

8301 DENBUR DR

11112240

1/2/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

6 conv

FILE: 28533 DATE: 10-8-00

TC: 111-122-40 ☐ L ☐ CRT

SERIAL Nº 18469

Name of Owner JOHN CARPENTER Juris.:

Address of Property 8301 DENBUR DRIVE

Inspection Data:

Tank Material PCC1500

Total Length of Drainfield 400

Number of Lines 3 @ 133'

Cover Depth 12"

Water Supply Source WELL

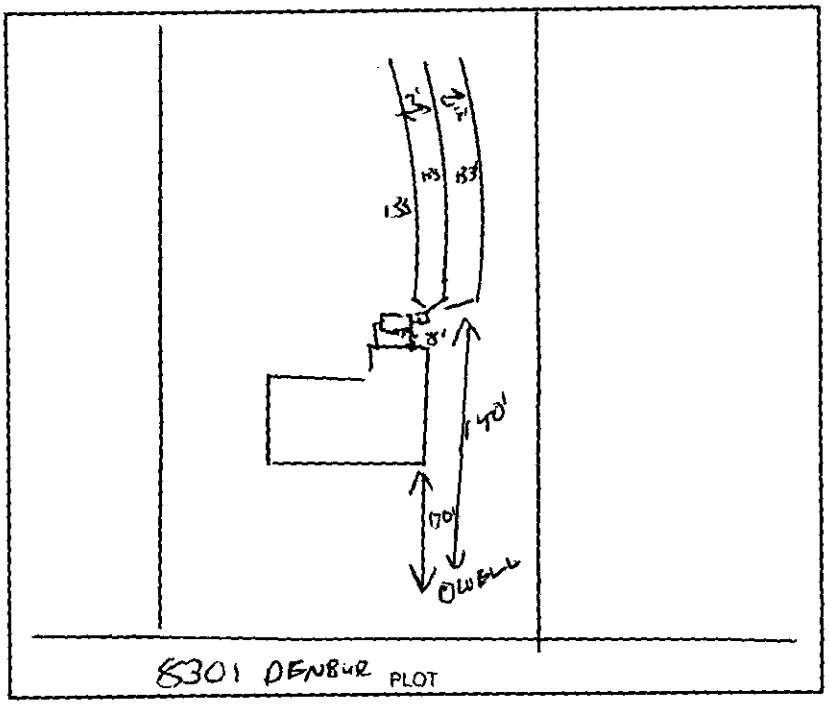
Distance to Water Source 85'

Excavation Inspected 10-8-00

Tank(s) Inspected 10-8-00

Wash Line Inspected —

High Water Alarm Inspected —



Design 1500 ST 1600 SFT INNOVATIVE, EZEE FLOW CTR# LARRY TUCKER

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☑ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☑ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: TYPE III-6

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

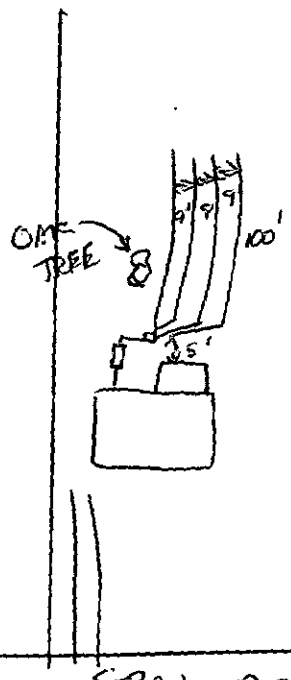
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 28838 DATE: 3-28-00

TC: 111-122-40 X4

SERIAL Nº 18391

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 3-5-99. All work shall be completed on or before 5-28-00, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank _____ gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 400 feet

Number of Lines 4

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well 50' feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER SID CARPENTER

LOCATION OF PROPERTY 5301 DENBUR DRIVE

Comments: (1) REQUIRES TYPE III-G INNOVATIVE TO ACCOMMODATE A 4-BEDROOM RESIDENCE.

Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

ck# 1525 pd in full (160)

FEE: 210 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 4-6-99 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 4-6-99 PERMIT NO: 2883B
PARCEL NO: 111-122-40

JOB LOCATION ADDRESS: 8301 DENBUR DRIVE
PROPERTY OWNER: DAVID AUSTIN
BUILDING CONTRACTOR:
SUBDIVISION NAME: CEDAR BROOK ACRES
AUTHORIZATION ISSUED BY: [signature] DATE: 4-6-99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2833B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: 1-12-2006 SYSTEM LIMITED TO 4 BEDROOM REQUIRING INNOVATIVE DESIGN AND AN AGREEMENT FORM THAT MUST BE FILED W/REGISTER OF DEEDS OFFICE BEFORE OP CAN BE ISSUED.

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

X [signature], agent 4/6/99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2883B

Tax Number: 111 122-40

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	X No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	X ~~Conventional~~ ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ~~IWWS-93-1~~ 1-12-2000 dw ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow 450 dw 1-12-2000	~~1200~~ Absorption Area (sq ft) 1600 1-12-2000 dw	9' Trench spacing (min. on centers)	
WBS Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
~~3~~ 4 Bedrooms in residence 1-12-2000 dw	___ Gallon pump tank	~~12~~ 11 Depth of stone NA 1-12-2000 dw		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) INSTALL EFFLUENT FILTER OVER OUTLET END OF SEPTIC TANK 1-12-2000 (2) PERMIT CHANGED TO 4BRM @ OWNER'S REQUEST. FT WILL REQUIRE INNOVATIVE TYPE III-C DESIGN. dw.				
Repair Area System Type Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	2 Depth of Stone Trench	9' Trench spacing (min. on centers)	30' Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in 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.

DEHNR Authorized Agent — Date 4-6-99

X [signature] agent — Owner/Agent Signature — Date 4/6/99

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

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

PROPOSED PLOT PLAN

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

FILE: 2883 B

TC: 111-122-40

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.

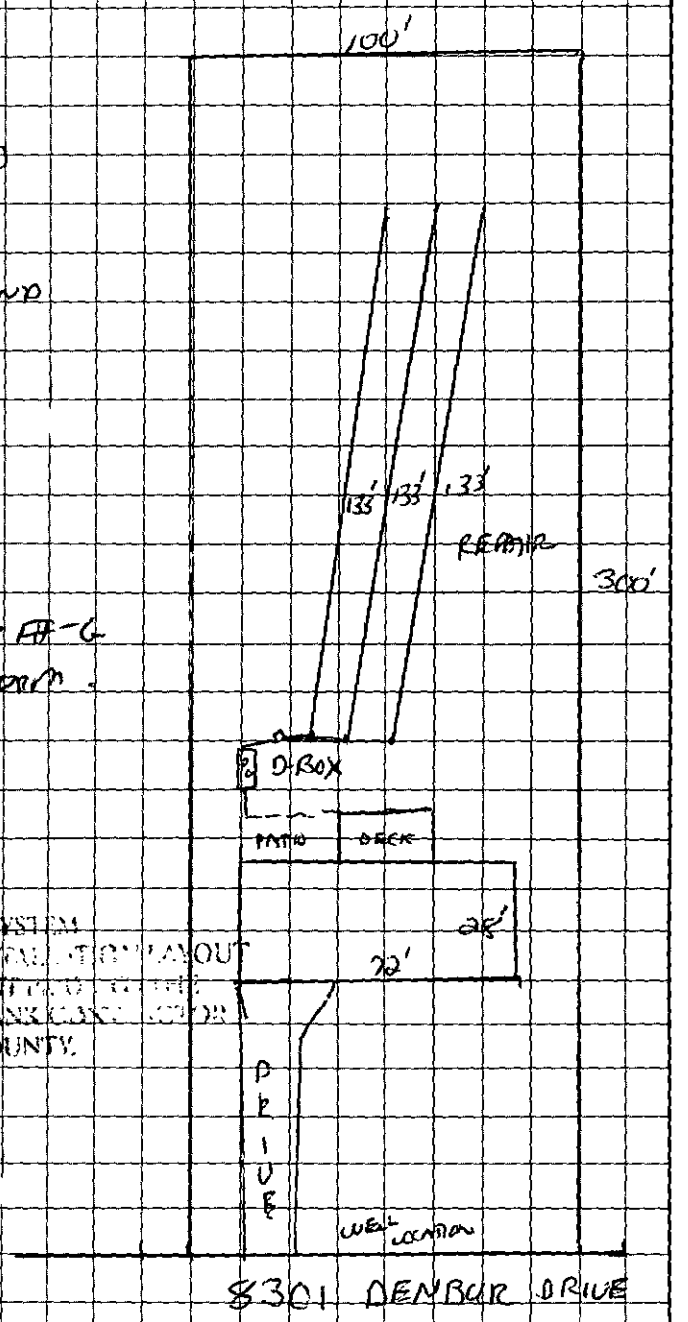
SCALE 1" = 50'

(1) LOCATE ALL PARTS OF SEPTIC TANK SYSTEM 100' FROM ANY WELLS, AT NO TIME LESS THAN 50'

(2) INSTALL DRAINLINES SHALLOW (30") AND ON CONTOUR.

(3) INSTALL EFFLUENT FILTER AT OUTLET END OF SEPTIC TANK

1-12-2000 @ OWNER'S REQUEST PERMIT CHANGED TO A 4BRM ENHANCED TYPE AP-G DESIGN, THIS WILL REQUIRE AN AGREEMENT FORM. Dabella



THIS IS NOT A PERMIT TO INSTALL THE SEPTIC SYSTEM
THE SEPTIC TANK INSTALLER IS REQUIRED TO OBTAIN AN INSTALLATION PLAN/LAYOUT FROM THE MECKLENBURG COUNTY HEALTH DEPARTMENT PRIOR TO THE INSTALLATION OF THE SEPTIC TANK SYSTEM. THE SEPTIC TANK CONTRACTOR MUST BE REGISTERED WITH MECKLENBURG COUNTY.

X Neil R. Cook Agent
OWNER/AGENT SIGNATURE

DATE 4/6/99

APPROVAL DATE 4-8-99 Dabella

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

PLOT PLAN FOR PERMIT APPLICATION

ONE/TWO FAMILY, MODULAR, MOBILE HOME OR ZONING USE

LOCATION

STREET # (N,S,E,W) 8301 | STREET NAME DENBUR | (AV,RD,ST, etc.) DR

SUITE/UNIT(S): CHARLOTTE

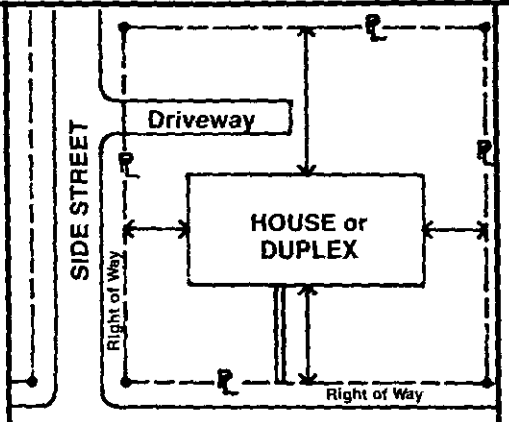
PERMIT # [redacted]

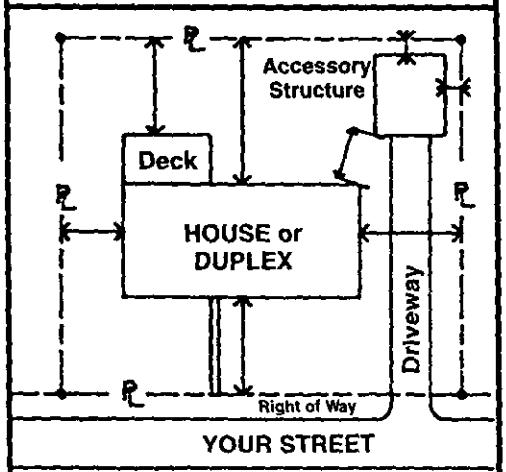
TAX JURISDICTION: (Check One)
- ☐ 0 - Mecklenburg
- ☐ 1 - Charlotte
- ☐ 2 - Davidson
- ☐ 3 - Cornelius
- ☐ 4 - Pineville
- ☐ 5 - Matthews
- ☐ 6 - Huntersville
- ☐ 7 - Mint Hill

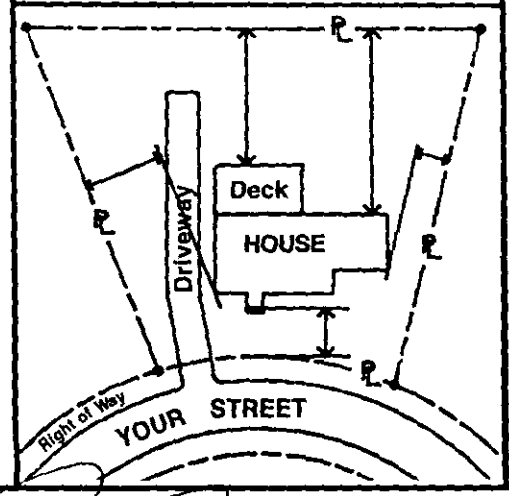
TAX PARCEL # 111-122-40

JOB # [redacted]

EXAMPLES/PLOT PLAN





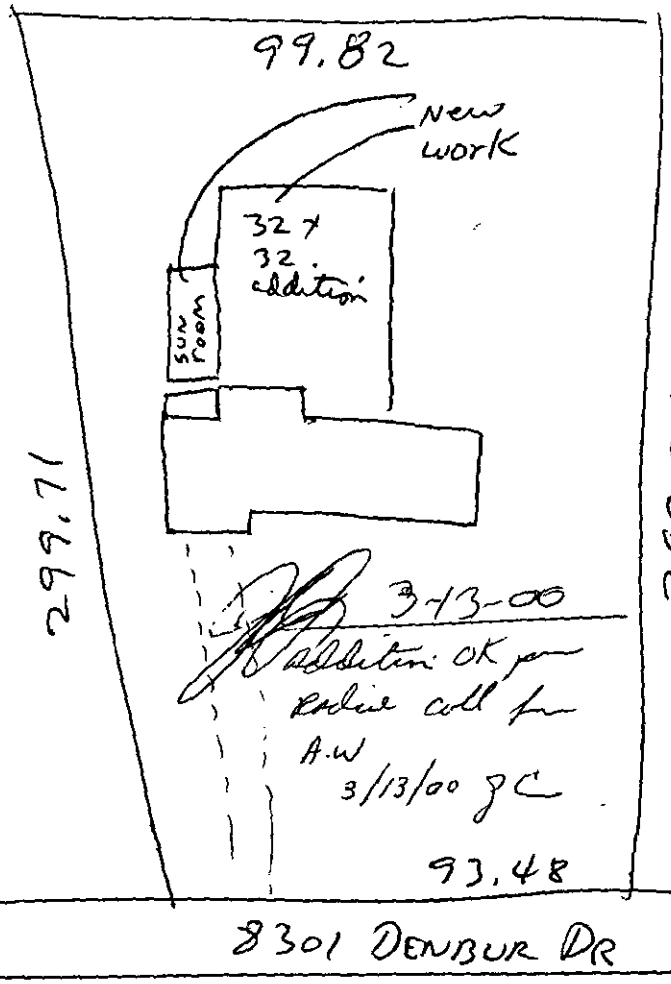


– INSTRUCTIONS –

In the space provided below, draw plot plan as neatly and accurately as possible, from survey if available.

1. Draw street(s) and right-of-way(s).
2. Draw property lines with dimensions.
3. Draw proposed and existing buildings showing any attached porch(es), deck(s), chimney(s), carport(s), or garage(s), etc.
4. Show distances of buildings from property lines or other structures.
5. Separate application and plot plan required for each building.

– PLOT PLAN –



ALL EXISTING AND PROPOSED BUILDING(S) ON LOT ARE SHOWN WITH MEASUREMENTS INDICATED.

APPLICANT'S SIGNATURE | 3-12-00 DATE | Carpenter Enterprises PRINT APPLICANT'S NAME

APPROVED BY [redacted]

CHARLOTTE-MECKLENBURG BUILDING STANDARDS DEPARTMENT
P.O. BOX 31097 • CHARLOTTE, NC 28231-1097 • 704/336-2831

B-83

ORIGINAL

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

#1 (40°)

Sheet: _____
Property ID: 111-122-40
Lot #: 17
File #: 2663A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Jack Brewer
APPLICANT: David Mauli
ADDRESS: 6307 Denbrier Dr. Mauli
DATE EVALUATED: 3-17-99
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949) 360gpd
PROPERTY SIZE: .69
LOCATION OF SITE: 6301 Denbrier Dr
PROPERTY RECORDED: _____

WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	5-12% slopes .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
1	LS	0-4"	gr/sl	Fr/SE/PL/SS/SP	7-46" TO 50:1 WETNESS	46"	N/A	None	PS .39/F2 LL
		4-46"	SBK/c	F:/SE/PL/SP					
2	LS	0-7"	gr/sl	Fr/SE/PL/SS/SP	7-46" TO 50:1 WETNESS	46"	N/A	None	PS .39/F2 LL
		7-41"	SBK/c	F:/SE/PL/SP					
		41-46"	SBK/cl	Fr/SE/PL/SS/SP					
3	LS	0-5"	gr/sl	Fr/SE/PL/SS/SP	7-46" TO 50:1 WETNESS	46"	N/A	None	PS .39/F2 LL
		5-39"	SBK/c	F:/SE/PL/SP					
		39-46"	SBK/cl	Fr/SE/PL/SS/SP					
4	LS	0-10"	gr/sl	Fr/SE/PL/SS/SP	7-46" TO 50:1 WETNESS	46"	N/A	None	PS .39/F2 LL
		10-46"	SBK/c	F:/SE/PL/SP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: D. R. Mauli 3-17-99
OTHER(S) PRESENT: LSS

FILE # 2663B

COMMENTS Not sure if lot in WCB Region, may need pump

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE

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

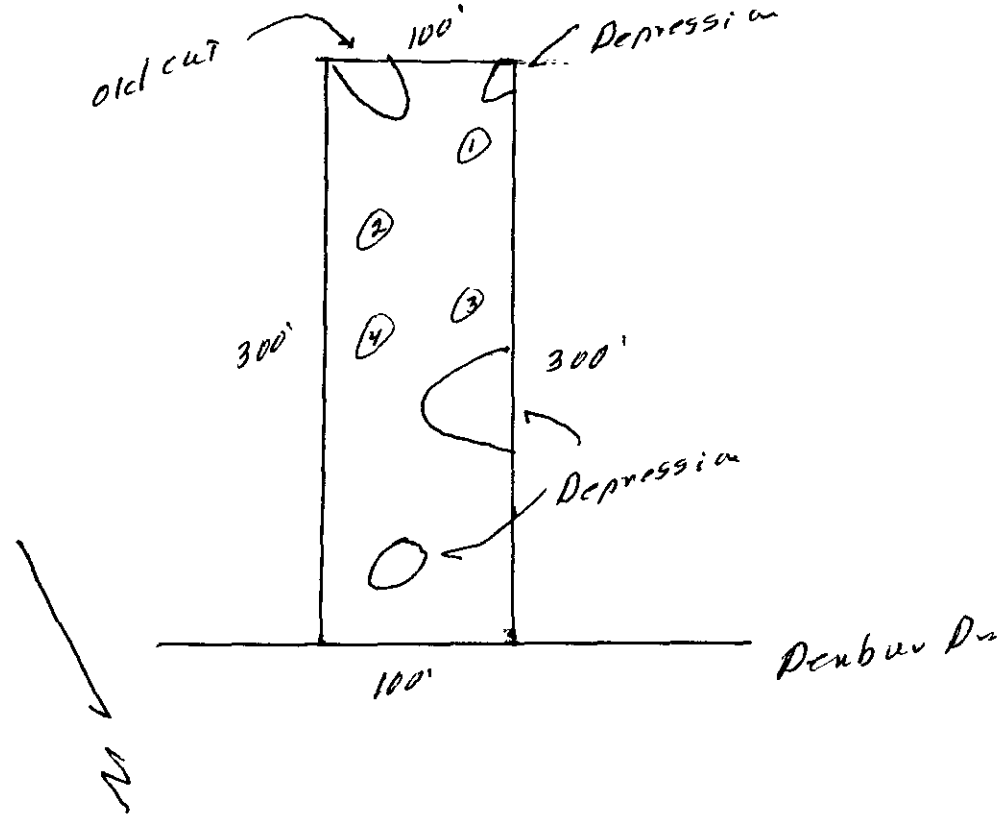
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: $100.00 ck # 4123

DATE: 3/5/99 JC

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

[ ] 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 #: 2883B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-122-40.

STREET ADDRESS: 8301 Denbur Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: Cederbrook Acres

LOT NUMBER: 17 Block C m 7835

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
✓ HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1920 ± ?

NUMBER OF BEDROOMS: 3 4 | NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE April 5, 1999 or before
we request for Approval as soon as possible, before April 5 if possible.

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: Broome, Jack
(LAST) (FIRST) (MI)

ADDRESS: 8307 Denbur Dr. ?

CITY: Charlotte STATE: NC ZIP: 28215

DAYTIME PHONE: ( ) 364-3300 Felicia Cox, Agent

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Austin, David B. and assigns
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 782-1413

Sid A. Carpenter, agent for David Austin

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Many years ago?

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: Sid A. Carpenter, agent for David B. Austin & assigns DATE: 3/5/99

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

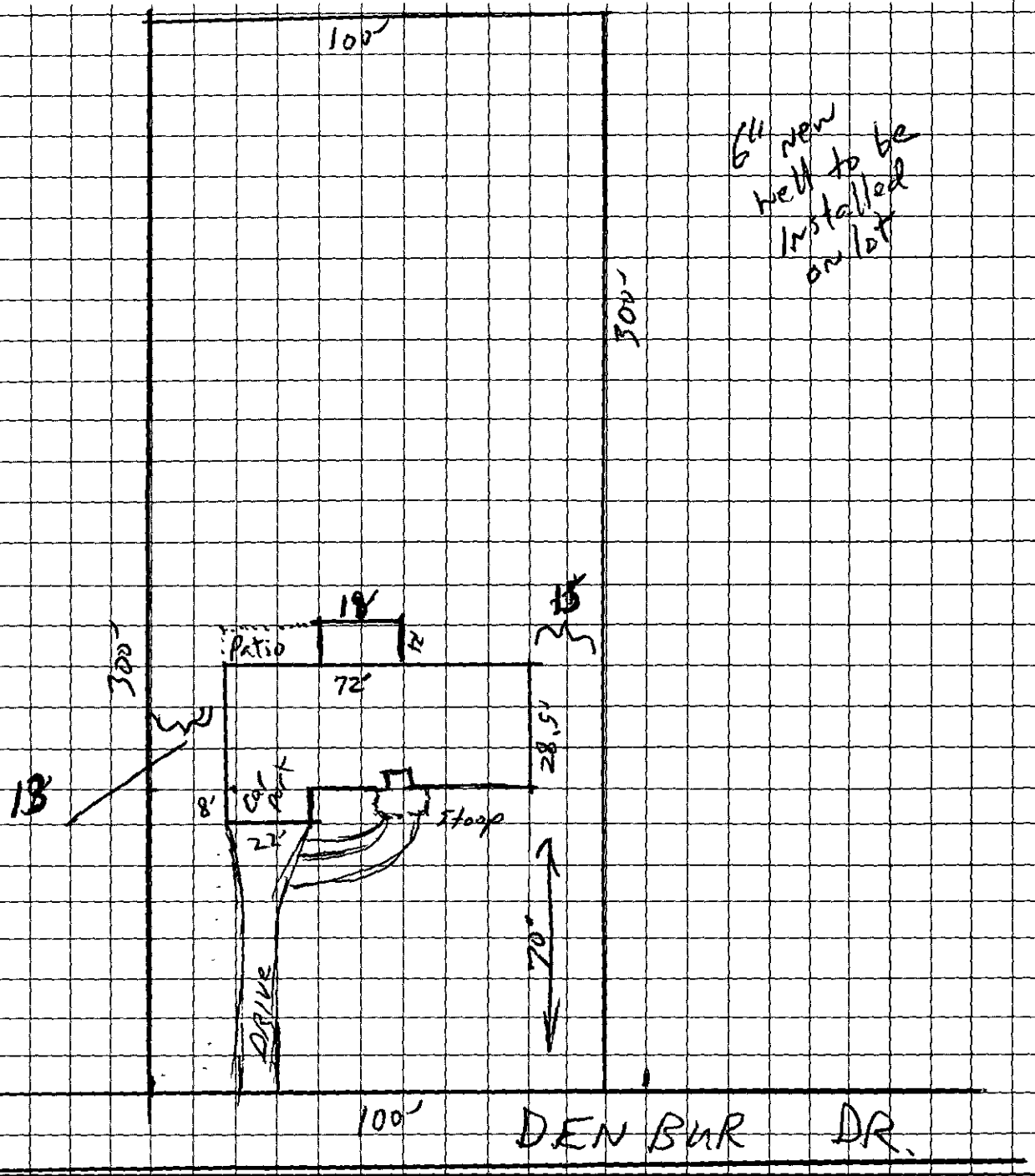
PROPOSED PLOT PLAN

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

FILE: 2883B

TC: 111-122-40

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.



Jeff G. Cox agent for David B. Austin
OWNER/AGENT SIGNATURE

DATE 3/5/99

APPROVAL DATE _____

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

2 8836

OFFER TO PURCHASE AND CONTRACT

David B. Austin or his assigns, as Buyer, hereby offers to purchase and Mark and Ellen Brown, 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 Moak(Auburn), State of North Carolina, being known as and more particularly described as: Street Address 8341 Dewbur Dr. Tax Parcel 11-122-42 Zip 28212
Legal Description: Lot 19 Blk 7 Sec 2 Map 7832
(☒ All ☐ A portion of the property is Deed Reference: Book _____, Page No _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor phone and vent (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: none

4. **PURCHASE PRICE:** The purchase price is $ 17,000 and shall be paid as follows:
(a) $ 300 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Carpenter Realty, as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____
(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) $ 16,700 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other _____ (in the principal amount of _____ (or a term of _____ years)), at an interest rate not to exceed _____% per annum, with a maximum loan discount points not to exceed _____% of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: Secrecy of Int by Buyer. SBB CBB AD
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 governmental regulation that would prevent the reasonable use of the real property for Residential home to be moved onto this lot 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 claims 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 effected following closing. Seller shall remain obligated to obtain any such cancellations following closing.
Seller shall convey to Buyer by special warranty deed(s) or, if the Property is a unit in a condominium, by unit deed, 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, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: none
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents [illegible] through the date of closing. Seller represents that the regular owners' association dues, if any, are $ N/A per _____. Any special assessments 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 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 acceptance of this offer, 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 liens from any source or claim arising therefrom.

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11. **PROPERTY DISCLOSURE AND INSPECTIONS:**

(a) Property Disclosure:

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

☑ Buyer has NOT received a signed copy of the Residential 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 upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☑ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Vacant Lot

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing systems, 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 property; and (iii) there shall be no visible asbestos or existing environmental contamination. Inspections must be completed on or before March 30, 99 Buyer (Initials) to pay any inspection costs prior to inspection unless (or waiver and in sufficient time to afford any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing an indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repair, 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 cover all other structural damages or damages caused by termites or other wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

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

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

13. **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 April 30, 1999 at a place designated by Buyer. The deed is to be made to Ed A. Carpenter

14. **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.

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

~~Addendum~~ Addendum "A" has been voided, see Addendum "B"

3/3/99 See Addendum "B"

3-3-99

3/3/99 See Addendum "B"

3-3-99

3-3-99

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **EXECUTION:** This offer shall become a binding contract when signed by both Buyer and Seller. 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 hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

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

Buyer _____ (SEAL) Seller Jack L. Broome Jr (SEAL)

SS/Tax ID# [redacted] SS/Tax ID# [redacted]

Buyer _____ (SEAL) Seller _____ (SEAL)

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

Date 3-3-99 Date _____

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 3/3/99 Firm: Carpenter Realty

By: Ed Carpenter

☑ Buyer's Agent
☐ Seller's (Sub-)Agent

Selling Agent/Firm/Phone Ed A. Carpenter 532-3401 Acting as ☐ Dual Agent

☐ Seller's Subagent

Listing Agent/Firm/Phone Felicia Cox Acting as ☐ Dual Agent