

9910 FERGUSON RD

13942112

1/9/2008

duponbj

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

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

PERMIT NUMBER: 6128B
PARCEL NUMBER: 13942112

JOB LOCATION ADDRESS: 9910 Ferguson Road
PROPERTY OWNER: William Heybruck
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: J.Andrew Walker DATE: 11/02/05

DENR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 6128B, 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 THE 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 PERMITSAND AUTHORIZATION TO CONSTRUCT.

X _____
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE

X 3 Nov 2005
DATE

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Tax Number: 139-421-12

it Number: 6128B

- 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

Primary Wastewater System

Type: ☐ 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:

.3 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1600 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☐ No	1500 Gallon septic tank	533 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	na Gallon pump tank	12 Depth of stone (in)	

Any surface water present: Type: Minimum separation distance (ft):

Additional conditions: **Use drop boxes for serial distribution**

Repair Area System

Type: ☐ 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:

____ Absorption Area (ft^2) ____ Total trench length (ft)	__ Depth of stone (in)	__ Trench spacing (min. on centers) (ft)	__ Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

11/3/2025
DENR Authorized Agent Date

3 Nov 2025
Owner/Agent Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

IWWS-100195

PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 28 6183B

TC: 134 - 421 - 12

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.

PERMIT FOR:

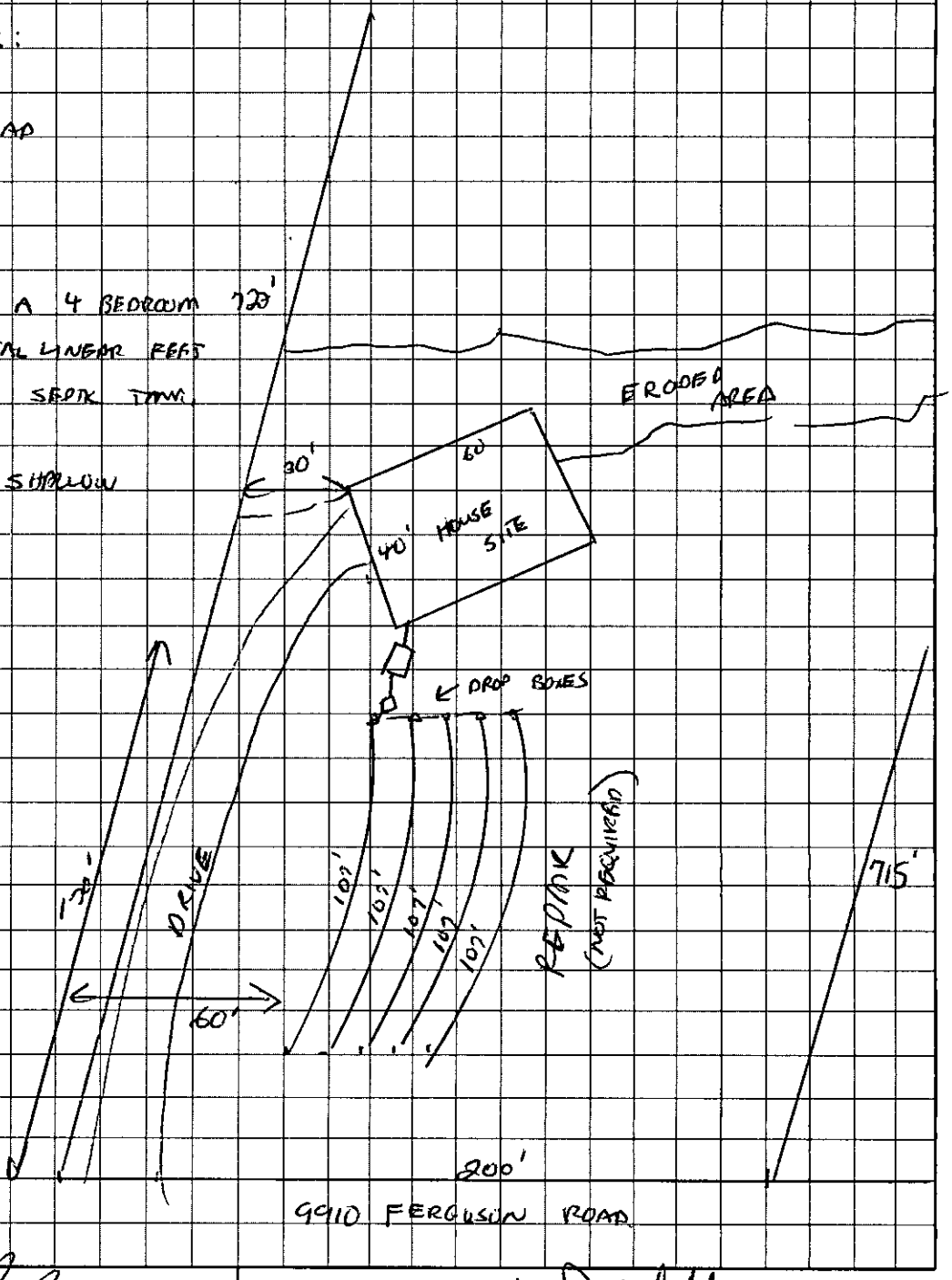
9910 FERGUSON ROAD

SCALE 1" = 50'

(1) PERMIT DESIGN IS FOR A 4 BEDROOM RESIDENCE, 533' OF TOTAL LINEAR FEET OF DRAIN LINE. 1500 gal SEPTIC TANK.

(2) INSTALL DRAIN LINES SHALLOW (30") AND ON CONTOUR.

(3) USE DROP BOXES FOR SERIAL DISTRIBUTION.



Willie F Hall
OWNER/AGENT SIGNATURE

DATE 3 Nov 2005

APPROVAL DATE 11/2/05

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 of 2
Property ID: 139-421-12
Lot #:
File #: 6128B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Margaret Davis
Applicant: William Heybruck
Address: 5210 Hampton Ridge Road, Rock Hill, S. C., 29732
Date Evaluated: 9/27/05
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.5a inv.
Location of Site: 9910 Ferguson Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] 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, 10	0-10	GR/CL	FR/SEXPSS/SP	>49" TO SOIL WETNESS	49+	N/A	NONE	PS, IV .3GPD/FT^2
		10-49	SBK/ABK/C	FI/SEXP/S/P					
2	LS, 15	0-14	GR/CL	FR/SEXPSS/SP	>43" TO SOIL WETNESS	43+	"	"	"
		14-43	SBK/ABK/C	FI/SEXP/S/P					
3	"	0-8	GR/CL	FR/SEXPSS/SP	>32" TO SOIL WETNESS	32	"	"	US, IV .3GPD/FT^2
		8-32	SBK/ABK/C	FI/SEXP/S/P					
4	LS, 10	0-4	GR/CL	FR/SEXPSS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV .3GPD/FT^2
		4-48	SBK/ABK/C	FI/SEXP/S/P					

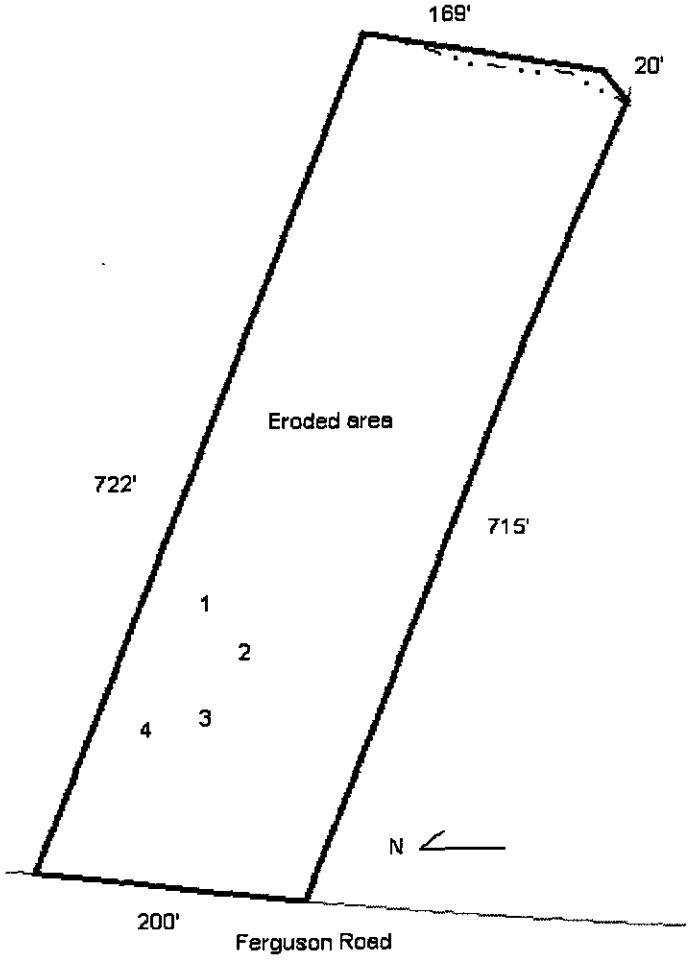
Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 9/27/2005, W. R. Marlin
Others Present: B. Heybruck

COMMENTS:
Does not appear to be 100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	



GWS – RES. APP 07/05

SEPTIC FEE: $200.00
DATE: 8/31/05
CK# 10C #5428 V.W.

