

9850 DRAWBRIDGE DR

10815315

12/31/2007

duponbj

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

FEE: 100.00 CK# 3961
DATE: 4/30/98 SC

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

200.00 CK# 1410
6-12-98 SC
1 CRT

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

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

FILE #: 24773

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-153-15

STREET ADDRESS: 9850 DRAWBRIDGE DRIVE

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 14

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):

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

HEATED SQUARE FOOTAGE: 2584

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES 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 __ 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: HELMS EDNA B.
(LAST) (FIRST) (MI)

ADDRESS: 9320 CASTLE GARDEN LANE

CITY: CHARLOTTE STATE: N.C. ZIP: 28215

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ASHBY TALMADGE L.
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 563-2200 #5
changed
~~354-3072~~ pg.

8715-203 Parkland Cr

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 08287

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: 4-20-1998

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

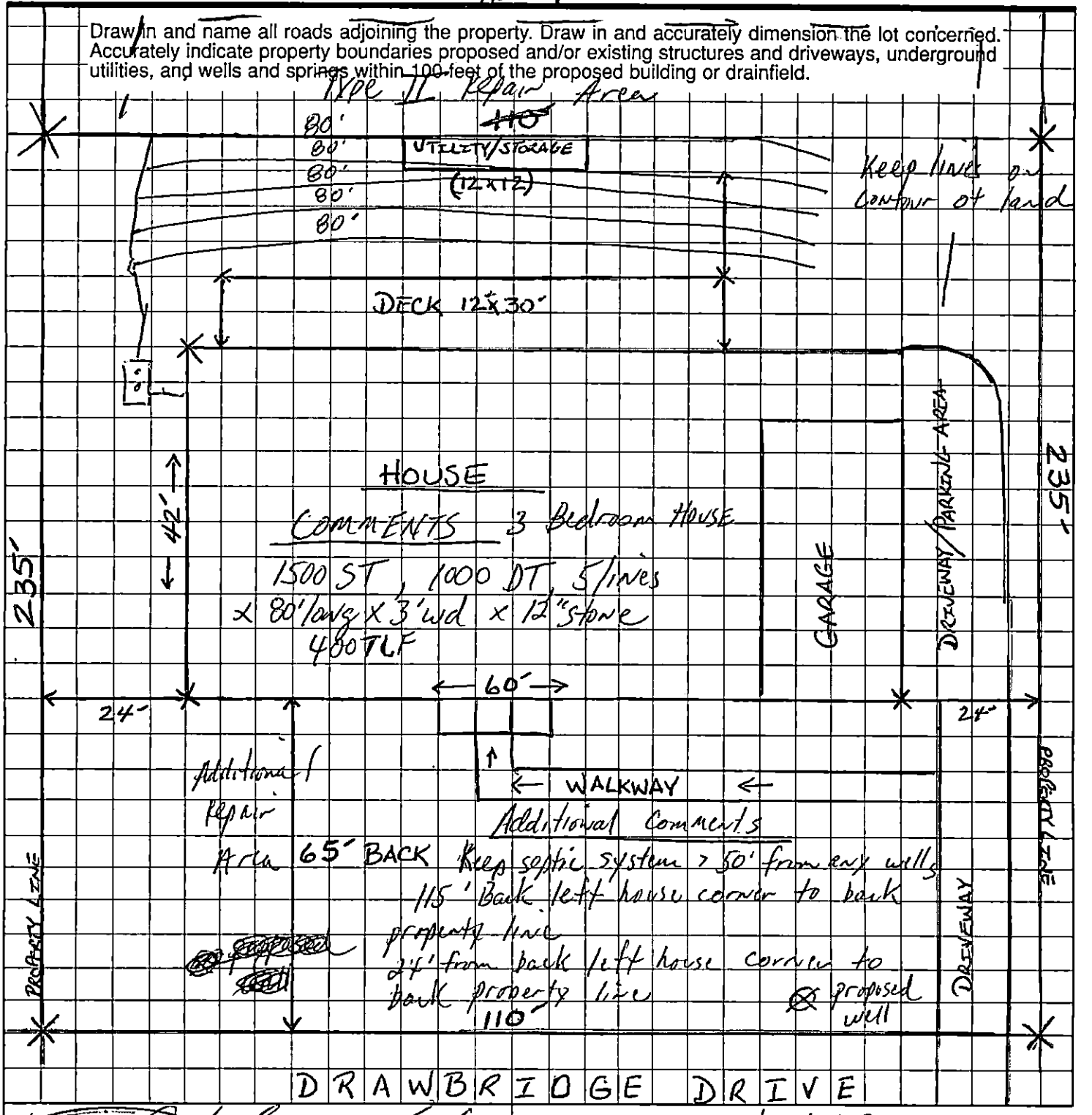
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2477B

