

12/31/2007

duponbj

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

Mecklenburg County
Health Department

October 8, 1998

R.L. Coleman
727 Georgetown Drive
Charlotte, NC 28213

Re: Garrison Road
File: 2636B
Parcel: 141-142-08

Dear R.L. Coleman:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1941 **SOIL CHARACTERISTICS (MORPHOLOGY)**, .1943 **SOIL DEPTH** and .1945 **AVAILABLE SPACE**. For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating data if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County.

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

FEE: 100.00
DATE: 8-18-98

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

File # 2637B
1 1 CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

COPY

FILE #: 2637B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 141-142-08

STREET ADDRESS: Garrison Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 8

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

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: 2,700

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: R L Coleman

NAME: (LAST) Coleman (FIRST) R (MI) L

ADDRESS: Vivian L. Williams

CITY: 727 Georgetown STATE: Dr ZIP:

DAYTIME PHONE: ( ) - Clover NC 29715

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Ford (FIRST) Roscoe (MI)

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: Roscoe Ford DATE: 8-18-98

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

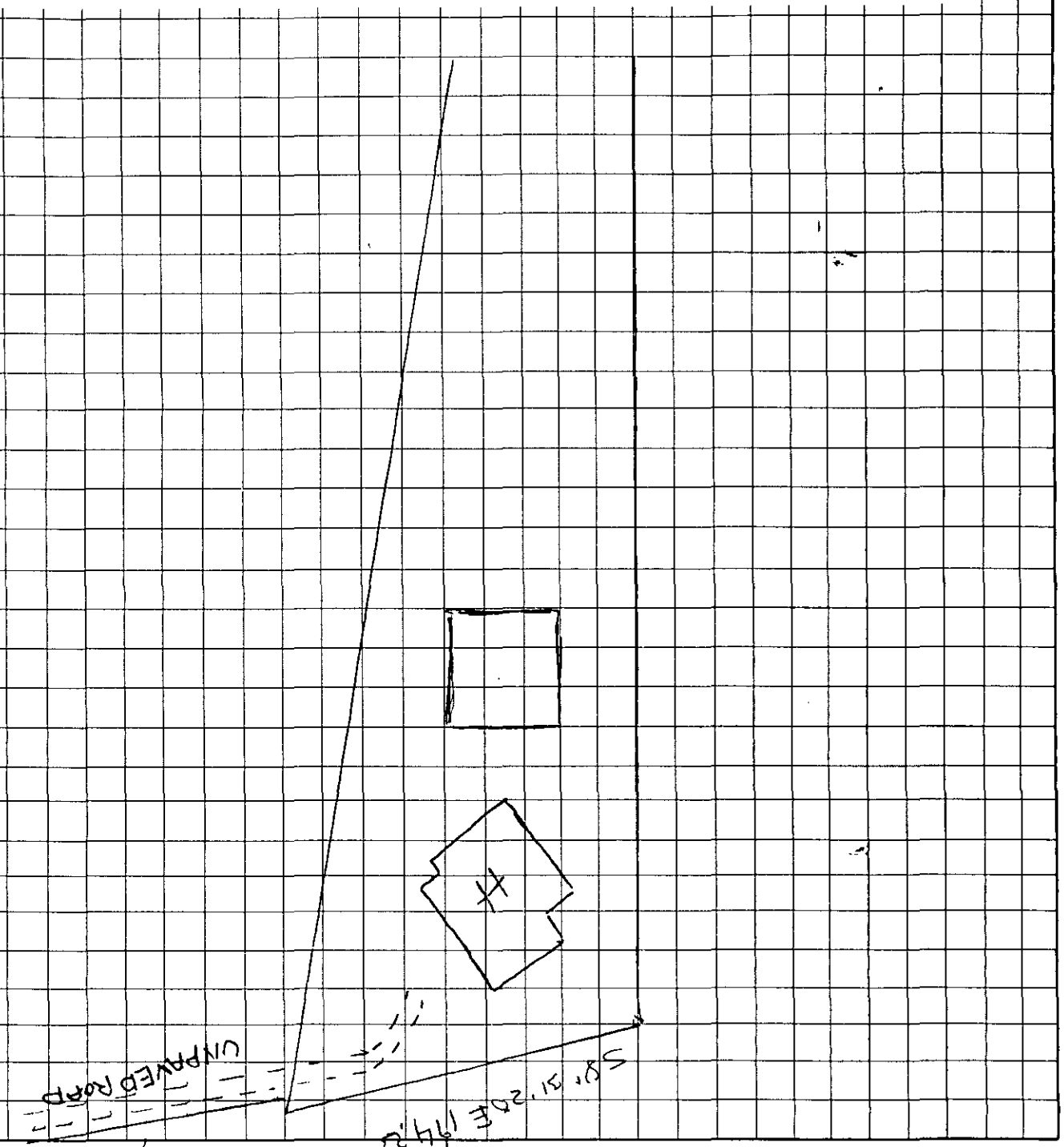
PROPOSED PLOT PLAN

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

FILE: 26 36 B

TC: 141 - 142 - 08

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE

DATE 8/18/98

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

#3 (400)

Sheet ____
PROPERTY ID #: 141-142-08
Lot # : ____
File # : 2636B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Vivian L. Williams
APPLICANT: Roscoe Ford
ADDRESS: 727 Georgetown Dr. Charlotte, N.C.
DATE EVALUATED: 9-25-98
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: 2.51 A
LOCATION OF SITE: off Harrison Road
PROPERTY RECORDED: ____
WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other ____
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-15% .1940 LANDSCAPE POSITION/ SLOPE %	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	0-6"	gr/SCl	Fr/SEXP SS/SP	>19" TO SOIL WETNESS	19"	N/A	None	US
		6-19"	ABK/ C	VFr/EXP US/UP					
2	LS	0-6"	Fill- Auger Refusal @			6"			US
3	LS	0-19"	gr/SL	Fr/SEXP NS/NP	>21" TO SOIL WETNESS	21"	N/A	None	US
			saprolite	@21"					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): ____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.A. Marlin 9-29-98
OTHER(S) PRESENT: LHS

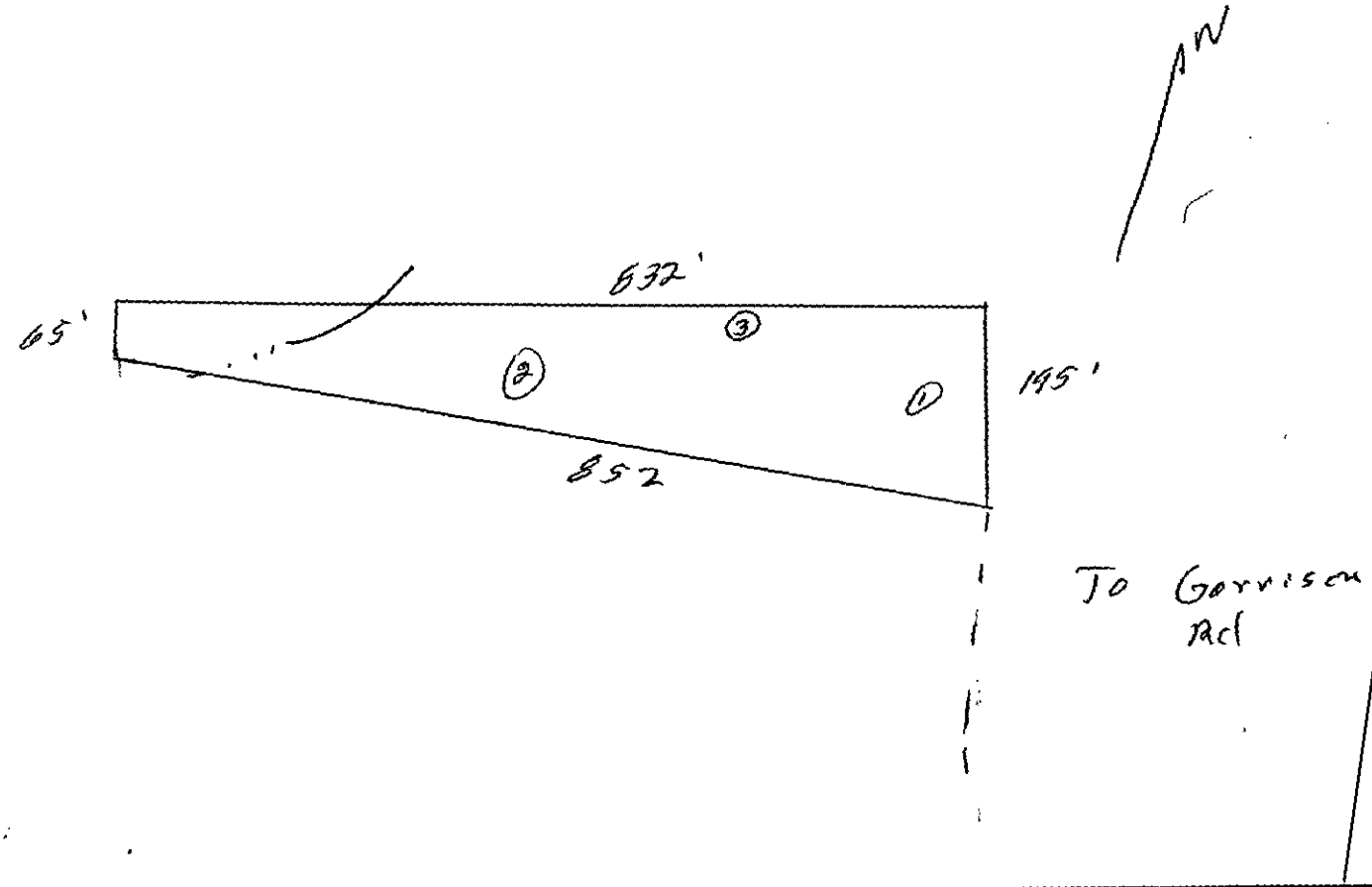
FILE # 2636B

COMMENTS 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	



FEE: 100.00
DATE: 8-18-98

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

File # 2637B

I ICRT

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 #: 2637B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 141-142-08

STREET ADDRESS: Garrison Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 8

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: 2,700

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE_____

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

PROPERTY OWNER: R L Coleman

NAME: (LAST) Coleman (FIRST) R. (MI) L.

ADDRESS: Vivian L. Williams

CITY: 727 Georgetown STATE: Dr ZIP:

DAYTIME PHONE: ( ) - Cinc, NC 28215

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Ford Roscoe
(LAST) (FIRST) (MI)

