

12/26/2007

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

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

I JCRT

...ION: 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

Consultation hrs

FILE #: 1918

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 007 191-03

STREET ADDRESS: Davidson Concord Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

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:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
__ CRAWL SPACE
✓ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

Consultation mail
12-1-98 Paul Jaszewski
Present Why

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:

NAME: Grier, Herbert
(LAST) (FIRST) (MI)

ADDRESS: 246 Glen Eagle Rd E.

CITY: Statesville STATE: NC ZIP: 28677

DAYTIME PHONE: (704) 892 - 0505

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Jaszewski Paul
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) 892-0505

* PAGER 356-3263

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: Paul Jaszewski DATE: 11/19/98

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

FEE: 70.00 Cash
DATE: 11/19/98 gc

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

[ ] CRT

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

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

Consultation hrs 2

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__ 6 HUNTERSVILLE
__ 7 MINT HILL

CLOSING DATE _____

Consultation mail 12-1-98
Paul Jaszewski Presen
MW Bm

TYPE OF BUILDING (CHECK ONE):

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__ DOUBLE WIDE (D)
✓ HOUSE (H)
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__ WITH BASEMENT /NO PLUMBING

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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)

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

PROPERTY OWNER:

NAME: Grier, Herbert
(LAST) (FIRST) (MI)

ADDRESS: 246 Glen Eagle Rd E.

CITY: Statesville STATE: NC ZIP: 28677

DAYTIME PHONE: (704) 892 - 0505

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NAME: Jaszewski Paul
(LAST) (FIRST) (MI)

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* PAGER 356-3263

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SIGNED: Paul Jaszewski DATE: 11/19/98

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

File # 1948

OFFER TO PURCHASE AND CONTRACT

PAUL JASZEWSKI, Harlow A. McCullach, as Buyer, hereby offers to purchase and Herbert Grier Tercentenary-Betsy Grier Yarborough, Trustee, 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 _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address: Highway 73, Concord Road (Approx. 34± Acres) Zip _____
Legal Description: Tax Parcel # 007-191-03-001 Mecklenburg County)
(☒ All ☐ A portion of the property in Deed Reference: Book 6214, Page No. 673, 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 Residential Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owner's 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:

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

4. **PURCHASE PRICE:** The purchase price is $ ~~$265,000~~ $275,000.00 NC NC and shall be paid as follows:
(a) $ 10,000.00 EARNEST MONEY DEPOSIT ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____
to be deposited and held in escrow by Broker Agency until this offer is accepted and a fully executed copy of this contract is delivered to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions herein are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until 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) $ _____ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____
(c) $ _____ 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) $ ~~$265,000~~ $275,000.00 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~$248,000~~ $258,000.00 BALANCE of the purchase price in cash at closing.
(Sum of lines (a) through (e) must equal the total purchase price.)

5. **CONDITIONS:** (State N/A if no such blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before 11/15/98, effective through the date of closing, for a loan of: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ in the principal amount of $ ~~$200,000~~ $210,000.00 for a term of 15 year(s), at an interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 1/2 % 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 Buyers loan closing costs including discount points, those costs are as follows: N/A. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real 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 governmental special assessments, either pending or confirmed, for sidewalk, curbing, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

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 $ _____ per _____.

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 the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all

Addendum to Offer to Purchase and Contract

In reference to the Residential Offer to Purchase and Contract between Paul K. Jaszewski and Haelan A. McCulloch, the purchaser, and Herbert Grier Testamentary-Betsy Grier Yarborough, Truster, the Seller, dated _____ covering real property known as and more particularly described as: Highway 73, Concord Road (approximately 34 acres), Legal Description: Tax parcel # 007-191-03-001 hereby agree to the following:

1. Sale contingent upon acceptable evaluation by Trigon Environmental Site Assessment.
2. Site suitable for at least 10 (ten) residential building sites. Soil tests and topography to be assessed by buyers prior to closing.
3. ~~Survey- property borders and acreage shall be determined and recorded by boundary plot or survey prepared by a registered land surveyor or engineer, conducted at the direction and expense of the seller.~~
4. Title Insurance: Buyer shall be able to obtain prior to closing a title to the property in the buyer's name.
5. No known undesirable buildings/ projects planned within a 5 mile radius of property either known by seller or identified by buyer prior to closing.
6. Approval by buyer's attorney no later than 11/15/98

The herein agreement, upon its execution by both parties, is herewith made an integral part of aforementioned Offer to Purchase and Contract.

① - DOT -
? Road Access ? Flood Plain ? GAS line
? entrances?

Dated 10/9/98 Dated 10/15/98

Purchaser Seller

Betsy Grier Yarborough, Title
Herbert Grier Testamentary Trust

Purchaser Seller

INSP

① No undesirable contracts on property

Liquidated damages

- Copies

FROM

File # 1948

NOTICE OF REAL PROPERTY ASSESSED VALUE

Date of Notice: 01/05/1998

** THIS IS NOT A BILL **

Mecklenburg County Tax Administrator's Office, Real Estate Division, P.O. Box 31127, Charlotte NC 28236

TAX YEAR: 1998 PARCEL #: 007-191-03

YOU ARE HEREBY NOTIFIED THAT AS OF 1/1/1998 YOUR ASSESSED VALUE HAS CHANGED DUE TO **COUNTYWIDE REVALUATION**

GRIER HERBERT
(TESTAMENTARY TR) J GRIER JR TR
246 GLEN EAGLE RD EAST
STATESVILLE NC 28677

Deed Reference	Property Description
8188-0166	34.36AC NA DAVIDSON-CONCORD RD

Market Value	Deferred Value	Historic/Use Value
312,130	0	0

PLEASE DETACH HERE ONLY IF YOU WISH TO APPEAL THE VALUE OF THIS NOTICE. RETAIN TOP PORTION FOR YOUR RECORDS.

REQUEST FOR FIELD REVIEW

Carefully complete the informal review form below if you wish to appeal the value of this notice and return by mail within 30 days of the date of this notice. Mecklenburg County will make personnel available to review your real estate values. A change in value will be considered **only** if the owner can demonstrate that the assessed value is more than market value as of 1/1/1998, or is inconsistent with the value of similar property. ' SEE REVERSE SIDE FOR STATE STATUTE '

Parcel Number	Date of Notice	Use/Model	Market Value	Deferred Value	Historic/Use Value
007-191-03	01/05/1998	01/00	312,130	0	0

A review of assessed values may result in assessments being: (1) left unchanged (2) reduced, or (3) increased in value. By law you can not appeal your property value based on (1) it's percent of increase or (2) your ability to pay tax.

If you maintain a mortgage escrow account with an institution, you may want to discuss this new value as it relates to your escrow account with that institution.

PLEASE INDICATE WHICH OF THE FOLLOWING APPLIES TO YOUR PROPERTY (CHECK ONE OR BOTH):

___ THE SUBJECT PROPERTY IS APPRAISED AT MORE THAN IT'S FAIR MARKET VALUE.

___ THE SUBJECT PROPERTY IS NOT EQUALLY APPRAISED AS COMPARED WITH SIMILAR PROPERTIES.
(Please list)_____

_____

WHAT IS THE PROPERTY OWNER'S OPINION OF VALUE AS OF JANUARY 1, 1998? $ _____

WHAT WAS THE PURCHASE DATE & PRICE (If purchased since 01/01/1996)? Date _____ $ _____

WHEN WERE THE MAJOR STRUCTURES BUILT? (If built since 01/01/1996)? Date _____ $ _____

LIST THE COST OF ANY MAJOR REMODELING (If done since 01/01/1996).

Description of work: _____ Date _____ $ _____

Description of work: _____ Date _____ $ _____

IF LISTED FOR SALE IN THE LAST TWO (2) YEARS COMPLETE THE FOLLOWING:

Broker/Agent _____ Date(s) _____ List Price _____

Relocation/State Transfer _____

UPON WHICH OF THE FOLLOWING DO YOU BASE YOUR OPINION?

___ Personal Judgement ___ Recent Appraisal ___ Comparable Sales ___ Income Data

___ Other (explain) _____

_____

_____

BE SURE TO ATTACH COPIES OF INFORMATION SUPPORTING YOUR OPINION OF VALUE.

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief the information submitted on this appeal

FEE: 105.00
DATE: 6/3/97
ck # 0302

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

C Consultation 2460 | | 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 #: 1948B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 007-191-03

STREET ADDRESS: Highway 73-Davidson Concord Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

___ SINGLE MOBILE HOME(S)
___ DOUBLE WIDE (D)
X HOUSE (H)
___ MODULAR HOME (M)
___ MULTIPLE FAMILY (U)
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HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

___ WITHOUT BASEMENT
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___ CRAWL SPACE
___ WITH BASEMENT /PLUMBING
___ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE

Consultation ~~mailed~~ mailed 6-20-97
Terry Dewese present
WAM - 6-20-97

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)
X PRIVATE WELL (P)
___ SHARED WELL (S)
___ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER: Herbert Grier Testamentary Trust

NAME: (LAST) (FIRST) (MI)

ADDRESS: 246 Glen Eagle Rd East

CITY: Statesville STATE: NC ZIP: 28677

DAYTIME PHONE: 704 873-9666

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Terry Dewese E. (LAST) (FIRST) (MI)