TC: 108-153-15

110'

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 4-20-1998

APPROVAL DATE JW 6/12/98

X

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

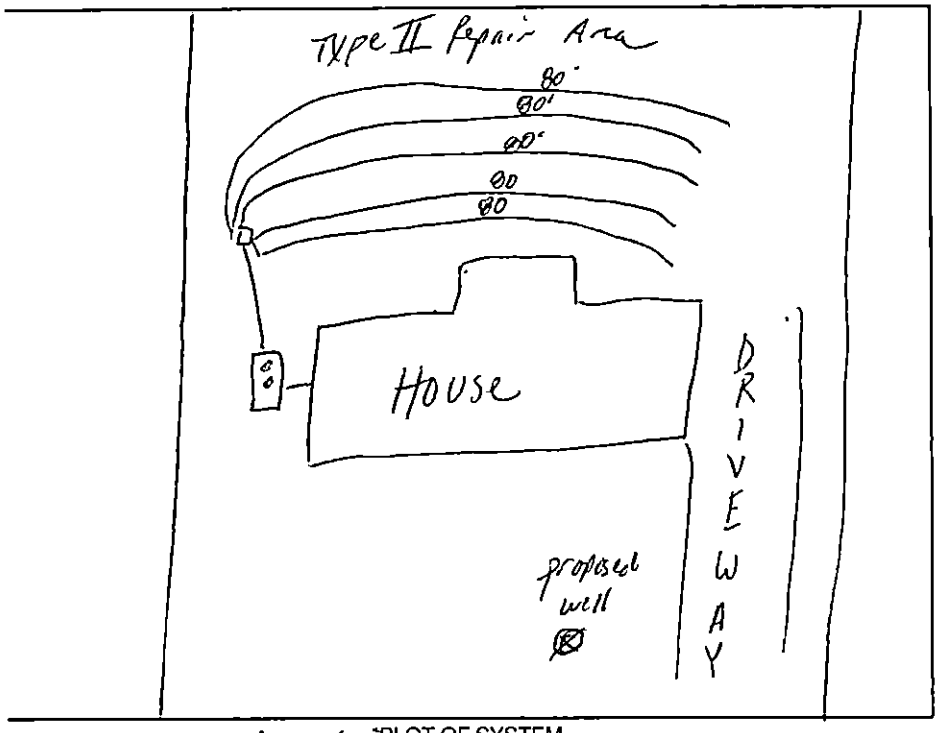
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2477B DATE: 1/13/99

TC: 108 153 15 ☒ L

SERIAL No 16865

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 4/20/98. All work shall be completed on or before 2/13/99, 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

Drawbridge Drive

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous Yes

Total Line Length 400' feet

Number of Lines 5(80')

Depth of Stone 12" inches

Distance from House 80' 5' feet

Distance from Property Line >10' feet

Distance from Well 10' feet

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

NAME OF OWNER Talmadge Ashby

LOCATION OF PROPERTY 9850 Drawbridge Dr

Comments: 1500ST, 5 lines x 80' long x 3' wd x 12" stone, Keep the septic system > 50' from any wells | Keep the drainfield on the contour of the land.

