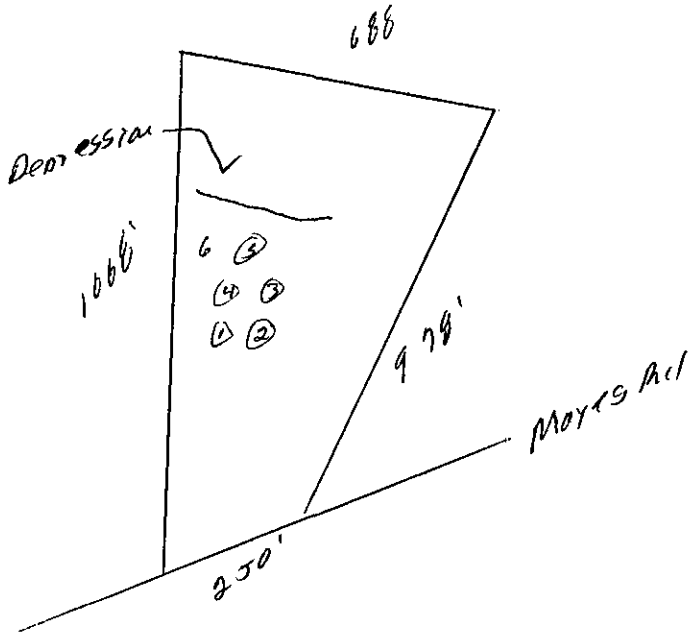
COMMENTS NRCS Repairs would need to be in a surface diversion, possibly French drain

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



OFFER TO PURCHASE AND CONTRACT

BRIAN & JUDY WATKINS, as Buyer, hereby offers to purchase and DAVID & LAURA BAKER, 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 MECKLENBURG, County of DEWEESE TOWNSHIP, State of North Carolina, being known as and more particularly described as:
Street Address: MAYES ROAD CORNELIUS, NORTH CAROLINA Zip 28031
Legal Description: SEE ATTACHED SURVEY 8.6 ACRES + 1.4 ACRES IN EASEMENT
(☒ All ☐ A portion of the property in Deed Reference: Book , Page No. , County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

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

4. **PURCHASE PRICE:** The purchase price is $ 200,000 and shall be paid as follows:
(a) $ 5,000, EARNEST MONEY DEPOSIT ☐cash ☒personal check ☐bank check ☐certified check ☐other to be deposited and held in escrow by ALLEN TATE REALTORS, TRUST as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than
(c) $, 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.
(d) $, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 195,000, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before NA, effective through the date of closing, for a ☐FHA ☐VA (attach FHA/VA Financing Addendum) ☐Conventional ☐Other NA loan at a ☐Fixed Rate ☐Adjustable Rate ☐Other: NA in the principal amount of NA for a term of NA year(s), at an interest rate not to exceed NA % per annum, with mortgage loan discount points not to exceed NA % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NA. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real property for RESIDENTIAL AND IN HOME BUSINESS BUILDING purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
NONE
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
NONE

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ 0.00 per .

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

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

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LAND

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before JANUARY 15, 1999. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), (b) (ii), (b) (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before JANUARY 15, 1999, at a place designated by Buyer. The deed is to be made to AS DIRECTED

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

a. SEE ATTACHED ADDITIONAL PROVISIONS ADDENDUM

b. SEE ATTACHED SURVEY COPY

c. SELLER TO PROVIDE BUYER WITH EXCLUSIVE EASEMENT DOCUMENT. BUYER TO HAVE RIGHT OF REVIEW AND APPROVAL 72 HOURS AFTER RECEIPT OF DOCUMENT.

d. Exact dividing property line to be determined by field survey with no encroachments. DJB BLW. JSW

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. 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.

21. 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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.

Buyer Brian Watkins (SEAL) Seller David Baker (SEAL)

SS/Tax ID# 241-04-3075 SS/Tax ID# 239-66-9849

Buyer Judy Watkins (SEAL) Seller Teresa Smoker Baker (SEAL)

SS/Tax ID# 241-19-7142 SS/Tax ID# 243-33-6441

Date: 12/3/98 Date: 12/5/98

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: Firm: ALLEN TATE REALTORS

By:

Selling Agent/Firm/Phone C. MASTERTON/BLUE WATER REALTY, INC./892-7373

Listing Agent/Firm/Phone J. JONES/ALLEN TATE REALTORS/896-8283

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

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

Standard Form No. 2 Copyright © 6/96

BLUE WATER REALTY, INC.

ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked 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 on , or until withdrawn by the Buyer, whichever occurs first.

2. N/A **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records therewith.**

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 4 bedroom home, or AND A SEPERATE BUILDING aka A 4 CAR GARAGE WITH 1/2 BATH

All 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 all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of .

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for 4 BEDROOM HOUSE AND A SEPERATE GARAGE BUILDING.

All 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 all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of .

5. N/A **FLOOD HAZARD ZONE:** 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 or, 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 financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of Jan 15 1999 . 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 on the Buyer's real property located at:

on or before . Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for 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, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured 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 delivered to 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 seven day period, this contract shall be terminated and all earnest monies 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: Brian Watkins (SEAL) Date 12/3/98
Buyer: Judy Watkins (SEAL) Date 12/3/98
Seller: David J. Baker (SEAL) Date 12/5/98
Seller: Laura Snider Baker (SEAL) Date 12/5/98