

10601 FAIRWAY RIDGE RD

22530207

6/27/2007

duponbj

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

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

ACS 98 #1

Sheet: 1
Property ID: 617-011-11, 12, 13
Lot #: 2, 3, 4
File #: 7310 A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Kent Herring APPLICANT:
ADDRESS: 10601 Fairway Ridge, Charlotte DATE EVALUATED: 10-30-00
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: 4.5
LOCATION OF SITE: 10024 Hamburg Rd PROPERTY RECORDED:
WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 2-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
A	LS	0-8"	gr/cl	Fr/SEXPl SS/SP	743" TO soil wetness	43"	N/A	None	PS .25gpf2 IV
		8-43"	SBK/C	Fi/SEXPl S/P					
B	LS	0-5"	gr/cl	Fr/SEXPl SS/SP	734" TO soil wetness	34"	N/A	None	PS .39gpf2 IV
		5-26"	SBK/C	Fi/SEXPl S/P					
		26-34"	SBK/SCl	Fr/SEXPl SS/SP					
C	LS	0-6"	gr/scl	Fr/SEXPl SS/SP	738" TO soil wetness	38"	N/A	None	PS .39gpf2 IV
		6-27"	SBK/C	Fi/SEXPl S/P					
		27-38"	SBK/Cl	Fr/SEXPl SS/SP					
D	LS	0-7"	gr/cl	Fr/SEXPl SS/SP	749" TO soil wetness	49"	N/A	None	PS .39gpf2 IV
		7-31"	SBK/C	Fi/SEXPl S/P					
		31-48"	SBK/Cl	Fr/SEXPl SS/SP					
E	LS	0-4"	gr/cl	Fr/SEXPl SS/SP	746" soil wetness	46"	N/A	None	PS .39gpf2 IV
		4-46"	SBK/C	Fi/SEXPl S/P					
F	LS	0-6"	gr/cl	Fr/SEXPl SS/SP	749" TO soil wetness	46"	N/A	None	PS .39gpf2 IV
		6-46"	SBK/C	Fi/SEXPl S/P					
G	LS	0-6"	gr/scl	Fr/SEXPl SS/SP	749" TO soil wetness	48"	N/A	None	PS .39gpf2 IV
		6-48"	SBK/C	Fi/SEXPl S/P					
I	LS	0-4"	gr/scl	Fr/SEXPl SS/SP	2.5YR/6 @ 32"	36"	N/A	None	US
		4-27"	SBK/C	Fi/SEXPl S/P					
		27-36"	SBK/C	vFi/Mixed/vg/vp					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		
Site LTAR	.39gpf2	.39gpf2

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W.R. Marlin LSS 12-1-00
OTHER(S) PRESENT:

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

Sheet: 2

Property ID:

Lot #:

File #: 7310 A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: APPLICANT:

ADDRESS: DATE EVALUATED:

PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949) PROPERTY SIZE:

LOCATION OF SITE: PROPERTY RECORDED:

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other

EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
2	LS	0-6"	gr/l	Fr/SE×P/NS/NP	7.42" To soil wetness	42"	N/A	None	US
		6-9"	SBK/scl	Fr/SE×P/SS/SP					
		9-42"	ABK SBK/C	VF./Mixed/SS/SP					
3	LS	0-6"	gr/srl	Fr/SE×P/SS/SP	2.5Y 6/1 @ 29"	33"	N/A	None	US
		6-12"	gr/sl	Fr/SE×P/NS/NP					
		12-33"	SBK/srl	Fr/SE×P/SS/SP					
4	LS	0-3"	gr/cl	Fr/SE×P/SS/SP	2.5Y 7/1 @ 39"	42"	N/A	None	PS .22 Fz IV
		3-42"	SBK/C	F./SE×P/S/P					
5	LS	0-2"	gr/cl	Fr/SE×P/SS/SP	2.5Y 6/1 @ 30"	32"	N/A	None	PS IV
		2-32"	SBK/C	F./SE×P/S/P					
6	LS	0-2"	gr/cl	Fr/SE×P/SS/SP	2.5Y 5/2 @ 20"	22"	N/A	None	US IV
		2-22"	SBK/C	F./SE×P/S/P					
7	~~Dep.~~ Dep.	0-3"	gr/srl	Fr/SE×P/SS/SP	7.42" To soil wetness	42"	N/A	None	US IV
		3-42"	SBK/C	F./SE×P/S/P					

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

OTHER FACTORS (.1946):

SITE CLASSIFICATION (.1948):

EVALUATED BY:

OTHER(S) PRESENT:

FILE # 7310T

COMMENTS 100% Repair Depressed Area in middle of property

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	CONSISTENCE WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

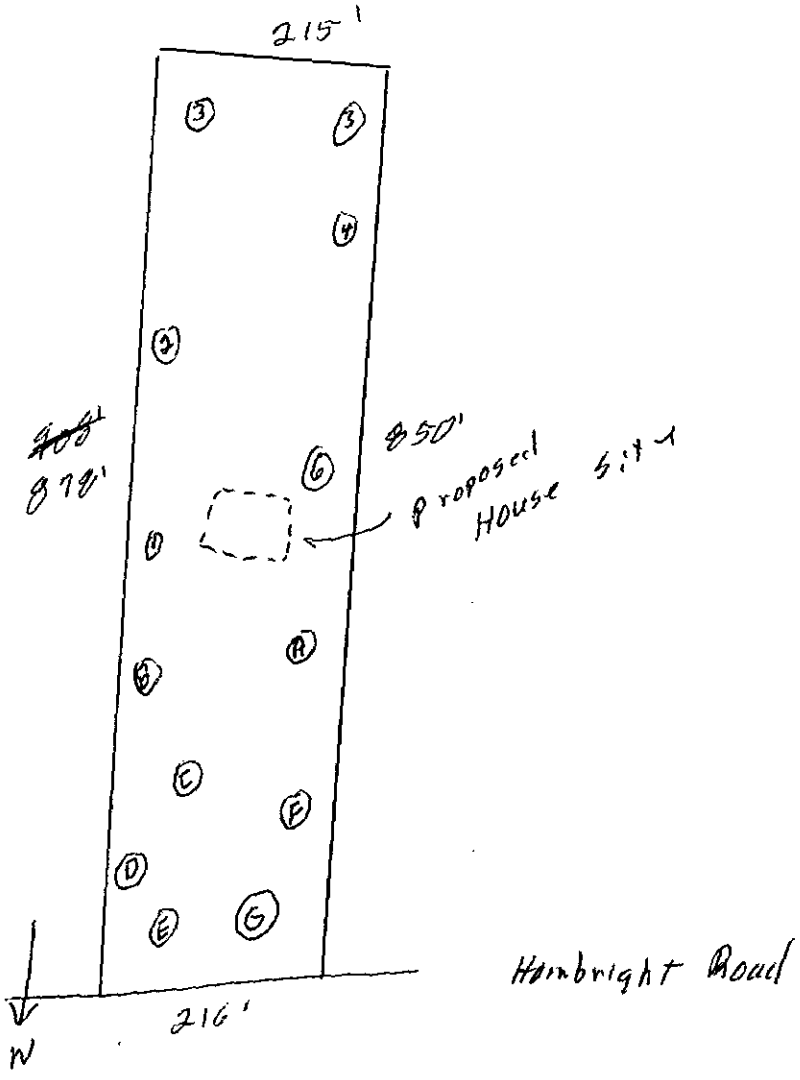
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Mecklenburg County
Health Department

March 25th, 1991

Betty W. Teal
10128 Hambright Road
Huntersville, NC 28078

RE: Property located at Hambright Acres Lot 4
FILE: 7310A
PARCEL: 017-011-13

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The results of this investigation showed the property to be classified UNSUITABLE for the installation of such a system. A copy of the Site Evaluation Report (Serial Number 17076) is enclosed.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 10 NCAC 10A .1948 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If I may be of any assistance, please feel free to call.

