

4535 CHARLIE HIPP RD

05312227

12/27/2007

duponbj

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

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an
ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 2255B Permit #: _____ Tax Parcel #: 053-122-27

Property Owner: EDMUND / BALANCE

Job Location Address: 4535 CHARLIE HIPP ROAD

City: CHARLOTTE State: NC Zip Code: 28214

Operation Permit Issuance Date: 9/8/06 Contractor Name: JOYE ENTERPRISES

Permitted Design Flow: 360 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Effluent Pump Model: N/A

Drainfield Installation ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 400 feet

# of Lines: 4 @ 100 feet

Depth of Media: 12 inches (Type) STONE

Depth of Cover: 12 inches

Distribution Device: D-BOX

Bed Installation *(For Repair Installations ONLY.)* ☑ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 50 feet

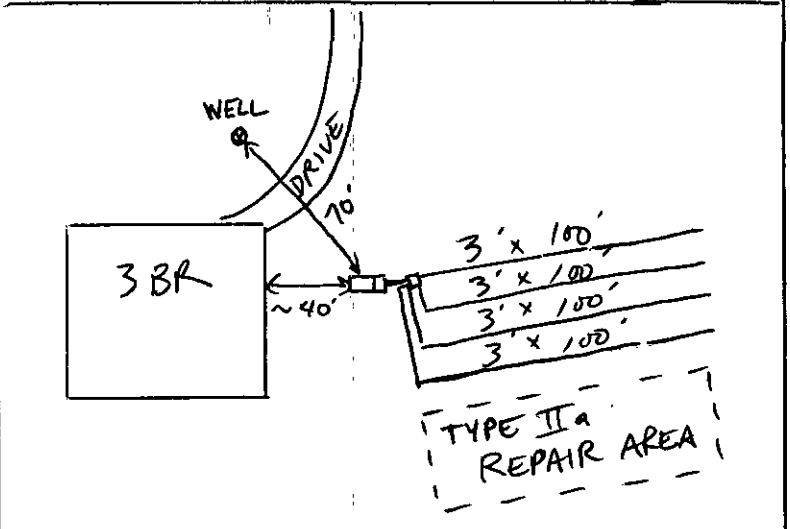
Inspection Dates

Tank(s) Inspected: 8/13/06

Excavation Inspected: 9/8/06

Pump & Controls Inspected: N/A

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



The undersigned has inspected the Septic Tank System described above, and certifies it has been ☑ installed ☐ altered ☐ repaired ☑ as detailed in the plot above ☑ in accordance with the permit issued and meets the provisions of 15A NCAC 18A. 1900, "Laws and Rules for Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. The issuance of this Operation Permit does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 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 or Revocation of this permit.

Comments: System Classification & Type: TYPE II(a) CONVENTIONAL GRAVITY, #5 STONE

DENR Authorized Agent: Chris Sherrill, RS, LSS Signature: Chris Sherrill

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

INSTALLATION APPROVAL for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 2255B Permit #: _____ Tax Parcel #: 053-12-227

Property Owner: Paula Edmunds + Tish Ballance

Job Location Address: 4535 Charlie Hipp Rd

City: Charlotte State: NC Zip Code: 28214

Installation Approval Issuance Date: ~~8/5/05~~ 7/14/06

Permission is hereby given to ☒ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 8/5/06, after which date this approval 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 granting this approval. 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 of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 360 GPD

Site LTAR: 0.3 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Drainfield Design ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 400 feet

# of Lines: 4 @ 100 feet

Depth of Media: 12" inches (Type) Gravel

Distribution Device: D-Box

Bed Design *(For Repair Installations ONLY.)* ☒ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Water Supply Source

