

230 MORNINGSIDE RD

03101214

12/26/2007

duponbj

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

FEE: 50.00
DATE: 5/29/97
CK# 30177

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

50.00 CRT

TYPE APPLICATION: ___ NEW SYSTEM ___ EXPANSION/ ALTERATION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

FILE #: 1946B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 031-012-14

STREET ADDRESS: 230 Morningside Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: Paw Creek

LOT NUMBER: 90 & 91

TOWNSHIP (CHECK ONE): Paw Creek

TYPE OF BUILDING (CHECK ONE):

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

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

HEATED SQUARE FOOTAGE: 1,098

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 1

CLOSING DATE

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):
___ COMMUNITY (C)
___ SHARED WELL (S)
X MUNICIPAL (M)
___ OTHER 'SPRINGS' (O)
___ PRIVATE WELL (P)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Clark, Sharon Manus (LAST) (FIRST) (MI)	NAME: Jim Walter Homes (LAST) (FIRST) (MI)
ADDRESS: 230 Morningside Rd	DAYTIME PHONE: (704) 399-8317
CITY: Charlotte STATE: NC ZIP:	
DAYTIME PHONE: (704) -399-3023	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 4-11-88

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: Jim Walter Homes DATE: 5-29-97

Original Home Built

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

in 1957 has been demolished

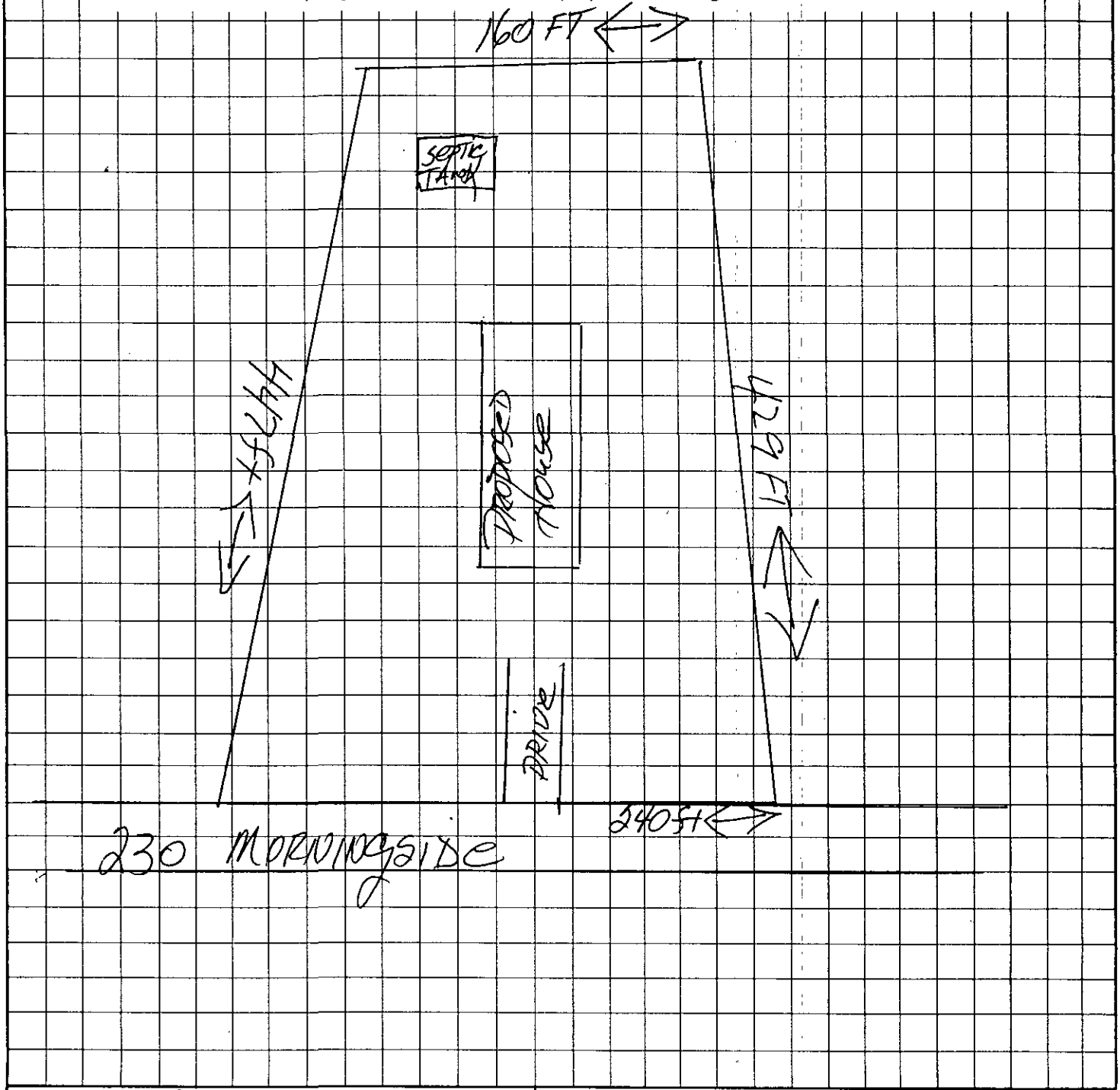
PROPOSED PLOT PLAN

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

FILE: 1946B

TC: 031-012-14

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.



