


15702 PINE ST

00145270

1/4/2008

duponbj

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

X35085 JKA 6/3/05
300.00

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 4281B DATE: 11/1/04

TC: 001-452-70 ☐ L ☑ CRT

SERIAL 19623

Name of Owner KEVIN TARKOVICH Juris.:

Address of Property ~~6730 TERRY LANE~~ 15702 Pine St

**Inspection Data:**

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 8 @ 50'

Cover Depth 12"

Water Supply Source MUNICIPAL

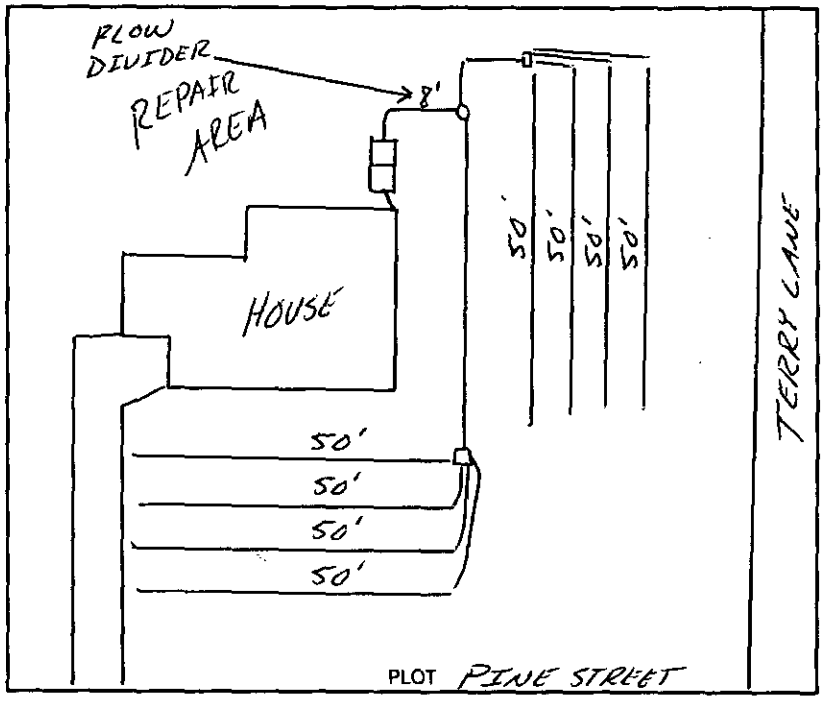
Distance to Water Source NA

Excavation Inspected 11/1/04

Tank(s) Inspected 11/1/04

Wash Line Inspected —

High Water Alarm Inspected —




Design 1500 ST, 1200 SF-T, INV, E-Z FLOW CTR# W. CHRISTENBURY

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: FOUR BEDROOM HOUSE
8 LINES X 50' X 3'
TYPE IIIg INNOVATIVE SYSTEM

Tommy Mecklin, R.S.
Environmental Health Specialist

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

# INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

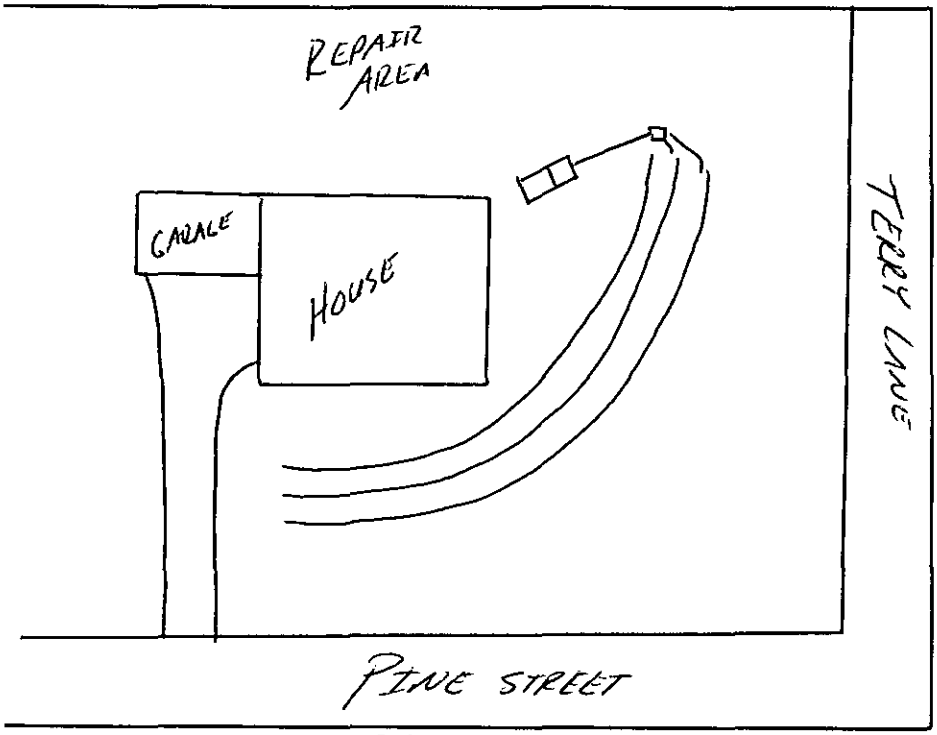
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 42818 DATE: 10/15/04