☐ Municipal ☒ Private Well ☐ Community Well

☐ Other _____

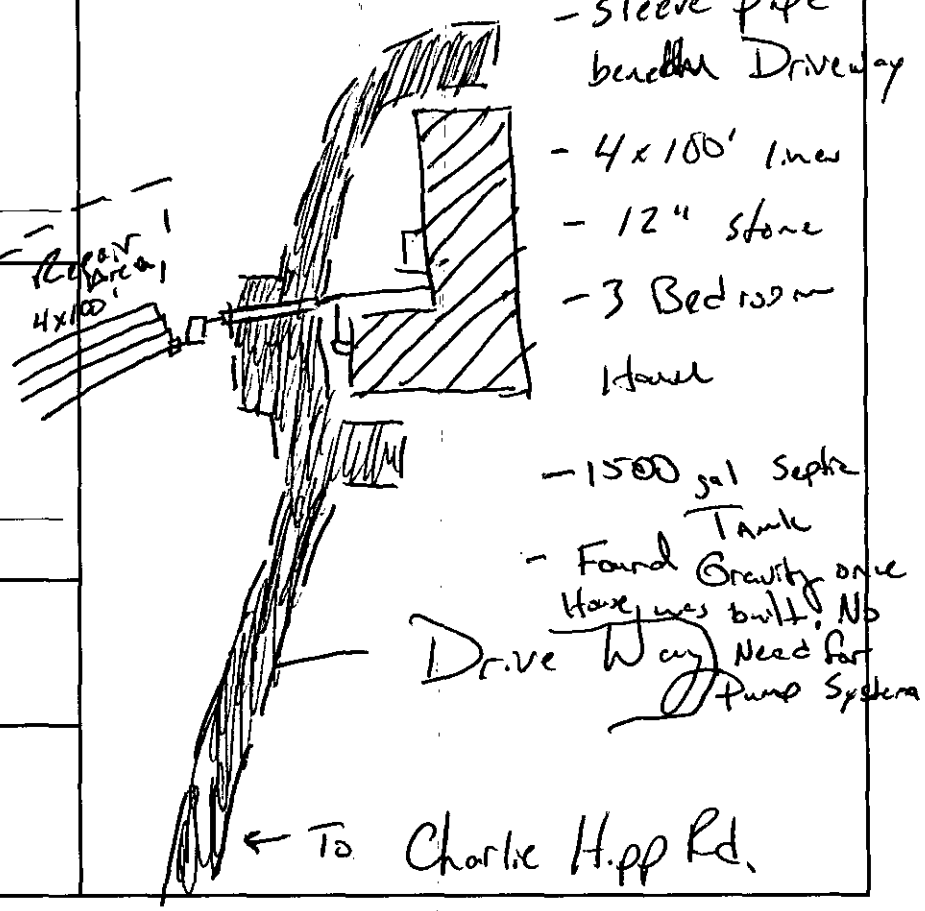
Minimum System Setbacks

Distance from Building Foundation: 75' feet

Distance from Property Line: >10' feet

Distance from Water Supply Source: >50 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: IIa

DENR Authorized Agent: Zach Peterson Signature: Zach Peterson

RF P#19549 ACS HD 43644

FEE: 150 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 8/29/02 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ PERMIT NO: 22558
PARCEL NO: 053-12-227
JOB LOCATION ADDRESS: ~~4615~~ 4535 Charlie Hipp Road
PROPERTY OWNER: Louise B Jose
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 8/26/02
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 22558, 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 AUTHORIZATIONS TO CONSTRUCT.

Bryan Beal 8/29/02
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

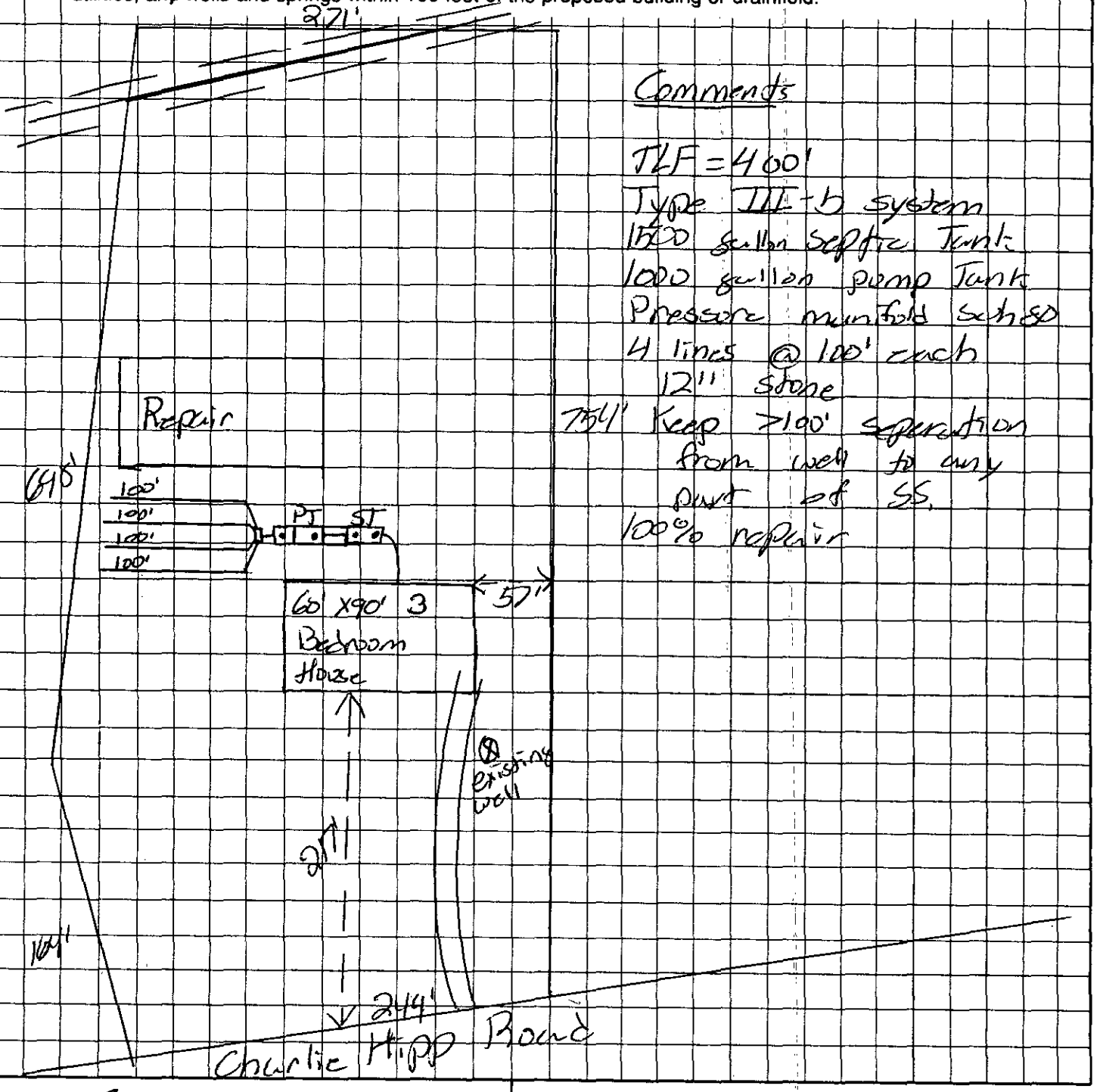
PROPOSED PLOT PLAN

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

FILE: 2255 B

TC: 053-12-227

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.



Comments

TLF = 400'
Type III-b system
1500 gallon septic Tank
1000 gallon pump Tank
Pressure manifold sch 80
4 lines @ 100' each
12" Stone

OWNER/AGENT SIGNATURE

DATE 8/29/07

APPROVAL DATE _____

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2255B

Tax Number: 053-12-227

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

Basement	___ Yes	X No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	4' Trench spacing (min. on centers)	
V.C.S Serviced by private well	1500 Gallon septic tank	400' Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone		
Any surface waters present: No	Type:	Minimum separation distance:		
Site modifications required: No				
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	
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	4' Trench spacing (min. on centers)	30" Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for th 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 effe 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 Departme
- This Improvement permit is transferable.

DEHNR Authorized Agent — Date 8/26/02

Owner/Agent Signature — Date 8/29/02

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

WWS-100195

DATE: 8/5/02 fee 260 8/5/02 RF

FOR RESIDENTIAL SITE
INDIVIDUAL WATER AND WASTEWATER
SYSTEMS PROGRAM

[ ] 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 #: 2255B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 05312227

STREET ADDRESS: ~~4535~~ Charlie Hipp Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: NONE

LOT NUMBER: TRACT 3

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3500

NUMBER OF BEDROOMS: | NUMBER OF OCCUPANTS:

CLOSING DATE 8/31/02

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
✓ 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 ✓ NO TYPE: _____

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: Joye (LAST) Louise (FIRST) B. (MI)

ADDRESS: 12000 Moores Chapel Rd.

CITY: Charlotte STATE: NC ZIP: 28214

DAYTIME PHONE: (704) 399-0973

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Beaty (LAST) Bryan (FIRST) A. (MI)

DAYTIME PHONE: (704) 506-8264

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: Bryan Beaty DATE: 8/5/02

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

8/5/02 Placed into Bills box 8/5/02 RF

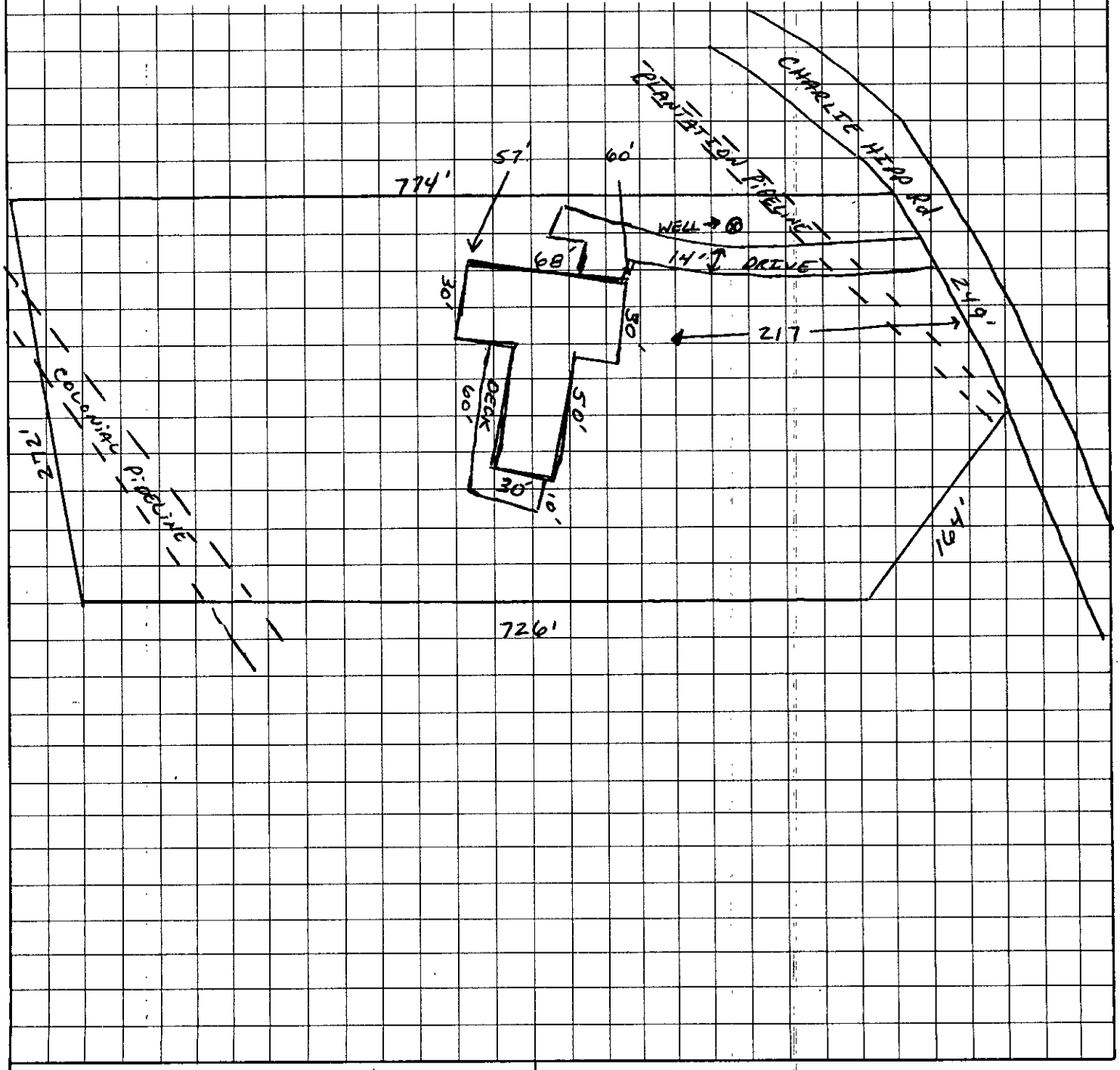
PROPOSED PLOT PLAN

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

FILE: 2255B

TC: 053-122-27

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

APPROVAL DATE _____

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

DATE: 8/14/2002

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION: MECK

053-122-27

PARCEL NUMBER

4535 charlie hipp rd

ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

N/A

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A

PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	___ APPROVED	___ NOT APPROVED
2. FLOODWAY REGULATIONS	___ APPROVED	___ NOT APPROVED
3. WATERSHED PROTECTION	___ APPROVED	___ NOT APPROVED
4. COMERCIAL DRAINAGE PLAN	___ APPROVED	___ NOT APPROVED
5. PUBLIC UTILITY EASEMENT	___ PRESENT	___ NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	___ YES	___ NO
7. DRIVEWAY PERMIT REQUIRED	___ YES	___ NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	___ YES	___ NO