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: Roscoe Ford DATE: 8-18-98

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

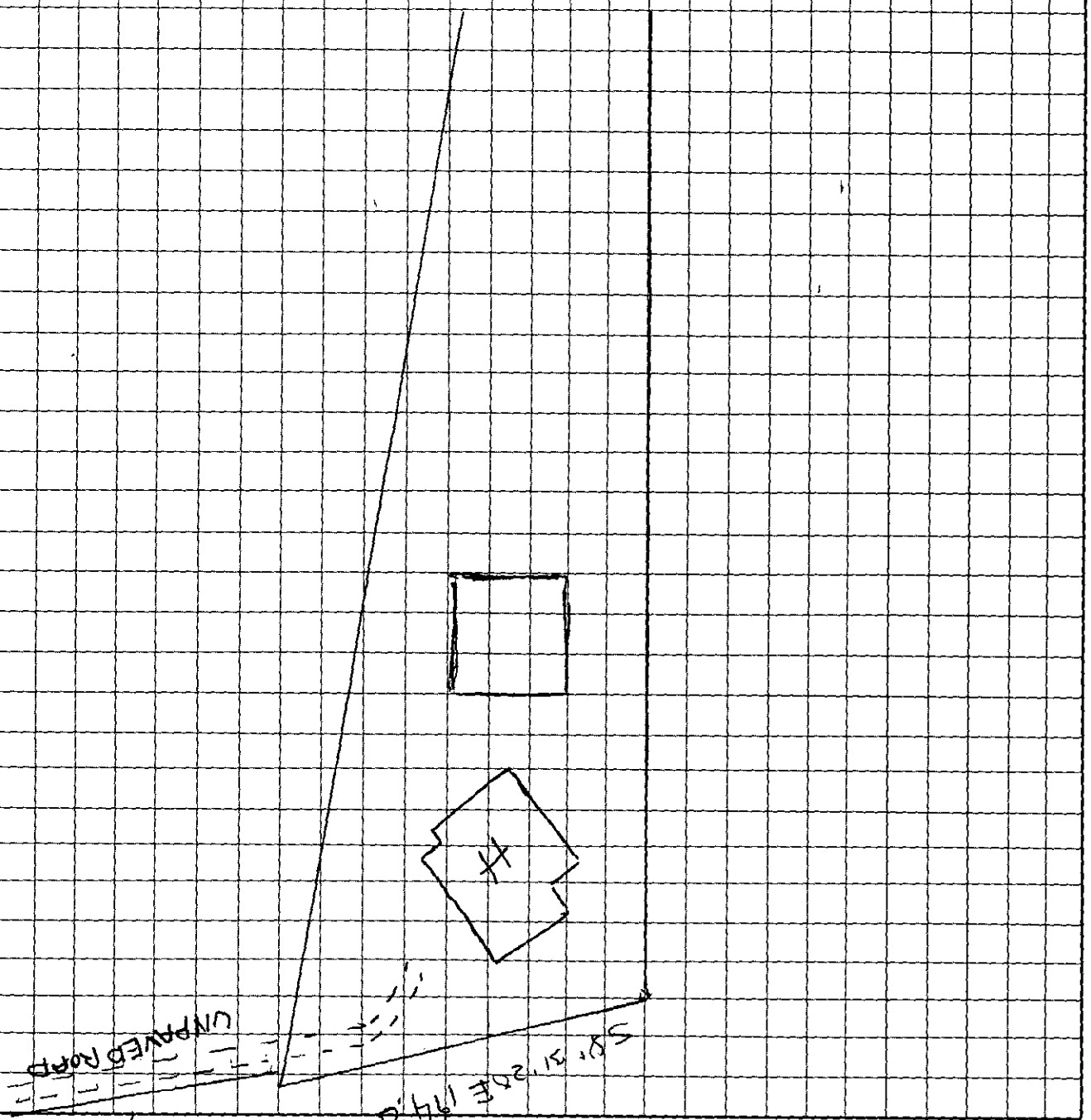
PROPOSED PLOT PLAN

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

FILE: 2636B

TC: 141 – 142 - 08

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE

DATE 8 18 98

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

MUSCOE FORD WILLIAM WILLIAMS, 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, State of North Carolina, being known as and more particularly described as: Street Address 6411 CARRISON RD. Zip
Legal Description:
(☒ All ☐ A portion of the property in Deed Reference Book 6312, Page No 564, MECKLENBURG County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

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

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

4. **PURCHASE PRICE:** The purchase price is $ 14,000 and shall be paid as follows:
(a) $ 100, EARNEST MONEY DEPOSIT by ☒ cash ☐ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by NEIGHBORHOOD REALTY INC as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event (1) this offer is not accepted, or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ NONE, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A
(c) $ NONE, 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) $ 13,900, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other CASH loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other N/A in the principal amount of N/A for a term of N/A year(s) at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) Buyer must be able to obtain all necessary governmental approvals that would prevent the reasonable use of the real property for PRIVATE RESIDENCE 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) Buyer must be satisfied that any deposit paid and satisfied by Seller prior to closing such as cancellation may be promptly obtained. Seller shall cooperate to obtain any such cancellation prior to 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 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 or such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.
(f) SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, street, sewer or other improvements out to adjoining roads to the Property, and no owners' association special assessments, except as follows:
NONE
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments. Buyer shall be responsible for all pending assessments, if any, unless otherwise agreed as follows:
N/A

6. **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 $ NONE per .

7. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this contract and excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all documents required to secure the balance of the purchase price unpaid at closing. Buyer shall pay for any title search, title insurance, survey, and any desired inspections. Buyer shall pay for any State lien on the Property at the prevailing rate with the cost of measurement and, if any, being paid by Seller.

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

9. **LABOR AND MATERIALS:** Seller shall furnish to Buyer 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 claims arising therefrom.

...Y DISCLOSURE ...ND INSPECTIONS:

...isclosure:

☐ ...eceived 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 P... Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract ... penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