TC: 001-452-76 L

SERIAL 19488

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 9/14/03. All work shall be completed on or before 11/15/04, 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 — gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 400' feet

Number of Lines 3 OR 4

Depth of Stone — inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well NA feet

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

NAME OF OWNER KEVIN TARKOVICH

LOCATION OF PROPERTY ~~16238 Terry Lane~~ 15702 Pine St

Comments: FOUR BEDROOM HOUSE

Install 3 OR 4 lines x 133'(100') x 3'

Type IIIg Innovative System

Tommy Mecht, R.S.
Environmental Health Specialist

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

*MECKLENBURG COUNTY*
*LAND USE AND ENVIRONMENTAL SERVICES*
*Payment Receipt*

**Receipt Information**

| | | | |
|---|---|---|---|
| **Date:** | 06/03/05 | **Amount:** | 150.00 |
| **Receipt #:** | 34971 | **Tendered:** | 0.00 |
| **Check / Auth #:** | CHARGE | **Returned:** | 0.00 |
| **Received By:** | AIDOOJK | | |

**Account Information**

**Account #:** X35085
**Contractor:** TARKOVICH K M CONSTRUCTION IN
**Attn:**
**Address:** 19516 SHEVINGTON DR
**Address:**
**City/State/Zip:** CORNELIUS, NC 28031

| Item | Description | Permit# | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0703 | Installation/Final Approval<br>15702 PINE STREET | | 1 | 150.00 | 150.00 |

**Outstanding Balances**

| Month-To-Date | Prior Month | 30 Days | 60 Days | 90 Days | Balance |
|---|---|---|---|---|---|
| 300.00 | 233.13 | | | | |

*MECKLENBURG COUNTY*
*LAND USE AND ENVIRONMENTAL SERVICES*
*Payment Receipt*

**Receipt Information**

| | | | |
|---|---|---|---|
| **Date:** | 06/03/05 | **Amount:** | 150.00 |
| **Receipt #:** | 34970 | **Tendered:** | 0.00 |
| **Check / Auth #:** | CHARGE | **Returned:** | 0.00 |
| **Received By:** | AIDOOJK | | |

**Account Information**

**Account #:** X35085
**Contractor:** TARKOVICH K M CONSTRUCTION IN
**Attn:**
**Address:** 19516 SHEVINGTON DR
**Address:**
**City/State/Zip:** CORNELIUS, NC 28031

| Item | Description | Permit# | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0734 | Auth for Waste Wtr Sys Constr<br>15702 PINE STREET | | 1 | 150.00 | 150.00 |

**Outstanding Balances**

| Month-To-Date | Prior Month | 30 Days | 60 Days | 90 Days | Balance |
|---|---|---|---|---|---|
| 150.00 | 233.13 | | | | |

JRA X35085

**FEE:** 300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** AC
**DATE:** 4/3/05 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 4/29/2000 15702 Pine St PERMIT NO: 4281B
PARCEL NO: 001-452-67
JOB LOCATION ADDRESS: ~~16328 Terry Ln~~ 001-452-10
PROPERTY OWNER: Terry Brown (prospective buyer William Ross)
BUILDING CONTRACTOR: —
SUBDIVISION NAME: Browns Cove
AUTHORIZATION ISSUED BY: Phil S. Walker RS. DATE: 4/29/2000
DEHNR AUTHORIZED AGENT

## AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4281B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

## OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

William R. Ross 4/26/00
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4281B

Tax Number: 001 45267
001-45270

- 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<br>Type (circle one):<br>I (II) III IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ___ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 |

| | | | |
|---|---|---|---|
| .3 Long-term acceptance rate | 360 Max gallons/day wastewater flow | 1200 Absorption Area (sq ft) | 9' Trench spacing (min. on centers) |
| NO Serviced by private well | 1500 Gallon septic tank | 400' 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:

Additional Conditions: Municipal water, Split Septic System, Washer, Washer box, D Box 3 lines x 45'long x 3'wd x 12"stone, Septic, 1500ST, D. Box, 2 lines x 133'long x 3'wd x 12"stone 400LF, Type IIa Repair Area

| | | | |
|---|---|---|---|
| Repair Area System Type<br>Type (circle one):<br>I II III IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ___ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 |

| | | | |
|---|---|---|---|
| ___ Absorption Area (Sq ft)<br>___ Total Trench Length (Ft) | ___ Depth of Stone Trench | ___ Trench spacing (min. on centers) | ___ Maximum Trench Depth |

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

Thelma S Walker RS 4/29/00
DEHNR Authorized Agent — Date

× William L. Ross 4/26/00
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

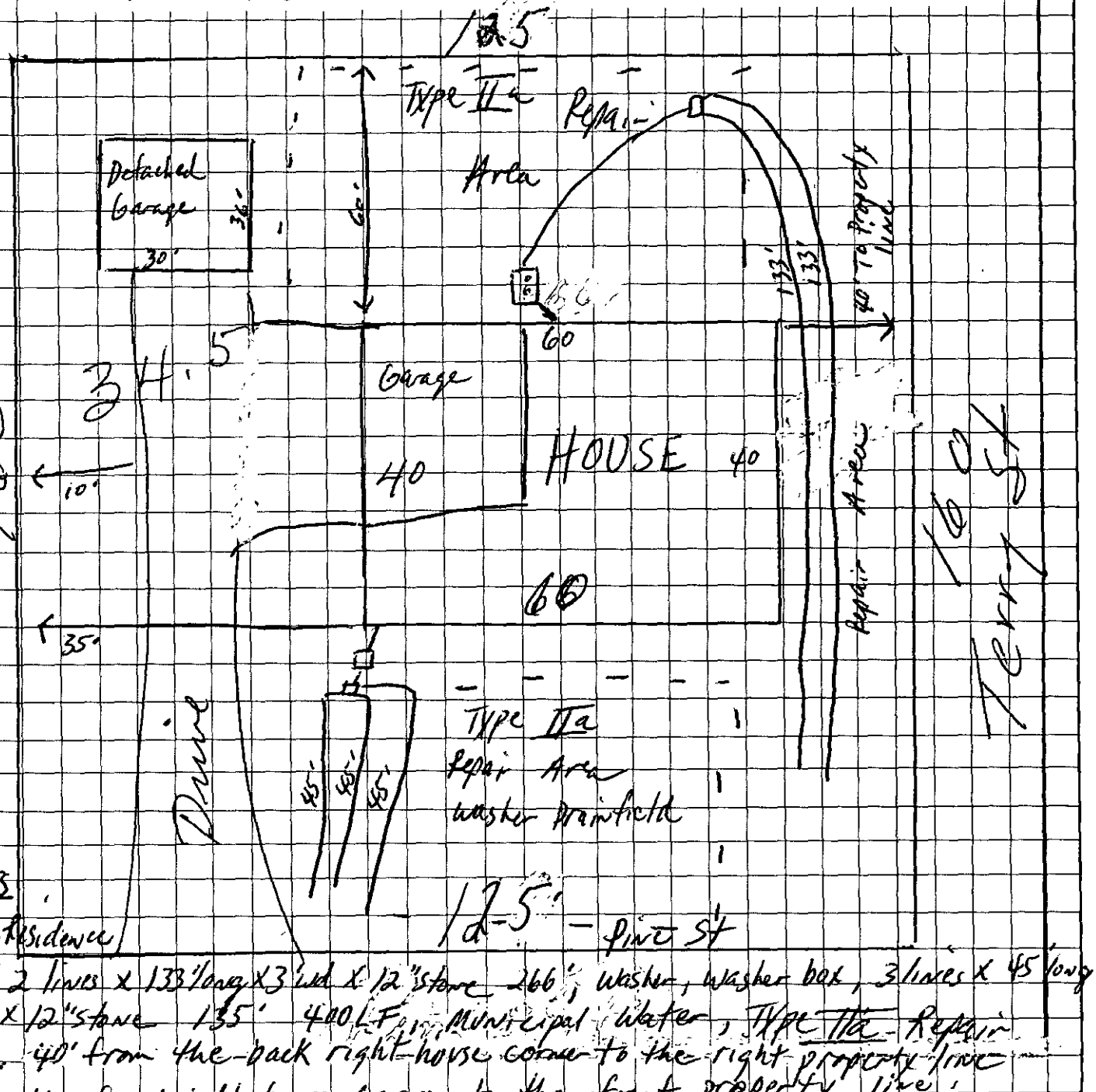
# PROPOSED PLOT PLAN

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

FILE: 4281B

TC: _____

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 prooosed building or drainfield.




COMMENTS

3 Bedroom Residence
1500 sq. ft. Septic, 2 lines x 133'/ long x 3' wid x 12" stone 266', Master, Master bar, 3 lines x 45' long x 3' wid x 12" stone 135' 400 L.F. Municipal Water, Type IIa - Repair Area. 40' from the back right house corner to the right property line. 60' from the front left house corner to the front property line.