Philip S. Walker R.S.
Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 24778 DATE: 1-29-99

TC: 108 153 15

SERIAL Nº 17905

☐ CRT

Name of Owner TALMADGE ASBY Juris.:

Address of Property 9850 DRAW BRIDGE DRIVE

Inspection Data:

Tank Material PCC 1500

Total Length of Drainfield 400

Number of Lines 5 @ 80

Cover Depth 12"

Water Supply Source WELL

Distance to Water Source >100

Excavation Inspected 1-29-99

Tank(s) Inspected 1-28-99

Wash Line Inspected NA

High Water Alarm Inspected NA

* SEE INSTALLATION PERMIT

PLOT

Design 1500 ST 1200 SFT CON 12G CTR# RCS

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 II

Environmental Health Specialist

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

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** 400
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6/12/98. PERMIT NO: 2477B
PARCEL NO: 108 153 15

JOB LOCATION ADDRESS: 9850 Drawbridge Dr
PROPERTY OWNER: Edna B. Helms (pres buyer T C Ashby
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: Castle Garden
AUTHORIZATION ISSUED BY: Paula S. Walker R.S DATE: 6/12/98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2477B, 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: _____

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 OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2477B

Tax Number: 140 133 13

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
yes Serviced by private well	1500 Gallon septic tank	400' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions:				
Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" 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.

Philo A Walker R.S.
DEHNR Authorized Agent Date

Owner/Agent Signature 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

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

PROPOSED PLOT PLAN

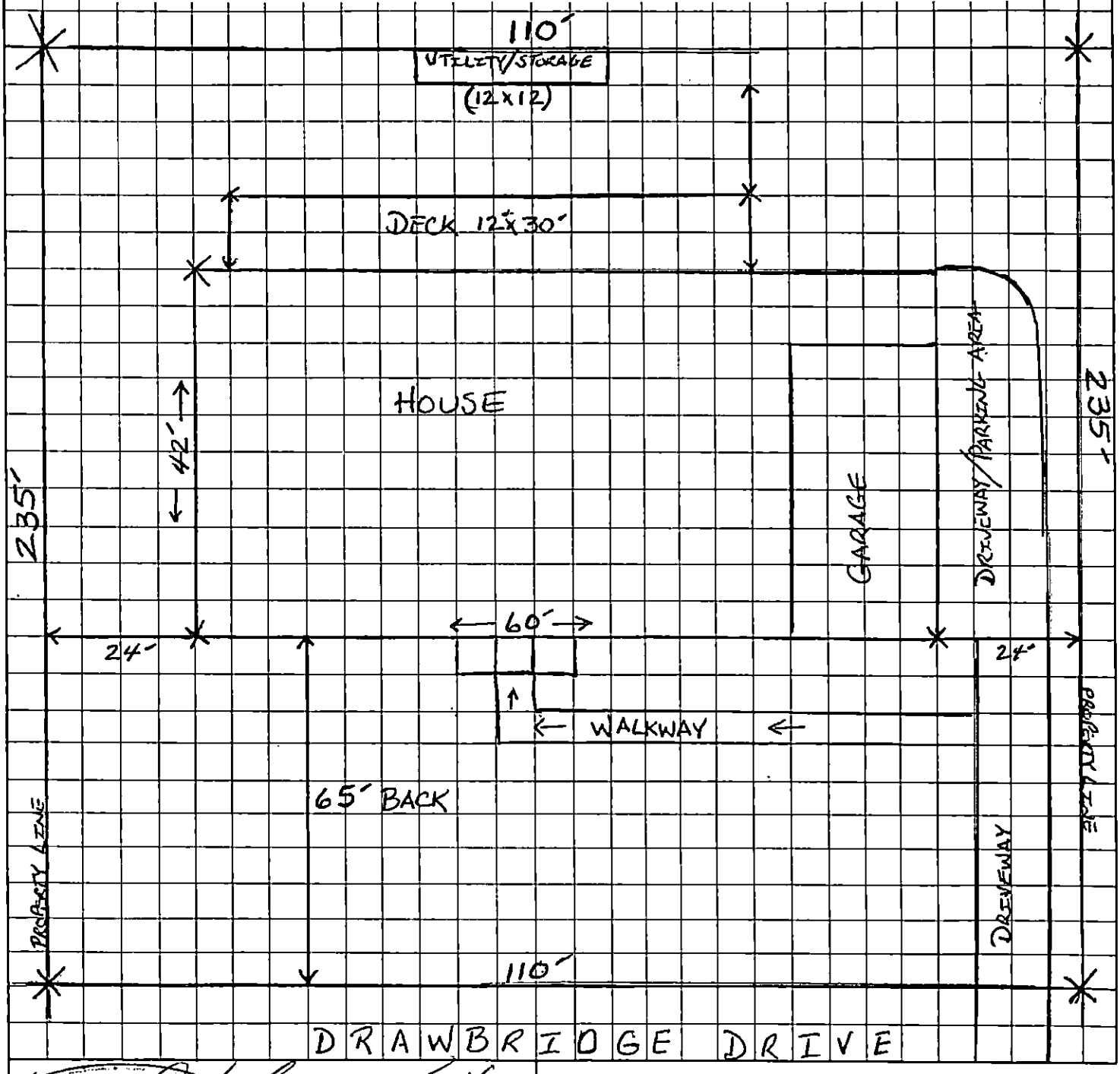
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HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2477B