Remarks:

address verified- new single family home

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

SIGNED: [signature]

ALL OTHER FORMAS OBSOLETE
— NEW ADDRESS
REVISED 1/91

OFFER TO PURCHASE AND CONTRACT

Paula J. Edmund and LETITIA L. BALLANCE, as Buyer, hereby offers to purchase and Louise B. Joye, Ronald & Tamala Casey, Paul & Melinda Spaith 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 Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 4615 Charlie Hill Rd. Zip 28214
Legal Description: L3 M27-737 Tract 3 0531222 7
(☐ All ☐ A portion of the property in Deed Reference: Book M27, Page No. 737, Mecklenburg County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: 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, shades, drapery rods and curtain rods, brackets and all related 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 other items attached or affixed to the Property, EXCEPT the following items: NONE

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

4. PURCHASE PRICE: The purchase price is $ 100,000.00 and shall be paid as follows:
(a) $ 1000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: N/A to be deposited and held in escrow by Jim Beaty & Associates ("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) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, 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) $ 99,000.00, 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) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $ 100,000.00 (plus any financed VA Funding Fee or FHA MIP) 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 0 % of the loan amount. Buyer shall apply for said loan within 1 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 8-20-02 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing 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. 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 Closing costs (including loan discount points), those costs are as follows: NONE
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for RESIDENTIAL 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 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

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

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 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, attorneys 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.

clk # 465 $100 X

FEE: 200.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 10/17/97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 10-17-97 4553 PERMIT NO: 22558
PARCEL NO: 053-122-27
JOB LOCATION ADDRESS: 465 Charles Heppard
PROPERTY OWNER: Bill Meyer
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: Joni Higgins Bunn, RS DATE: 10/17/97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. _____, 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: Installation Approval Required.

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.

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE — DATE 10/17/97

Permit Number: 2255B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 053-122-27

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	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9 Trench spacing (min. on centers)	
✓ Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	36 Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present: NO Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: ① WELL SHALL BE 100' MAXIMUM FROM ANY PART OF THE SEPTIC SYSTEM. ② THIS PERMIT IS VALID FOR 5 YEARS OF TIME OF ISSUANCE.				
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	
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9" Trench spacing (min. on centers)	36" 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.

Dave Reggio Penny 10/17/97

DEHNR Authorized Agent Date

Owner/Agent Signature Date

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

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

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

2255B #1 COUNTY: Horry

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

PO 053-122-27

OWNER: Moyer William F. APPLICANT:
ADDRESS: PO Box 144 Edisto Island SC APPLICATION DATE: DATE EVALUATED:
PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: 1.39 ac
LOCATION OF SITE: off Charlie Hipp Rd PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

Reached 8-15-02 No change in status of report

PROFILE #	5-10b .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFL CLAS & LTA
1	LS	0-4"	gr/sl	Fr/SE/SS/SP	746" TO SOIL WETNESS	46"	N/A	None	.39/P2 IV PS
		4-46"	SBK/c	Fi/SE/SS/P					
2	LS	0-6"	gr/sl	Fr/SE/SS/SP	746" TO SOIL WETNESS	46"	N/A	None	.39/P2 IV PS
		6-46"	SBK/c	Fi/SE/SS/P					
3	LS	0-3"	gr/sl	Fr/SE/SS/SP	747" TO SOIL WETNESS	47"	N/A	None	.39/P2 IV PS
		3-45"	SBK/c	Fi/SE/SS/P					
		45-47"	SBK/cl	Fr/SE/SS/SP					
4	LS	0-5"	gr/sl	Fr/SE/SS/SP	747" TO SOIL WETNESS	47"	N/A	None	.39/P2 IV PS
		5-47"	SBK/c	Fi/SE/SS/P					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: William McMahon 1999
OTHER(S) PRESENT: LSS

COMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

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

NOTES

HORIZON DEPTH — In inches below natural soil surface

DEPTH OF FILL — In inches from land surface

RESTRICTIVE HORIZON — Thickness and depth from land surface

SAPROLITE — S(suitable) or U(unsuitable)

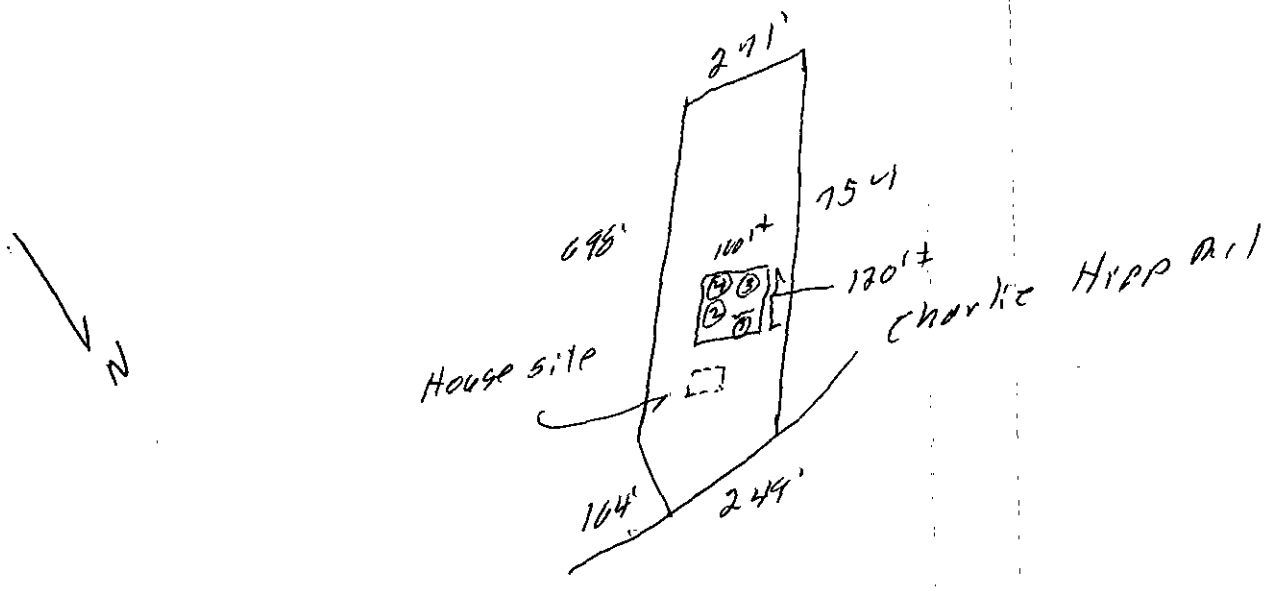
SOIL WETNESS — Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designatio

CLASSIFICATION — S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.

Long-term Acceptance Rate (LTAR): gal/day/ft²

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



FEE: 100.00 CK # 3147
DATE: 8/5/97

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

400

[ ] 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 #: 22 55B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 053-122-27 PQ

STREET ADDRESS: 4615 Charlie Hipp Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1926 sq/ft

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 5

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

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

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

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: X YES __ NO Gas lines.
WELL, SPRINGS OR WATERLINES: __ YES X NO
DESIGNATED WETLANDS: __ YES X NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Moyer (LAST) William (FIRST) F (MI)	NAME: (LAST) N/A (FIRST) (MI)
ADDRESS: P.O. Box 144	DAYTIME PHONE: ( )
CITY: Edisto Island STATE: SC ZIP: 29438	
DAYTIME PHONE: (803 869-0142 (Beth)	