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE _____

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

AS #2

Sheet: 001-452-70
Property ID: ~~001-452-70~~
Lot #: ~~PO~~ Lot 3A
File #: 4281B

# SOIL/SITE EVALUATION
## *for* ON-SITE WASTEWATER SYSTEM

OWNER: Terry Brown APPLICANT: William Ross
ADDRESS: 1519 Pine Hy Thomasville DATE EVALUATED: 4-18-00
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 960gpd/ PROPERTY SIZE: .43
LOCATION OF SITE: 16326 Terry Town 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 % (Slopes 2-8%) | Horizon Depth (IN.) | SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE | SOIL MORPHOLOGY (.1941) CONSISTENCE MINERALOGY | OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR | .1943 SOIL DEPTH | .1956 SAPRO CLASS | .1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS | 0-4" | gr/lcl | Fr/SExPl SS/SP | >48" to soil wetness | 48"+ | N/A | None | PS .39 I/P2 IV |
| | | 4-35" | SBK/c | Fi/SExPl SP | | | | | |
| | | 35-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |
| 2 | LS | 0-3" | gr/lcl | Fr/SExPl SS/SP | >48" to soil wetness | 48" | N/A | None | PS .39 I/P2 IV |
| | | 3-37" | SBK/c | Fi/SExPl SP | | | | | |
| | | 37-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |
| 3 | LS | 0-2" | gr/lcl | Fr/SExPl SS/SP | >48" to soil wetness | 48" | N/A | None | PS .39 I/P2 IV |
| | | 2-48" | SBK/c | Fi/SExPl SP | | | | | |
| 4 | LS | 0-7" | gr/lcl | Fr/SExPl SS/SP | >48" to soil wetness | 48" | N/A | None | PS .39 I/P2 IV |
| | | 7-39" | SBK/c | Fi/SExPl SP | | | | | |
| | | 39-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |

| DESCRIPTION | INITIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | US | US |
| System Type(s) | | |
| Site LTAR | .39 I/P2 | .39 I/P2 |

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Acceptable
EVALUATED BY: W.A. Martin LSS 4-18-00
OTHER(S) PRESENT:

