

17523 YOUNGBLOOD RD

21707106

1/2/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2944-B DATE: 8-10-06

TC: 208-0710 ☐ L ☐ CRT

SERIAL Nº 17604

Name of Owner Randy Brenny Juris.:

Address of Property 17523 Youngblood Rd

Inspection Data:

Tank Material PLC

Total Length of Drainfield 694

Number of Lines 7 @ 92

Cover Depth 6"

Water Supply Source well

Distance to Water Source 100'+

Excavation Inspected 8-10-06

Tank(s) Inspected 8-10-06

Wash Line Inspected

High Water Alarm Inspected 8-10-06

PLOT

Design 2000 1500 ST 1000 DT 1932 SFT 12G CTR# WTHoward

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☑ in accordance with the permit issued ☐ as detailed in the plot above

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. This issuance of this

☐ Certificate of Completion ☑ 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. 1990 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/revocation of this permit.

COMMENTS: Type III-b

Environmental Health Specialist

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): Randy Perry Phone #: Date Requested: 7/19 Date Filled:

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Printed Name: Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703	1	Installation and Final Approval	$ 150.00	150-
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: JMcL Date: 7/19/05 Total: 150-

17523 Whitehead Rd
2-17-051-06
2944B

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

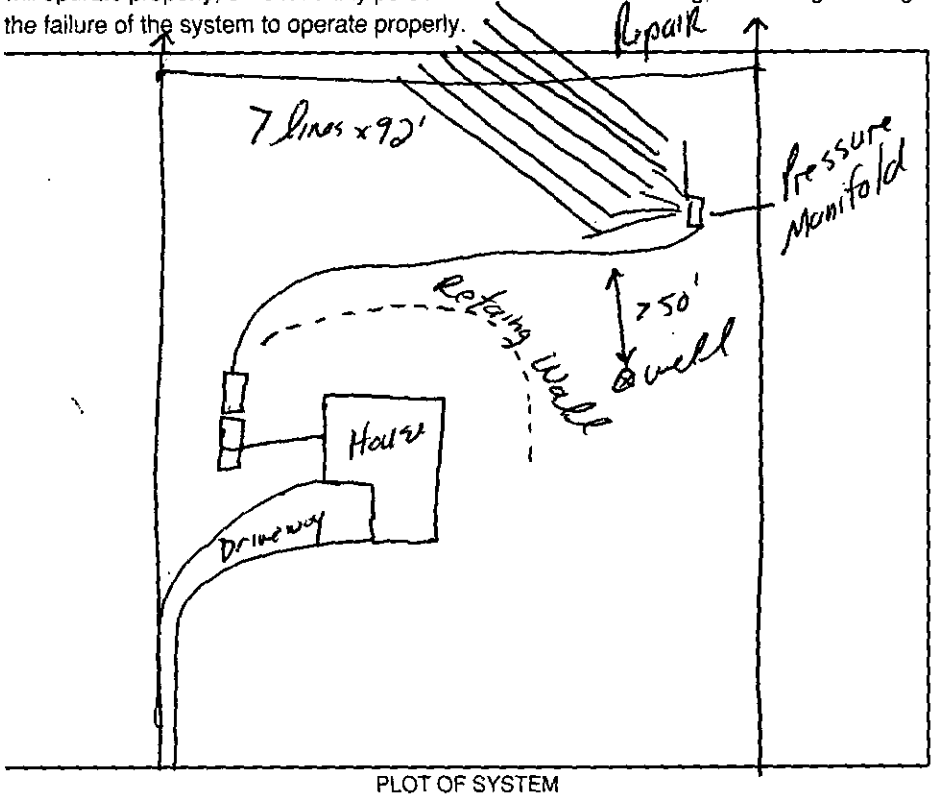
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2944 B DATE: 7/19/00

TC: 217-071-06 PO ☐ L

SERIAL Nº 18321

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 4/25/99. All work shall be completed on or before 8/19/00, after which date this permit 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 the granting of this permit. A Certificate of Completion or 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 or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 644' feet

Number of Lines 7 lines x 92'

Depth of Stone 12" inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >50 feet

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

NAME OF OWNER Randy Brenny

LOCATION OF PROPERTY 17523 Youngblood Road

Comments: 4 Bedroom House

Install 7 lines x 92' x 3' trenches (644 TLF)

Type II Conventional System

Larry P. Mickle

Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

ck# 4451

FEE: 60 AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: 5/26/99 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 5/24/99 PERMIT NO: 2944B

PARCEL NO: 217 071 06

JOB LOCATION ADDRESS: 17523 Youngblood Rd

PROPERTY OWNER: Marie Laine Williams (pres. buyer Randy Brewer)

BUILDING CONTRACTOR: -

SUBDIVISION NAME: -

AUTHORIZATION ISSUED BY: Phyllis S. Walker RS DATE: 5/24/99

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2944B, 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 Randy Brewer 5-26-99

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2944B

Tax Number: 217 071 06

- 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.

(P)

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

125 Long-term acceptance rate	480 Max gallons/day wastewater flow	1920 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
YES Serviced by private well	1500 Gallon septic tank	640' 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	12" Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Lift pump required, pressure manifold distribution

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

1920 Absorption Area (Sq ft) 640' 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 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 Departmen
- This Improvement permit is transferable.

Philo S. Walker RS. 5/24/99
DEHNR Authorized Agent Date

x [signature] 5-26-99
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

FEE: 100 @ 06-14-4418
DATE: 4-23-99

APPLICATION FOR IMPROVEMENT PERMIT 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 #: 9914B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 21707106F007

STREET ADDRESS: 17523 Youngblood Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: 7

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: 4,000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

CLOSING DATE 5/28/99

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	WELL, SPRINGS OR WATERLINES	__ YES ✓ NO
EXISTING WASTEWATER SYSTEMS	__ YES ✓ NO	DESIGNATED WETLANDS	__ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS	__ YES ✓ NO		

PROPERTY OWNER:

NAME: [redacted] Maire Laine Williams
(LAST) Williams (FIRST) (MI)

ADDRESS: 17523

CITY: STATE: ZIP: 28078

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Konik Jan m Cornerstone Realty
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 588 - 6940

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:

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

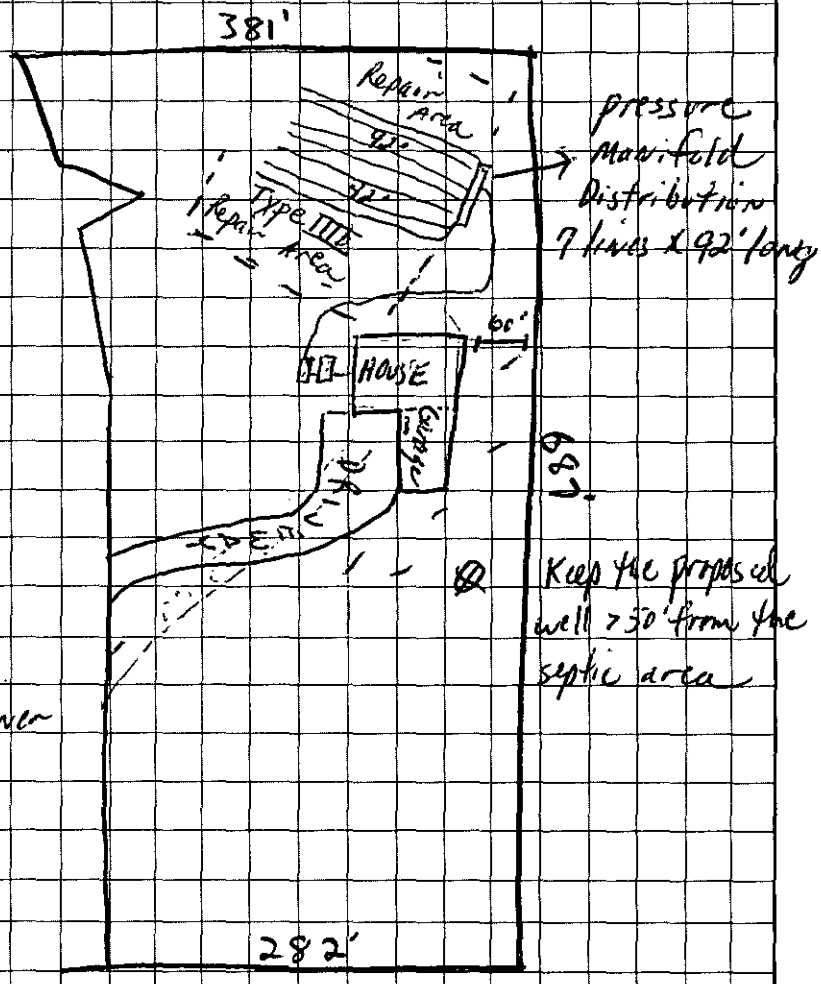
FILE: 2944B

TC: 217-07E-06

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 w/ Basement Plumbing
1500 ST Lift pump required
1000 PT
.25 Application rate
7 lines x 92' long x 3' wd x 12" stone
644 TLF
Pressure Manifold distribution
Type IIIb Repair Area
Keep the septic system > 50' from any wells
60' from the back right house corner to the right property line



OWNER/AGENT SIGNATURE Randy Brenny

DATE 4-23-99

APPROVAL DATE 4-

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

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

Sheet: _____
Property ID: 217-071-04
Lot #: 7
File #: 29440

#1 (40)

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Monie J. Williams APPLICANT: Jim Hough

ADDRESS: _____ DATE EVALUATED: 5-1999

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480 gpd PROPERTY SIZE: Approx. 5 ac

LOCATION OF SITE: _____ PROPERTY RECORDED: _____

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other _____

EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS Slopes 5-15%	0-17"	gr|sl	✓Fr|SEXP|NS/NP	747" TO soil wetness	47"	N/A	None	PS .25 Sg/Fa IL
		17-23"	SBK|scl	Fr|SEXP|SS/SP					
		23-47"	SBK|sc	Fi|SEXP|S/P					
2	LS	0-10"	gr|sl	vFr|SEXP|NS/NP	732" TO soil wetness	32"	N/A	None	PS .25 Sg/Fa IL
		10-17"	SBK|scl	Fr|SEXP|SS/SP					
		17-32"	SBK|sc	Fi|SEXP|S/P					
3	LS	0-21"	gr|sl	vFr|SEXP|NS/NP	736" TO soil wetness	36"	N/A	None	PS .25 Sg/Fa IL
		21-36"	SBK|sc	Fi|SEXP|S/P					
4	LS	0-8"	gr|sl	✓Fr|SEXP|NS/NP	740" TO soil wetness	40"	N/A	None	PS .39/Fa IL
		8-15"	SBK|scl	Gr|SEXP|SS/SP					
		15-40"	SBK|C	Fi|SEXP|S/P					
5	LS	0-12"	gr|sl	vFr|SEXP|NS/NP	736" TO soil wetness	36"	N/A	None	PS .25 Sg/Fa IL
		12-36"	SBK|sc	Fi|SEXP|S/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: W.R. Medlin LSS 5-20 99

OTHER(S) PRESENT: _____

FILE # 29448

COMMENTS 100% Depth use .259/52 Hap Leyden Shallow

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

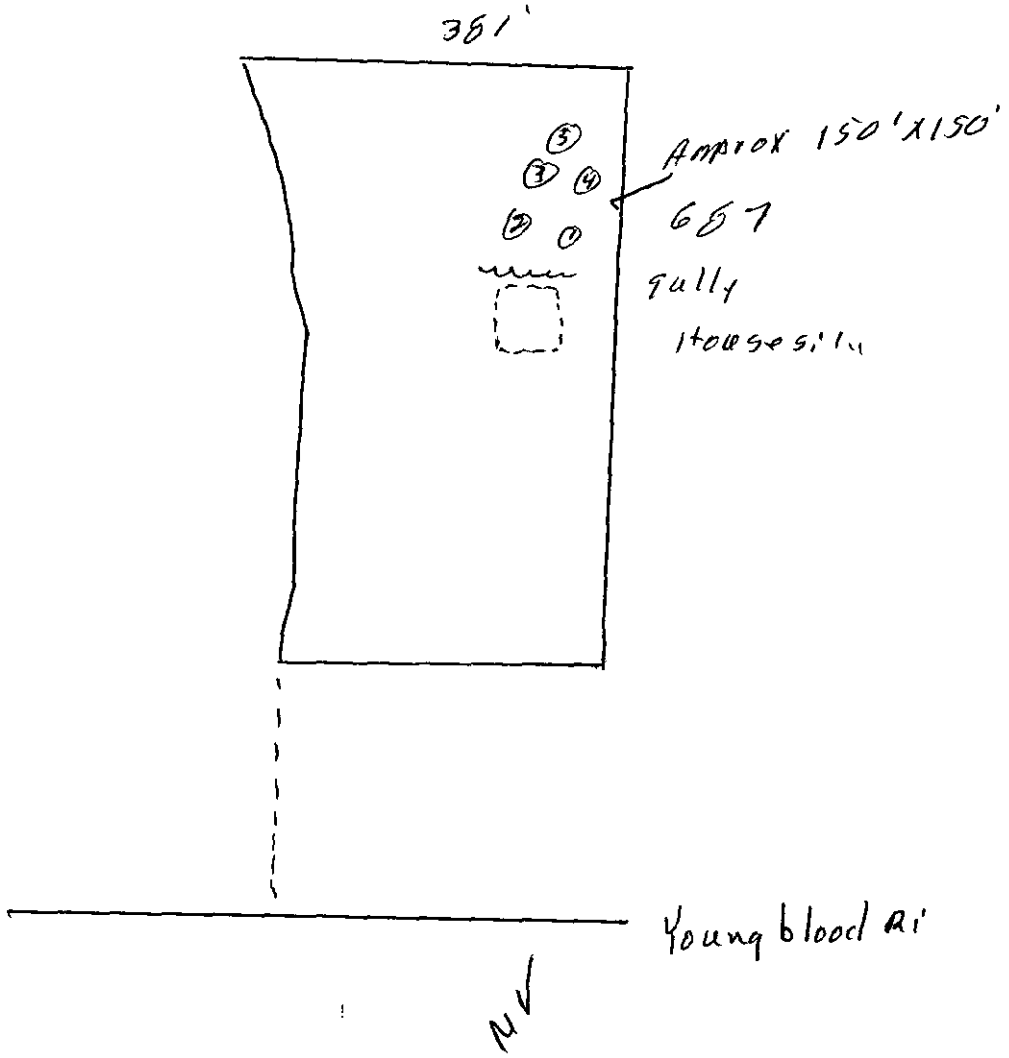
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



a 2/5

OFFER TO PURCHASE AND CONTRACT

Randy Arndt & wife Cathy, as Buyer, hereby offers to purchase and [illegible], 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 [illegible], County of Mecklenburg, State of North Carolina, being known as and more particularly described as Street Address, Lot [illegible] Subdivision [illegible] Legal Description: [illegible] (☐ All ☐ A portion of the property in Deed Reference Book [illegible], Page No. [illegible], [illegible] 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 where 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/security alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, 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 $ 61,500.00 and shall be paid as follows:

(a) $ 1,000.00, EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ cashier's check ☐ other [illegible] to be deposited and held in escrow by Coldwell Banker [illegible] or escrow agent, upon the date it is signed. In 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 herein 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 it has received a written release from the parties consenting to its disposition but has obtained written agreement to such a release of earnest money from one of the parties 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 [illegible]

(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) $ [illegible], BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (Type 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 May 3rd 99 offered through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other [illegible] loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: [illegible] in the principal amount of $ [illegible], for a term of [illegible] year(s), at an interest rate not to exceed 10 % per annum, with mortgage loan discount points not to exceed [illegible]% 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. Other costs are as follows: N/A

If 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 (and 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 restrictions, easements, zoning or other governmental regulations that would prevent the reasonable use of the real property for [illegible] 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 represents 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: N/A (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: N/A

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. Any special assessment assessed prior to closing shall be paid by Seller.

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, unless otherwise agreed to in writing.

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, borne pro rata 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 MATERIALS:** 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 liens filed who claim unless theretofore.

18. **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): AS-IS AGENT

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

(b) Property Inspections: 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 wells, attic areas and mechanical systems (if any), water and sewer systems (public and private), shall be performing the functions 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 improvements; and (iii) there shall be no hazardous or unlawful environmental conditions. Inspections must be completed on or before 5:00 PM TUESDAY, 4-27-99. Buyer is advised to have any inspections made prior to executing agreement for closing and to purchase only upon satisfactory completion of the inspections.

(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 Commission, stating that there was no visible evidence of wood-destroying insects and accepting no infestation 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 received 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 disclose wood destroying insects or damage caused by insects or structural defects that were concealed, inaccessible or not visible on the date the report is made. If new construction, Seller shall provide a completion warranty or treatment and assurance.

(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 requirements under this contract.

(e) Assignment: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN THEIR CONDITION AS OF THE DATE OF CLOSING, UNLESS OTHERWISE MADE IN WRITING.

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

20. **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 MAY 28 1999 at a place designated by Buyer.

The deed is to be made to A & S RICHARDSON

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

22. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.) THIS OFFER CONTINGENT UPON BUYER HAVING A SATISFACTORY PERCOLATION TEST DONE BY MECKLENBURG COUNTY ENVIRONMENTAL DEPT. TO "INSTALL SEPTIC TANK", NO LATER THAN MAY 17 - 99

23. **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.

24. **ASSIGNMENT:** 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.

25. **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.

26. **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.

27. **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.

28. **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 named, 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 to earlier personal examination of the Property prior to the making of this offer. (AKA MAGIC)

Buyer _____ (SEAL) Seller Magdalena Q Williams (SEAL)

ss/Tax ID# _____ ss/Tax ID# _____

Buyer _____ (SEAL) Seller _____ (SEAL)

ss/Tax ID# _____ ss/Tax ID# _____

Date: 4-21-99 Date: 4-21-99

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

Date _____ Firm: CORNERSTONE REALTY

By: _____

☐ Buyer's Agent
☐ Seller's (subagent) of [illegible] Agent
☐ Seller's (subagent) of [illegible] Agent

Selling Agent/Firm/Phone: J. M. Keil Corporation Realty 704-588-4852 acting as [illegible] Agent

Listing Agent/Firm/Phone: J. M. Keil Corporation Realty 704-588-4852 acting as [illegible] Agent