

9100 KEM ARBOR WAY

7/11/2007

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 4/20/98 PERMIT NO: 7674A
PARCEL NO: 139 262 27

JOB LOCATION ADDRESS: 9100 Kemway Dr
PROPERTY OWNER: J.G Young Sr (Prospective buyer Jean Young)
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: Philip S. Walker R.S. DATE: 4/20/98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 7674A, 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: Lift pump 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.

x Robert B Allen 4-20-98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number 2674A

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number 139262 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 W/Plumbing	___ 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	480 Max gallons/day wastewater flow	1610 Absorption Area (sq ft)		9" Trench spacing (min. on centers)
YES Serviced by private well	1500 Gallon septic tank	535' Total trench length (ft)		24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank Lift pump required	12" Depth of stone		

Any surface waters present: Yes Type: Creek Minimum separation distance: >50'

Site modifications required:

Additional Conditions: Lift pump required, driveway to hug right property line

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
1610 Absorption Area (Sq ft) 535' Total Trench Length (Ft)	12" Depth of Stone Trench	9" Trench spacing (min. on centers)		24" Maximum Trench Depth

For existing system, enter the year originally installed:

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

Thilo A Walker R.S. 4/20/98
DEHNR Authorized Agent Date

× Robert B. [illegible] 4-20-98
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

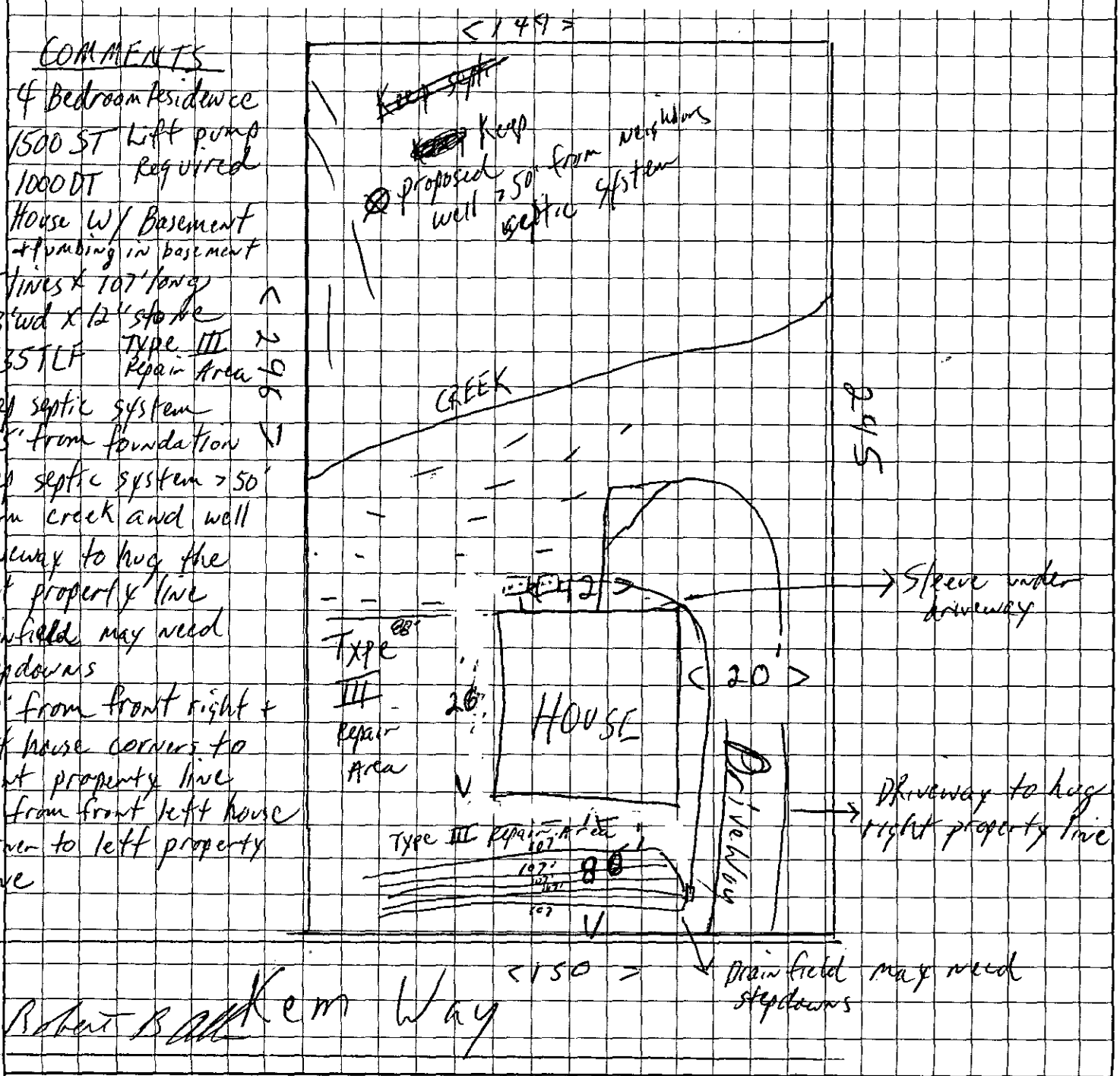
PROPOSED PLOT PLAN

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

FILE: 76744

TC: 139-262-27

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.



COMMENTS

4 Bedroom Residence
1500 ST Lift pump
1000 DT Required
House W/ Basement
+plumbing in basement
5 lines x 107' long
x 3'wd x 12" stone
535 LF Type III Repair Area
Keep septic system
>15' from foundation
Keep septic system >50'
from creek and well
Driveway to hug the
right property line
Drainfield may need
Stepdowns
80' from front right +
left house corners to
front property line
88' from front left house
corner to left property
line

Robert B Allen

Brian Allen
OWNER/AGENT SIGNATURE

DATE 3-18-98

APPROVAL DATE RHW 4/20/98

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

FEE: $100.00 CK# 2450
DATE: 3/18/98 SC

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

#2 [ ] 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 #: 76749

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-262-27

STREET ADDRESS: 9100 Kem Wy

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 21

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: 1600 ft

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE _____

Lot reckoned 4-9-98
deletions must be
signed report due

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

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

WATER SUPPLY (CHECK ONE): well

___ 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: J.G. Young, Sr.

NAME: (LAST) Young (FIRST) J. (MI) G.
ADDRESS: 640 Dwightware Blvd
CITY: Charlotte STATE: NC ZIP:
DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Ruggiero (FIRST) MaryAnn (MI) : realtor
DAYTIME PHONE: ( ) 574-7478 call
Send results to:
* Brian + Jean Allen (704) 545-1163
7732 Davis Rd / Charlotte, NC 28227

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____ ← send results to Allen's

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: Brian Allen / Jean Allen DATE: 3-18-98

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

FEE: ~~100~~ CK# 2450 DATE: 3/18/98 SC

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

#2 (4/13) 1 - 1 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 #: 76749

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 133-262-27

STREET ADDRESS: 9100 Kem Wy

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 21

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: 1600 ft

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE _____

Lot recheck 4-9-98
additional towing
mail area & notes on
proposed not repair

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____ 4-9-98

WATER SUPPLY (CHECK ONE): well
__ COMMUNITY (C)
__ SHARED WELL (S)
__ 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 ✓ 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: J. G. Young, Sr.

NAME: (LAST) Young (FIRST) J. (MI) G.
ADDRESS: 640 Dwightware Blvd
CITY: Charlotte STATE: NC ZIP:
DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Ruggiero (FIRST) MaryAnn (MI) : realtor
DAYTIME PHONE: ( ) 574- 7478 call
Send results to:
* Brian + Jean Allen * (704) 545-1363
7732 Davis Rd / Charlotte, NC 28227

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____ ← send results to Allen's

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: Brian Allen / Jean Allen DATE: 3-18-98

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

UNLESS NOTED OTHERWISE IRON PINS WERE INSTALLED ON ALL CORNERS AT TIME OF SURVEY.

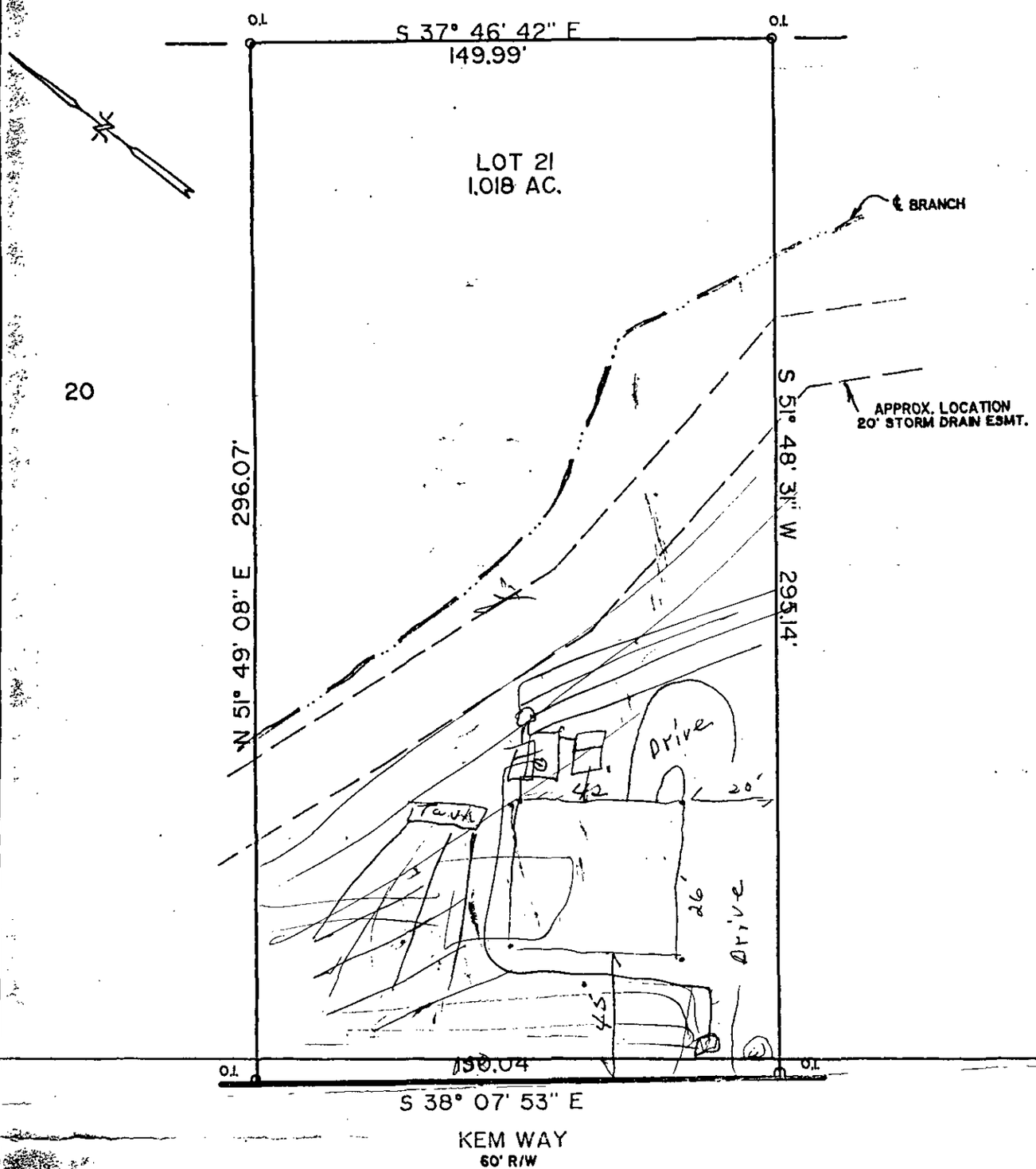
BEARINGS BASED ON RECORD PLAT NOTED BELOW.

FOR CONTROL CORNERS & MONUMENTAL TIES, IF ANY, REFER TO RECORD PLAT NOTED BELOW.

NORTH CAROLINA REGISTERED L 1008 LAND SURVEYOR JOHN R YARBROUGH

DATE MARCH IST, 1989

SIGNED John R. Yarbrough



BOUNDARY STAGE

PHYSICAL SURVEY

OF

KEM WAY (LOT 21 OF FOX RIDGE)

CLEAR CREEK TWSP. MECK. CO., MINT HILL N.C.

PROPERTY OF

ED GRIFFIN COMPANY

SCALE 1" = 40' DEED RECORDED _____ MAP RECORDED 20 - 902

N21107

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 19743

File: 7674-A Action 1

Parcel: 139-262-27 ☐ PC

Location: KEMWAY DR

Subdivision: FOX RIDGE

Lot: 21 Block: 3 Acres: 1.0

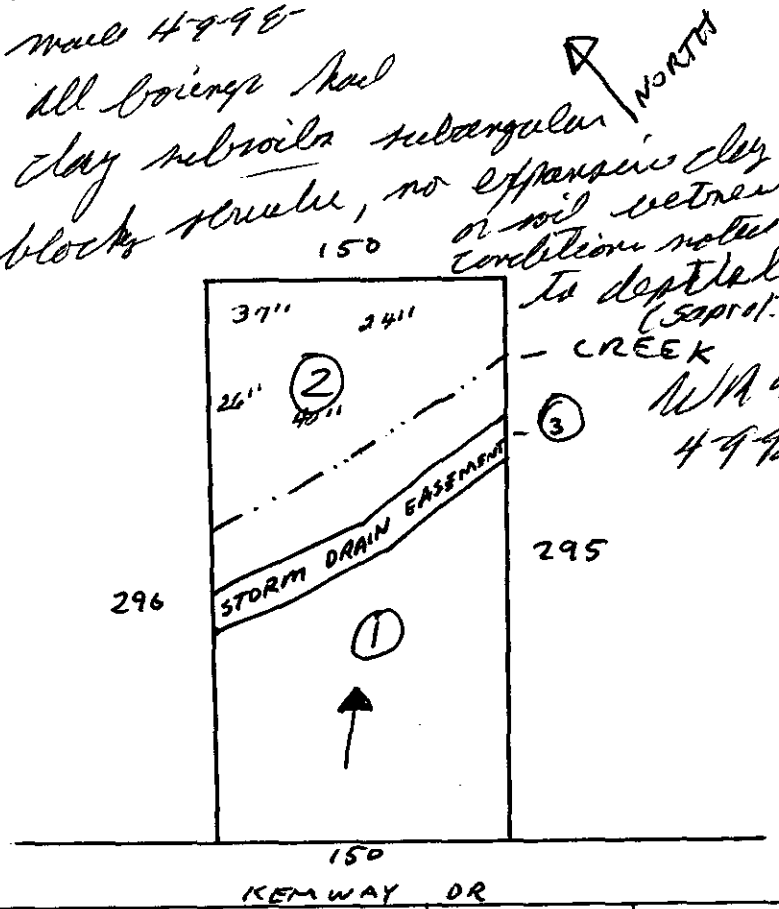
Owner: JAMES GRADY YOUNG
Address: 6401 DWIGHT WARE DR.
CHARLOTTE N.C.

Comments: 100% REPAIR
WILL REQUIRE LIFT
PUMP

Described by: Kelly Rawls

Date: 8-29-91

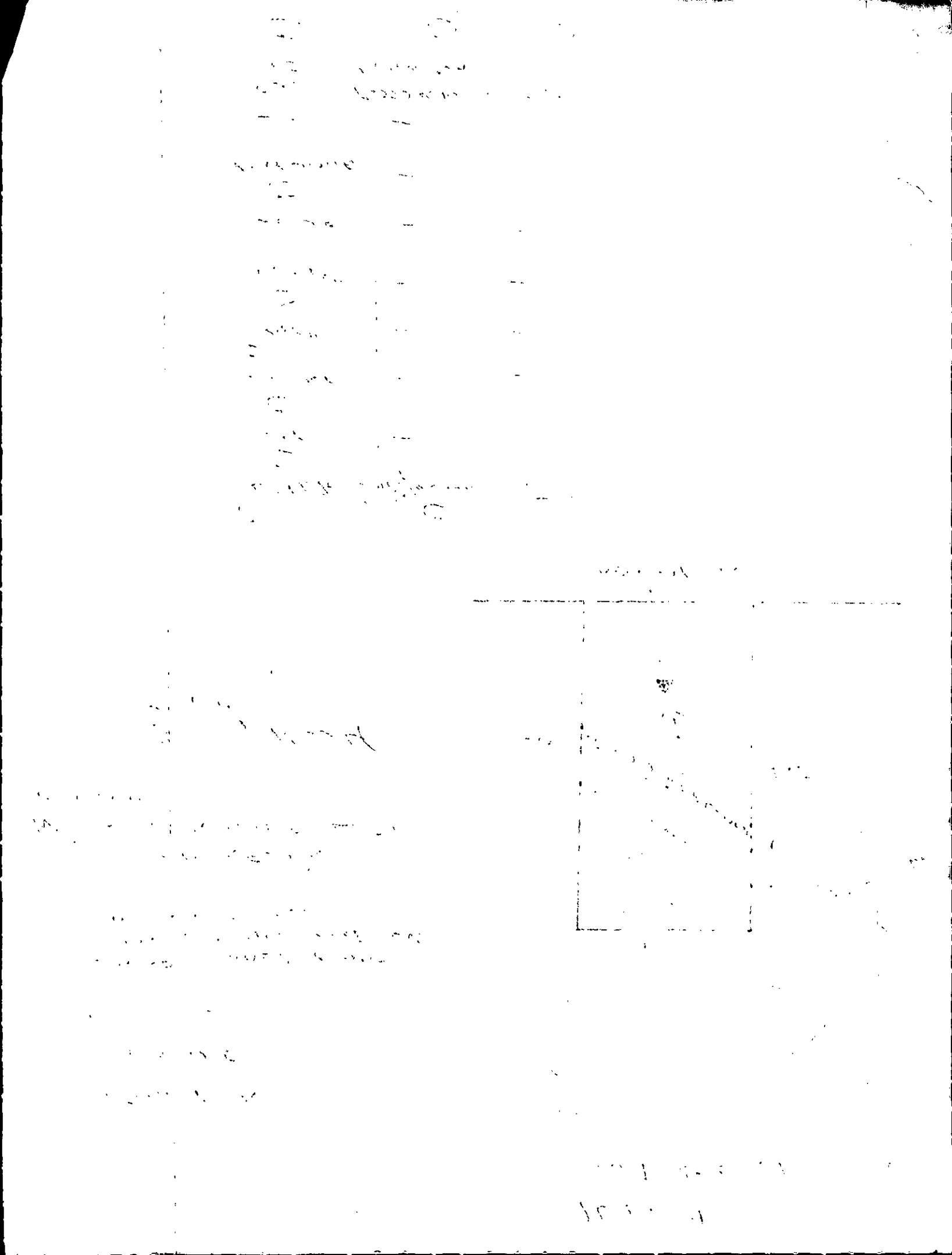
Additional Borings
made 4-9-98
All borings had
clay subsoils subangular
blocky structure, no expansive clay
or soil wetness
conditions noted
to depth tested
(saprolite)



N/A on 4-9-98

***** EVALUATION KEY *****
S = Suitable U = Unsuitable
PS = *Provisionally Suitable*
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 2-12%	S PS (U) FLOOD PLAIN/DRAINAGEWAY	S PS U	S PS U	S PS U	S PS U
Texture	S (PS) U CLAY	S PS U —	S PS U —	S PS U	S PS U	S PS U
Structure	S (PS) U BLOCKY	S PS U —	S PS U —	S PS U	S PS U	S PS U
Drainage	(S) PS U 748"	S PS U —	S PS U —	S PS U	S PS U	S PS U
Depth	S (PS) U 42-48"	S PS U —	S PS U —	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U NONE	S PS U —	S PS U —	S PS U	S PS U	S PS U
Available Space	S (PS) U VERY LIMITED	S PS U —	S PS U —	S PS U	S PS U	S PS U
Other (specify)	S PS U —	S PS U —	S PS U —	S PS U	S PS U	S PS U
Soil Group/Series	CECIL LIKE	FLOOD PLAIN DRAINAGEWAY	EASEMENT			
Area Classification	S (PS) U	S PS (U)	S PS (U)	S PS U	S PS U	S PS U



MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 19743

File: 7674-A Action 1

Parcel: 139-262-27 ☑ PC

Location: KENWAY DR

Subdivision: FOX RIDGE

Lot: 21 Block: 3 Acres: 1.0

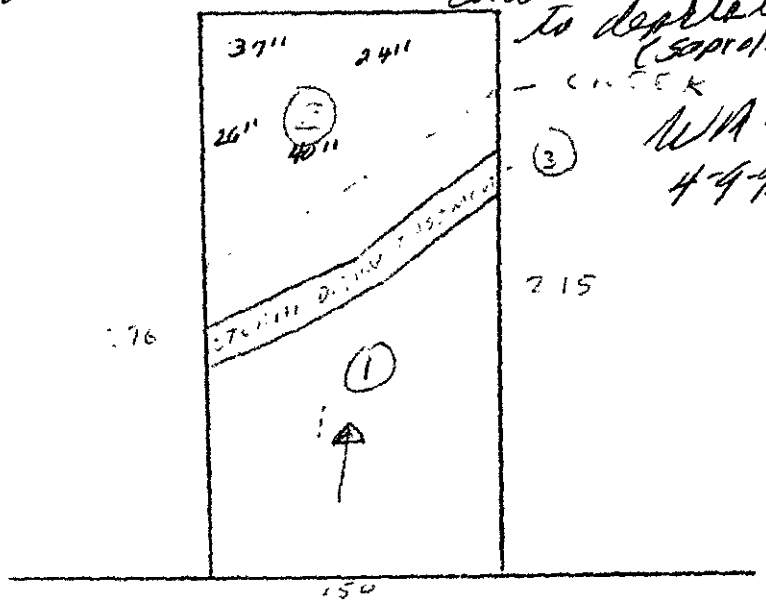
Owner: JAMES GRADY KING
Address: 4401 DWIGHT WOOD DR
CHARLOTTE NC

Comments: 100% REPAIR
WILL REQUIRE LIFT
PUMP

Described by: Kelly Rankl
Date: 8 29 91

Additional Borings
made 4-9-92
all borings had
clay subsoils subangular
blocky structure, no expansive clay
or soil wetness
conditions noted
to depth tested
(approx 7 ft)

NORTH



CREEK

N/A 4-9-92

***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 2-12%	S PS (U) FLOOD PLAIN/DRAINAGE WAY	S PS U	S PS U	S PS U	S PS U
Texture	S (PS) U CLAY	S PS U —	S PS U —	S PS U	S PS U	S PS U
Structure	S (PS) U BLOCKY	S PS U —	S PS U —	S PS U	S PS U	S PS U
Drainage	(S) PS U 74"	S PS U —	S PS U —	S PS U	S PS U	S PS U
Depth	S (PS) U 42-48"	S PS U —	S PS U —	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U NONE	S PS U —	S PS U —	S PS U	S PS U	S PS U
Available Space	S (PS) U VERY LIMITED	S PS U —	S PS U —	S PS U	S PS U	S PS U
Other (specify)	S PS U —	S PS U —	S PS U —	S PS U	S PS U	S PS U
Soil Group/Series	CECIL LIKE	FLOOD PLAIN DRAINAGE	FAIRMONT			
Area Classification	S (PS) U	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