FILE # 4261B

COMMENTS 100% Repair

| 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 |

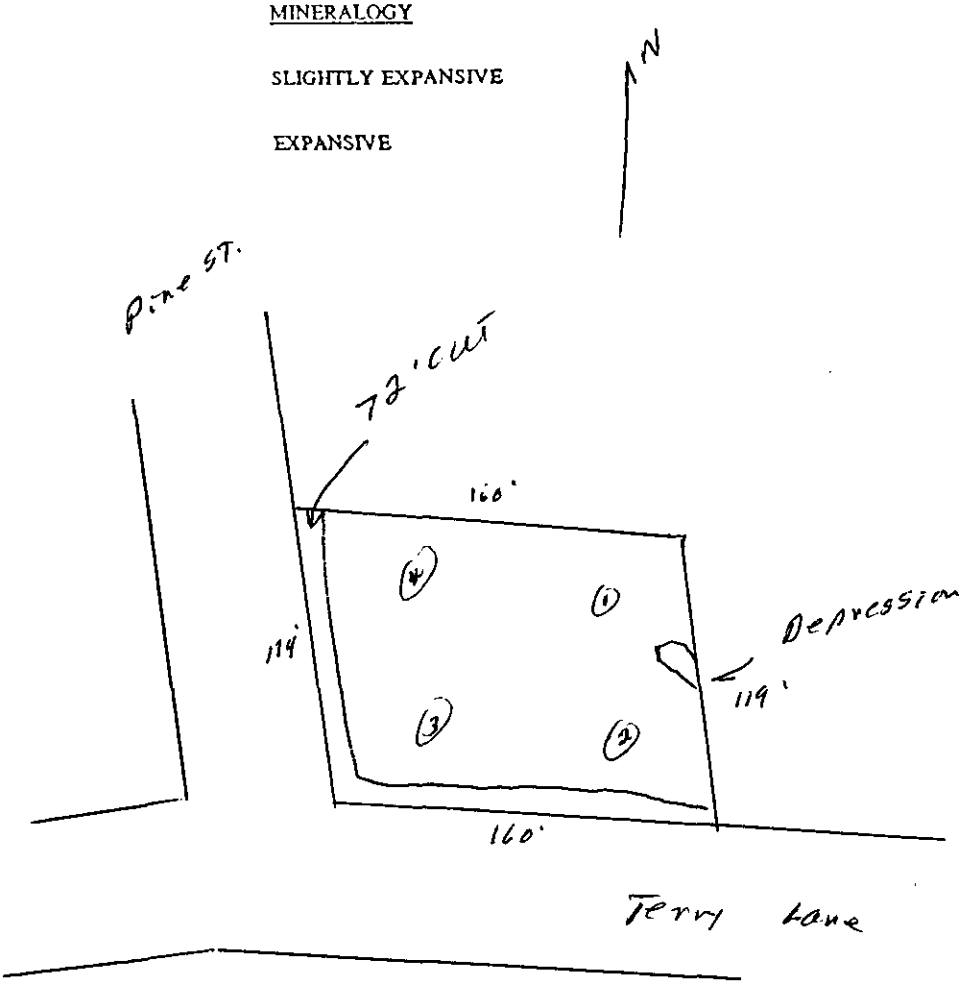
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200.00 CHK 1024

DATE: 4/5/00 JC

# 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 #: 4281B 70

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 001-452-69

TAX/PARCEL NUMBER: ~~PA 001-261-02~~

STREET ADDRESS: 16328 Terry LN. Huntersville, N.C.

SUBDIVISION OR MOBILE HOME PARK NAME: Brown's Cove

LOT NUMBER: L3M24-674-00102604

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 4/27/00

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2400

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

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)
___ 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: | LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: ✓ |
|---|---|
| NAME: (LAST) Brown (FIRST) Terry (MI) | NAME: (LAST) Ross (FIRST) William (MI) L. |
| ADDRESS: | DAYTIME PHONE: ( ) 704-875-6810 |
| CITY: STATE: ZIP: | |
| DAYTIME PHONE: ( ) — | |

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: William L. Ross DATE: 4/5/00

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

# OFFER TO PURCHASE AND CONTRACT

Bill Ross, as Buyer, hereby offers to purchase and Terry Brown, 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 Huntersville County of Mock, State of North Carolina, being known as and more particularly described as: Street Address 16328 Terry Lane Zip 28078 Legal Description: L3M24-674
( ☒ All ☐ A portion of the property in Deed Reference: Book 6722, Page No. 199, Mecklenburg County. )
**NOTE:** Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:
N/A

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

4. **PURCHASE PRICE:** The purchase price is $ 88,000.00 and shall be paid as follows:
(a) $ 1,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by Allen Tate Realtors ("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 _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 87,000.00, BALANCE of the purchase price in cash at Closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) __Conventional __Other: N/A loan at a __Fixed Rate __Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of ____year(s), at an initial interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer shall apply for said loan within ___days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows:
N/A
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:
None
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
None

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 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 Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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.



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