Very truly yours,

Gene Vaughan, R.S., Supervisor
Individual Water and Wastewater Systems

Enclosure (2)

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 17076

File: 7310-A Action 2

Parcel: 017-011-13 APC

Location: LOT A HAMBRIGHT ACRES

Subdivision: HAMBRIGHT ACRES

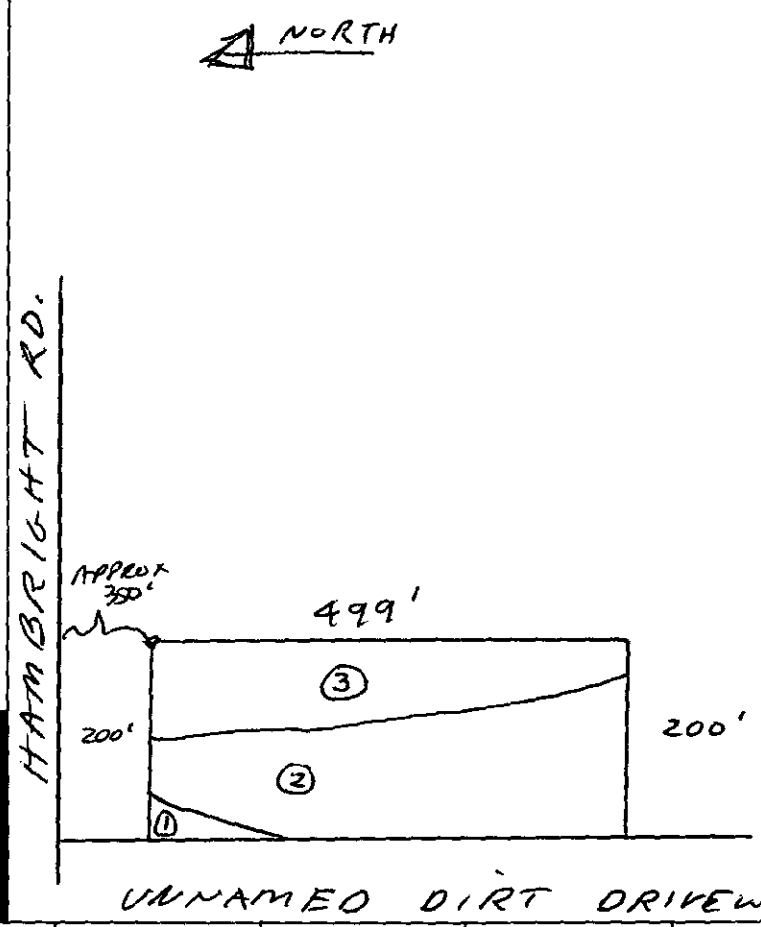
Lot: 4 Block: 1 Acres: 2

Owner: BETTY W. TEAL
Address: 10128 HAMBRIGHT RD
HUNTERSVILLE NC 28078

Comments: 100% repair

Described by: Kelly Randall

Date: 3-21-91



*** EVALUATION KEY ***
S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S (PS) U 2-10%	S PS (U) DRAIN/DEPRESSION	S (PS) U 2-10%	S PS U	S PS U	S PS U
Texture	S (PS) U CLAY	S PS (U) 2-1 clay	S PS (U) 2-1 clay	S PS U	S PS U	S PS U
Structure	S (PS) U SUB ANG BLOCKY	S (PS) U SUB ANG BLK	S (PS) U SUB ANG BLKY	S PS U	S PS U	S PS U
Drainage	S (PS) U >36"	S PS (U) 24"	S PS (U) 6-18"	S PS U	S PS U	S PS U
Depth	S (PS) U 736"	S PS (U) 24"-30"	S (PS) U >36"	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U NONE	S PS U NONED	S PS U NONE	S PS U	S PS U	S PS U
Available Space	S PS (U) VERY LIMITED	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Other (specify)	S PS U —	S PS U —	S PS U —	S PS U	S PS U	S PS U
Soil Group/Series	CECIL LIKE	HELENA LIKE	HELENA LIKE			
Area Classification	S PS (U) X	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 17076

File: [illegible] Action [illegible]

Parcel: [illegible] ☐ PC

Location: [illegible]

Subdivision: [illegible]

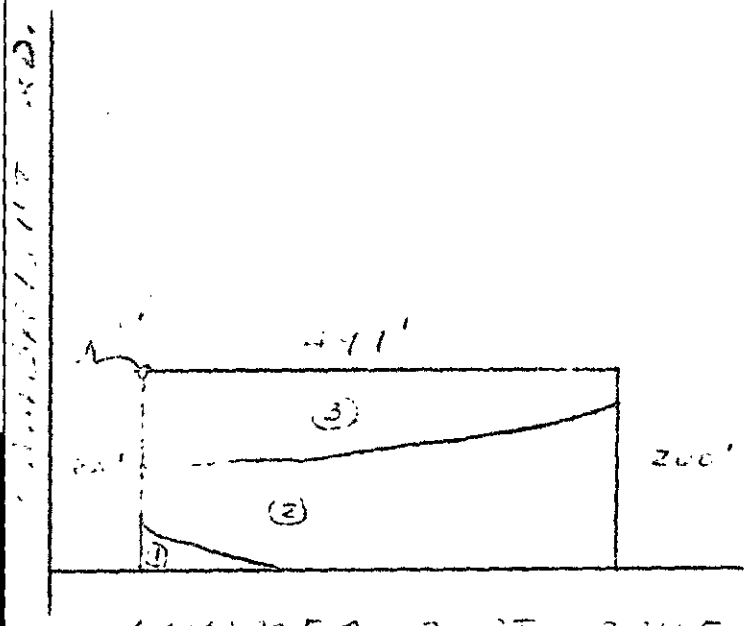
Lot: [illegible] Block: [illegible] Acres: [illegible]

Owner: [illegible]
Address: [illegible]

Comments: [illegible]

Described by: [illegible]

Date: [illegible]



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series						
Area Classification	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U

7310A

FEE: 200
DATE: 11/15/00 Rec'd

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

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

SITE #: [illegible]

PROPERTY INFORMATION FROM ENGINEERING FORM FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01701111, 01701112, 01701113

STREET ADDRESS: 10024 HAMBRIGHT ROAD

SUBDIVISION OR MOBILE HOME PARK NAME: None

LOT NUMBER: None 2, 3, 4

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
X 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
X 6 HUNTERSVILLE
__ 7 MINT HILL

HEATED SQUARE FOOTAGE: 3800

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 3

CLOSING DATE 12/10/00

FOUNDATION FOR RESIDENCE:

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

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

N/A

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X 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 X NO
EXISTING WASTEWATER SYSTEMS — __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS — X YES __ NO
WELL, SPRINGS OR WATERLINES — __ YES X NO
DESIGNATED WETLANDS — __ YES X NO

PROPERTY OWNER: Kent Herring

NAME: (LAST) Herring (FIRST) Kent (MI) R

ADDRESS: 10601 Fairway Ridge

CITY: Charlotte STATE: NC ZIP: 28277

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/4/94

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: 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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): Elizabeth Davis Phone #: 216-5822 Date Requested: 11/15 Date Filled:

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Elizabeth Davis Printed Name: Elizabeth Davis Date: 11/15

Not Late Permit

T.C.	Qty	Description	Unit Cost	Total Cost
0701	1	Improvement Permit Application - Residential	$ 200.00	200.00
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703		Installation and Final Approval	$ 150.00	
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: [signature] Date: 1.15.07 Total: 200.00

10024 Ikenbright Road
Huntersville, NC 28078

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

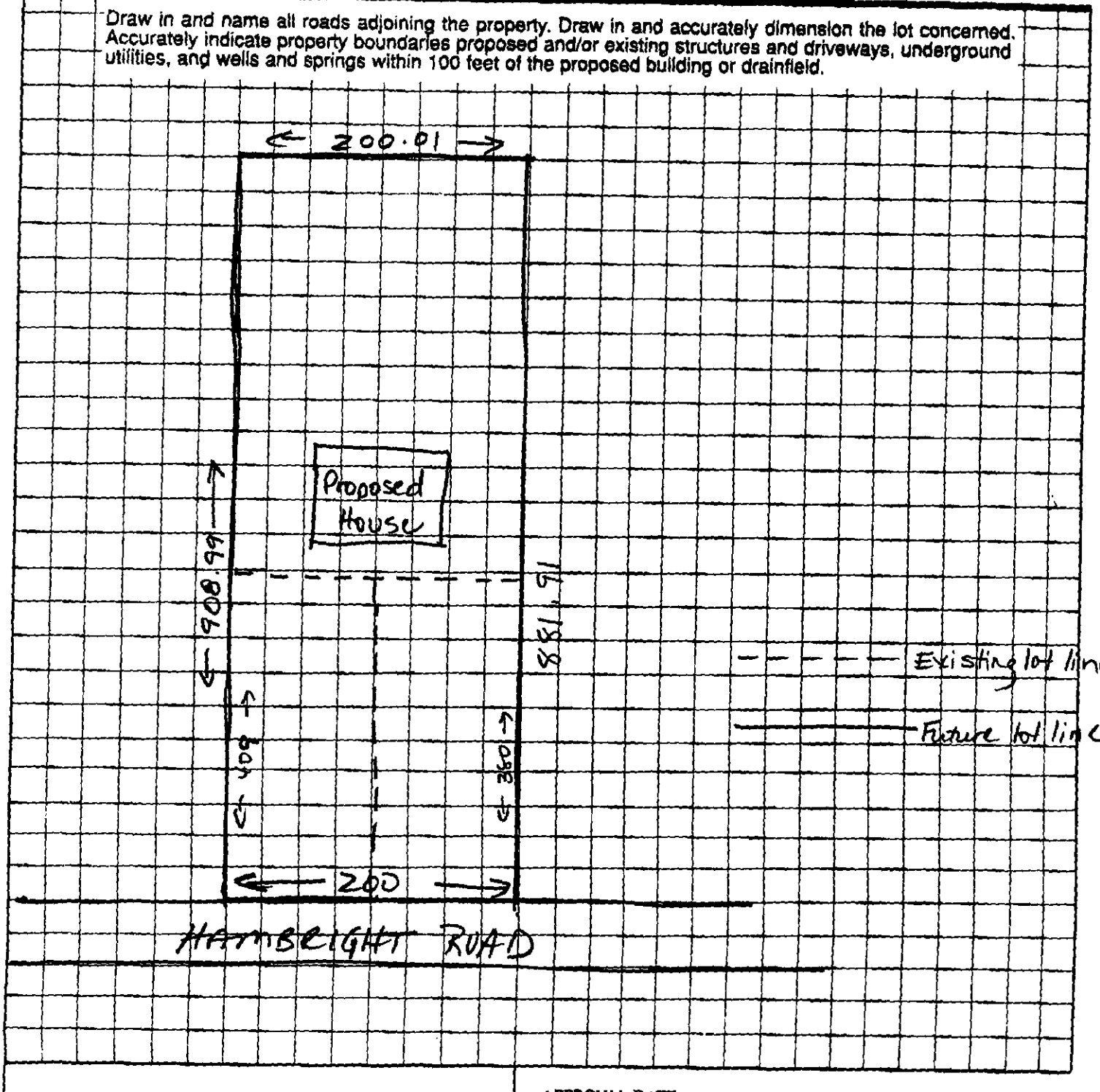
PROPOSED PLOT PLAN

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

FILE: 7310A

TC: 01701-11, 12, 13

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.

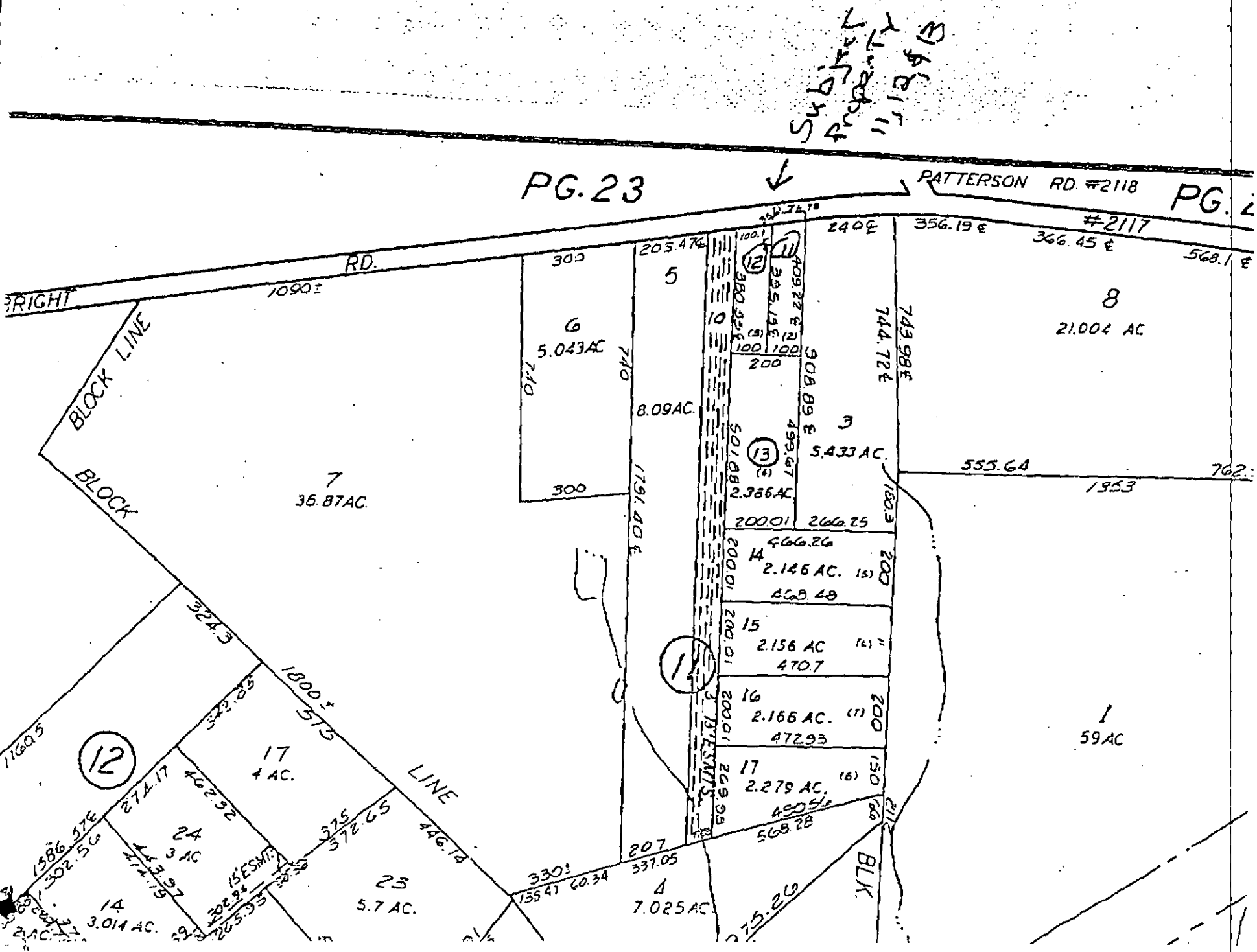


OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

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


PG.23
PATTERSON RD. #2118
#2117
RD.
BRIGHT
1090±
BLOCK LINE
BLOCK
7
36.87AC.
6
5.043AC
8.09AC.
5
3
5.433 AC.
2.386AC
8
21.004 AC
1
59AC
14
2.146 AC.
15
2.156 AC
16
2.166 AC.
17
2.279 AC.
17
4 AC.
24
3 AC
25
5.7 AC.
14
3.014 AC.
4
7.025AC
1800±
LINE
1591.40±
744.72±
743.98±
555.64
1353
762±
356.19±
366.45±
568.1±
240±
330±
207
337.05
568.28
446.14
324.3
1160.5
1586.37±
302.5±
274.17
462.32
342.85
372.65
375
446.14
330±
135.41
60.34
75.26
BLK.
15'ESMT.
20'ESMT.
S46°57'11"E
466.17'(M)

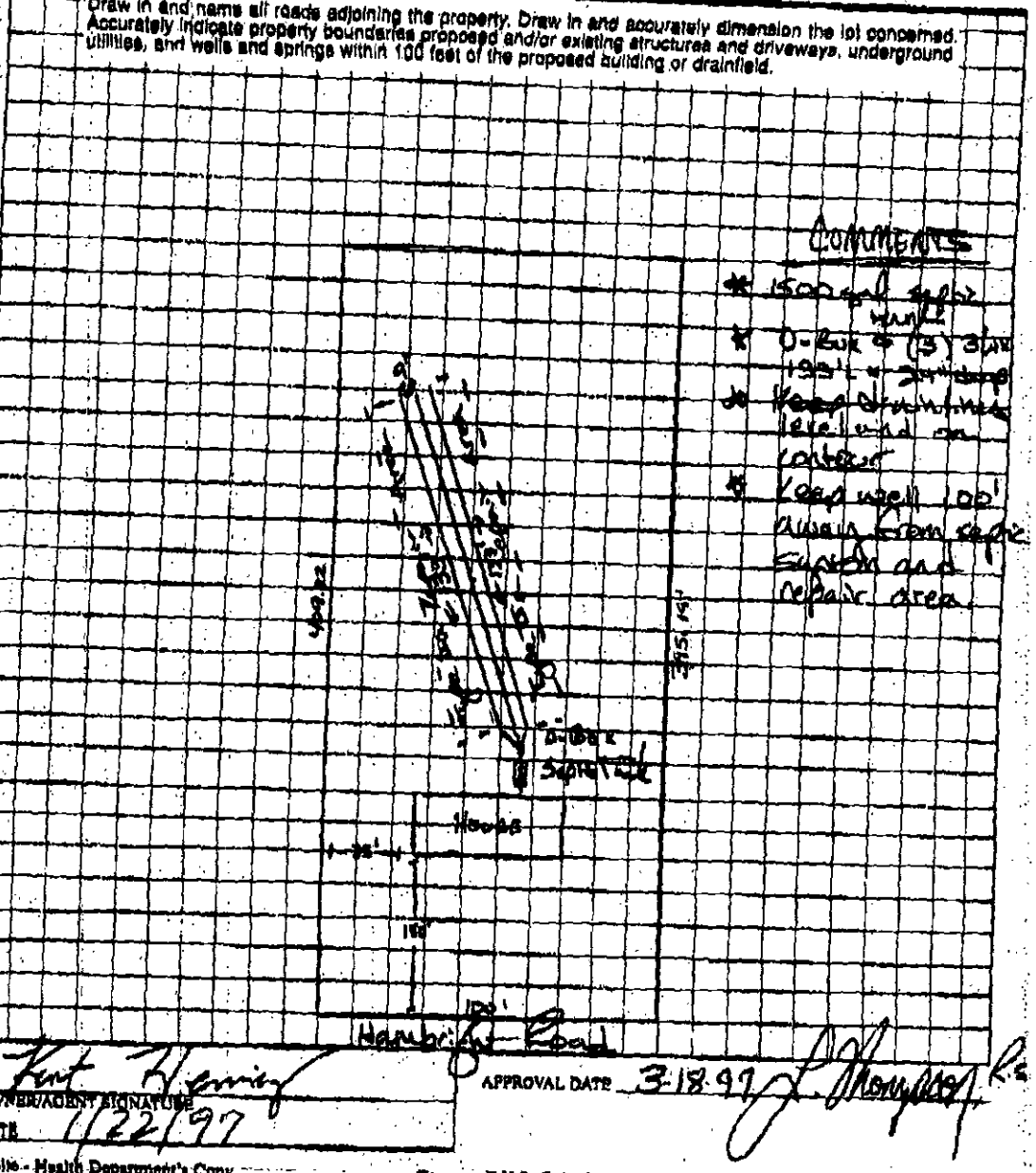
PROPOSED PLOT PLAN

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

FILE: 6082 A

TC: 017-011-11

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 Kent Hawkins

DATE 1/22/97

APPROVAL DATE 3-18-97 J. Thompson RS

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

05-24-00 07:09PM FROM MECK CO HLTH MAL MAR

Click here to submit questions or comments about the information shown on this page.

Map Scale: 1 Inch = 24 Feet Date and Time Stamp 11/15/00 12:29:12 PM EST	This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Tax Real Estate Information

Parcel-Id#: 01701111 GIS Map#: 01701111	Legal Desc.: L2 U/M
Account Type: INDIVIDUAL	Deed Book/Page: 07933/831 Date: 10/4/94
Owner: HERRING KENT R	Sales Price: $0
Add. Owner:	Sales Date: 10/4/94 Qualified Sale: N
Mailing: 10601 FAIRWAY RIDGE RD	Neighborhood Code: 01701
Address:	Historic Desig.: Farm Desig.:
City: CHARLOTTE	Deeded Acreage: 0
State: NC ZIP: 28277	Assessed Acreage: 0.939
Location: HAMBRIGHT RD	Assessed Land Value: $25000
Municipality: HUNTERSVILLE	Total Assessed Value: $25000

Site Location Information

Zoning from Tax: R3	Parks Within 3 Miles: Click to Find Out
Fire District: HUNTERSVILLE	FEMA Flood Panel#: 3701580035B
Voter District: Click to Find Out	FEMA Flood Zone: OUT
School District: Click to Find Out	FEMA Flood Map Date: 03/02/1993
Watershed Class: MOUNTAIN ISLAND:PA-2	Census Tract Number: 62.02

Major Improvement Information

Parcel-Id# & Card#: 01701111-001	Situs Location: HAMBRIGHT RD
Land Use Type: VACANT	Ext. Type:
Building Type: SINGLE FAMILY RESIDENTIAL	Heating Type:
Approximate Square Footage: 0	AC Type:
Actual Year Built: 0	Fireplace:
Number of Stories:	Garage: N
Bedrooms: 0	Basement: N
Bathrooms: 0	Assessed Net Bldg. Value: $0
Restrooms: 0	Total Assessed Bldg. Value: $0

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Click here to submit questions or comments about the information shown on this page.

Map Scale: 1 Inch = 80 Feet Date and Time Stamp 11/15/00 12:30:08 PM EST	This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Tax Real Estate Information

Parcel-Id#: 01701112 GIS Map#: 01701112	Legal Desc.: L3 U/M
Account Type: INDIVIDUAL	Deed Book/Page: 07933/831 Date: 10/4/94
Owner: HERRING KENT R	Sales Price: $0
Add. Owner:	Sales Date: 10/4/94 Qualified Sale: N
Mailing: 10601 FAIRWAY RIDGE RD	Neighborhood Code: 01701
Address:	Historic Desig.: Farm Desig.:
City: CHARLOTTE	Deeded Acreage: 0
State: NC ZIP: 28277	Assessed Acreage: 0.907
Location: HAMBRIGHT RD	Assessed Land Value: $25000
Municipality: HUNTERSVILLE	Total Assessed Value: $25000

Site Location Information

Zoning from Tax: R3	Parks Within 3 Miles: Click to Find Out
Fire District: HUNTERSVILLE	FEMA Flood Panel#: 3701580035B
Voter District: Click to Find Out	FEMA Flood Zone: OUT
School District: Click to Find Out	FEMA Flood Map Date: 03/02/1993
Watershed Class: MOUNTAIN ISLAND:PA-2 & CA-2	Census Tract Number: 62.02

Major Improvement Information

Parcel-Id# & Card#: 01701112-001	Situs Location: HAMBRIGHT RD
Land Use Type: VACANT	Ext. Type:
Building Type: SINGLE FAMILY RESIDENTIAL	Heating Type:
Approximate Square Footage: 0	AC Type:
Actual Year Built: 0	Fireplace:
Number of Stories:	Garage: N
Bedrooms: 0	Basement: N
Bathrooms: 0	Assessed Net Bldg. Value: $0
Restrooms: 0	Total Assessed Bldg. Value: $0

Click here to submit questions or comments about the information shown on this page.

Map Scale: 1 Inch = 192 Feet Date and Time Stamp 11/15/00 12:31:36 PM EST	This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Tax Real Estate Information

Parcel-Id#: 01701113 GIS Map#: 01701113	Legal Desc.: L4 U/M &ADJ
Account Type: INDIVIDUAL	Deed Book/Page: 07933/831 Date: 10/4/94
Owner: HERRING KENT R	Sales Price: $0
Add. Owner:	Sales Date: 10/4/94 Qualified Sale: N
Mailing: 10601 FAIRWAY RIDGE RD	Neighborhood Code: 01701
Address:	Historic Desig.: Farm Desig.:
City: CHARLOTTE	Deeded Acreage: 2.269
State: NC ZIP: 28277	Assessed Acreage: 2.269
Location: HAMBRIGHT RD	Assessed Land Value: $32580
Municipality: HUNTERSVILLE	Total Assessed Value: $32580

Site Location Information

Zoning from Tax: R3	Parks Within 3 Miles: Click to Find Out
Fire District: HUNTERSVILLE	FEMA Flood Panel#: 3701580035B
Voter District: Click to Find Out	FEMA Flood Zone: OUT
School District: Click to Find Out	FEMA Flood Map Date: 03/02/1993
Watershed Class: MOUNTAIN ISLAND:PA-2 & CA-2	Census Tract Number: 62.02

Major Improvement Information

Parcel-Id# & Card#: 01701113-001	Situs Location: HAMBRIGHT RD
Land Use Type: VACANT	Ext. Type:
Building Type: SINGLE FAMILY RESIDENTIAL	Heating Type:
Approximate Square Footage: 0	AC Type:
Actual Year Built: 0	Fireplace:
Number of Stories:	Garage: N
Bedrooms: 0	Basement: N
Bathrooms: 0	Assessed Net Bldg. Value: $0
Restrooms: 0	Total Assessed Bldg. Value: $0

This site is powered by ESRI MapObjects Internet Map Server HITSTATS By DirectHit

This site was developed by Mecklenburg County GIS and was last updated on 11/7/00 3:58:59 PM

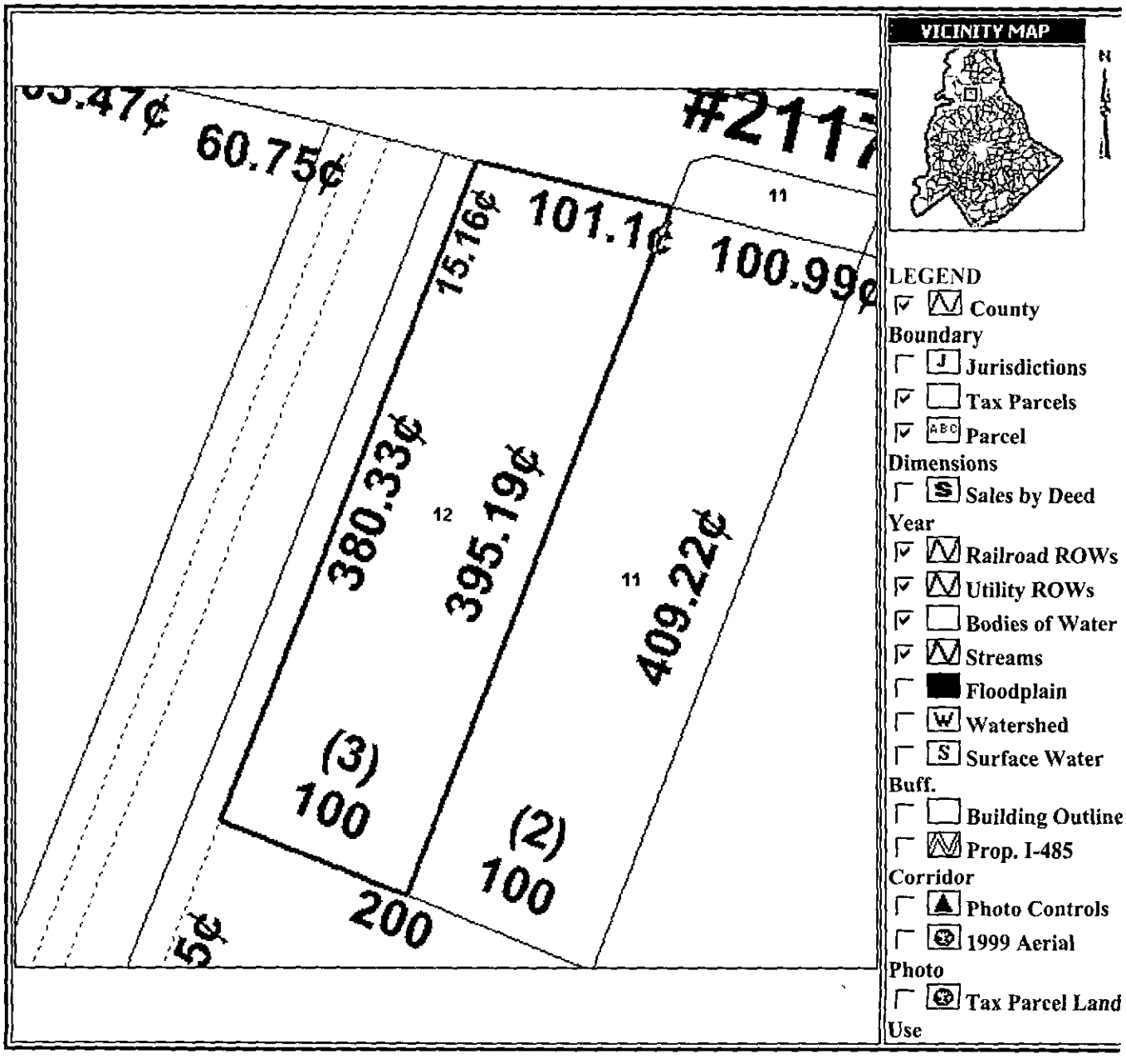
GIS Real Estate System

Mecklenburg County, NC Geographic Information Systems

Tax Parcel & Map Sheet Search | Road Name & Intersection Search | Market Analysis Search Menu
Return to Full Map Extent | How to Use the System | Return to GIS Homepage

Click on Map to Perform Operation

(•) Refresh Map ( ) Pan ( ) Zoom In ( ) Zoom Out Zoom Factor [1X] ( ) Identify [Parcels]
( ) Surveyor's Report
( ) Adjoining Owner's Report within [10 FEET] ( ) Measure [Start Line] Label Parcels by: [ ]



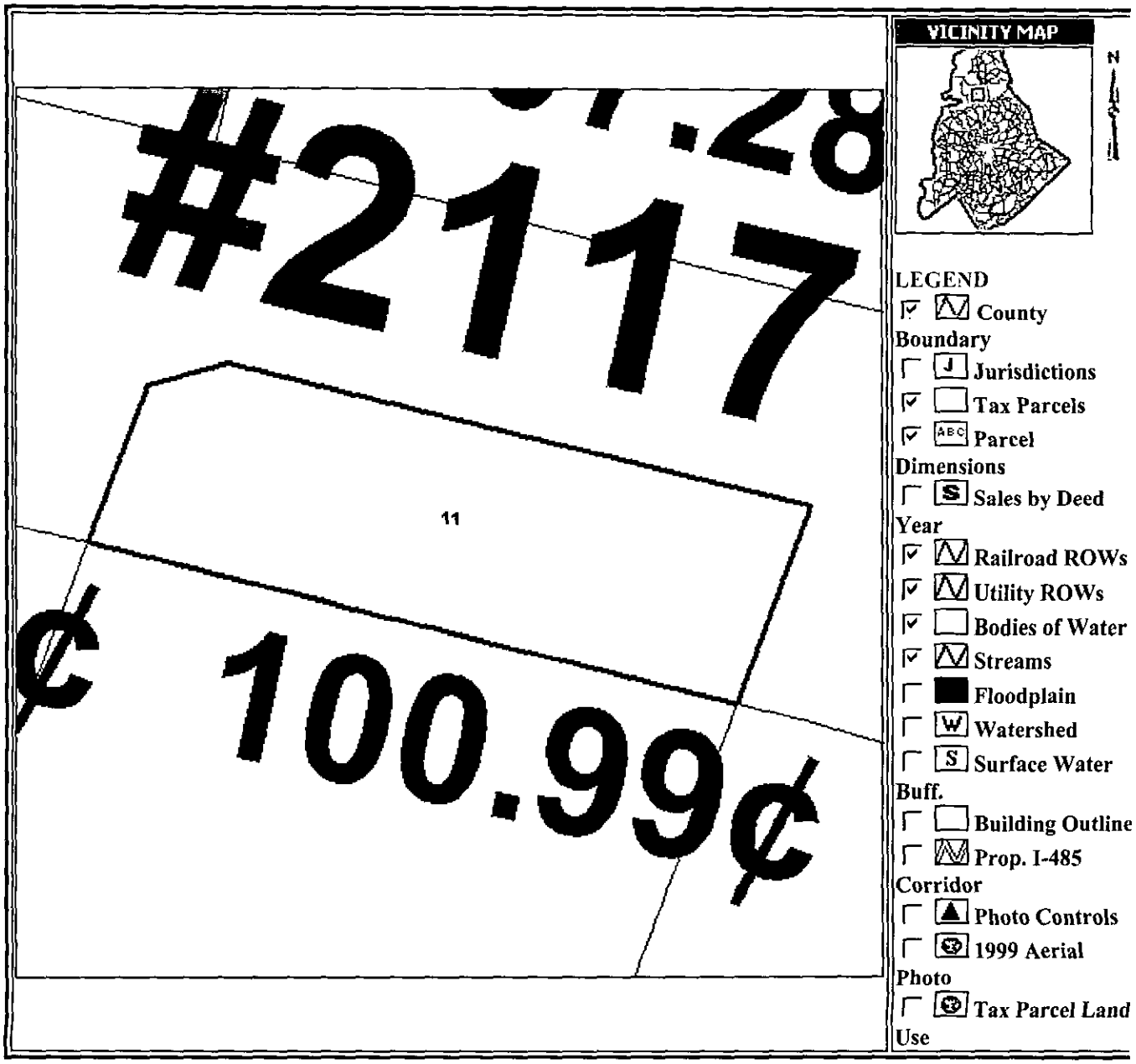
GIS Real Estate System

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( ) Surveyor's Report
( ) Adjoining Owner's Report within [10 FEET] ( ) Measure [Start Line] Label Parcels by: [ ]



Listing Information Presented by:
Elizabeth Davis
Allen Tate Company, REALTORS
(704)-236-5523 . (704)-896-5182

List Price: $74,900

Property Location:

Street: **10024 HAMBRIGHT RD**
Subdivision: **UNKNOWN**
Complex:
TaxLoc/Zip: **HUNTERSVILLE** **28078-**
Grid #:
MLS Area: **09 /05**
Tax I.D.: **01701100011213** Legal Desc: **L24/M**

Listing Information:

Status: **Active**
Category: **Other, Vacant Land, Rental**
MLS: **950496**

Land Information:

Acres: **4.200**
Lot Size: **909X200**

School Information:

Middle School:
Sr. High School:

Misc:

Heated Living Area:	
Bedrooms:	
Full Baths:	0
Half Baths:	0

Utilities:

Heat/Cool: **Sign**

Water/Sewer: **Well, Septic/Tnk**

Financial:

Taxes:
1st Mtg. Assumable?:
1st Mtg. Balance:
1st Mtg. Int. Rate:
Maturity Date:
Equity:
Payment:
OLP: **$89,900**

Restrictions:

Directions: I77 SOUTH EXIT 23. S ON STATESVILLE RD TO HAMBRIGHT. W ON HAMBRIGHT PAST PATTERSON RD PROPERTY ON LEFT

Remarks: THREE PARCELS TOTALING 4+ ACRES IN OPEN SPACE DISTRICT ZONING. GOOD INVESTMENT PROPERTY

Information deemed reliable but not guaranteed.

OFFER TO PURCHASE AND CONTRACT

Donald Ealing + Tina Marie Valone, as Buyer, hereby offers to purchase and Kent & Herring, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 10004 Brabham Road, Zip 28078, Legal Description: Lot 31 The Lake at Davis Pointe of Davis
(☐ All ☐ A portion of the property in Deed Reference: Book 07393 Page No. 531, Mecklenburg County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, installed 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

KRH 10/1

4. **PURCHASE PRICE:** The purchase price is $ N/A Excess 69,900 and shall be paid as follows:
(a) $ 7,500.00 **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 Realtors ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, **ADDITIONAL EARNEST MONEY DEPOSIT** to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A, **BY ASSUMPTION** of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.
(e) $ 61,400.00, **BALANCE** of the purchase price in cash at Closing.

5. **CONDITIONS:** (Initial 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: _____ loan at a ☑ fixed rate ☐ Adjustable Rate in the principal amount of $ 48,300.00 (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed 8.5 % 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 10/15/98 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above loan date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: All closing costs not to exceed $2,500.00
(b) There must be no restrictions, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ purposes. residential
(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 (with the cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: N/A
(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: N/A

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 loan liability 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 $ -0- per -0-. Seller covenants 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 for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any claim or claims arising therefrom.

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

STANDARD FORM 2
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ATO 02

REALTOR®

Rev. 08 Rev. 9/98

Buyer Initials DE TV Seller Initials KRH

12. **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 GUIDELINES) vacant land

☐ The Property is residential and was built prior to 1978 (A each 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 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 10/23/00, Seller shall provide written notice to Buyer of Seller's response within 5 days of Buyer's notice. 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 as to all structures except N/A 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 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.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) 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, 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 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.

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 11/28/00, at a place designated by Buyer. The deed is to be made to Donald Ray Tolley and Tina Rose Jacono

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.)

This offer is contingent on percolation test results which allows for construction of a 2800 sq. ft home at location desired by buyer + Survey to confirm acreage (To be completed by 10/23/00)

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 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein 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 multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker herein, 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.

69,900 #

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

Date: 10/9/00 — Buyer: _____ (SEAL)

Date: 10/9/00 — Buyer: Donald M. Jacono (SEAL)

Date: 10/8/00 — Seller: _____ (SEAL)

Date: _____ — 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: _____ Firm: _____

By: _____

Selling Agent/Firm/Phone: Re/Max Town & Country Realtors / 596-5862 or 236-5823

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone: _____

Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

ADDENDUM TO PURCHASE AND CONTRACT

RE: Contract of Sale between Kent Herring, Seller (s), and Shoreview II Development Co, Buyer (s), dated 5-20-2000

For the property described as 1024 Hambright Rd. Huntersville, NC

It is hereby agreed, with respect to the above-captioned contract for sale as follows: In the event that another acceptable offer is received by the seller, the buyer (Shoreview II Development Co.) will have 96 hours (4 days) to close on the existing contract.

The above provisions are hereby agreed upon, this 7th day of October, 2000, as evidenced by our signatures below, and shall constitute and become an Addendum to the above-captioned contract of sale.

BUYER

Kent Herring 10/2/00
SELLER

BUYER

SELLER

BACK-UP CONTRACT ADDENDUM

The additional provisions set forth below are hereby made a part of the Offer to Purchase and Contract for the Property located at 10024 Hanbasit Road between Buyer: Donald Eplin and Tina Marie Vacano and Seller: Kent Hearns

Buyer and Seller acknowledge that Seller has previously entered into an Offer to Purchase and Contract (the "Primary Contract") with Sharonville Downs (insert last name only) (the "Primary Buyer" under the Primary Contract), that the Primary Contract is currently pending, and that this Offer to Purchase and Contract and Back-up Offer to Purchase and Contract Addendum (the "Back-up Contract") is accepted in a secondary or back-up position to the Primary Contract under the following terms and conditions:

(1) It is a condition of this Back-up Contract that the Primary Contract is terminated as described below before the Buyer and Seller shall be obligated to perform under this Back-up Contract. Termination of the Primary Contract shall be evidenced by:

(a) a written release signed by all parties thereto; or

(b) a final judgment of a court of competent jurisdiction that the Primary Contract is invalid, illegal, unenforceable, or is otherwise terminated thereby.

(2) Modifications of the terms or conditions of the Primary Contract by the parties thereto, including extensions of time, shall not constitute a termination of the Primary Contract as contemplated herein, and shall not cause this Back-up Contract to move into a primary position.

(3) Buyer and Seller agree that Buyer may not examine or otherwise have access to the Primary Contract absent written permission from the Seller and the Primary Buyer. Nevertheless, Seller represents that the Primary Contract calls for loan commitment by (date) and closing by 10/30/00 (date).

(4) Buyer and Seller agree that the earnest money paid by Buyer in connection with this Back-up Contract shall be deposited within three (3) banking days following acceptance of this offer and in accordance with the terms of the contract, even while it is in secondary position.

(5) In the event the Primary Contract closes, then this Back-up Contract shall become null and void, and all earnest monies received in connection herewith shall be refunded to the Buyer.

(6) In the event the Primary Contract is terminated, Seller shall promptly provide Buyer or Buyer's agent:

(a) written Notice thereof (the "Notice"), which Notice shall state that this Back-up Contract has become primary and that its terms and conditions are in effect; and

(b) written evidence that the Primary Contract has been terminated as provided in paragraph 1 above.

Buyer shall close within 30 days from receipt of the written Notice or by the date specified in the Back-up Contract, whichever occurs later.

(7) In any event, Buyer or Buyer's agent must receive notification from the Seller on or before 10/30/00, *time being of the essence*, that the Primary Contract has been terminated or this Back-up Contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer. Buyer may terminate this Back-up Contract before said date without liability by giving written notice of termination to Seller or Seller's agent at any time prior to receipt by Buyer or Buyer's agent of written Notice from Seller that this Back-up Contract has become primary.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT TO WHICH IT IS ATTACHED, THIS ADDENDUM SHALL CONTROL.

IF YOU DO NOT UNDERSTAND THIS BACK-UP CONTRACT ADDENDUM 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: _____ (SEAL)
Date: 10/9/00

Seller: Kent Hearns (SEAL)
Date: 10/12/00

Buyer: Tina Vacano (SEAL)
Date: 10/9/00

Seller: _____ (SEAL)
Date: _____

This Standard Form has been approved jointly by the:

North Carolina Bar Association
North Carolina Association of REALTORS®

STANDARD FORM NO. 820
©2000

ATC 819

Pads/Rev. 02/00

Important Information Regarding Related Companies of Allen Tate Company, Inc.

(Per Section § RESPA, 12 U.S.C. 2607)

In order to facilitate your transaction, Allen Tate has established a mortgage lending company, **Allen Tate Mortgage Services, Incorporated**, and an insurance agency, **Allen Tate Insurance Services, Incorporated**, which are wholly-owned subsidiaries.

Allen Tate Mortgage Services, Incorporated is a mortgage banking operation. That means that it sells its mortgage loans to investors located in this area as well as nationwide. Fees normally charged to you by **Allen Tate Mortgage Services, Incorporated** include any loan discount and/or origination points that accompany the interest rate you choose. **Allen Tate Mortgage Services, Incorporated** charges no application fee and will collect only the exact amount required to obtain a credit report ($20-$60) and an appraisal (normally $275-$500). Credit report and appraisal fees are paid at the time of loan application. Any additional amounts required for appraisals of larger properties are collected when the work is done.

Allen Tate Insurance Services, Incorporated is an insurance agency representing many different insurers. In this way, as with the mortgage company, we can make many different insurance programs and options available to you at competitive prices. There is, of course, no fee charged by **Allen Tate Insurance Services, Incorporated** other than the cost of the insurance policy coverages chosen by you.

It is important that you understand that Allen Tate Company, Incorporated may benefit financially from your use of the products of either/both of these companies. ***It is also important that you know that your Allen Tate sales associate receives no financial benefits from your choice of either Allen Tate Mortgage Services, Incorporated or Allen Tate Insurance Services, Incorporated.***

You are, of course, not obligated to use any of these services and may select different service providers if you wish.

I/we have read and understand this notice.

PURCHASER _____ 10/9/00 Date PURCHASER Tina M. Jacobo 10/9/00 Date

REALTOR® _____ _____ Date

DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby amends and adds the following provisions to the:
(Initial applicable agreement)

DM/DE Listing Agreement dated 10/9/00
_____ Buyer Agency Agreement dated _____

employing Elizabeth Davis (hereinafter referred to as "Broker")
as Agent. The term "Broker" shall sometimes hereinafter include Broker and its Designated Agent(s), as the sense requires.

The potential for Dual Agency arises if a Buyer who has an agency relationship with the Broker becomes interested in viewing a property listed with the Broker. A Broker may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Broker acts.

1. **DUAL AGENCY:** It is agreed that Broker, acting by and through its individual sales associates, may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise. In the event Broker serves as a Dual Agent, the parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

(a) that a party may agree to a price, terms, or any conditions of sale other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. **BROKER'S DUAL AGENT ROLE:** If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and/or Buyer understand and acknowledge that:

(a) Prior to the time Dual Agency occurs, Broker will act as the exclusive Agent of Seller and/or Buyer;
(b) In those separate roles Broker may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Broker;
(c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Should Broker become a Dual Agent, Seller and/or Buyer understand and acknowledge that:

(a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
(b) They are fully aware of and understand the implications and consequences of Broker's dual agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
(c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
(d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and/or Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. **DESIGNATED AGENT OPTION (initial only if applicable):**

EZ JY Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

_____ Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 7310A

TC: 017-011-13

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Lot 4 Hambright Acreas - Off Hambright Rd

② SUBDIVISION: Hambright Acreas ③ LOT: 4 ④ BLOCK: 1

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: _____ PAGE NO.: _____

OWNER

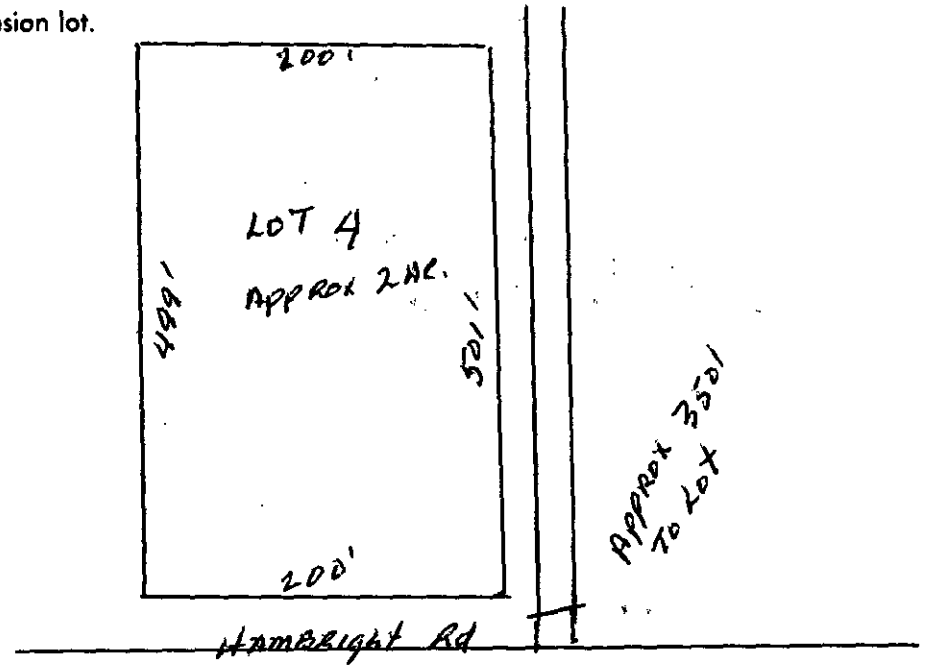
⑦ NAME: Betty (FIRST) W (MIDDLE) Teal (LAST)

⑧ MAILING ADDRESS: 10128 Hambright Rd.

⑨ CITY: Huntersville ⑩ STATE: N.C. ⑪ ZIP: 28078

⑫ PHONE: (WORK) _____ (HOME) 875-3771

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: Betty W Teal

Date: 3-1-91

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

Date: 3-1-91

Name/Company: ~~Betty W. Teal~~ Mecca - Mecca Contracting

Sanitation _____

Vector Control _____

O.P.W.D. ✓

Service: Appls. for Soil Tests (App. 2 acres ea.)

017-011-13 Lot 4 Hambright Acres

017-011-14 Lot 5 " "

017-011-15 Lot 6 " "

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAID
MAR 1 1991

CK # 801

Fee: $ 300.00 $300.00

NOTICE:

A processing fee of $15.00 will be charged for all returned checks in accordance with N.C. General Statute 25-3-512.

Completed by

Collected by