CK#08469 P.D.E.D

$50 check
8-14-91 [illegible]

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 7674A

TC: 139-262-27

☑ PC ☐ REPT

JOB LOCATION

① ADDRESS: KEMWAY DR

② SUBDIVISION: FOX Ridge ③ LOT: 21 ④ BLOCK: 3

⑤ PARCEL REFERENCE: BOOK NO.: 139 PAGE NO.: 262 PARCEL NO.: 27

⑥ DEED REFERENCE: BOOK NO.: _____ PAGE NO.: _____

OWNER

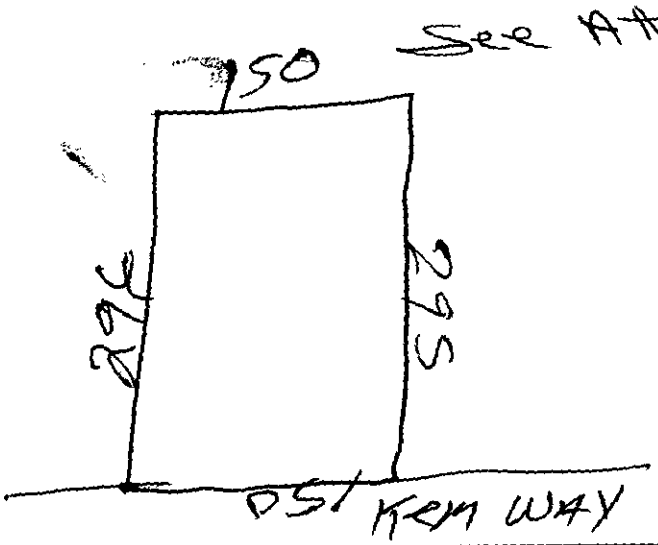
⑦ NAME: JAMES (FIRST) GRADY (MIDDLE) YOUNG SR (LAST)

⑧ MAILING ADDRESS: 6401 DWIGHTWARE Blvd

⑨ CITY: Charlotte ⑩ STATE: N.C. ⑪ ZIP: _____

⑫ PHONE: (WORK) 5970585 (HOME) 536-4068

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: James G. Young

Date: 8-14-91

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

Mecklenburg County
Health Department

August 30th, 1991

James Grady Young, Sr.
6401 Dwightware Blvd
Charlotte, NC

RE: Property located at Kemway Drive 21
FILE: 7674A
PARCEL: 139-262-27

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as PROVISIONALLY SUITABLE for such an installation. A copy of the Site Evaluation Report (Serial Number 19743) is enclosed for your information.

Should you desire to file for permission to install a ground absorption sewage disposal system, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. The plan will be reviewed and if it is found that the area of provisionally suitable soils is adequate for the proposed construction, an Improvement Permit will be issued by this Department.

If there are any questions concerning this matter, do not hesitate to contact me.

Sincerely,

Gene Vaughan, R.S., Supervisor
Individual Water and Wastewater Systems

Enclosure

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

7674A

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

ROBERT BRIAN ALLEN & WIFE DONNA JEAN ALLEN, as Buyer, hereby offers to purchase and JAMES E. YOUNG & WIFE ESTER E. YOUNG, 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 NONE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 9100 KEM WAY Zip 28227
Legal Description: TR 21 M.20-902
(☒ All ☐ A portion of the property in Deed Reference: Book 5971, Page No. 0203, MECKLENBURG County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
NONE

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

4. **PURCHASE PRICE:** The purchase price is $ 30,000.00 DJA RBA JGY EGY and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by ALLEN TATE CO. as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(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) $ 17,500 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to Buyer's obligation to close.)
(a) The Buyer must be able to obtain a loan commitment on or before _____, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other _____
loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 12,500 for a term of 15 years and interest rate not to exceed 10 % per annum, with mortgage loan discount points not to exceed 2 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for SINGLE FAMILY-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 governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: $95.00 ANNUAL-HOME OWNERS ASSOCIATION DUES
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
NONE

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ 95.00 per YEAR.

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

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

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

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

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

☐ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES)_____

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

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

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

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

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 4-30-98, at a place designated by Buyer. The deed is to be made to AS DIRECTED

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

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

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

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

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

Buyer Robert B Allen (SEAL) Seller [illegible] (SEAL)
SS/Tax ID# 232-12-1564 SS/Tax ID# [illegible]

Buyer Donna Jean Allen (SEAL) Seller Esther D. Young (SEAL)
SS/Tax ID# 237-20-0357 SS/Tax ID# 450-72-3063
Date: 3-12-98 Date: 3-14-98

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

Date 3/14/98 Firm: Allen Tate
By: MaryAnn Ruggiero

Selling Agent/Firm/Phone MaryAnn Ruggiero/Allen Tate Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☒ Dual Agent

Listing Agent/Firm/Phone MaryAnn Ruggiero/Allen Tate Acting as ☐ Seller's (sub)agent ☒ Dual Agent

ADDITIONAL PROVISIONS ADDENDUM

ROBERT BRIAN ALLEN & WIFE DONNA JEAN ALLEN, as Buyers

ESTES C. YOUNG & WIFE ESTES C. YOUNG, as Sellers

Property Located at 9100 KEM WAY, (Street) MINT HILL (City) NC. (State) 28227 (Zip)

NOTE: Only the provisions initiated below are a part of the Offer to Purchase and Contract:

1. N/A — EXPIRATION OF OFFER: This offer shall expire unless acceptance is delivered to buyer or to _____, before _____ AM PM, on _____ or until withdrawn by the Buyer, whichever occurs first.

2. ✓ — BUYER QUALIFICATION: Selling/Buyer's Agent shall provide Listing Agent evidence as to Buyer's qualification to obtain and secure a loan substantially as specified in Paragraph 5 within 15 days after the date of Seller's acceptance or contract is voidable at option of Sellers.

3. ✓ — SEPTIC TESTS: This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a _____ bedroom home, or 1600 SQ FT. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 4/15/98.

4. ✓ — SITE EVALUATION: This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for 1600 SQ FT House. All costs and expenses of such soil tests shall be borne by the Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 4/15/98.

5. N/A — FLOOD HAZARD ZONE: Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or generated by an agency of the U.S. Government.

6. N/A — APPRAISAL: The Property must appraise at a value equal to or exceeding the Purchase price or, this contract may be terminated at the option of the Buyer and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. N/A — CLOSING OF EXISTING CONTRACT CONTINGENCY: The contract is contingent upon closing of an existing contract on the Buyer's real property located at _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____ Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. N/A — HOMEOWNER'S WARRANTY: _____ agrees to purchase a Multi-Guard Warranty (a one (1) year warranty insurance contract) at closing, the cost of which shall be included as an expense to the _____ on the HUD-1. Cost not to exceed $_____.

9. N/A — COST OF REPAIR CONTINGENCY: If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12(b) and the wood destroying insect report as described in Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $_____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

10. N/A — OTHER: (In accordance with North Carolina Real Estate Law. Attorney Review Recommended.)

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Robert B. Allen (SEAL) Date 3-12-98

Buyer: Donna Jean Allen (SEAL) Date 3-12-98

Seller: Estes C. Young Sr (SEAL) Date 3-14-98

Seller: Esther D. Young (SEAL) Date 3-17-98

REALTOR®

EQUAL HOUSING OPPORTUNITY

Next part

of Lee