DAYTIME PHONE: 704 873-9666

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

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SIGNED: Terry E. Dewese / Agent DATE: 6/2/97

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

007-191-03

TO: Mecklenburg Health Department

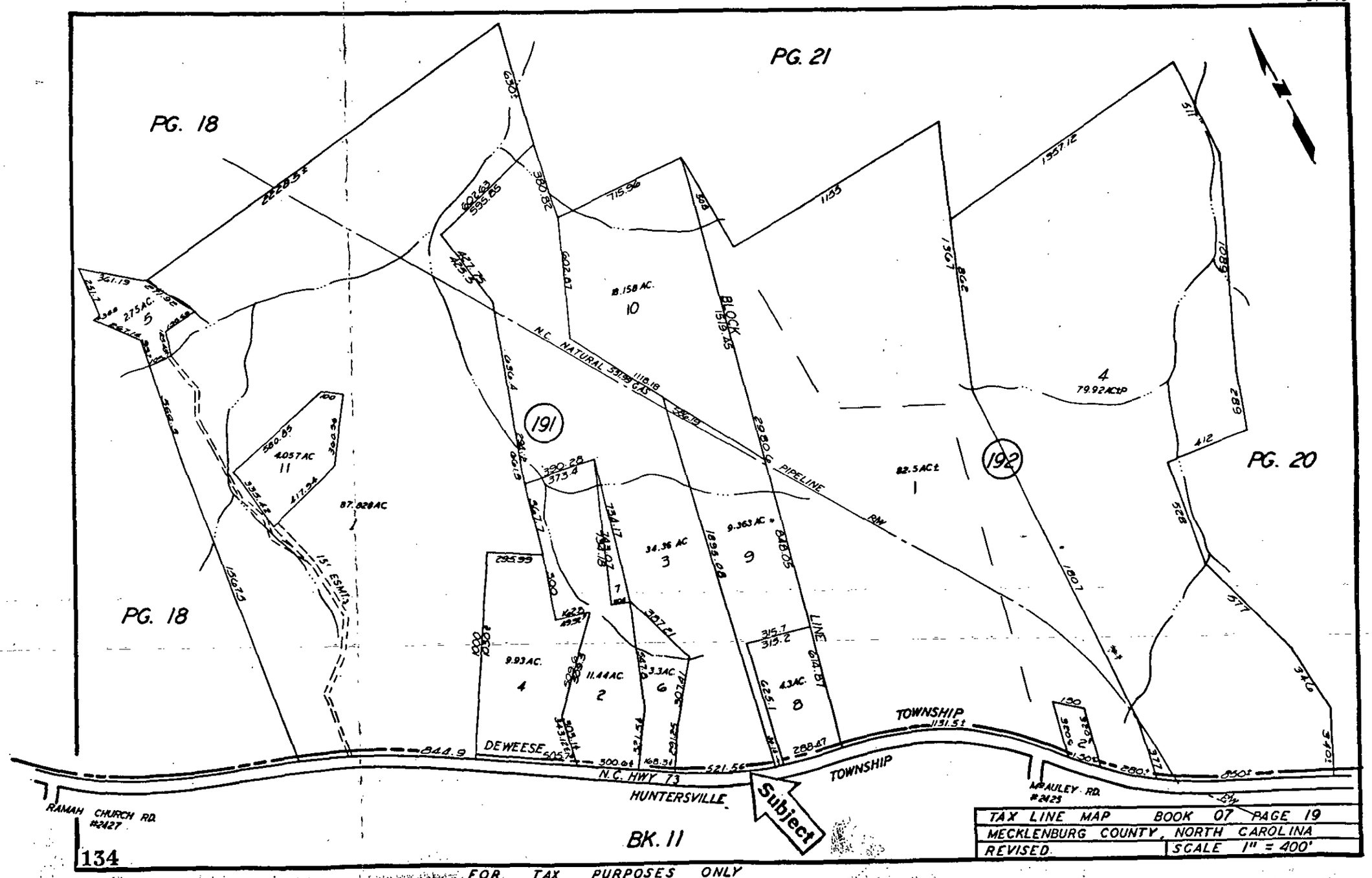
FROM: Betsy Grier Yarborough, Trustee for the Herbert Grier ~~Estate~~ Testamentary Trust
Boy