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

FILE # 6128B

WELL FEE:
DATE:
CK#:

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☒ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 13942112
STREET ADDRESS: 9910 FERGUSON RD
CITY: CHARLOTTE
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #:
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 3000
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☐ CRAWLSPACE ☒ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☒ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☒ YES	☐ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☐ NO

PROPERTY OWNER:

NAME: MARGARET DAVIS
ADDRESS: 5210 HAMPTON RIDGE RD
CITY: Rock Hill
STATE: SC ZIP: 29732
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: William Heybruck
ADDRESS: 7223 PINE LAKE LANE
CITY: CHARLOTTE
STATE: NC ZIP: 28227
HOME PHONE: 704 545 7118 WORK PHONE: 704 545 4610
MOBILE PHONE: 7049044706 FAX: 704-545-1341

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 8/24/98
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 9/30/05

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

William P Heybruck 8/31/05
Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

William P Heybruck 8/30/05
Owner's/Agent's Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-6894

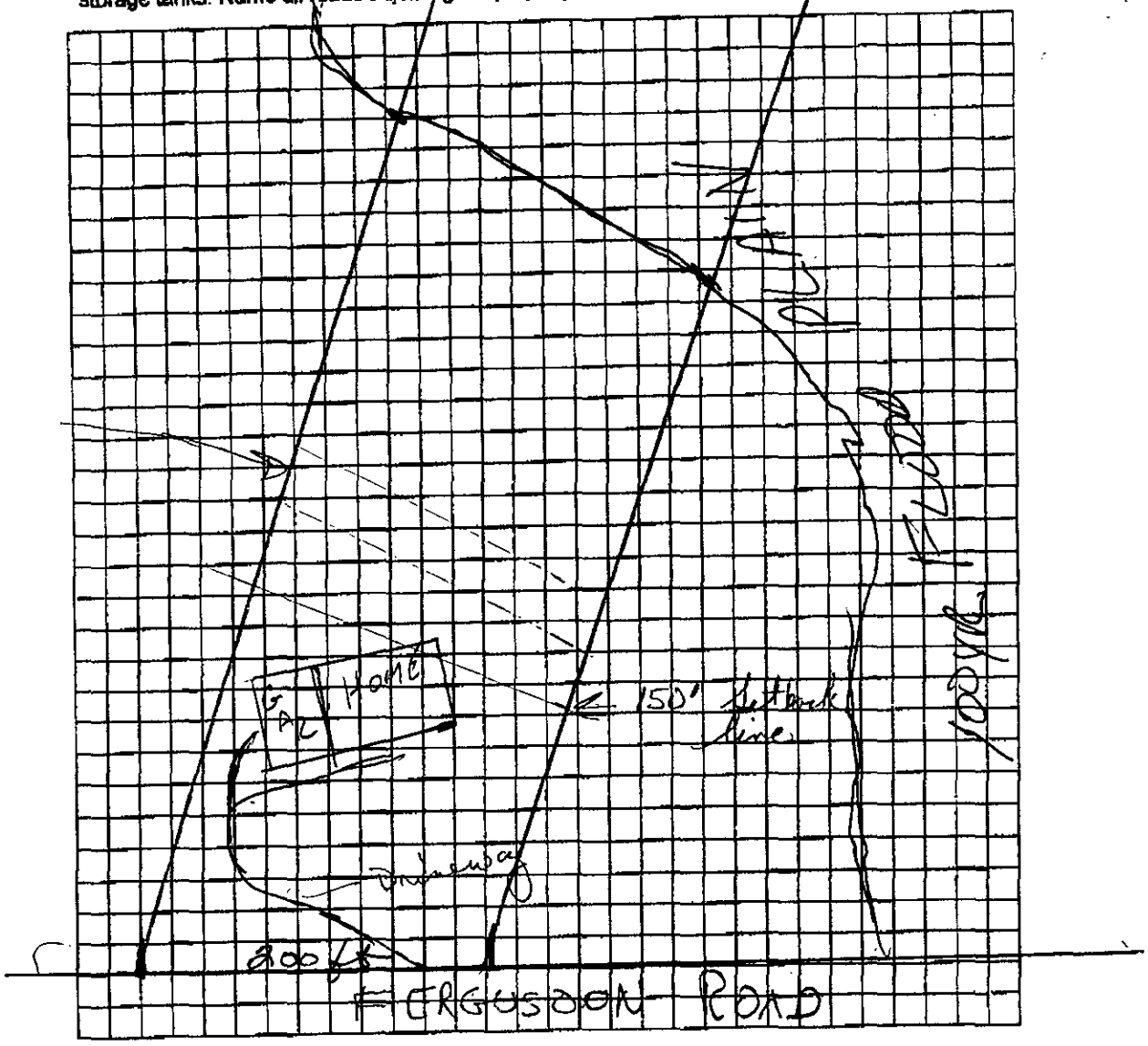
Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File #_____
Date_____