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

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

(b) **Property Inspection:** Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before 9/7/98. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

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

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

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

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

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 9/30/98, at a place designated by Buyer and is to be made to Kristie Lee Ford & Chad Lee.

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

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

IT MUST BE ABLE TO PASS FHA SATISFACTORILY

17. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are substantially or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's Agent and all earnest money shall be returned to Buyer. In the event Buyer does not elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement then this contract shall be binding upon the assignee and assignee's successors.

19. **BINDING EFFECT:** This contract shall be binding upon and inure to the benefit of the parties hereto, Buyer and Seller, and their respective heirs, personal representatives, successors and assigns. Unless the context requires otherwise, the singular includes the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. **SEVERABILITY:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. **ENTIRE AGREEMENT:** This contract and any addenda or amendments hereto shall constitute the entire agreement between the parties and may not be modified in any manner except by written agreement signed by all parties to this contract and any assignees approved by Seller. All changes, additions or deletions hereto must be in writing and signed by all parties. Any real estate agent or broker participating in this transaction is not a party to this contract. Any representations made by Seller or Buyer not contained in this agreement, other than those contained in any listing agreement or buyer agency agreement between Seller and Broker, are void and of no effect.

22. **OFFER AND ACCEPTANCE:** This offer shall become a binding contract when a copy of this document which bears the offer and acceptance signatures of all of the parties hereto shall have been personally delivered to, or received by, each party or such party's agent. Unless otherwise specified herein, all references to "days" shall be construed to mean calendar days, and any reference to "SEAL" beside the signature of any party shall evidence the intent of such party to execute this contract as a sealed instrument.

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

Buyer acknowledges having made all inquiries personal examination of the Property prior to the making of this offer.

Buyer [signature] (SEAL) Seller [signature] (SEAL)

SS/Tax ID# [redacted] SS/Tax ID# [redacted] 244-12-3514

Buyer _____ (SEAL) Seller _____ (SEAL)

SS/Tax ID# _____ SS/Tax ID# _____

Date: _____ Date: _____

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

8/20/98 Firm Yellowhouse Realty Inc

By [signature]

Selling Agent/Firm/Phone [illegible] Acting as ☐ Seller's Agent ☐ Dual Agent ☐ Seller's subagent

Listing Agent/Firm/Phone 704 435 2224 Acting as ☐ Dual Agent ☐ Buyer's agent