

9717 PETERLEE CT

19909119

1/8/2008

duponbj

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

EHS Jeremy Medal Reviewer

_____ County Permit Review Worksheet

Rule or Law	Permit Application	1	2	3	4	5	6	7	8	9	10
.1937(d)	Is the Application complete	Y									
.1937(d)	Is there a Site plan/Plat with application	Y									
.1937(d)	Is the Facilityshown?	Y									
.1937(d)	Are appurtenances shown	Y									
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	Y									
.1940 (a-g)	Slope % Recorded?	Y									
.1939 (a)(2)	Texture Class Recorded?	Y									
.1939 (a)(2)	Structure type Recorded?	Y									
.1939 (a)(2)	Consistence Recorded?	Y									
.1939 (a)(2)	*Mineralogy Recorded?*	Y									
.1939 (a)(3)	Soil Wetness Condition Recorded?	Y									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	Y									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Y									
.1939 (a)(6)	Sufficient Available Space Recorded?	Y									
.1937(m)	Are the Profile Locations Shown?	Y									
.1939(a) & .1945(b)	Are the S/PS Profiles in system **&** in repair area?	Y									
	Number of auger borings made:	Y									
	Were sufficient auger borings made?	Y									
.1939(d), .1955, .1956, .1957	LTAR	US									

DENIAL LETTER SENT 2-2-07

	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial										
.1945(b)	Proposed System Type stated-Repair										
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial										
.1937(g) & .1945(b)	System components shown - Initial										
.1945(b)	Repair area shown										
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?										
.1937 (f)(g)	**Is System design consistent with soil/site conditions?**										
.1937 (f)(g)	Is the System located in the approved area?										
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?										
G.S. 130A-336(a)	**Number of Bedrooms, employees, seats, etc. indicated?**										
.1937(g)	Trench depth indicated?										
.1937(g)	Trench width indicated?										
.1937(g)	Trench length indicated?										
G.S. 130A-336(a)(1)	Proposed/existing well shown?										
G.S. 130A-336(a)(1)	Property line lengths shown?										
G.S. 130A-336(a)	**Facility/appurtenance setbacks shown from fixed points?**										
	OP										
.1937(i)	System type as described in table V(a) of rule .1961										
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.										

If system design is incorrect or inconsistent with site conditions, indicate why for each below

FEE: 100.00
DATE: 1/30/07
CRT I 1 Ck# 810

JAM # 1859

APPLICATION FOR APPROVAL TO USE AN EXISTING ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM
MECKLENBURG COUNTY - GROUNDWATER & WASTEWATER SERVICES
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

GWS – UES.APP 01/05

FILE #: 5503B

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

PERSON FILING APPLICATION:
NAME: Joseph J. Matrulli
ADDRESS: 9809-11 Emerald Point Dr.
CITY: Charlotte
STATE: NC ZIP: 28278
PHONE: 704-507-3099
ALTERNATE PHONE: 704-587-0291

PROPERTY OWNER:
NAME: Joseph J. Matrulli
ADDRESS: 9809-11 Emerald Point Dr
CITY: Charlotte
STATE: NC ZIP: 28278
PHONE: 704-507-3099
ALTERNATE PHONE: 704-587-0291

JOB LOCATION INFORMATION
TAX/PARCEL #: 199-091-19
STREET ADDRESS: 9719 Peter Lee Court
CITY: Charlotte
STATE: NC ZIP: 28278
SUBDIVISION OR MOBILE HOME PARK NAME:

LOT #: 11

TOWNSHIP:
- [ ] 0-MECKLENBURG
- [x] 1-CHARLOTTE
- [ ] 2-DAVIDSON
- [ ] 3-CORNELIUS
- [ ] 4-PINEVILLE
- [ ] 5-MATTHEWS
- [ ] 6-HUNTERSVILLE
- [ ] 7-MINT HILL

WATER SUPPLY:
- [ ] MUNICIPAL (M)
- [ ] COMMUNITY (C)
- [x] PRIVATE WELL (P)
- [ ] SHARED WELL (S)
- [ ] OTHER 'SPRINGS' (O)

RESIDENTIAL PROPERTY TYPE:
- [x] HOUSE (H)
- [ ] MODULAR HOME (M)
- [ ] MULTIPLE FAMILY (U)
- [ ] SINGLE MOBILE HOME (S)
- [ ] DOUBLE WIDE (D)
- [ ] OTHER (O)

NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 3

COMMERCIAL / INDUSTRIAL PROPERTY TYPE:
TYPE OF BUSINESS:
EMPLOYEES PER SHIFT:
OF SHIFTS:

INDUSTRIAL WASTES? [ ] YES [x] NO
UNDERGROUND STORAGE TANKS? [ ] YES [x] NO

ADDITION TYPE ATTACHED TO EXISTING STRUCTURE:
- [ ] BEDROOM
- [ ] BATHROOM
- [ ] KITCHEN
- [ ] DINING ROOM
- [ ] LIVING ROOM
- [ ] DEN
- [ ] GARAGE
- [ ] SUNROOM
- [ ] PORCH
- [ ] DECK
- [x] OTHER Second story add.

ADDITION TYPE DETACHED FROM EXISTING STRUCTURE:
- [ ] DETACHED GARAGE
- [ ] DETACHED GARAGE WITH PLUMBING
- [ ] POOL HOUSE
- [ ] SHOP
- [ ] BARN
- [ ] STORAGE SHED
- [ ] DETACHED PORCH / DECK
- [ ] 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature — Date: 1.30.07

*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 y this Department.
- This permit is not transferable.

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

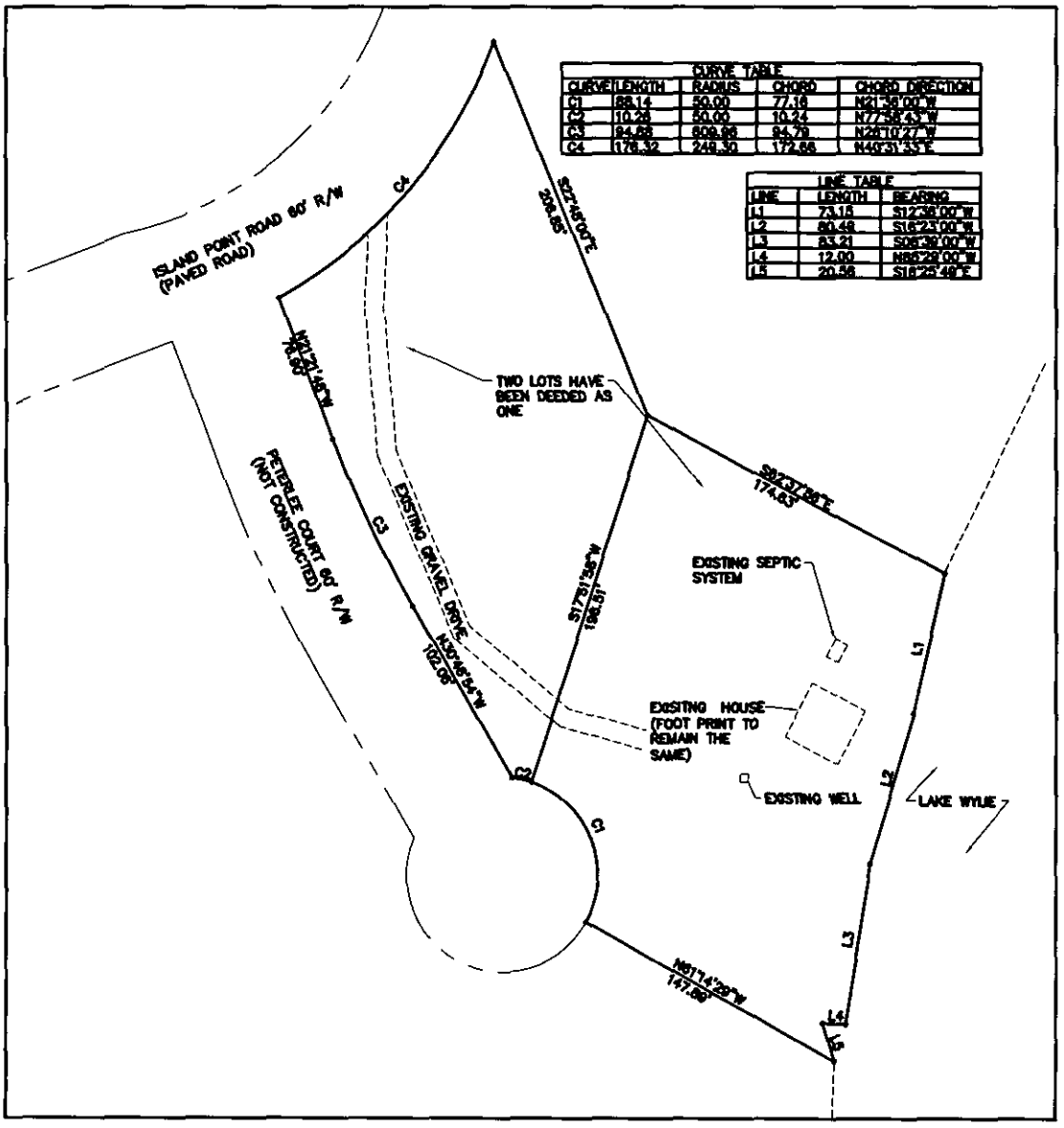
EHS Signature — Date: 2-12-07 Denied.