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.

old Wagon roads



Owner/Agent Signature Dolleen F Holt
Date 8/31/05

LBC 12/15/04

OFFER TO PURCHASE AND CONTRACT

William F. & Linda F. Heybreck, as Buyer, hereby offers to purchase and Margaret A. Davis, 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 9010 & 10000 Ferguson Rd Zip 28269 Legal Description: FERGUSON RD (☐ All ☐ A portion of the property in Deed Reference: Book 03437, Page No. 247, Meck 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 WF MD C.H.D.

4. **PURCHASE PRICE:** The purchase price is $ 125,000 -1109,000 WF MD C.H.D. and shall be paid as follows:
(a) $ 1000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: N/A to be deposited and held in escrow by Allen Tate ("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 N/A, 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 OWC MD C.H.D., SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 108,000 -108,000 WF MD C.H.D., 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 N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A 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.
(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 (or as of the Option Termination Date if Alternative 2 of paragraph 18 applies), 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.

not always reveal either 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.

(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 monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above *are excluded from repair negotiations under this contract.*

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than N/A pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures *are attempted but fail to bring the radon level within the satisfactory range*, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) **Cost Of Repair Contingency:** Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate of the total cost of repairs and/or corrective measures required by (a), (b) and (d) above equals or exceeds $ N/A, then Buyer shall have *the option to terminate this contract and all earnest monies* shall be returned to Buyer.

(f) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A. The cost of the appraisal shall be borne by Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2:** ***(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)***

(a) **Property Investigation with Option to Terminate:** In consideration of the sum of $ _____ (do ***not*** *insert $0, N/A, or leave* blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, 20____, *time being of the essence* (the "Option Termination Date"). At any time *prior* to Closing, Buyer *shall have the right to inspect the Property at Buyer's* expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, ***time being of the essence,*** this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, *the Option Fee* will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) 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.

15. **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 SEPT. 30, 2005 at a place designated by Buyer. The deed is to be made to William F & Linda E. MEYABRUCK

16. **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.

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

Add. Provision Addendum
No Deed Restriction for Amateur Radio Antennas.

18. **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.

19. **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 on the assignee and his heirs and successors.

20. **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.

21. **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.

ADDITIONAL PROVISIONS ADDENDUM

Property Address: 9910 & 10000 FERGUSON Rd, Charlotte, NC 28227

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

C.H.D M.P. 1. ✓ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to ALLEN TATE, on or before 5 PM. ☐ AM ☐ PM, on 8-24-05, or until withdrawn by Buyer, whichever occurs first.

C.H.D M.P. 2. ✓ **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other OLD BETA Lots ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than Sept 7, 2005, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by Sept 30, 2005 that this condition cannot be satisfied, time being of the essence.

3. X **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

4. X **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at: _____ on or before _____. If this contingency is not removed on or before midnight of _____, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

5. X **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

6. X **HOMEOWNER'S WARRANTY:** _____ agrees to purchase a home warranty (a one (1) year warranty insurance contract) at closing, the cost of which shall be included as an expense to the _____ on the HUD-1. Cost not to exceed $ _____.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: William F Hyde (SEAL) Date: 8-25-2005

Buyer: Sonia F Heyliger (SEAL) Date: 8/20/2005

Seller: Margaret F. Davis (SEAL) Date: 8-24-2005

Seller: Clyde H. Davis (SEAL) Date: 8-24-2005

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 08/31/05
Receipt #: 36711
Check / Auth #: CHECK 5428
Received By: WALKEVA

Amount: 200.00
Tendered: 200.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: HEYBRUCK WILLIAM F.
Attn:
Address: 7223 PINE LAKE LANE
Address:
City/State/Zip: CHARLOTTE, NC 28227

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 9910 FERGUSON ROAD		1	200.00	200.00

----------Outstanding Balances----------

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance