

4806 SPICEWOOD DR

13514101

1/3/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

To: Judy Kiser

RE: File # 3908B

From: Michael Bolton
619-7089

Thank you!

CMUD Confirms TAP Fee Paid - Charging for Service but Fees are not being Paid -

~~Bldg~~ Bldg Standards has no finals for Plumbing - If it is Connected then Plumber didn't get permit

Jeff Knight visited Site. There is a Clean-out in the yard Looks like they could be Connected.

Onsite Fountain/Plmb - Don Stanner finaled Water/Sewer 12/19/97

Don Stanner: He'll go recheck -

Don Stanner reported Connected to CMUD - He Confirmed on 12/2 at 3:30 pm.

DATE 10-14-97 CHARLOTTE-MECKLENBURG UTILITY DEPT.

RECEIVED FROM D Stanner & Bolton

FOR 4.55

CASH

CHECK # 1025

336 2231

Mecklenburg County
Health Department

M E M O R A N D U M

TO: Susan Uzzell
Accountant II

FROM: Sylvia D. Daniel, R.S.
Program Chief

Date: October 20, 1997

Ref: 4806 Spicewood Dr./File #3908B

SUBJECT: Refund

(Mr./Mrs./Co.) Mr. Michael Bolton originally paid $200.00

for Auth for Wstwtr. Sys Cnstr. & Inst aprvl, CO on August 1, 1997

A refund should be issued for $100.00 because

Mr. Bolton is connecting to Municipal sewer & will not be installing a

septic system.

Please make check payable to: Michael Bolton

7621 Waterford Ridge Drive #1106

Charlotte, NC 28212

FEE: 100.00
DATE: 7-7-97
CK# 1852

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

[ ] CRT

TYPE APPLICATION: [X] NEW SYSTEM [ ] EXPANSION/ ALTERATION OF EXISTING SYSTEM [ ] REPAIR OF EXISTING SYSTEM

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

FILE #: 3908B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 1351401

STREET ADDRESS: 4806 Spicewood Drive

SUBDIVISION OR MOBILE HOME PARK NAME: Spicewood Acres

LOT NUMBER: L (Lots 34 & 35)

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2007

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE July 31, 1997

ASAP- PLEASE!!

FOUNDATION FOR RESIDENCE:

[ ] WITHOUT BASEMENT ON SLAB
[X] CRAWL SPACE
[ ] WITH BASEMENT /PLUMBING
[ ] WITH BASEMENT /NO PLUMBING

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

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

WATER SUPPLY (CHECK ONE):

[ ] COMMUNITY (C) [ ] MUNICIPAL (M) [X] PRIVATE WELL (P)
[ ] SHARED WELL (S) [ ] OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Harris (FIRST) James (MI)	NAME: (LAST) Bolton (FIRST) Mike (MI) E
ADDRESS: 4700 Spicewood Dr.	DAYTIME PHONE: 704) 619-3889 / 532-5530
CITY: Charlotte STATE: NC ZIP: 28227	7621 Waterford Ridge Dr #1106
DAYTIME PHONE: ( ) -	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 2/2/2

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 Mike E Bolton DATE: 7/16/97

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

CR#1806 ✓ ✓ ✓

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number 3908B

4806 Spicewood Drive

Tax Number: 135-141-01

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	
.275 Long-term acceptance rate	300 Max gallons/day wastewater flow	1320 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Yes Serviced by private well	1500 Gallon septic tank	440 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required: No				
Additional Conditions: Keep well 100' from any portion of the sewage disposal system & its repair area or the maximum feasible distance, however, no less than 50 feet - Install nitrification lines on contour & 15' from any d'cut/embankment. - Do not grade area for septic system & its repair area.				
Exempt from 100% repair per .1945(c)(1) Repair Area System Type Type (circle one): I II III IV V VI Limited repair area	___ 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	
___ Absorption Area (Sq ft) ___ Total Trench Length (Ft)	___ Depth of Stone Trench	___ Trench spacing (min. on centers)	___ Maximum Trench Depth	
For existing system, enter the year originally installed: NA				

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.

Improvement permit valid 5 years from date of issuance.

Liba B. Trialik, RS 7/16/97

DEHNR Authorized Agent Date

Michael E Bolton 7/17/97

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: 3908B

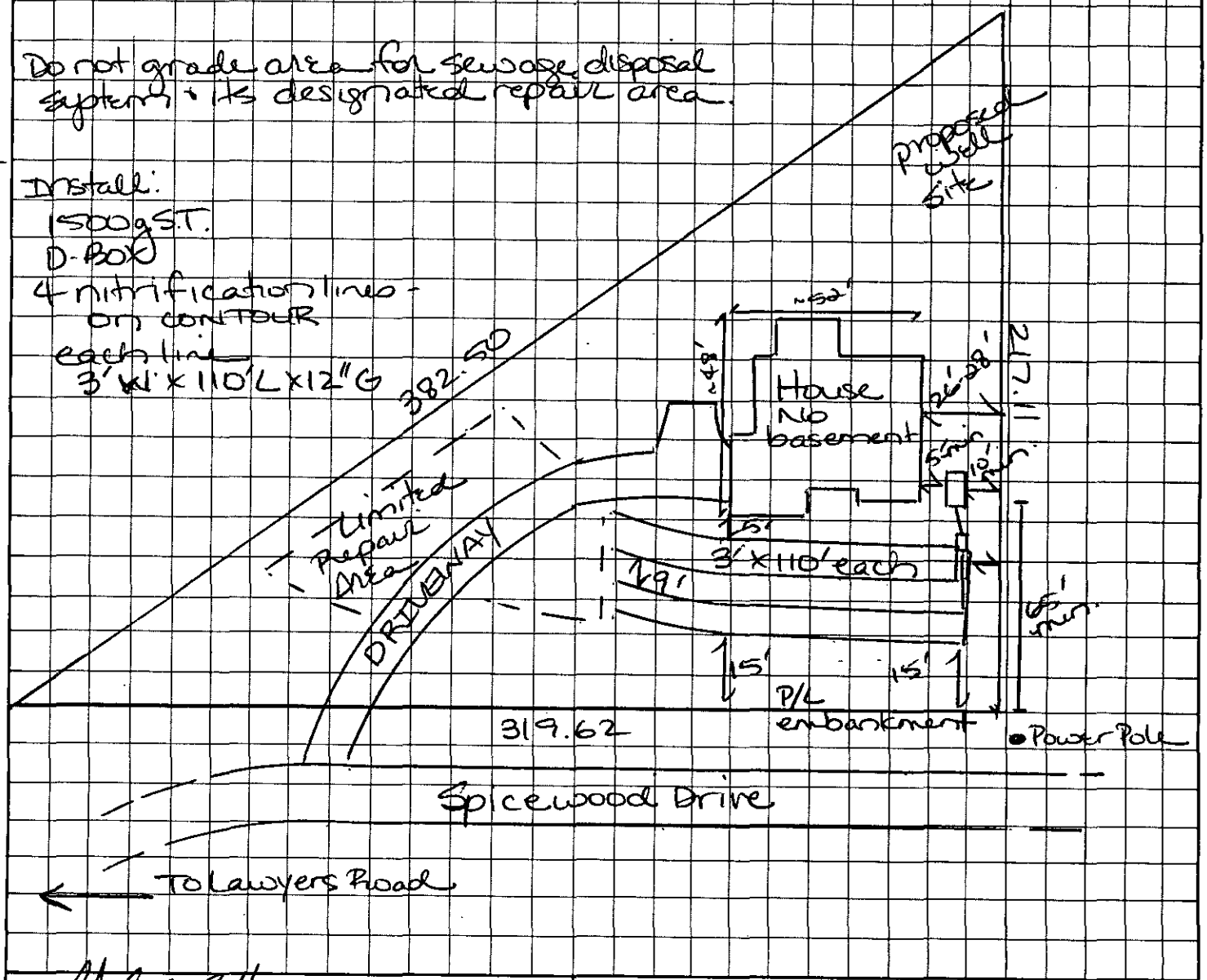
TC: 135-141-01

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.