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

File #_____
Date_____

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	
Date	1.30.07

LBC 12/15/04

MECKLENBURG COUNTY

Land Use & Environmental Services Agency
Groundwater & Wastewater Services

Febuary 12, 2007

Joseph J. Matrulli
9809-11 Emerald Point Dr.
Charlotte, NC 28278

Re: Application for approval to use an existing on-site wastewater treatment & disposal system.
Property Location: 9717 Peter Lee Court
Health Department file number: **5503B**

Dear Property Owner or Owner's Agent:

On Febuary 12, 2007 the Mecklenburg County Health Department, Groundwater & Wastewater Services Section, evaluated the above-referenced property to determine if approval to use an existing on-site wastewater treatment & disposal system could be granted for your proposed project. This evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes, Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules, and the Mecklenburg County Groundwater Well Regulations.

Based on the information provided in the application, dated January 30, 2007, and findings from the site evaluation conducted by our office, your request for approval to use an existing on-site wastewater treatment & disposal system is **not** being granted. This decision is based on the following conditions that were identified during the site visit:

- ☒ The existing on-site wastewater treatment & disposal system was not functioning properly at the time the site evaluation was conducted.
- ☐ The proposed plans do not meet the required setbacks for the on-site wastewater treatment & disposal system serving the property.
- ☐ The proposed plans do not meet the required setbacks for the reserved repair area for an on-site wastewater treatment & disposal system.
- ☐ The proposed plans do not meet the required setbacks for water supply wells.
- ☐ The proposed project will exceed the permitted daily design flow for the existing on-site wastewater treatment & disposal system. System alteration will be required in order to accommodate your proposed project.

If you need any additional information or assistance please contact our office at (704) 336-5103.

Sincerely,

Jeremy Michael R.S.

Jeremy Michael
Environmental Specialist

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

Sheet: 1
Property ID: 199-091-19,51
Lot #:
File #: 5503B
Code: 3

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: AMA Associates, LLC
Applicant: Joseph Matrulli
Address: 9809-11 Emerald Point Drive, Charlotte, N. C. 28278
Date Evaluated: 02/18/2004
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: 1.7a
Location of Site: 9717 Peterlee Court
Property Recorded:
Water Supply: [ ] Public [x] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 15	0-10	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	28	US	NONE	US, III .1GPD/FT^2 LPP
		10-28	SBK/SCL	"					
		28-48	M/SCL	"					
2	LS, 10	0-4	GR/CL	"	2.5Y5/2@31"	28	"	"	US
		4-14	SBK/CL	"					
		14-28	ABK/C	VFI/EXP/VS/VP					
		PEDS	>1"						
		28-44	M/CL	FR/SEXP/SS/SP					
3	"	0-3	GR/SCL	"	>48" TO SOIL WETNESS	30	US	"	"
		3-11	SBK/SCL	"					
		11-30	SBK/C	VFI/EXP/VS/VP					
		30-48	MS/SCL	FR/SEXP/SS/SP					
4	LS, 8	0-3	GR/SCL	"	2.5Y7/1@24"	24	"	"	"
		3-12	SBK/SCL	"					
		12-24	SBK/C	VFI/EXP/VS/VP					
		24-41	M/CL	FR/SEXP/SS/SP					
5	"	0-3	GR/SCL	"	>35" TO SOIL WETNESS	23	"	"	"
		3-11	SBK/SCL	"					
		11-30	SBK/C	VFI/EXP/VS/VP					
		30-48	M/SCL	FI-VFI/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