Agent for Jim Walter Homes
OWNER/AGENT SIGNATURE

DATE 5-29-97

APPROVAL DATE _____

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

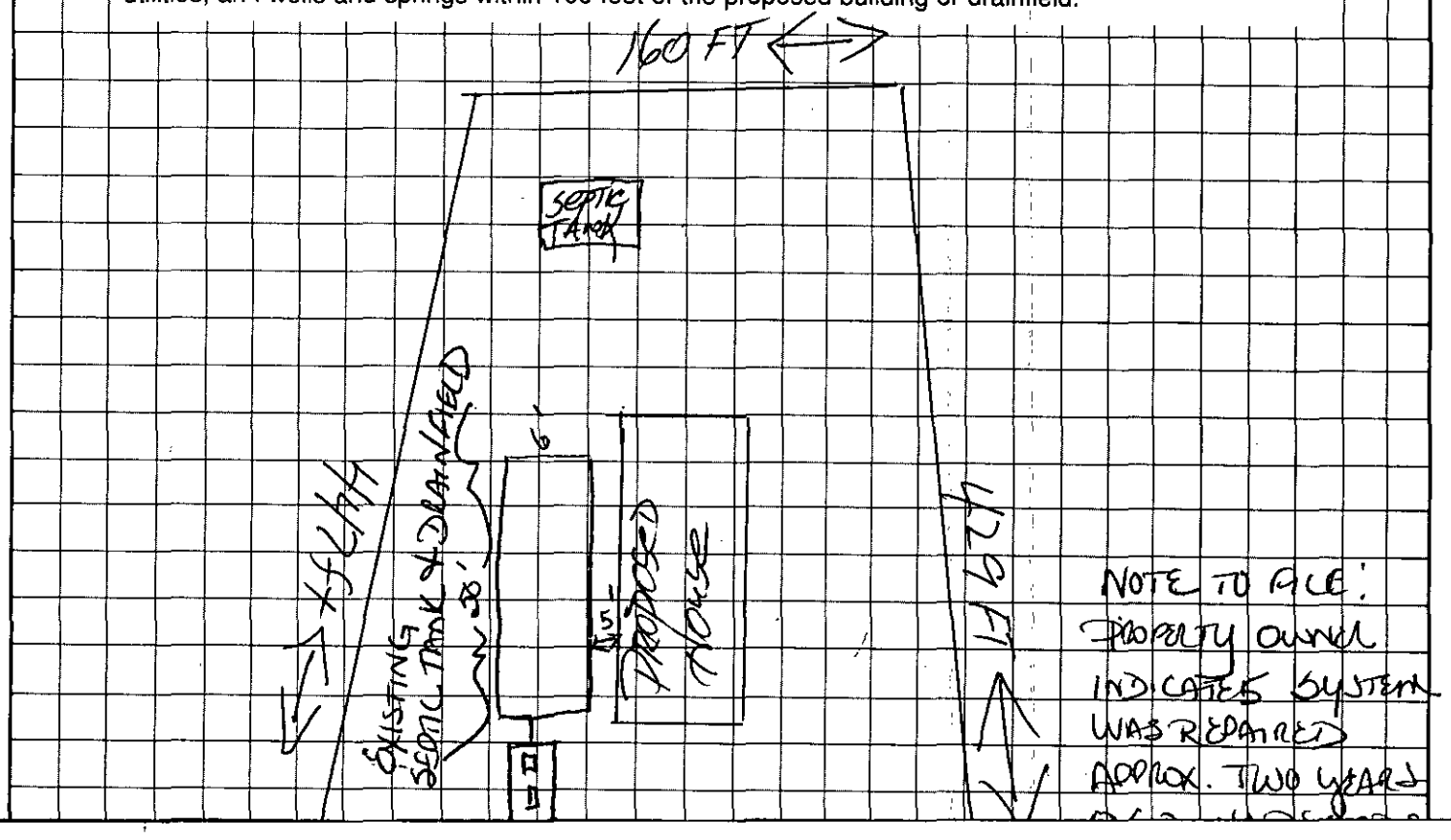
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NORTH CAROLINA
CONSTRUCTION AND PURCHASE AND SALE AGREEMENT
(WITH LIMITED WARRANTY)

1946B

JIM WALTER HOMES, INC.
CASH SALE

This Agreement made this 17 day of May, 19 94 between Sharon Marie Clark hereinafter referred to as "Buyer", whose address is 230 Marjorie Ln Rd Charlotte, and Jim Walter Homes, Inc., a Florida corporation, having its place of business at Charlotte, N.C. and its principal office at 1500 North Dale Mabry Highway, Tampa, Florida 33607, hereinafter referred to as "Seller".