Installation for 3 Bedroom House (No basement) to be located at 4806 Spicewood Drive

Do not grade area for sewage disposal system + its designated repair area.

Install:
1500g S.T.
D-Box
4 nitrification lines - on CONTOUR
each line
3' W x 110' L x 12" D



Michael C Bolton
OWNER/AGENT SIGNATURE

DATE 7/17/97

APPROVAL DATE 7/16/97 Joba B. Malik, RS

pg 1 of 2

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

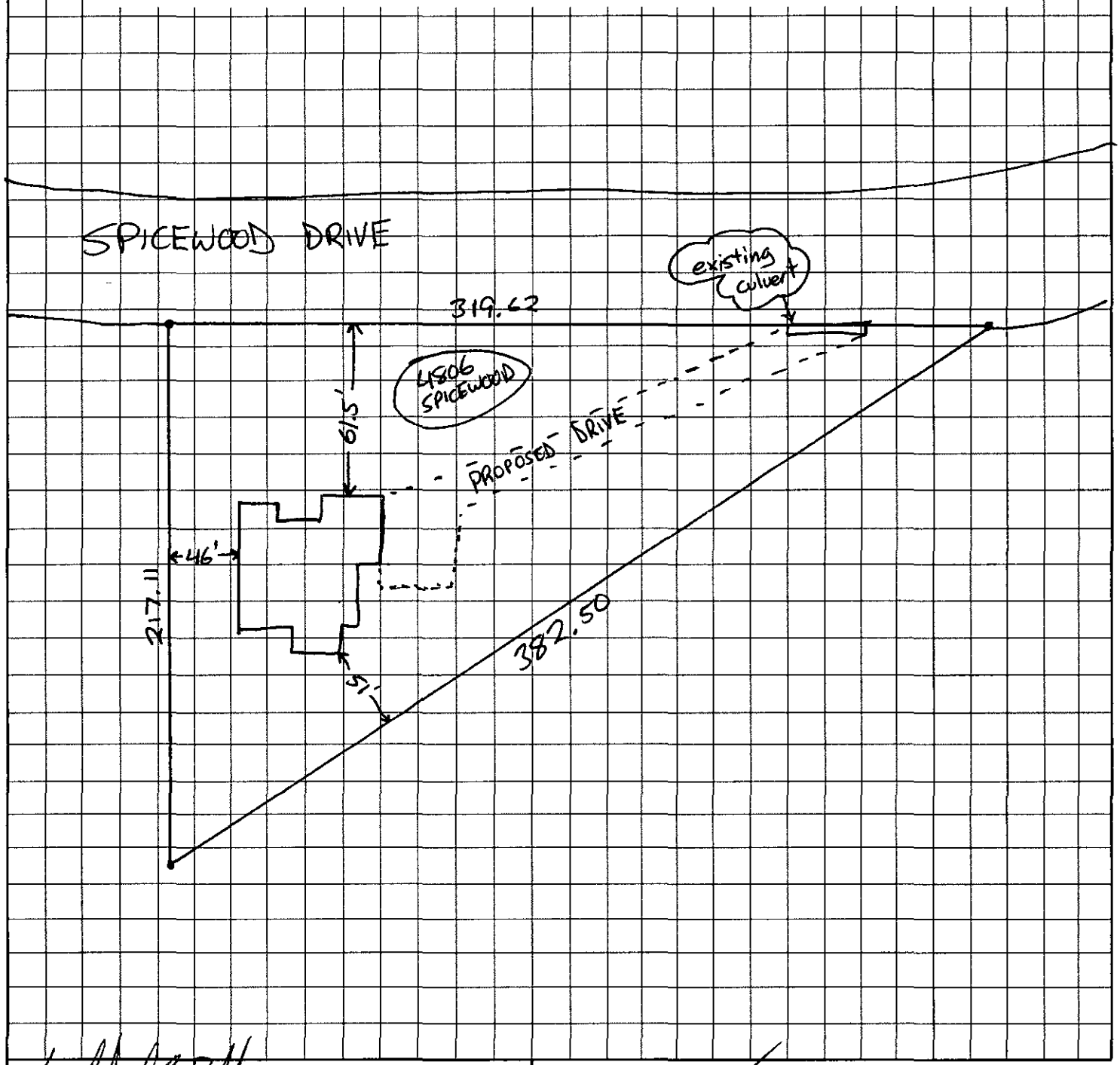
PROPOSED PLOT PLAN

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

FILE: 3908B

TC: 135-141-01

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 7/16/97

APPROVAL DATE ✓

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

Allen Tate, REALTORS®

3908B

OFFER TO PURCHASE AND CONTRACT

Michael E. and Sheila W. Bolton, as Buyer, hereby offers to purchase and James E. and Mary G. Harris, 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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 4806 Spicewood Lot 1 "34 & 35" to be survey out Zip 28227
Legal Description: L 34 & 35 M11-101
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, 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:
N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:
N/A

4. **PURCHASE PRICE:** The purchase price is $ 17,000.00 and shall be paid as follows:
(a) $ 100.00, 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) $ 125,000.00, 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) The Buyer must be able to obtain a loan commitment on or before July 25, 1997, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other Constitution Loan loan at a ☐ Fixed Rate ☒ Adjustable Rate ☐ Other: _____ in the principal amount of 100% for a term of 30 year(s), at an interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed N/A % 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: N/A
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:
None
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
None

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

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 July 30, 1997. 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 July 31, 1997, at a place designated by Buyer. The deed is to be made to Michael E. and Sheila W. Bolton.

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

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

(A). 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 Sheila W. Bolton (SEAL) Seller Michael E Bolton (SEAL)
SS/Tax ID# 400-19-1288 SS/Tax ID# 245-45-1579

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: _____ Date: _____

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 June 30, 1997 Firm: Allen Tate Co
By: Judy Osborne

☒ Buyer's Agent
☐ Seller's (sub)agent
Selling Agent/Firm/Phone Judy Osborne/ Allen Tate Co. Acting as ☐ Dual Agent

☒ Seller's (sub)agent
Listing Agent/Firm/Phone Steve Story/ ERA Town & Country Acting as ☐ Dual Agent

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

COUNTY: 16 4200

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

#1 3905B
135-141-01

OWNER: James Harris APPLICANT: _____
ADDRESS: 4200 Spicewood Dr Aus. APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: 1.17
LOCATION OF SITE: 4200 Spicewood Dr PROPERTY RECORDED: _____
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 5-12% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	>36" TO soil wetness	36"	N/A	None	.1259/F2 LW PS
		6-36"	sBK/c	F:/SEXP/SP					
2	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	>42" TO soil wetness	42"	N/A	None	.1259/F2 LW PS
		4-27"	sBK/c	F:/SEXP/SP					
		27-42"	sBK/cl	Fr/SEXP/SS/SP					
3	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	>38" TO soil wetness	38"	N/A	None	PS .1259/F2 LW
		6-38"	sBK/c	F:/SEXP/SP					
4	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	>36" TO soil wetness	36"	N/A	None	PS .1259/F2 LW
		6-36"	sBK/c	F:/SEXP/SP					
5	LS	0-5"	gr/cl	Fr/SEXP/SS/SP	>41" TO soil wetness	41"	N/A	None	PS .1259/F2 LW
		5-41"	sBK/c	F:/SEXP/SP					

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: W. A. Merlin 7-15-97
OTHER(S) PRESENT: LSS

COMMENTS: Does not appear to be HPC Remains

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .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)
(Drainage Way)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3	EXP (Expansive)	CR (Crumb)
S (Debris Slump)		L (Loam)				GR (Granular)
P (Flood Plain)						SBK (Subangular Blocky)
S (Foot Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		ABK (Angular Blocky)
(Head Slope)		SICL (Silty Clay Loam)				PL (Platy)
(Linear Slope)		CL (Clay Loam)				PR (Prismatic)
(Nose Slope)		SCL (Sandy Clay Loam)			MOIST	WET
(Ridge)		SLC (Silt Loam Clay)				
(Shoulder Slope)					VFR (Very Friable)	NS (Non-sticky)
(Terrace)	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SIC (Silty Clay)			FI (Firm)	S (Sticky)
					VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None		EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

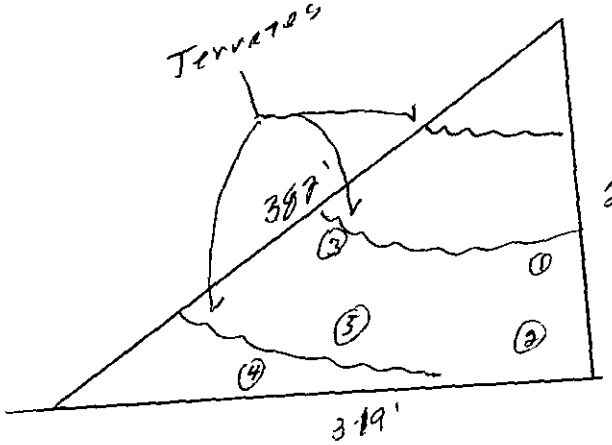
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRUCTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

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

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

3908B



Spitewood Dr.

N

File 3908B

DEED BOOK PAGE

3936 0699 INDIVIDUAL DEED Revenue Stamp affixed #

STATE OF NORTH CAROLINA — Mecklenburg County

THIS DEED, Made this 20th day of APRIL A. D. 1977 by and between BILLY GENE SOMERSET and wife, JUDY M. SOMERSET

of the County of Mecklenburg and State of North Carolina, part ies of the first part, and JAMES E. HARRIS and wife, Mary G. HARRIS

of the County of Mecklenburg and State of North Carolina, part y of the second part

WITNESSETH, That the said part ies of the first part in consideration of ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATIONS to them paid by the part ies of the second part, the receipt of which is hereby acknowledged, ha.VE bargained and sold, and by these presents do grant, bargain, sell and convey unto the said part ies of the second part, their heirs, successors or assigns, all that certain lot or parcel of land, situate, lying and being in Morningstar Township, Mecklenburg County, State of North Carolina, and more particularly described and defined as follows:

BEING all of Lots 34 and 35 of SPICEWOOD ACRES, as recorded in Map Book 11, Page 101 of the Mecklenburg County Public Registry.

BEING also the same property which was conveyed to the party of the first part by deed from Clayton L. Mullis and wife, Isabelle Mullis, dated December 4, 1973 and recorded in Book 3641, Page 858 of the Mecklenburg County Public Registry.

STATE OF NORTH CAROLINA Real Estate Excise Tax 05.50

This conveyance is made subject to the following restrictions:

(1) Grantees or any sub-grantees on building shall have not less than 2,000 square feet of heated area for dwelling.

(2) Grantees or any sub-grantees shall not make or cause to be made any through street to run through the above-described property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said part ies of the second part, their heirs, successors or assigns, to their only use and behoof forever.

And the said part ies of the first part for themselves and their heirs, successors, executors and administrators, covenant with the said part ies of the second part, their heirs, successors and assigns, that they are seized of said premises in fee and ha.VE the right to convey the same in fee simple, that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

HOWEVER, there is excepted from these warranties all such valid and enforceable easements, conditions and restrictions as may appear of record and the lien of ad valorem taxes for the current year, which the grantee(s) hereby assumes and agrees to pay.

IN TESTIMONY WHEREOF, The said part ies of the first part to these Presents ha.VE hereunto set their hand.S and seal S the day and year above written.

Signed, Sealed and Delivered in presence of

Billy Gene Somerset (Seal)

Judy M. Somerset (Seal)

STATE OF NORTH CAROLINA, COUNTY OF ~~MECKLENBURG~~ GASTON

I, Marcia M. Bibb a Notary Public for said County and State, do hereby certify that Billy Gene Somerset and Judy M. Somerset personally appeared before me this day, and acknowledged the due execution of the foregoing (or annexed) instrument.

Witness my hand and notarial seal, this 9th day of March A. D. 1977.

My Commission Expires 5/20/80 Marcia M. Bibb Notary Public

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

The foregoing (or annexed) Certificate of Marcia M. Bibb a Notary Public for ~~said~~ County and State of North Carolina is certified to be correct.

This 22nd day of April A. D. 1977

Charles E. Crowder Reg. of Deeds, By Margaret S. Bass Deputy

Presented for registration o'clock M., on the day of A. D. 19

and verified. Register of Deeds.

Drawn By: WARDLOW, KNOX & KNOX

MAIL TO: Wardlow, Knox & Knox, 8136 Providence Rd., Charlotte, N.C. 28212

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04/24/1997   CHAR-MECK TAX DEPARTMENT PUBLIC ACCESS SYSTEM          TDPA030   C
10:19  AM          CURRENT  REAL ESTATE DETAIL SUMMARY               TP03
135-141-01                                  FIRE: 10 TWP: 13 SITUS: MECK SD:
OWNER/MAILING ADDRESS                       MORT:          ANNEXED:
HARRIS JAMES E
&WF MARY G                        TYPE : INDIVIDUAL
4700 SPICEWOOD DR                 DEED : 3936 0699
                                  DATE : 04/20/1977
CHARLOTTE        NC 28227

TOT ACRE: 1.170 AC                LEGAL: L34 & 35 M11-101
SITUS: 4806 SPICEWOOD DR MECK
--------------------------------------------------------------------------------
CARD   1 OF   1          1997 APPRAISAL DATA                      TOTAL VALUE
                                                    LAND                19,000
BUILT 0000        NET COND %   : 1.00               BLDG
SQFT:             AUX SQ. FT   :                    OBXF
ZONE: R           NEIGHBORHOOD: 13502               TAXABLE             19,000
ACRE: 1.170
USE/MODEL: SINGLE FAM/VACANT


--------------------------------------------------------------------------------
   <-TYPE CHOICE, NOTES  HISTORY                F5:MORE INFO F7:UP CLEAR:RESET
     PRESS ENTER. F1:HELP F2:OPTIONS F3:RETURN  F6:PREV INFO F8:DOWN  F12:EXIT
4B▒                A                                    =-▒PC LINE 23 COL 2
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File 3908B

MORNIG STAR TOWNSHIP
MECKLEIBURG COUNTY, N. C.
Map No 2

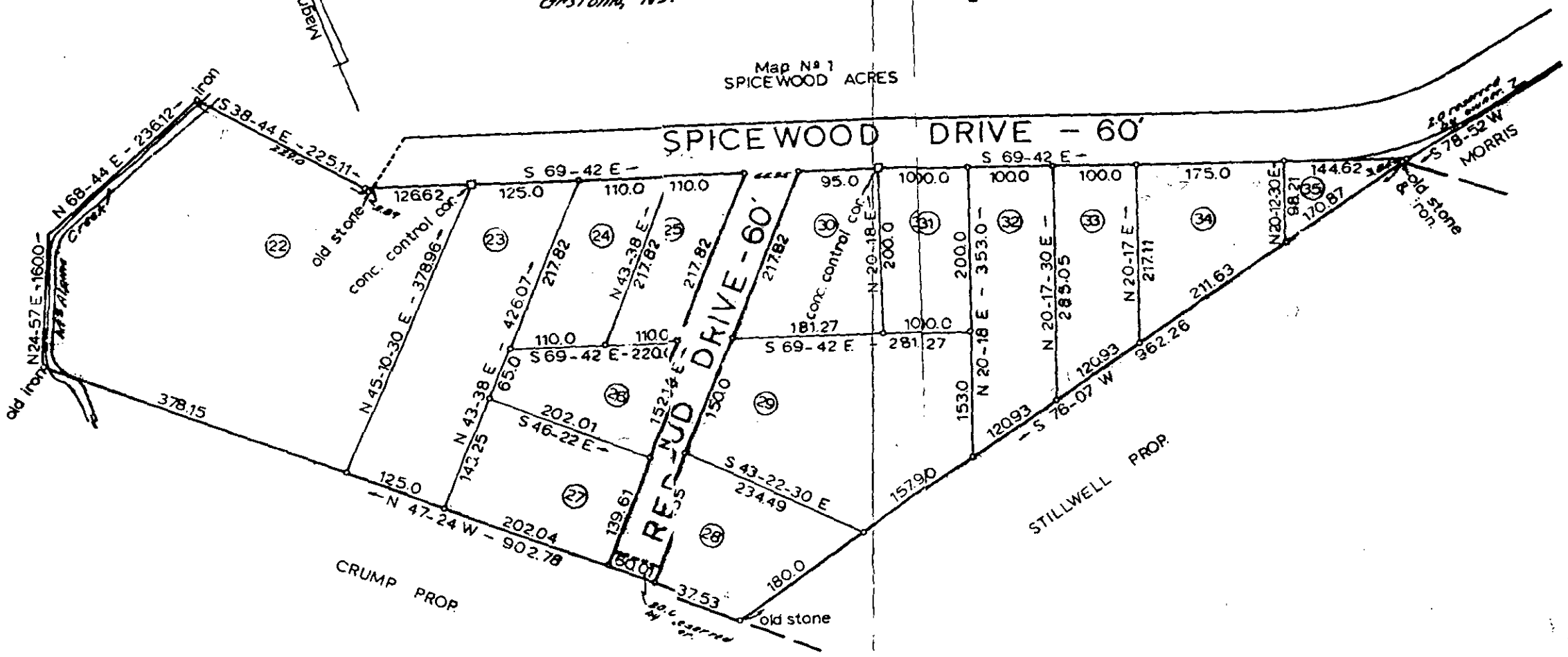
SPICEWOOD ACRES

PROPERTY OF
BILLY G. SOMERSET
CLAYTO L. MULLIS

Sc 1"-100'-0" Oct. 4, 1963
Survey by
ROBINSON & WYER INC., Reg. Surv. LT443
Gastonia, N.C.

Magnetic North

Map No 1
SPICEWOOD ACRES



[redacted]

Oct. 9 63 3P

NOTES
(1) I hereby certify that the above property is outside the Charlotte Perimeter Zoning Area. Bill E Sawyer

(2) Iron pins are at all corners unless otherwise marked.

I, Bill E Sawyer certify that this map was drawn from an actual survey made by me (deed description recorded in book 1935 page 324) that the error of closure as calculated by latitudes and departures is 1:16,000 that the boundaries not surveyed are shown as broken lines plotted from information found in book ____ page ____ that this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this 9th day of October A. D. 1963.

Bill E. Sawyer
SURVEYOR

North Carolina
Gaston County

I, [redacted], Notary Public in and for the County of Gaston and State of North Carolina, do hereby certify that Bill E. Sawyer, Registered Surveyor personally appeared before me this day and acknowledged the due execution of the foregoing certificate and upon his oath swore to the truth of the statement set forth herein.

Witness my hand and notarial seal this 8 day of October 1963

[redacted]
NOTARY PUBLIC

My commission expires 2/3/64

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

The foregoing certificate of Robert F. Caldwell a Notary Public in and for said County and State is adjudged to be correct and this instrument and the certificate are registered.

Witness my hand this October 9, 1963
J. Edward Stukes, Clerk of Superior Court, By:
[redacted]
DEPUTY CLERK OF SUPERIOR COURT