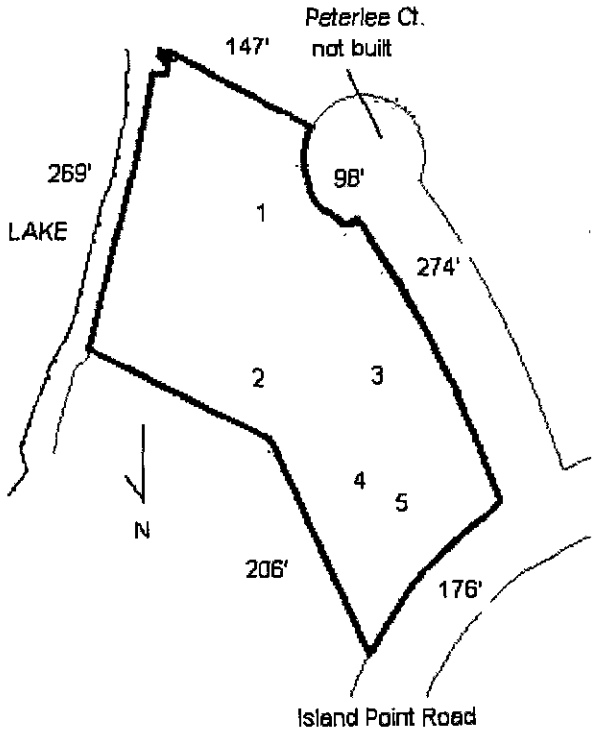
Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 2/19/2004, W. R. Marlin
Others Present: D. Cornelius

FILE #5503B

COMMENTS: 100% repair

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

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



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

Sheet: 1
Property ID: 199-091-19, 51
Lot #:
File #: 5503B
Code: 3

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: AMA Associates, LLC
Applicant: Joseph J. Matrulli
Address: 9809-11 Emerald Point Drive, Charlotte, N. C.
Date Evaluated: 01/30/2004
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1	LS, 15	0-4	GR/SCL	FR/SEXP/SS/SP	>26" TO SOIL WETNESS	26	N/A	NONE	US
		4-18	SBK/SCL	"					
		18-26	SBK/C	VFI/EXP/VS/VP					
2	LS, 10	0-5	GR/SCL	FR/SEXP/SS/SP	>21" TO SOIL WETNESS	21	"	"	"
		5-21	SBK/C	VFI/EXP/VS/VP					
3	"	0-8	GR/SL	FR/SEXP/NS/NP	>28" TO SOIL WETNESS	23	"	"	US, III
		8-23	SBK/SCL	FR/SEXP/SS/SP					
		23-28	M/CL	"					
4	LS, 6	0-5	GR/SL	FR/SEXP/NS/NP	>17" TO SOIL WETNESS	17	"	"	US
		5-17	SBK/C	VFI/EXP/VS/VP					
5	LS, 8	0-2	GR/CL	FR/SEXP/SS/SP	>11" TO SOIL WETNESS	11	"	"	"
		2-11	SBK/C	VFI/EXP/VS/VP					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

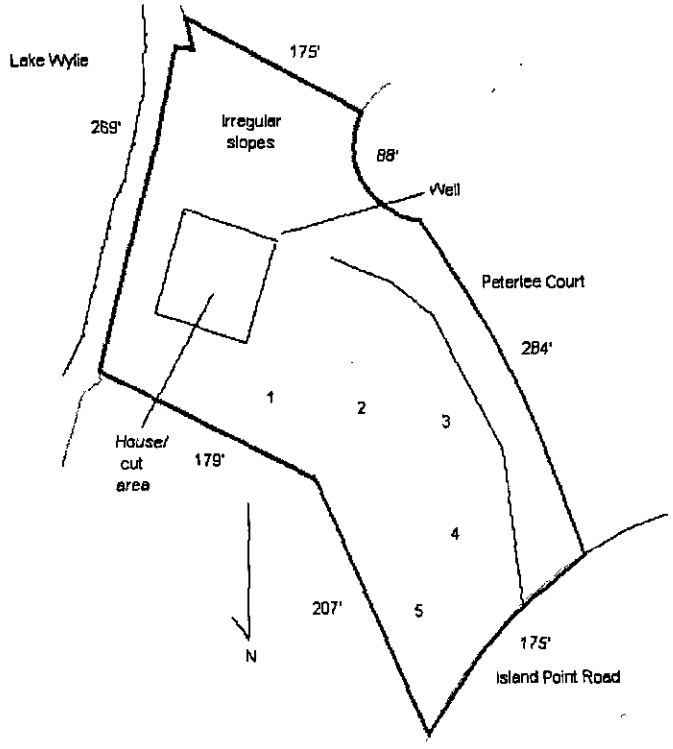
Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 1/30/2004, W. R. Marlin
Others Present:

FILE # 5503B

COMMENTS: 100% repair

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

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



FEE: 290.00 CK# 352
DATE: 11/4/04 QC

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

PP 100.00 2nd Site Evaluation JKA 2-13-04 [ ] 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 #: 550308

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 199-091-19

STREET ADDRESS: 9717 PETERLEE CT.

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: 11

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3000

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 6

CLOSING DATE FEB 15, 2006

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C) __ MUNICIPAL (M) X 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 X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES X YES __ NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:

NAME: MATRULLI JOSEPH J.
(LAST) (FIRST) (MI)

ADDRESS: 9809-11 EMERALD POINT DR

CITY: CHARLOTTE STATE: NC ZIP: 28278

DAYTIME PHONE: (803) 547 - 9577

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: AMA ASSOCIATES LLC
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? SEPT. 15 2000

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: _____ DATE: 1-13-04

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

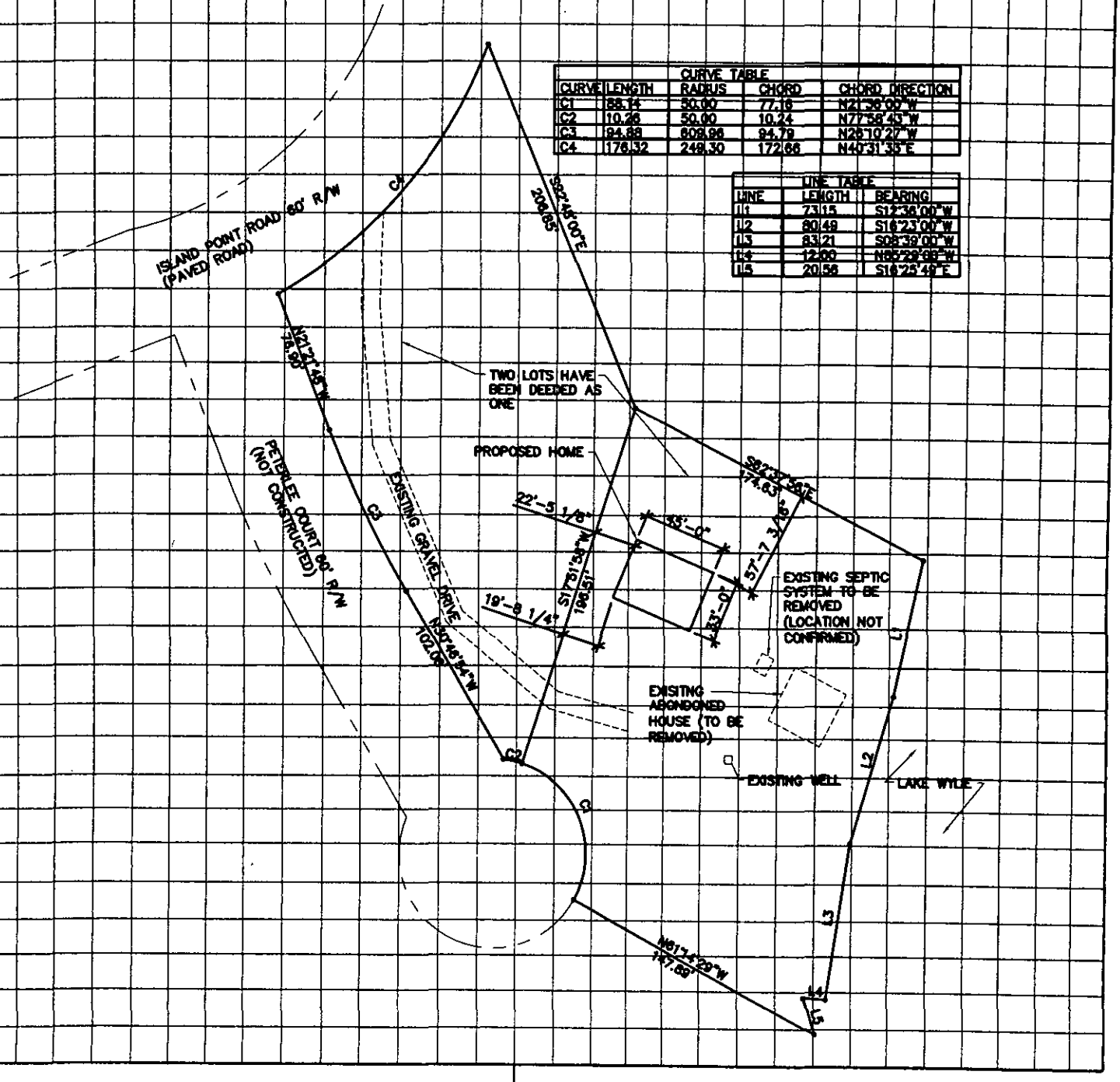
PROPOSED PLOT PLAN

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

FILE: 55038

TC: 199-091-19

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.



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD DIRECTION
C1	88.14	50.00	77.16	N21°36'00"W
C2	10.26	50.00	10.24	N77°58'43"W
C3	94.88	608.86	94.79	N28°10'27"W
C4	176.32	248.30	172.66	N40°31'35"E

LINE TABLE

LINE	LENGTH	BEARING
L1	73.15	S12°36'00"W
L2	80.49	S16°23'00"W
L3	83.21	S08°39'00"W
L4	12.00	N85°29'00"W
L5	20.56	S16°25'48"E

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE _____

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

55038

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. 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 (Form 2) with the New Construction Addendum (Form 2A3).

JOSEPH MATRULLI, as Buyer, hereby offers to purchase and AMA ASSOCIATES LLC, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of CHARLOTTE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 9717 PETERLEE CT AND ISLAND POINT RD. Zip 28273 Subdivision Name LEGAL DESCRIPTIONS- LT SEC 40 M17-1650 & M25-272-275 Plat Reference: Lot _____, Block or Section _____ as shown on Plat Book or Slide 11573 at Page(s) 412 & (Property acquired by Seller in Deed Book 13050 at Page 823). **NOTE:** Prior to signing this Vacant Lot 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. PURCHASE PRICE: The purchase price is $ 187,500.- and shall be paid as follows:

(a) $ 1,000.- , EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by RE/MAX Executive ("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) $ 1,000.- , ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than REMOVAL OF SOIL TESTS & DOCK PERMIT CONTINGENCIES TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ N/A , 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) $ N/A , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 185,500.- , BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☐ Conventional ☒ Other: CONSTRUCTION loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of $304,000.- for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within 5 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before _____ and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing

REALTOR®
This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12 - T
© 7/2003

Buyer Initials JJM Seller Initials _____

RE/MAX Executive Realty 6842 MORRISON BLVD STE 100, CHARLOTTE NC 28211
Phone: 7045407500 Fax: 7045437077 REMAX Executive Realty

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from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for RESIDENTIAL purposes ("Intended Use").

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

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

5. 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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 $ N/A per N/A.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ 5,600.- , excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. 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.

9. 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 1-15-2004, at a place designated by Buyer. The deed is to be made to AS DIRECTED AT CLOSING.

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

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

11. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

☒ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 11-5-03, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by 11-19-03 _____ that this condition cannot be satisfied, **time being of the essence.**

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by 11-19-03 that this condition cannot be satisfied, **time being of the essence.**

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. 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. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible 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.

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

(1) ADDITIONAL PROVISIONS ADDENDUM ATTACHED.
(2) ADDENDUMS NO. 1 & 2 TO CONTRACT ATTACHED.
(3) CONTINGENT SALE ADDENDUM ATTACHED.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. 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.

17. 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.

18. 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.

19. 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.

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20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 8-05-03 Date: 8-15-03

Buyer _____ (SEAL) Seller _____ Member (SEAL)

Date: _____ Date: For A.M.A. Associates LLC

Buyer _____ (SEAL) Seller _____ (SEAL)

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

Date 8-4-03 Firm: RE/MAX Executive Realty

By: Amy Dupree (Signature)

Selling Agent/Firm/Phone Amy Dupree/RE/MAX Executive Realty/704-756-4407

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

Listing Agent/Firm/Phone David A. Clowinger (704) 825-9200 616-0659

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

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MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	02/13/04	**Amount:**	100.00
Receipt #:	22942	**Tendered:**	100.00
Check / Auth #:	CHECK 364	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: CASH CUST (LAST NAME FIRST)
Attn:
Address:
Address:
City/State/Zip: ,

Item	Description	Permit#	Quantity	Unit Price	Total Price
0707	Site Consultation Visit 9717 PETERLEE STREET		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
6.00					