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: _____ DATE: 10/17/97

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

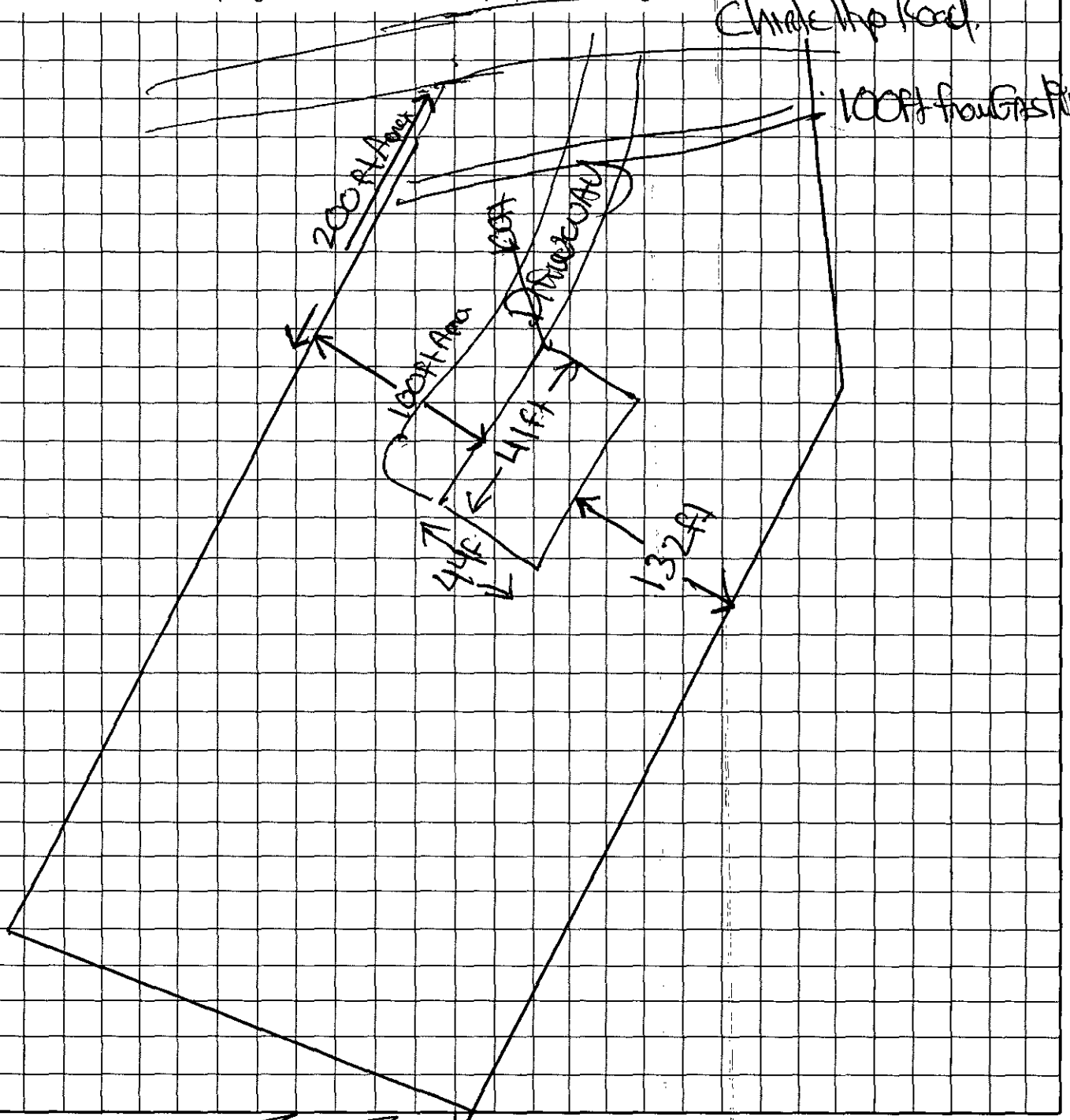
PROPOSED PLOT PLAN

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

FILE: 2255B

TC: 053-122-27PR

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE 10/17/97

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

DATE 10/17/97

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

Meck

JURISDICTION ~~CHAR~~

053-122-27
PARCEL NUMBER

4615 CHARLIE HILL RD
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	____APPROVED	____NOT APPROVED
2. FLOODWAY REGULATIONS	____APPROVED	____NOT APPROVED
3. WATERSHED PROTECTION	____APPROVED	____NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	____APPROVED	____NOT APPROVED
5. PUBLIC UTILITY EASEMENT	____PRESENT	____NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	____YES	____NO
7. DRIVEWAY PERMIT REQUIRED	____YES	____NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	____YES	____NO

REMARKS: LW-PA Single Family Residence

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

SIGNED: RLC

REVISED 1/91

needs to file application
left with on 8/1/97

TO: Environmental Health
In Care of Hal Marshal Center
700 North Tryon Street
Suit 211
Charlotte N.C. 28202

ck # 3147
$100.00
8/2/97

From: William Ford Mayer
P.O. Box 144
Edisto Island
S.C 29438

Subject: As per our conversation on Monday July 27; I am submitting a written request for septic and water (well) on the land known as

053-122-27 pt

Tract 3 on Charlie Hipp Road
Charlotte NC 28214

My wife and I purchased the land on July 11 1997 from "Tamala Faye Beaty Louise B Edge and Melinda B Sprinkle.

The Deed is in/recorded

Indosed is a check for 100.00 as requested.