WITNESSETH:

Price of House. In consideration of the payment by Buyer to Seller of the sum of $ 54,515 payable as hereinafter set forth, Buyer and Seller hereby agree as follows:

1. Description of House. Seller agrees to build the home, identified in the plans and specifications, and Exhibits A and B, according to the standards set forth in the Limited Warranty, all of which are executed in conjunction herewith, attached hereto and furnished to Buyer prior to the execution of this contract, which are by reference made a part hereof as if fully rewritten herein, on the real property of Buyer located at:

Lot Charlotte N.C. Mecklenburg, Co

and having a legal description, as provided by Buyer, as follows:

SMC 2. Payment Arrangement. Buyer shall pay the purchase price as follows (Buyer must initial payment option selected):

(a) One-half of the purchase price upon execution of this Agreement and one-half upon substantial completion of Seller's construction obligations hereunder;

_____ or

_____ (b) Payment pursuant to the attached draw schedule provided by Buyer's lending institution.

_____ (c) Other (Subject to the approval of an officer of Seller, as described on Exhibit A hereto).

Note - Seller shall "release" (as set forth in the Limited Warranty) the home when Seller determines that there has been substantial completion of its contract obligations hereunder, and thereby determines that the remaining portion of the purchase price is due from Buyer, Seller shall so notify Buyer in writing of such determination and such amount shall become immediately due and payable. Substantial completion occurs when Seller determines that it has performed its obligations as set forth in the contract, with the exception of those remaining items, if any, listed on the "Completion Certificate or Acknowledgement of Substantial Performance and Release of Home to Buyer"; and any work to be done by Buyer can be performed without hindering Seller's performance of such remaining items; and such remaining items will not prevent Buyer from preparing the home for occupancy.

Under Seller's incremental building concept, it is possible for Buyer to select a combination of interior finishing options from Seller which Seller cannot complete until Buyer first completes certain other work or items Buyer has reserved for himself to complete or provide. In such event, when Seller has completed as much work as it can until Buyer completes his own work, Seller shall promptly notify Buyer of such fact. If within fourteen (14) days of such notification, Buyer completes his own work necessary to allow Seller to then complete Seller's remaining construction obligations, the payment schedule selected above shall be followed. If, however, Buyer fails to complete his own such work within fourteen (14) days, Buyer's remaining indebtedness to Seller shall be due and payable in full at the end of such fourteen (14) day period.

3. No Oral Representations; Joint and Several Liability; Effectiveness of Contract. This instrument and the other instruments executed in conjunction herewith, including a Limited Warranty, set forth the price and all the terms, promises, agreements, conditions and understandings between Buyer and Seller relative to the construction and purchase of the house to be built hereunder, and there are no other promises, agreements, conditions or understandings either oral or written between them other than as set forth herein. If two (2) or more persons are named herein as Buyer, their obligations shall be joint and several. Before this contract will become effective, it must be approved by an officer of Seller.

4. Limited Warranty. In conjunction with and as a part of the transaction evidenced by this contract, Seller is extending to Buyer a Limited Warranty setting forth the standards pursuant to which the home will be constructed and agreeing to remedy certain items should they become defective during the applicable warranty period. The Limited Warranty is a part of the transaction whereby Buyer has contracted with Seller to construct and sell the home; however, with respect to all matters addressed therein, the Limited Warranty supersedes and controls all other contract documents, discussions and representations. Neither any of the contract documents nor any discussions or representations can change, modify or override the Limited Warranty. The Limited Warranty cannot be changed or altered in any way and neither Buyer nor Seller's agents or employees have any authority to do so.