TC: 108-153-15

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 4-20-1998

APPROVAL DATE _____

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

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

460

Sheet ___
PROPERTY ID #: 108-153-15
Lot # : 14
File # : 24718

SOIL/SITE EVALUATION #2
for ON-SITE WASTEWATER SYSTEM

OWNER: Edna B. Helms
APPLICANT: Talmadge A. Story
ADDRESS: 9320 Castle Harden Trail, Charlotte
DATE EVALUATED: 5-5-98
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: .59
LOCATION OF SITE: 9856 Drawbridge Drive
PROPERTY RECORDED: ___
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slope% 3-10% .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
1	S	0-4"	gr/cl	Fr/SEXP/SS/SP	2.5Y 6/2 @ 32"	36"	N/A	None	US
		4-34"	SBK/C	Fi/SEXP/SP					
		34-36"	SBK/C	Fi-VFi/Mixed/US/VP					
2	LS	0-5"	gr/cl	Fr/SEXP/SS/SP	38" TO soil wetness	38"	N/A	None	PS IV .05/P2/1
		5-38"	SBK/C	Fi/SEXP/SP					
3	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	48" TO soil wetness	48"	N/A	None	PS, IV .21 SS/P2
		6-48"	SBK/C	Fi/SEXP/SP					
4	LS	0-5"	gr/cl	Fr/SEXP/SS/SP	48" TO soil wetness	48"	N/A	None	PS, IV .39/P2
		5-40"	SBK/C	Fi/SEXP/SP					
		40-48"	SBK/SC/	Fr-Fi/SEXP/SS/SP					
5	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	46" TO soil wetness	46"	N/A	None	PS, IV .21 SS/P2
		6-46"	SBK/C	Fi/SEXP/SP					
6	LS	0-7"	gr/cl	Fr/SEXP/SS/SP	46" TO soil wetness	46"	N/A	None	PS IV .39/P2
		7-48"	SBK/C	Fi/SEXP/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	US
System Type(s)	Conv	Conv
Site LTAR	.21 SS/P2	.39/P2

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): Acceptable
EVALUATED BY: W. R. Marlin 5-5-98
OTHER(S) PRESENT: LS

FILE # 24773

COMMENTS 1007 Repair

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

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

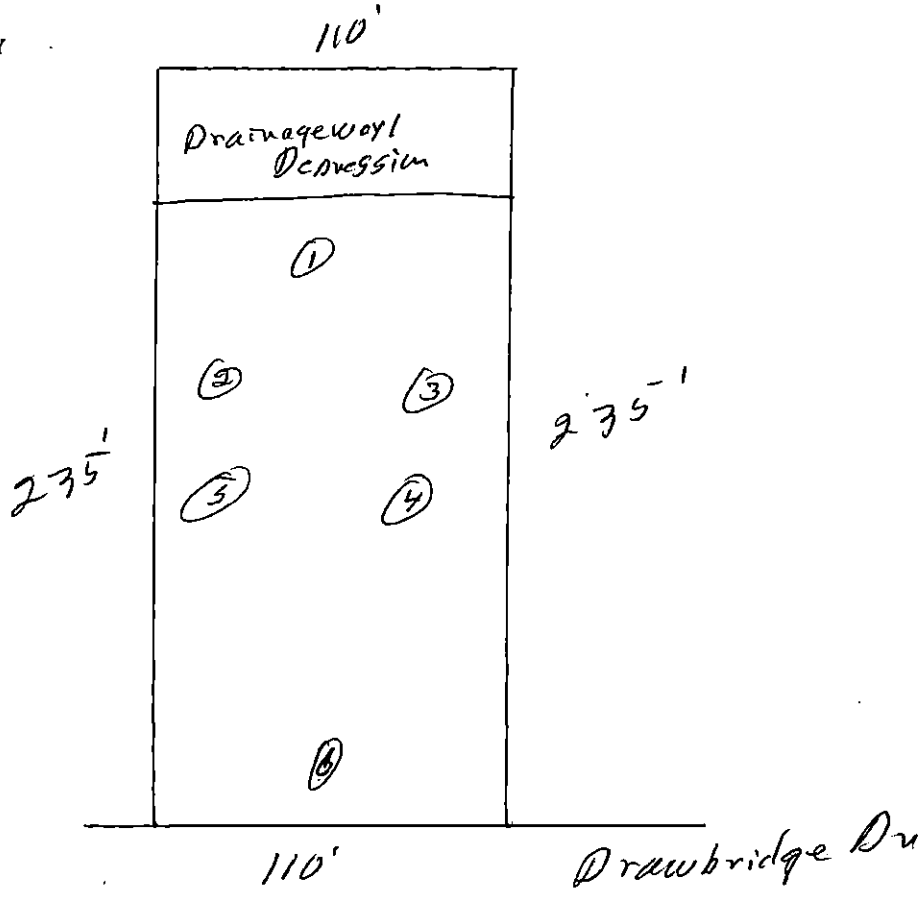
STRUCTURE

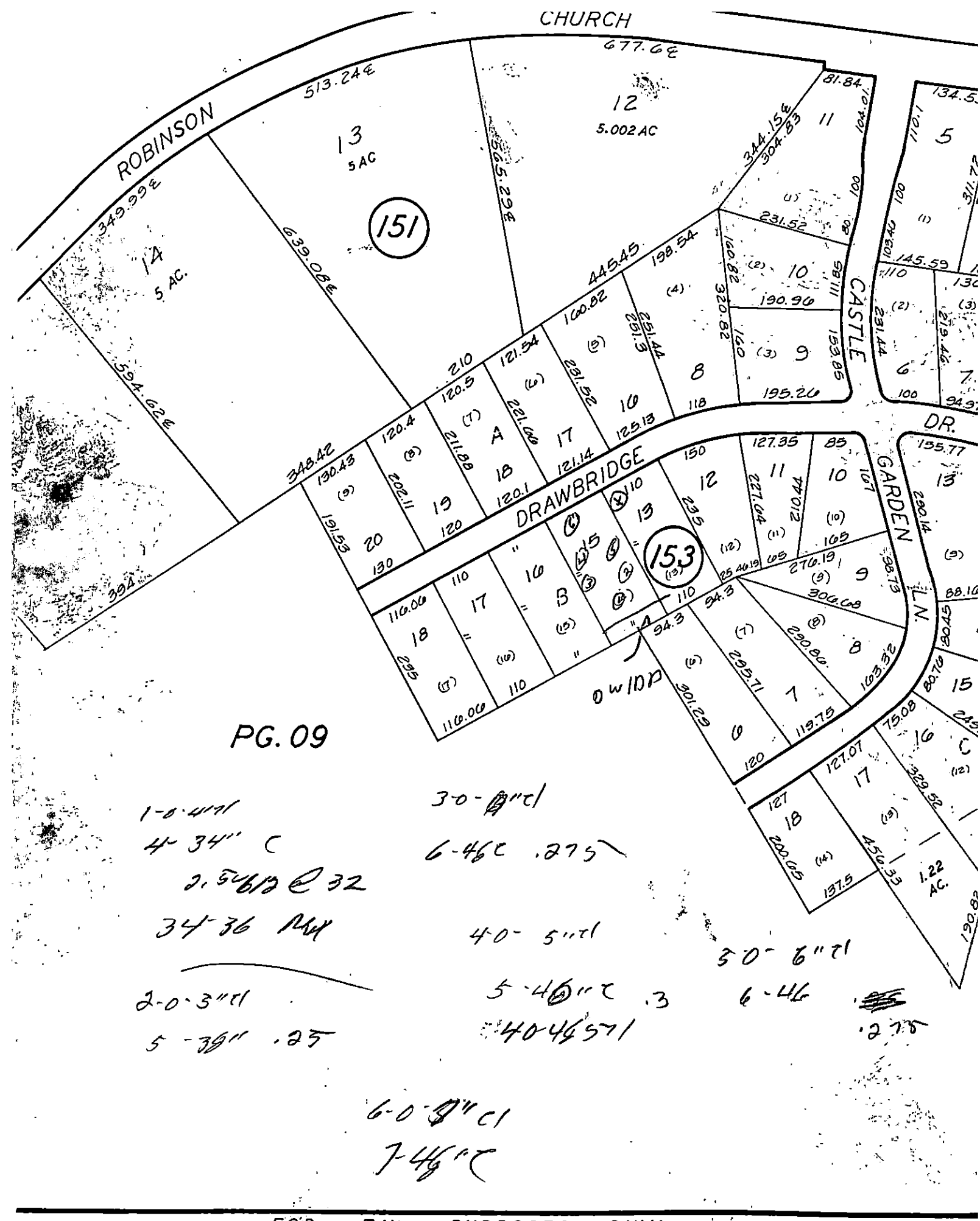
SG-SINGLE GRAIN
M-MASSIVE
CR-CRUMB
GR-GRANULAR
SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE




CHURCH
ROBINSON
CASTLE
DRAWBRIDGE
GARDEN
DR.
LN.
677.6E
513.24E
565.29E
639.08E
594.62E
349.99E
348.42
344.15E
304.83
445.45
198.54
210
81.84
231.52
190.96
195.26
155.77
290.14
276.19
300.68
290.86
295.71
301.29
329.52
456.33
1.22 AC.
190.89
PG. 09
FOR TAX PURPOSES ONLY.

Jan. 14, 1998

Dear Mr. & Mrs. Ashby,

As the Seller's agent I am authorized to present a counter offer to your offer.

The Seller can not pay for closing costs that are not normally a part of the Seller's closing costs. A phrase such as " all closing costs " is to open ended and is unacceptable.

Your offer was written on 1/3. The Seller received their new County wide revaluation on the property tax value on 1/6. The offer was presented to the Seller's agent on 1/7 and presented to the Seller on 1/8. The new tax values take effect when received and the counter offer therefore reflects the new tax value.

The Seller would like to add the condition , " subject to a conventional perk test ". Each house in the development has it's own septic system and well. If the offer to purchase becomes a contract a perk test is done by the Health Department and paid for by the Buyers, as a cost of construction. If the soil is not suitable for a conventional septic system the contract is void and the earnest money is returned. The Seller would like to add this condition for the Buyers benefit and protection.

If you are planning on building your own home you have to be approved of as a builder or your licensed general contractor needs to be approved by the three member architectural review committee.

A detailed set of architectural plans drawn to scale needs to be approved before construction begins. Some of the things to be reviewed are how the house sits on the lot , the exterior colors and brick selections, etc.

Due to the large increase in the percentage of the public working out of their homes the zoning requirements for a business in your home, customary home occupation by Charlotte-Mecklenburg Building Standards Department is added as an addenda to this offer. This is added to each offer by the Seller before acceptance to keep the residential character of the neighborhood. A copy of the neighborhood restrictions is also included.

The Standard Provisions number 4, 5, 6, and 8 shall apply.

In part 7 closing, the deed is to be made to " as directed "✓.

Seller places zoning restriction of ten foot sideyard minimum.✓

Due to the extent of the changes the Seller is only initialing the changes and not signing the offer. If all the changes are acceptable to you please initial them and the Seller will then be able to sign if there are no changes.

I hope all the changes can meet with your approval and I hope to hear from you soon.

Sincerely,

Dave A. Parker

Dave A. Parker
Broker,
Horizon Realty
10018 Drawbridge Dr.
Charlotte, N.C. 28215
(704)- 537-2752

4-14-98 4-14-98

Buyers

BUYER AGENT'S CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIP AND COMPENSATION AGREEMENT 108-153-15

If selling agent is acting as a Dual Agent, do not use this form. This document accompanies the Offer to Purchase and Contract prepared by the Buyer Agent. It confirms to the Listing Agent and/or Seller the agency relationship between the Selling Agent and the Buyer in this transaction. This document is presented to the Seller prior to any review of the Offer to Purchase and Contract.

THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF THE OFFER TO PURCHASE AND CONTRACT. IT IS A CONTRACT BETWEEN THE LISTING AGENT AND/OR SELLER AND THE BUYER AGENT ONLY AND SHALL NOT BE CONSTRUED TO AFFECT OR MODIFY ANY LISTING AGREEMENT ENTERED INTO BETWEEN THE LISTING AGENT AND THE SELLER.

Regarding the attached Offer to Purchase and Contract dated 4/15, 19 98, between TALMADGE LEONARD ABBY &/OR MONA LISA ASHBY (Buyer), and EDNA B. HELMS (Seller), for LOT 14 9850 DRAWBRIDGE LN (Property).

The following agency relationship is hereby confirmed for the above transaction:

THE SELLING AGENT IS ACTING SOLELY AS THE AGENT OF THE BUYER, and in this capacity:

(a) Has not acted as the agent or subagent of the Seller or the Listing Agent;
(b) Owes fiduciary duties only to the Buyer in this transaction; and
(c) Has NOT acted as a dual agent for Seller and Buyer.

If subject property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent hereby expressly rejects any implied or express offer by Seller or Listing Agent of any agency or subagency relationship.

FEE ARRANGEMENT: Seller authorizes Listing Agent to share its fee with Buyer Agent. Payment of said fee to Buyer Agent shall not create any agency or subagency relationship between Buyer Agent and either Seller or Listing Agent. **Buyer Agent shall not receive any undisclosed real estate brokerage fee in this transaction.** Buyer Agent shall be paid by Listing Agent and/or Seller as follows:

2.5% Computed on the Gross Sales Price of the Property

OTHER FEE DISCLOSURES: N/A

4-15-98 4-15-98 MA
Buyer Date Buyer Date

Buyer Agent (Firm): ERA U.S.A. REALTY PROFESSIONALS N. C. INC

By: James C. Ruffin Jr. Date

The Listing Agent and/or Seller(s) whose signatures appear below hereby acknowledge that Seller has read and agreed to the terms of this Confirmation of Real Estate Agency Relationship and Compensation Agreement before reviewing any written Offer to Purchase and Contract from Buyer.

