

9635 PARKRIDGE DR

11304505

1/7/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1
Property ID: 113-045-05
Lot #: L14, B1
File #: 5010B
Code: 1

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Robin S. Barnard
Applicant:
Address: 1913 #52 Meadowlark Lane,charlotte, N. C. 28210
Date Evaluated: 07/11/2002
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .32a
Location of Site: 9635 Park Ridge Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.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 (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-4	GR/CL	FR/SEXP/SS/SP	>51" TO SOIL WETNESS	51+	N/A	NONE	PS, IV
		4-51+	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-6	GR/SCL	FR/SEXP/SS/SP	>50" TO SOIL WETNESS	50+	"	"	"
		6-50+	SBK/C	FI/SEXP/S/P					
3	"	0-4	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		4-50+	SBK/ABK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Martin, LSS, 7/12/02, W. R. Martin
Others Present:

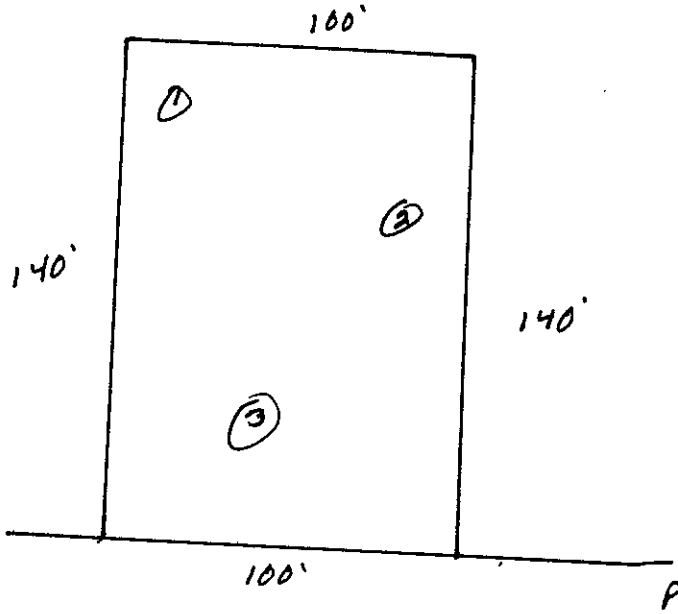
FILE # 5010B

COMMENTS Lot does not appear to be 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	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 5016 B DATE: 7/23/02

TC: 113-045-05 ☐ L ☒ CRT

SERIAL Nº 18048

Name of Owner Robin Barnard Juris.:

Address of Property 9635 Partridge Dr

Inspection Data:

Tank Material PCC

Total Length of Drainfield 266'

Number of Lines 4 @ 67'

Cover Depth 12"+

Water Supply Source community

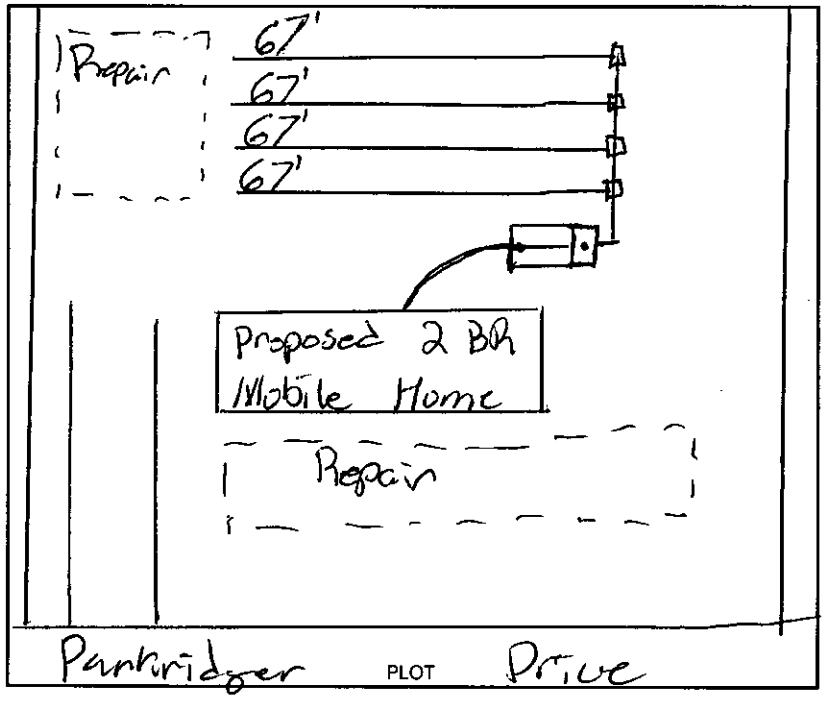
Distance to Water Source >100'

Excavation Inspected 7/23/02

Tank(s) Inspected 7/23/02

Wash Line Inspected N/A

High Water Alarm Inspected N/A



Design 2002, Type II-b, 12" stone, 1500 SF, Conv. CTR# Stanley Septic

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 I5A 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 I5A 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: Installation permit was not issued prior to installation of system

BS
Environmental Health Specialist

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

FEE: 300 ff
DATE: 7/17/02

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

ACS Land/Legacy

DATE: 7/16/02

PERMIT NO: 5010B
PARCEL NO: 113-045-05

JOB LOCATION ADDRESS: 9635 Parkridge Drive
PROPERTY OWNER: Tony Johnson
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: Brandon Sorey DATE: 7/16/02
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5010B, 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: See conditions set in permit 5010B
2 Bedroom mobile home

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.

Henry H. Sapirs 7/17/02
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 5010B

Tax Number: 113-045-03

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ___ Yes X No ___ Partial Basement

Type Primary Wastewater System
Type (circle one): I (II) III IV V VI

- ✓ Conventional
- ___ Prefabricated, permeable block panel system
- ___ Shallow Placed Conventional
- ___ Low Pressure Pipe
- ___ Large Diameter Pipe
- ___ Fill
- ___ Other
- ___ Innovative or Experimental:
  - ___ IWWS-93-1
  - ___ IWWS-93-2
  - ___ IWWS-94-1

0.3 Long-term acceptance rate	240 Max gallons/day wastewater flow	800 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NO Serviced by private well	1500 Gallon septic tank	266 Total trench length (ft)	34" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
2 Bedrooms in residence	N/A Gallon pump tank	12" Depth of stone	

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

Site modifications required:

Additional Conditions: 2 bedroom mobile home.

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

800 Absorption Area (Sq ft) 266 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	36" Maximum Trench Depth

For existing system, enter the year originally installed:

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

Brandon Sorg 7/16/02
DEHNR Authorized Agent Date

Henry D. Sapirt 7/17/02
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

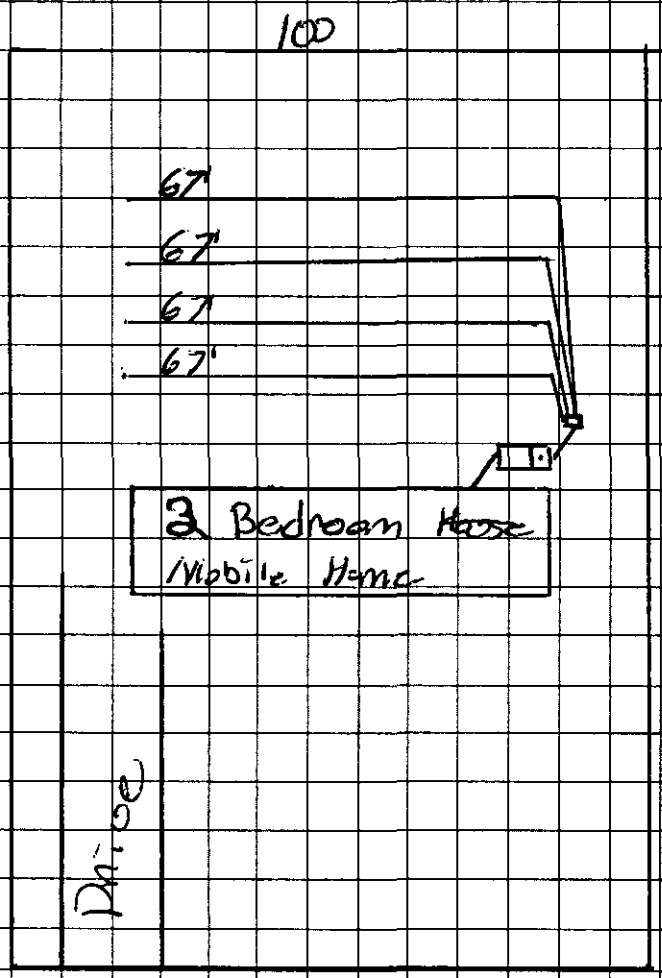
PROPOSED PLOT PLAN

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

FILE: 5010 B

TC: 113-645-05

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 &

Type II Conventional
1500 gallon Septic Tank
TLF = 266'
install 4 lines @ 67' x 3' x 12"

- Mobile Home is 66' from rear of property
- Community Well
- Two bedroom mobile home

LTAR = .3 gpd/FT2

System is sized for a two bedroom per request of owner.

Henry H. Seifert
OWNER/AGENT SIGNATURE

DATE 7/17/02

APPROVAL DATE _____

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

JUL-02-02 04:50 AM 39110 P.04

FEE: 200.00
DATE: 7/10/02 CC

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

CBT

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 #: 5010B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 11304505

STREET ADDRESS: 9635 Parkridge Drive

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: L14 B2

TOWNSHIP (CHECK ONE):
✓ 0 MECKLENBURG
__ 1 CHARLOTTE
__ 2 DAVIDSON
__ 3 CORNELIUS
__ 4 PINEVILLE
__ 5 MATTHEWS
__ 6 HUNTERSVILLE
__ 7 MINT HILL

CLOSING DATE 7/16/02

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: 1034

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 1

FOUNDATION FOR RESIDENCE:
__ WITHOUT BASEMENT
__ ON SLAB
__ CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING
vinyl underpin

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

* Closing 7/16/02

PROPERTY OWNER: Robin S Barnard

NAME: Barnard (LAST) Robin (FIRST) S. (MI)

ADDRESS: 1913 #52 Meadowlark Lane

CITY Charlotte STATE: NC ZIP: 28210

DAYTIME PHONE: (704) 841-1441

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Johnson (LAST) Tony (FIRST) Atty (MI)

DAYTIME PHONE: (704) -545-8085

* Deceased *

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/31/72 William C. Francis

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: Robin S Barnard DATE: 7/3/02

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 07/10/02
Receipt #: 9185
Check / Auth #: VISA 139110
Received By: CRAIGGY

Amount: 200.00
Tendered: 0.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: BARNARD ROBIN S
Attn:
Address: 1913 #52 MEADOWLARK LANE
Address:
City/State/Zip: CHARLOTTE, NC 28210

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 9635 PARK RIDGE DRIVE		1	200.00	200.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
1,000.00					

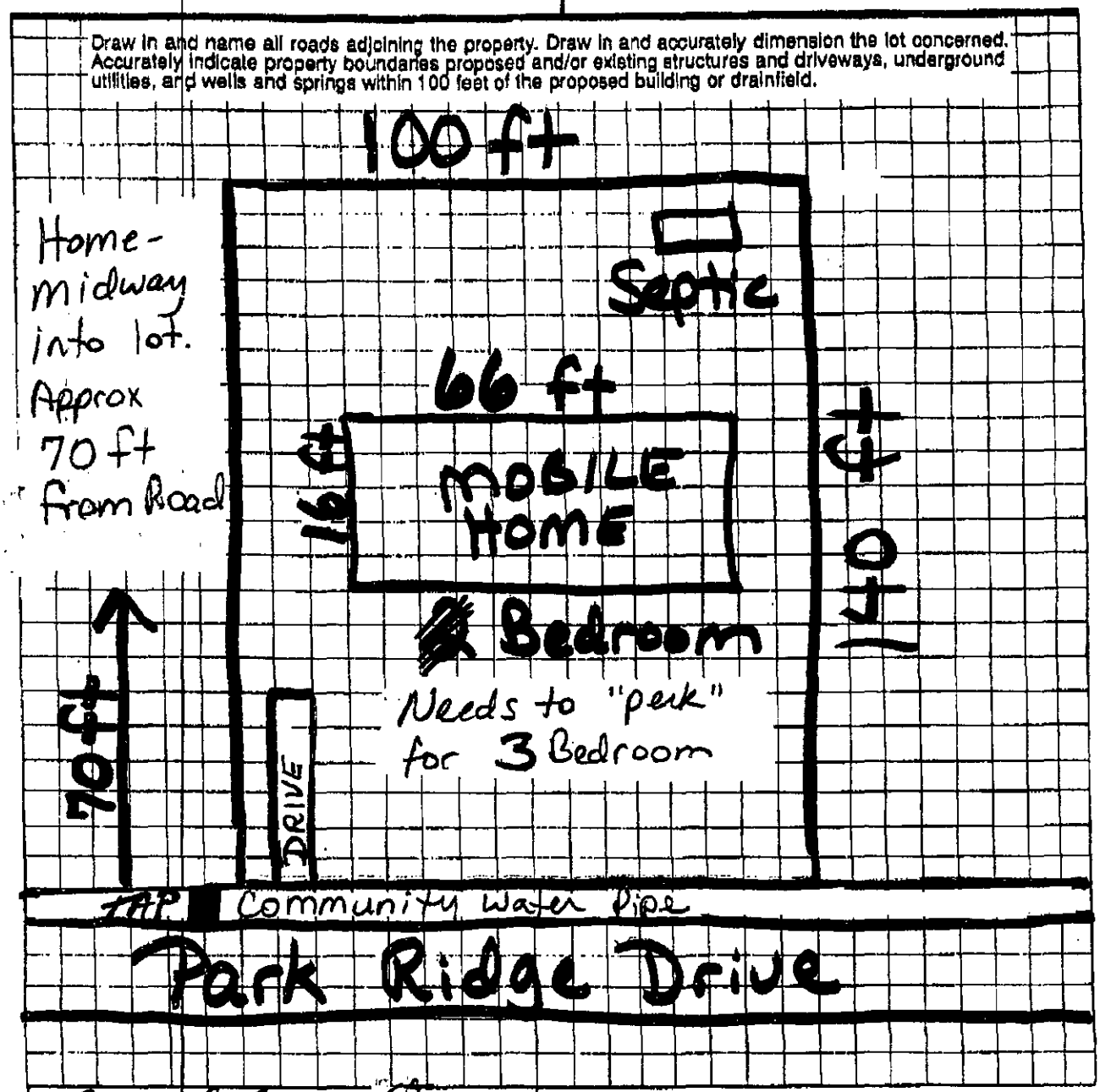
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700 NORTH TRYON STREET
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FILE: 5010B

TC: 113-045-05

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Robert S Gainard
OWNER/AGENT SIGNATURE

DATE 7/3/02

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

Sheet: 1
Property ID: 113-045-05
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3	"	0-4	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
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System Type(s)		
Site LTAR	.3GPD/FT^2	

Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 7/12/02. W. R. Marlin
Others Present:

FILE # 5010B

COMMENTS Lot does not appear to be 100% Repair

LANDSCAPE POSITION

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L-LINEAR SLOPE
FS-FOOT SLOPE
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H-HEAD SLOPE
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CONSISTENCE

MOIST	WET
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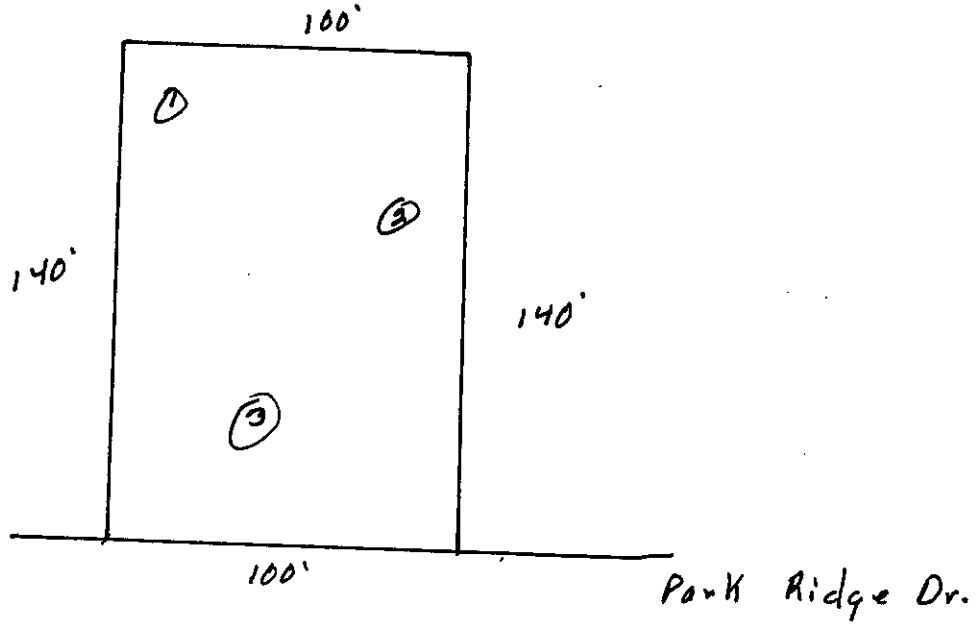
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



5010B

8235 Providence Road, Suite 220
Charlotte, NC 28277
Office (704) 543-9889
Fax (704) 543-9719

RE/MAX Metro Realty

Charlotte, NC 28262
Office (704) 549-0078
Fax (704) 549-0388

Robin S. Bernard Estate, as Buyer, hereby offers to purchase and ____, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, North Carolina, being known as and more particularly described as: Street Address: 9635 Providence Rd. Charlotte, NC Zip 28214 Legal Description: 112-045-05 Deed Book: 5048 Page No. 243 Mecklenburg County. ☐ Or Attach ☐ Additional Addendum/Exhibit. Subject to and/or Together with Restrictive Covenants, Easements, Rights of Way, which may limit the use of the Property, and as set forth in the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association under the jurisdiction of which the Property lies.

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, mailbox and all related hardware, window and door screens, storm windows, combination doors, awnings, antenna, satellite dish and system, burglar/fire/smoke alarms, central gas equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (unless dug-to-movable containers), basketball goals, storage sheds, wallboards, wall and/or door mirrors, and any other items attached or affixed to the Property EXCEPT the following items: ____

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

4. **PURCHASE PRICE:** The purchase price is $ 14,500 and shall be paid as follows:
(a) $ 500.00 **EARNEST MONEY DEPOSIT** with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by Remax Metro ("Escrow Agent") until the sale is closed, or when there is written notice of termination of this contract, or when a dispute 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 the parties consent to its disposition or a final disposition by a court of competent jurisdiction.
(b) $ ____ **ADDITIONAL EARNEST MONEY DEPOSIT** to be paid to Escrow Agent no later than ____
THE BALANCE OF PURCHASE PRICE IN CASH AT THE END OF THE DAY:
(c) $ ____ **BY ASSUMPTION** of the unpaid principal balance and all obligations of Seller on the existing note(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ ____ **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.
(e) $ 14,000 **BALANCE** of the purchase price in cash at Closing.

5. **CONDITIONS:** (Each MA in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ____ FHA ____ VA (attach FHA/VA Financing Addendum) ☐ Conventional ____ Other: ____ loan at a ☑ Fixed Rate ☐ Adjustable Rate in the principal amount of 12,950 (or any financed VA funding fee or FHA MIP) for a term of 15 year(s), at an initial interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 0 % 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 8-20-02 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or evidence 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), then same are as follows: Provide ____
(b) There must be no regulation, assessment, zoning or other governmental regulation that would prevent the reasonable use of the Property for Single Family Res. purposes.
(c) The Property must be in substantially the same 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 unobstructed 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:** Buyer agrees that there are no pending or confirmed governmental special assessments for sidewalk, paving, water or 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 date 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 for 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 ____. (f) ____

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other instruments 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, contained 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 MATERIALS:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer's title insurance underwriter to the effect 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 that may result or claims arising therefrom.

This form has been jointly approved by the:
North Carolina Bar Association
North Carolina Association of REALTORS®

Buyer Initials: RSB ____ Seller Initials ____ ____

IX. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to: WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE ADDENDUM LIST).

☐ Exempt from N.C. Residential Property Disclosure Statement but Buyer acknowledges receipt of a Lead-Based Paint Hazards Disclosure Addendum.)

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

☒ 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, interior 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 or standing water on the property; and (iii) there shall be no visible asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before 6-25-02 (Seller shall provide written notice to Buyer of Seller's response within N/A days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and to authorize time to correct any required repairs to be completed by Closing.

(b) 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 or a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except N/A there was no visible evidence of wood-destroying insects and containing no indications 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 disclose wood other previously damages or defects covered by insurance or conditions other than wood-destroying insects. If upon construction, Seller shall provide a standard warranty of results and treatment.

(c) Repairs: Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract. In which case all earnest money deposit shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (a), (b), or (b) and/or (c) above, if any, are conditions of this contract.

(d) Assessment CLOSING FEES: I. CONFIRMS ACCEPTANCE OF EACH OF THE SYSTEMS, TERMS AND CONDITIONS LISTED ABOVE UNLESS SPECIFICALLY MODIFIED OR OTHERWISE NOTED IN WRITING.

XI. REASONABLE ACCESS: Seller will provide reasonable access to the Property for inspections, appraisals, surveying, or home visits through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

XII. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to cooperate with and all documents and papers necessary in connection with Closing may be executed after the Closing if necessary. Closing shall occur on or before 7-30-02, at a place designated by Buyer. The deed is to be made to Robert Lafort Barnard.

XIII. 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.

XIV. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

Lot must be suitable for a BR septic system

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. NOTICE AND EXECUTION: Any notice or communication to be given to a party hereto may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed counterpart originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® in broker-history, and the parties adopt the word "SEAL" beside their signatures below.

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

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

Date: 6/18/02 Date: _____

Buyer: Robert Barnard (SEAL) Seller: _____ (SEAL)

Date: _____ Date: _____

Buyer: _____ (SEAL) Seller: _____ (SEAL)

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

Date: 6-18-02 Firm: Remax Metro

By: Donna Brown

Selling Agent/Firm/Phone: Remax Metro - Donna Brown - 704-869-4210
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Closing Agent/Firm/Phone: _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent



METRO MARKETING INC.
213 NORTH TRADE STREET
MATTHEWS, N.C. 28105

PHONE: 704-841-1441 FAX: 704-841-1443

X10

FAX

DATE: 7/3/2002

PAGES: 6

7/3/02 C 4:22

TO: Meck. Cty Health Dept

REMARKS: **URGENT**

FOR REVIEW X REPLY ASAP ____ PLEASE COMMENT ____

Reference: Application for Improvement Permit

Please review my application and let me know if I have left anything off. I want to make sure I have everything correct before I bring it in.

Thank you, Robin Barnard