Any question please call my wife at work 803 869-0142 Beth Mayer

Thank You for your continued help

William Ford Mayer

Daily Counter Transactions - Environmental Health

Printed On November 14, 10:36 AM
Printed By craiggy

Transaction Date 08/29/02

Receipt#	Account#	Name	Transaction Type	Comments	Pymt Method	Check/Auth No.	User	Amount
10154	200000	RYAN HOMES	0701 Improvment Permit App-Residen	2601 HEATH LAKE DRIVE	CHECK	748825	CRAIGGY	200.00
10154	200000	RYAN HOMES	0701 Improvment Permit App-Residen	6925 HEATH GLEN DRIVE	CHECK	748825	CRAIGGY	200.00
10156	200000	PAULA JANE EDMUND	0734 Auth for Waste Wtr Sys Constr	4535 CHARLIE HIPP RD	CHECK	1425	FOSTERV	150.00
10158	200000	NANCY G. THOMPSON	0718 Residential Pool Permit		CHECK	3141	FOSTERV	75.00
10159	200000	ARRETHA KISER	0722 Home Day Care Eval/Annl Fee		CHECK	2168	FOSTERV	40.00
10162	200000	LEONID GULE	0705 MH Exc/Add/Repl w/o System Mod		CASH		FOSTERV	100.00
10163	200000	TARLTON JERRIE H	0711 Well Water Analys-Bacteriolgcl	2300 MCMANUS RD	CHECK	6376	CRAIGGY	50.00
10163	200000	TARLTON JERRIE H	0712 Well Water Analys-Nitra/Nitri	2300 MCMANUS RD	CHECK	6376	CRAIGGY	15.00
10163	200000	TARLTON JERRIE H	0714 Well Water Analys-Organic	2300 MCMANUS RD	CHECK	6376	CRAIGGY	200.00
10163	200000	TARLTON JERRIE H	0711 Well Water Analys-Bacteriolgcl	2348 MCMANUS RD	CHECK	6376	CRAIGGY	50.00
10163	200000	TARLTON JERRIE H	0712 Well Water Analys-Nitra/Nitri	2348 MCMANUS RD	CHECK	6376	CRAIGGY	15.00
10167	B97449	QUEEN CITY POOL & SPA INC	0733 Public Pool Permit	6225 PROSPERITY COMMONS DR/PR	CHARGE		CRAIGGY	200.00
10172	200000	EDWARDS LUCIEN	0705 MH Exc/Add/Repl w/o System Mod		CHECK	3374	FOSTERV	100.00
10174	200000	VARNER, SHARON J.	0722 Home Day Care Eval/Annl Fee	HOME DAY CARE	CHECK	702	JONESNY	40.00
10175	200000	DRUMMOND, ETHEL M.	0722 Home Day Care Eval/Annl Fee	HOME DAY CARE	CHECK	2247	JONESNY	40.00

Total for Transaction Date 08/29/02: 1,475.00

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) Raw 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 Buyers 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. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before 8-20-02. Seller shall provide written notice to Buyer of Seller's response within 1 days of Buyer's notice. 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 as to all structures except N/A 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 completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or 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 the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, 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 8-31-02, at a place designated by Buyer. The deed is to be made to Buyer.

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.)

1. Addendum A
2. Dual Agency Addendum

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. 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.

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

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

Date: 7/27/02 — Date: 7/29/02

Buyer Paula J Eckl (SEAL) — Seller Melinda B Sprinkle Ruth Sprinkle (SEAL)

Date: — Date: 7/29/02

Buyer Latitia L Ballance (SEAL) — Seller Pamela D. Gosey Donald H Gosey (SEAL)

Louise B. Joyce

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

Date 7/27/02 — Firm: Jim Beaty & Associates

By: Bryan Beaty

Selling Agent/Firm/Phone Bryan Beaty / Jim Beaty & Associates / 704-394-6090

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

Listing Agent/Firm/Phone Bryan Beaty / Jim Beaty & Associates / 704-394-6090

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

This form produced by Formulator Forms Software v3 800-336-1027

Printed On: Friday, July 26, 2002 17:08:11

Pd $200 on 8/15/02 - should have paid only $100 for additional site visit w/transfer of I.P.

Apply overpayment of $100 to Arch to Construct, balance of fees should be

Pd $150 8/29/02 - $50

Will owe $50 $150

for CO 200

7/29/02

GC

10/14/02