5. Completion Date. NO COMPLETION DATE HAS BEEN REPRESENTED OR IS A PART OF THIS CONTRACT.

6. Soil Testing. Seller assumes no responsibility or obligation for, and in fact disclaims any responsibility or obligation for any testing, study or knowledge with respect to whether Buyer's site is suitable or proper for the construction of the home. Buyer hereby expressly warrants to Seller that Buyer has made and performed any and all reasonable or necessary testing, study, and investigation, or that Buyer has knowingly elected to forego any such testing, study and investigation and that Buyer's site is in fact, or deemed by Buyer to be, suitable and proper for the construction of the home to be built by Seller. Buyer acknowledges, understands and agrees that, in agreeing to build the home on the site selected by Buyer, Seller is relying upon Buyer's representation and warranty that the site is in fact suitable and proper for the construction of the home, including but not limited to the suitability and propriety of the foundation option selected by Buyer.

7. Pilings. Unless pilings are specified for this home, either in the plans attached hereto or in "Exhibit A" attached hereto, they are not a part of this contract, will not be provided by Seller and are not included in the price contained in this contract. Unless otherwise required by locally-adopted code, regulation or the like, or unless otherwise agreed in writing by the parties hereto, if pilings are so specified, they shall be set into the ground. The depth into the ground they are to be set will be determined by any relevant, locally-adopted code; if there is no such code, they will be set to the depth established by Seller. In the event Buyer requires that they be set to a depth greater than that determined by code or by Seller, as the case may be, this contract and all related documents, at Seller's option, may be cancelled and rendered null and void, with any downpayment, less expenses actually incurred by Seller, being returned to Buyer. Commencement of construction shall not be deemed a waiver of Seller's right to cancel pursuant to this paragraph.

Unless otherwise specified in writing in this contract and/or the documents relating to it, Seller will install the specified pilings so that the maximum height of the building from the grade as measured from the bottom of the floor joists to the ground surface shall be eight (8) feet. The height of the remainder of the building from the grade is dependent upon the contour, slope or elevation of the ground at the point of installation of each remaining piling and unlevel sites may significantly reduce this eight (8) foot maximum clearance.

8. Site Preparation; Locating the Home on Lot. Buyer is responsible for ensuring the suitability of and preparing the building site for construction. Such preparation includes, but is not limited to, grading and removal of trees, bushes, shrubs, debris and other such material. Buyer is responsible for precisely locating and situating by use of stakes the desired and proper location and position of the home on the building site and in the event Buyer fails to promptly do so, Seller is entitled to do so on Buyer's behalf; however Seller's doing so shall not relieve Buyer's responsibility for staking the desired and proper location and situation of the home, and in the event Seller does so, it shall be conclusively presumed that the location and position of the home are as instructed and desired by Buyer. Buyer is responsible for all clean-up work to the home and the property after Seller has performed its obligations hereunder.

9. Buyer's Responsibilities. This contract between Buyer and Seller is for the construction and sale of a partially-completed home. Seller is required to provide or perform only those items, duties and obligations specifically set forth herein. Any items or work necessary or desirable beyond or in addition to those specifically set forth herein shall be the responsibility of the Buyer. Some such items may include, but at not limited to, the availability, permitting, and installation of a septic system, water, electricity, gas, telephone and other utilities.

10. Indemnification. Buyer hereby indemnifies Seller for any action(s) taken by Seller in reliance upon the statements made by Buyer herein or directions and instructions given by Buyer to Seller in performing the work contemplated hereunder.

11. Seller's Right To Cancel Contract. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to prepare site for construction or, where applicable, failure of Buyer to complete construction of his own foundation), which failure prevents Seller from commencing construction for a period of sixty (60) days from the date hereof, Seller may cancel this contract at its option and retain or recover from Buyer its costs incurred to the date notice of such cancellation is conveyed to Buyer. Thereafter, neither Buyer nor Seller shall have any further claim against the other.

12. Buyer Prohibited From Performing Work on House Until House Released By Seller; Exceptions. Until such time as Seller releases the home to Buyer, Buyer shall not be permitted to perform any labor in or add any materials to the interior of the home which could in any way hinder Seller's ability to finish its contract obligations hereunder. However, Seller will permit Buyer to "rough in" duct work and to prewire for telephones and television antennas during the course of Seller's performance and before the release of the home to Buyer. Until such time as the release of the home to Buyer occurs, Seller is entitled to, and Buyer hereby grants Seller, full and unrestricted ingress and egress to and use of the above-described property to do and perform all acts, works and construction Seller deems reasonable or necessary to perform or fulfill Seller's activities and obligations hereunder in such manner and at such time as Seller elects.

13. Attorneys' Fees. Buyer shall pay Seller's reasonable legal costs and attorneys' fees incurred in successfully enforcing this contract against Buyer.

14. **DISCLAIMERS OF ALL OTHER WARRANTIES; TO THE EXTENT SELLER CAN LAWFULLY DO SO, SELLER DISCLAIMS ENTIRELY ANY AND ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, BEYOND THE EXPRESS TERMS AND PROVISIONS OF SAID LIMITED WARRANTY.**