Edna B. Helms 4-14-98
Seller Date Seller Date

Listing Agent (Firm)

By: Date

ADDENDA

Subject to a conventional perk test.

Subject to approval of house plans and architectural review before construction commences.

Subject to approval of builder before construction commences.

Zoning requirements for a business in your home, customary home occupation by Charlotte - Mecklenburg Building Standards Department is added as an addenda to this counter offer.

Seller places zoning restriction of ten foot sideyard minimum.

Note: Neighborhood restictions are included in package.

4-14-98

4-14-98

ADDITIONAL PROVISIONS ADDENDUM

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

1. _____ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to N/A _____, on or before N/A ☐AM ☐PM, on N/A, or until withdrawn by the Buyer, whichever occurs first.

2. X **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 3 bedroom home, or 2584 SQ FT. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

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

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____ _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer

8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

_____ (SEAL) Date 4-16-98

3. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 3 bedroom home, or 2384 SQ FT
All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____.
All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

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

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____
_____
on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer

8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____, Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

Buyer: _____ (SEAL) Date 4-14-98

Buyer: _____ (SEAL) Date 4-14-98

Seller: Edna D. Helms (SEAL) Date 4-14-98

Seller: _____ (SEAL) Date _____

STANDARD PROVISIONS

1 **EARNEST MONEY** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money 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 the earnest money shall be forfeited, but such forfeiture 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 his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction

2 **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust Buyer shall be responsible for all loan assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract The escrow account, if any, shall be purchased by Buyer.

3 **PROMISSORY NOTE AND DEED OF TRUST:** In the event a promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N.C Bar Association Forms 4 and 5, as modified in paragraph 3(c) on the reverse side hereof.

4 **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 to the date of closing,
(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;
(c) All late listing penalties, if any, shall be paid by Seller;
(d) Rents, if any, for the Property shall be prorated to the date of closing.
(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues)

5 **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6 **CONDITIONS:**
(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.
(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to 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.

7. **NEW LOAN** Buyer shall be responsible for all costs with

provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) 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 (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing
IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER SYSTEM INSPECTION.
RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom The report must be obtained in sufficient time before closing 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 If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded 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 new construction termite guarantee.
IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD-DESTROYING INSECT REPORT.

10 **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 cause or claim arising therefrom.

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

12 **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the 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.

13. **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.

14. **ASSIGNMENTS** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors

15 **PARTIES** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural

obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction

2 **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust. Buyer shall be responsible for all loan assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract. The escrow account, if any, shall be purchased by Buyer.

3 **PROMISSORY NOTE AND DEED OF TRUST:** In the event a promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N.C. Bar Association Forms 4 and 5, as modified in paragraph 3(c) on the reverse side hereof.

4 **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 to the date of closing;
(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller,
(c) All late listing penalties, if any, shall be paid by Seller;
(d) Rents, if any, for the Property shall be prorated to the date of closing.
(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues.)

5. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. **CONDITIONS:**
(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.
(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.
(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to 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.

7. **NEW LOAN** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.

8 **INSPECTIONS:** Unless otherwise stated herein (i) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, shall be in good working order at closing, (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair, (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s), and (iv) the well, water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense (unless otherwise condition unless provision is otherwise made in writing.
IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL WATER AND SEPTIC/SEWER SYSTEM INSPECTION.
RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing.

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing 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. If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. 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 new construction termite guarantee.
IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD-DESTROYING INSECT REPORT.

10 **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 cause or claim arising therefrom.

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

12 **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the 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.

13 **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.

14. **ASSIGNMENTS** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

15 **PARTIES** This contract shall be binding upon and shall inure to the benefit of the parties 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.

16 **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.

17 **ENTIRE AGREEMENT** Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. 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 as contained in any listing contract or other agreement between them.