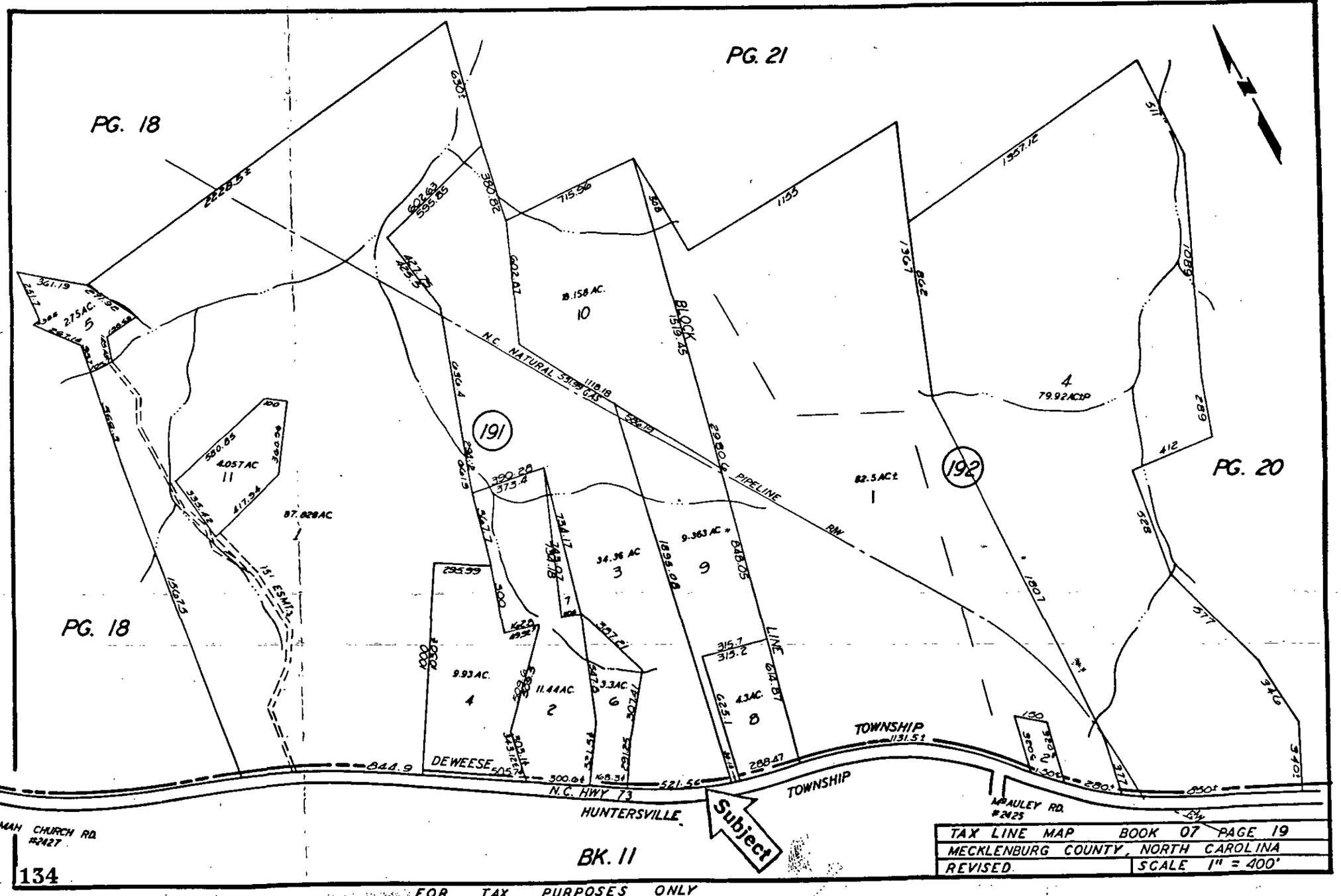
This notice gives to Mecklenburg Health Department the right to investigate the soil on the property located on Highway 73 (Concord Road) which is approximately 34.3 Acres in size. The Tax Map is: 007-191-03-001. It is located in Deed Book 4571 Page 475.

Thank you,

Betsy Grier Yarborough, Trustee
Herbert Grier Testamentary Trust
5/27/97

007-191-03


PG. 21
PG. 18
PG. 18
PG. 20
191
192
BLOCK 1519.45
N.C. NATURAL GAS
PIPELINE R/W
15' ESMT.
LINE
TOWNSHIP
DEWEESE
N.C. HWY 73
HUNTERSVILLE
RAMAH CHURCH RD. #2427
McAULEY RD. #2425
Subject
BK. 11
134
2.75 AC. 5
4.057 AC 11
87.828 AC
18.158 AC. 10
9.363 AC. 9
34.36 AC 3
9.93 AC. 4
11.44 AC. 2
3.3 AC. 6
4.3 AC. 8
82.5 AC± 1
79.92 AC± 4
TAX LINE MAP BOOK 07 PAGE 19
MECKLENBURG COUNTY, NORTH CAROLINA
REVISED
SCALE 1" = 400'
FOR TAX PURPOSES ONLY



FOR TAX PURPOSES ONLY

207-191-05