

7416 CEDARBROOK DR

11119115

7/7/08

marliwr

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

Mecklenburg County
Health Department

March 11, 1999

Mr. Robert Vickers
5416 Margaret Wallace Road
Matthews, NC 28105

Re: 7416 Cedarbrook Road
File: 13533
Parcel: 111-191-15

Dear Mr. Vickers:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1941 **SOIL CHARACTERISTICS (MORPHOLOGY)**, .1943 **SOIL DEPTH** and .1945 **AVAILABLE SPACE**. For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating data if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County.

If you have any questions regarding this matter, please call me at 336-5573.

Sincerely,

J. Andrew Walker, R.S.
Individual Water and Wastewater Systems

JAW:gc

Mecklenburg County
Health Department

COPY

August 22, 1995

Ernest C. Coskrey
15626 Albion Lane
Charlotte, North Carolina 28278

Re: Langston Road
File: 2194B
Parcel: 217-161-01PO

Dear Mr. Coskrey:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1945 **AVAILABLE SPACE**, .1943(a) **SOIL DEPTH**, and .1941(a)(3)(b) **SOIL CHARACTERISTICS (MORPHOLOGY)**. For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or 1957 of this Section or a system approved under Rule.1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local Health Department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating date indicated that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate groundwater or surface water, and
> (3) the effluent will not be exposed on the ground surface or be discharged to the surface waters where it could come in contact with people, animals, or vectors.

The state shall review the substantiating data if requested by the local health department. Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County.

MAIL TO

ROBERT VICKERS

5416 MARGARET WALLACE RD

MATTHEWS, NC

NEED THIS LETTER

DISLETTER

COPY

If you have any questions regarding this matter, please call me at 336-5575

Sincerely,

Kelly Randall

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

KR:lw

FEE: 100.00 CHK

DATE: 2/18/99

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

532-1210

[ ] 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

COPY

FILE #: 13533

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-191-15

STREET ADDRESS: 7416 Cedarbrook Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 620

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: 1771

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE March 1, 1999

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
X ON SLAB
__ 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: X YES __ NO TYPE: office

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Vickers (FIRST) Robert (MI) D.	NAME: (LAST) (FIRST) (MI)
ADDRESS: 5416 Margaret Wallace Rd	DAYTIME PHONE: ( ) -
CITY: Matthews STATE: NC ZIP: 28105	
DAYTIME PHONE: (704) 545-8819	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Robert D. Vickers DATE: 2/8/99

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

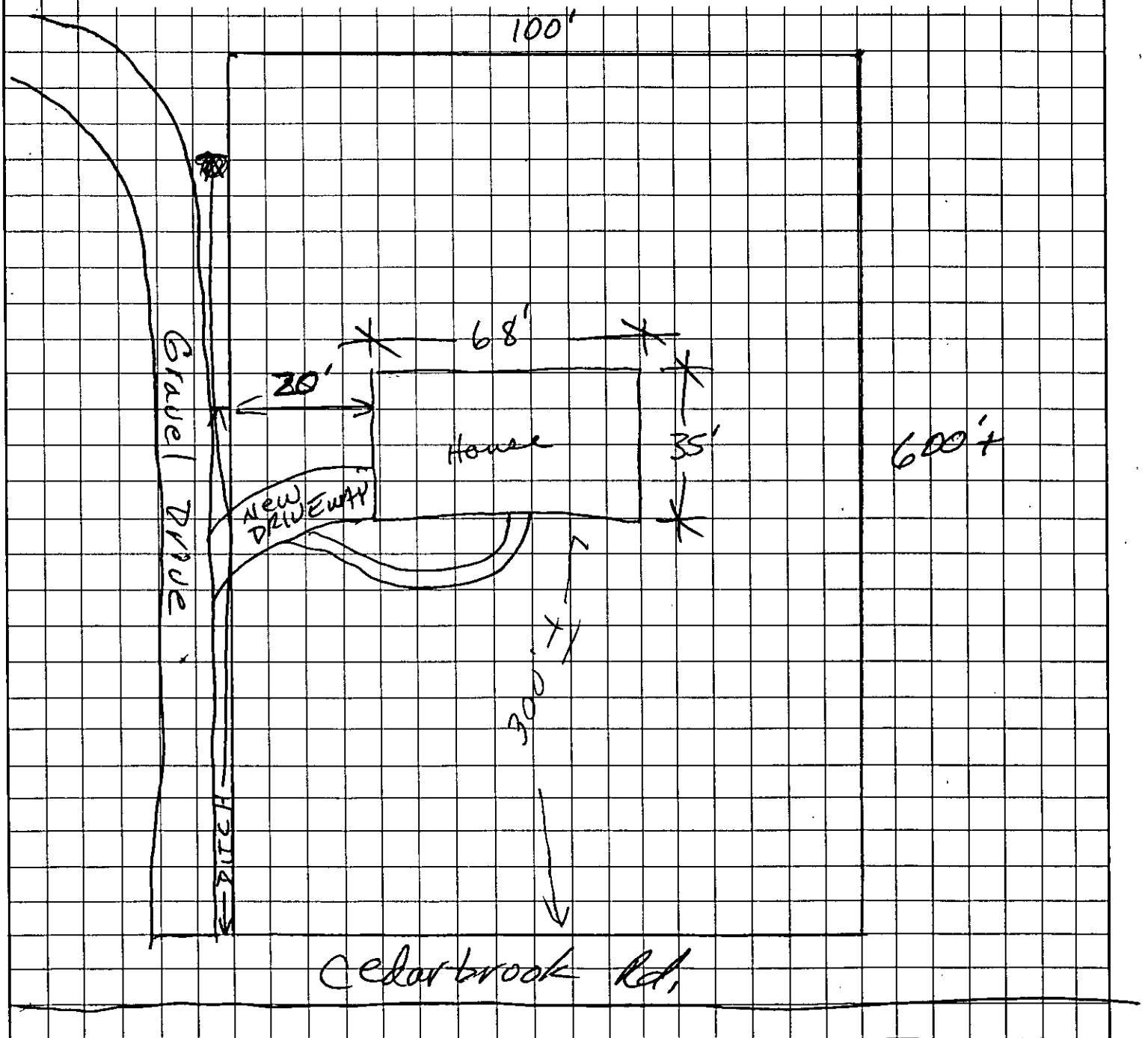
COPY

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

FILE: 13533

TC: 111-191-15

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.



Robert A. Pack
OWNER/AGENT SIGNATURE

DATE 7/8/98

APPROVAL DATE _____

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

NORTH CAROLINA
DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH SERVICES
RALEIGH, NORTH CAROLINA

APPENDIX H
SITE EVALUATION
(Ground Absorption Sewage Disposal)

NWT 13-33
TE 111-191-15
L-2, B-B

OWNER: William J. Bourdon
ADDRESS: 6841 Hillsmeade Dr.
COUNTY: Charlotte 28215
LOCATION OF SITE: Cedarbrook Lane

DATE REQUESTED: 1-12-79
PLAT NO.:
LOT SIZE: 43,000

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4
1. SLOPE (%)	S complex PS slopes (U)	(S) PS 2-6% U	S complex PS (U) slopes	(S) PS 2-10% U +
2. SOIL TEXTURE (12-36 in.) (Sandy, loamy, clayey, Note 2:1, Clay)	S (PS) clay U	S 2-1 PS (U) clay	S 2-1 PS (U) clay	S PS 2-1 clay (U)
3. SOIL STRUCTURE (12.36 in.) (Clayey Soils)	S (PS) Blocky U	S Massive PS (U)	S PS massive (U)	S PS massive (U)
4. SOIL DEPTH (In.)	S < 40" PS (U)	(S) 40" PS U	S < 40 PS (U)	S < 40" PS (U)
5. RESTRICTIVE HORIZONS (In.) (Imprevious Strata, Rock)	S PS U	S PS U	S PS U	S PS U
6. SOIL DRAINAGE/GROUNDWATER (External & Internal)	S Eroded PS Areas (U) Channel Run-Off	S Perched PS water (U) Table	S gullies PS channel (U) run-off water	S seasonal PS Perched (U) water table
7. SOIL PERMEABILITY (Percolation Rate)	S PS Slow (U)	S PS U. Slow (U)	S PS U. Slow (U)	S PS U. Slow (U)
8. OTHER (Specify)	S PS U	S PS U	S PS U	S PS U
9. SITE CLASSIFICATION	unsuitable	unsuitable	unsuitable	unsuitable
SOIL SERIES	Georgeville gullied	Helena	Tatum gullied	Tatum

S - Suitable PS - Provisionally Suitable U - Unsuitable

* See Diagram on Back (Include: Soil areas, property lines, roads, streams, gullies, wet areas, fill areas, wells, water bodies, slope patterns, etc)

Recommendations/Comments:

Described By: William R. Mackin

Title: Soil Scientist Date: 1-23-79

DHS Form 2601 (2/77)
Sanitation

10- 4"ST1

4-16C Mixed
USUP

2-0- 3"ST1

3-29"C

3-0- 0.21-ST1

2-19"-5C MX

40- 2"C1

2- 111"C MX

3'0- 2"T1

2-24"C
MX

2-3/4 6/12 @20"

6-0-2"T1

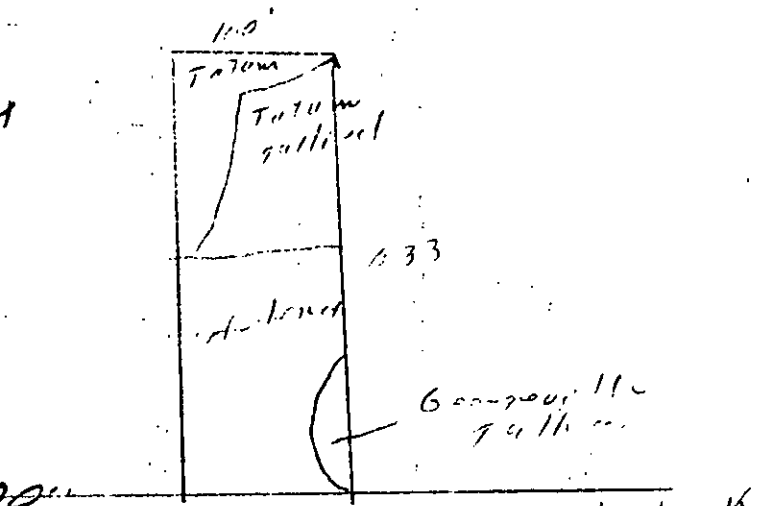
2-9"C MX

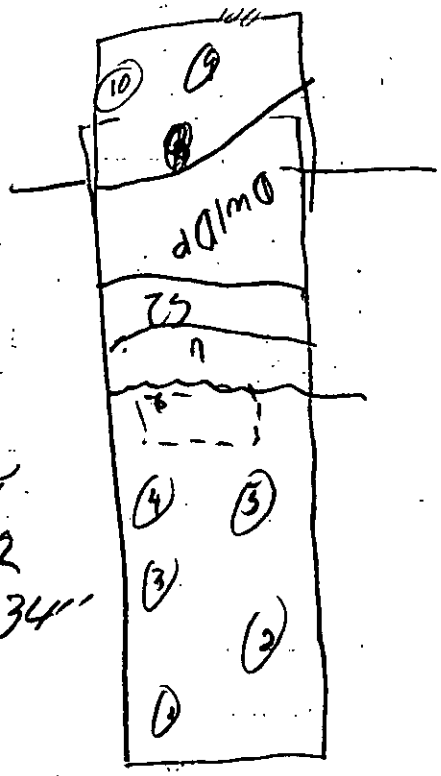
7-0- 2"C1

2-24"C ABC
MX

6-0-8"C1

6-40"C 2.5/4
6/12
@34"





9-0- 12"C1

15- 36"C

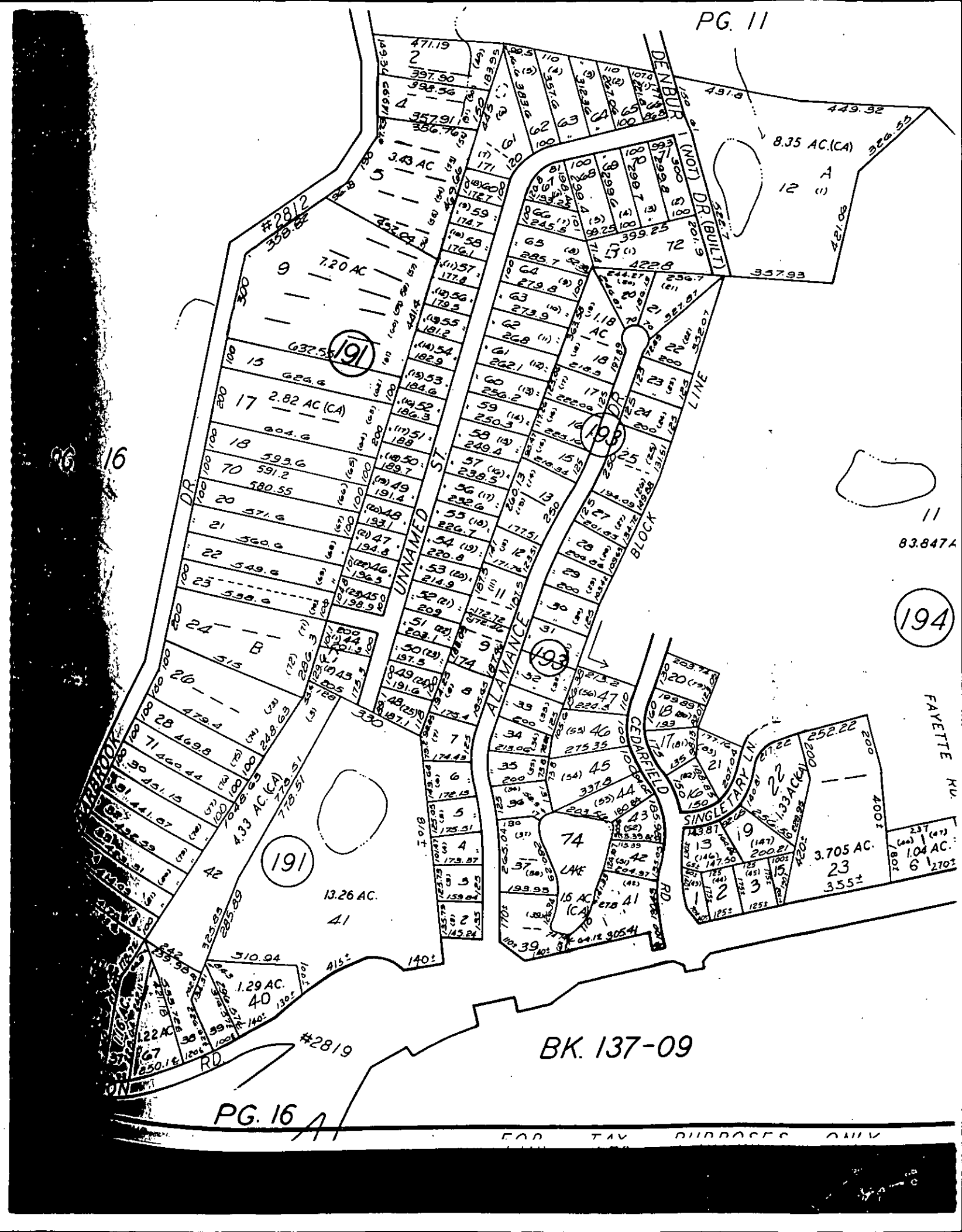
2.5/4 7/12 @34"

10- 0-6"T1

6-40"C

46-46"C

MX


PG. 11
DENBURY (NOT) DR. (BUILT)
UNNAMED ST.
ALAMANCE
CEDARFIELD
SINGLETARY LN.
FAYETTE KY.
BLOCK LINE
#2812
#2819
RD.
LAKE
8.35 AC.(CA)
7.20 AC
2.82 AC (CA)
4.33 AC.(CA)
13.26 AC.
1.29 AC.
1.18 AC
1.33AC(±)
3.705 AC.
16 AC (CA)
83.847A
PG. 16
BK. 137-09
FOR TAX PURPOSES ONLY

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

#2

Sheet: 1
Property ID: 111-191-15
Lot #: 62A
File #: 13533

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Robert O. Withers
APPLICANT:
ADDRESS: 5416 Margaret Wallace Rd, Matthews
DATE EVALUATED: 2-12-99
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949) 360gpd / PROPERTY SIZE: 1.44
LOCATION OF SITE: 7416 Tealbrook Ave
PROPERTY RECORDED:

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

PROFILE #	3 to 4-15% .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	LS	0-4"	gr/scl	Fr/SEAP/SS/SP	7 16" TO soil wetness	16"	N/A	None	US
		4-16"	SBM/C	VFi/Mix///					
2	LS	0-3"	gr/scl	Fr/SEAP/SS/SP	7 29" TO soil wetness	29"	N/A	None	US
		3-29"	SBM/C	VFi/Mix///					
3	LS	0-2"	gr/scl	Fr/SEAP/SS/SP	7 13" TO soil wetness	13"	N/A	None	US
		2-13"	SBM/SC	VFi/Mix///					
4	LS	0-2"	gr/scl	Fr/SEAP/SS/SP	7 11" TO soil wetness	11"	N/A	None	US
		2-11"	SBM/C	VFi/Mix///					
5	LS	0-2"	gr/cl	Fr/SEAP/SS/SP	2.5Y6/2 @20"	24"	N/A	None	US
		2-24"	SBM/C	VFi/Mix///					
6	LS	0-2"	gr/cl	Fr/SEAP/SS/SP	7 9" TO soil wetness	9"	N/A	None	US
		2-9"	SBM/C	VFi/Mix///					
7	SH	0-2"	gr/cl	Fr/SEAP/SS/SP	7 19" TO soil wetness	19"	N/A	None	US
		2-19"	ABM/C	VFi/Mix///					
8	LS	0-6"	gr/cl	Fr/SEAP/SS/SP	2.5Y6/2 @ 34"	40"	N/A	None	US / IL
		6-40"	SBM/C	Fi/SEAP/SP					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY:
OTHER(S) PRESENT:

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

Sheet: 2
Property ID:
Lot #:
File #: ~~S~~ / 3533

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	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
9	LS	0-15"	gr/cl	Fr/SEAP/SS/SP	2.5Y 7/1 @ 34"	36"	N/A	None	US IV
		15-36"	SBK/C	Fi/SEAP/SP					
10	LS	0-6"	gr/cl	Fr/SEAP/SS/SP	+48" TO soil wetness	48"	N/A	None	US
		6-40"	SBK/C	F/SEAP/SP					
		40-48"	SBK/C	VF/Mix a/VH/VP					

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

OTHER FACTORS (.1946):

SITE CLASSIFICATION (.1948):

EVALUATED BY:

OTHER(S) PRESENT:

FILE # 19533

COMMENTS

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

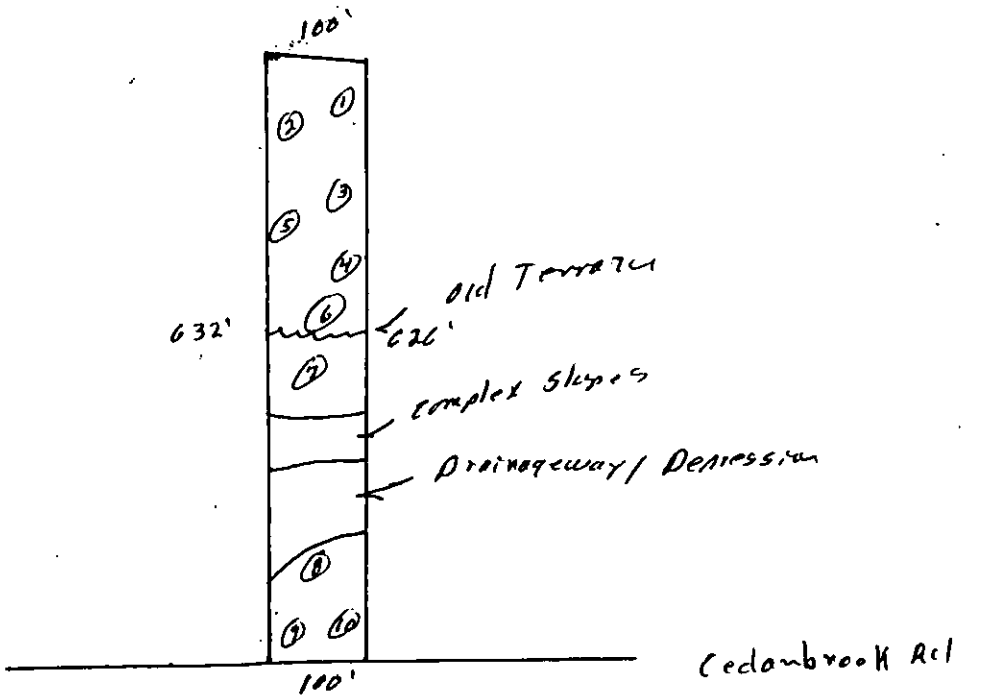
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



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

#2 (90)

Sheet: 1
Property ID: 111-191-15
Lot #: 62A
File #: 13533

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Robert D. Vickers APPLICANT:
ADDRESS: 5416 Margaret Wallace Rd, Mullheim DATE EVALUATED: 2-12-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd / PROPERTY SIZE: 1.44
LOCATION OF SITE: 7416 Enclabrook Ave PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☑ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Augur Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 4-15% .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	LS	0-4"	gr/scl	Fr/SEAP/SS/SP	7 16" TO 10YR 5/8 10YR 6/1 50:1 wetness	16"	N/A	None	US
		4-16"	SBK/C	VF:/Mixed/					
2	LS	0-3"	gr/scl	Fr/SEAP/SS/SP	7 29" TO 10YR 5/8 10YR 6/1 50:1 wetness	29"	N/A	None	US
		3-29"	SBK/C	VF:/Mixed/					
3	LS	0-2"	gr/scl	Fr/SEAP/SS/SP	7 13" TO 10YR 5/8 10YR 6/1 50:1 wetness	13"	N/A	None	US
		2-13"	SBK/SC	VF:/Mixed/					
4	LS	0-2"	gr/cl	Fr/SEAP/SS/SP	7 11" TO 10YR 5/8 10YR 6/1 50:1 wetness	11"	N/A	None	US
		2-11"	SBK/C	VF:/Mixed/					
5	LS	0-2"	gr/cl	Fr/SEAP/SS/SP	2.5Y 6/2 @20"	24"	N/A	None	US
		2-24"	SBK/C	VF:/Mixed/					
6	LS	0-2"	gr/cl	Fr/SEAP/SS/SP	7 9" TO 10YR 5/8 10YR 6/1 50:1 wetness	9"	N/A	None	US
		2-9"	SBK/C	VF:/Mixed/					
7	Sh	0-2"	gr/cl	Fr/SEAP/SS/SP	7 19" TO 10YR 5/8 10YR 6/1 50:1 wetness	19"	N/A	None	US
		2-19"	ABK/C	VF:/Mixed/					
8	LS	0-6"	gr/cl	Fr/SEAP/SS/SP	2.5Y 6/2 @ 34"	40"	N/A	None	US IW
		6-40"	SBK/C	F:/SEAP/SP					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY:
OTHER(S) PRESENT:

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

Sheet: 2
Property ID:
Lot #:
File #: ~~05~~ / 3533

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
9	LS	0-15"	gr/cl	Fr/SEAP/SS/SP	2.5Y 7/1 @ 34"	36"	N/A	None	US IV
		15-36"	SBK/C	Fi/SEAP/SS/P					
10	LS	0-6"	gr/cl	Fr/SEAP/SS/SP	~48" TO soil wetness	48"	N/A	None	US
		6-40"	SBK/C	Fi/SEAP/SS/P					
		40-48"	SBK/C	VFi/MixA/SS/P					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY:
OTHER(S) PRESENT:

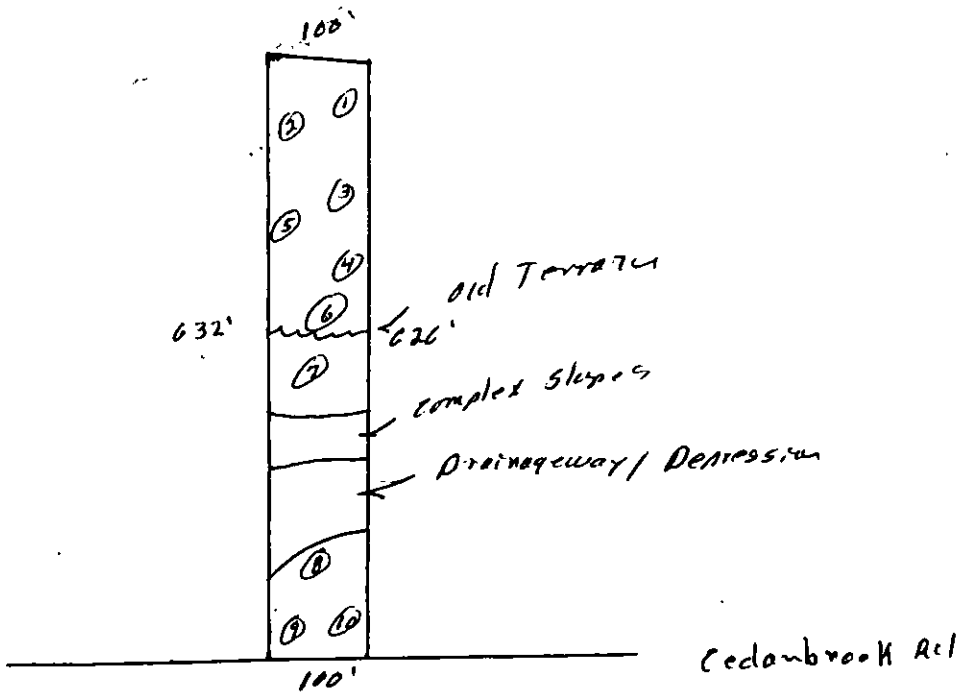
FILE # 13537

COMMENTS

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



FEE: 100.00 CHK # 2116

DATE: 2/18/99

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

[ ] CRT

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

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

FILE #: 13533

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-191-15

STREET ADDRESS: 7416 Cedarbrook Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 62D

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: 1771

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE March 1, 1999

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
X ON SLAB
__ 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: X YES __ NO TYPE: office

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 __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Vickers (FIRST) Robert (MI) D.	NAME: (LAST) (FIRST) (MI)
ADDRESS: 5416 Margaret Wallace Rd	DAYTIME PHONE: ( ) —
CITY: Matthews STATE: NC ZIP: 28105	
DAYTIME PHONE: (704) 545-8819	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Robert D. Vickers DATE: 2/8/99

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

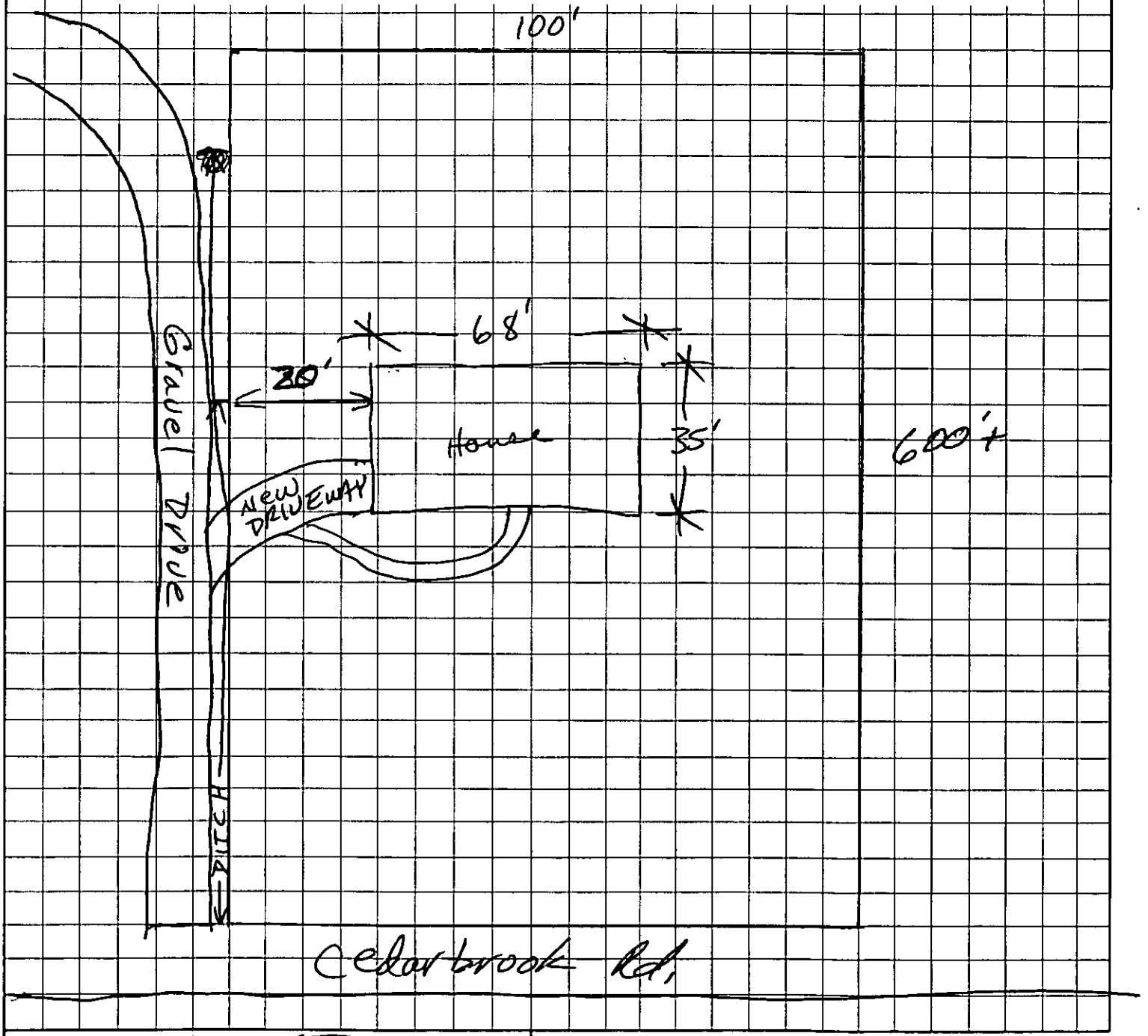
PROPOSED PLOT PLAN

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

FILE: 13533

TC: 111-191-15

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.



Robert A. Smith
OWNER/AGENT SIGNATURE

DATE 7/8/98

APPROVAL DATE _____

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

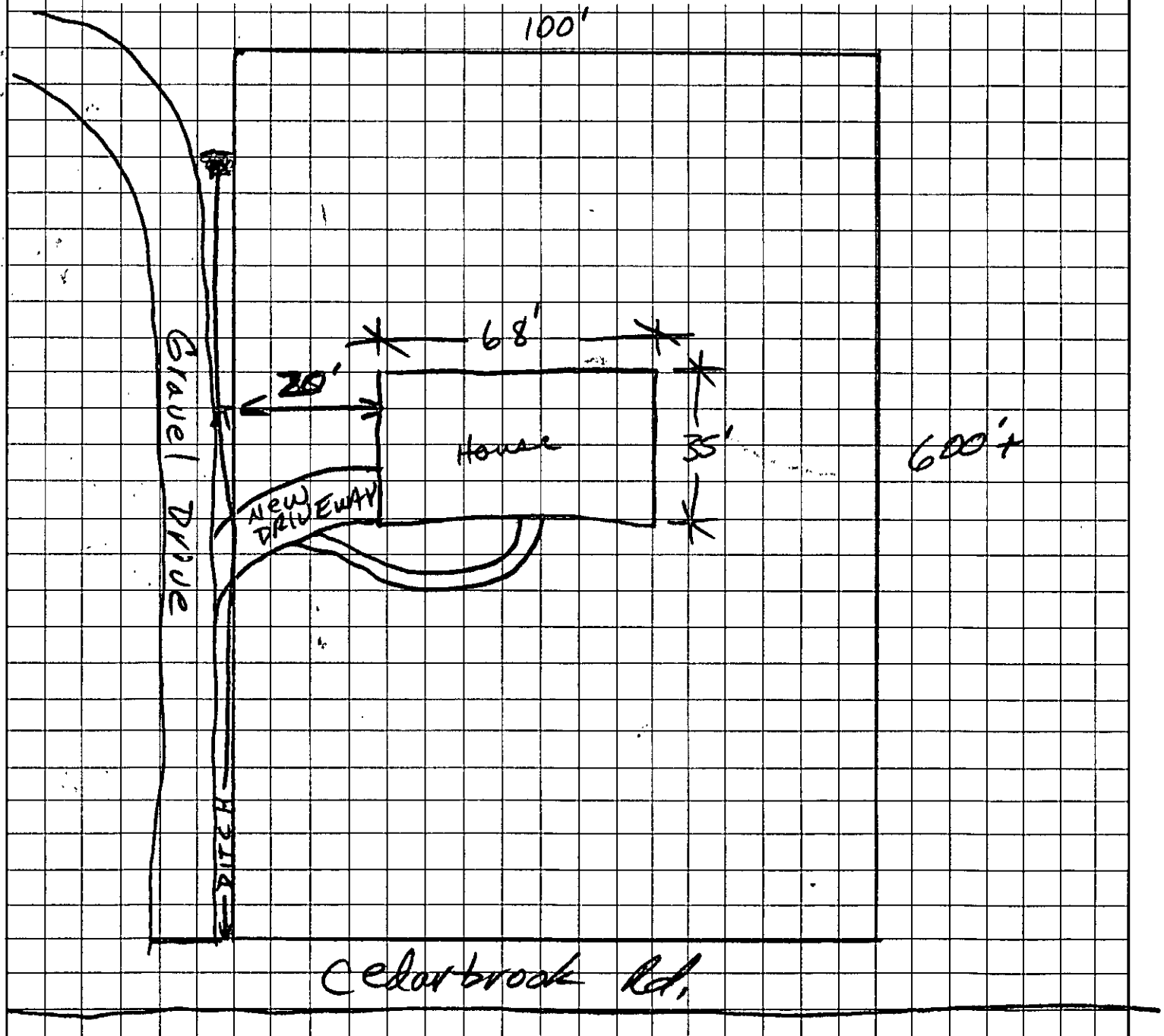
PROPOSED PLOT PLAN

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

FILE: 13533

TC: 111-191-15

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.



Robert D. Lash
OWNER/AGENT SIGNATURE

DATE 2/8/98

APPROVAL DATE _____

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

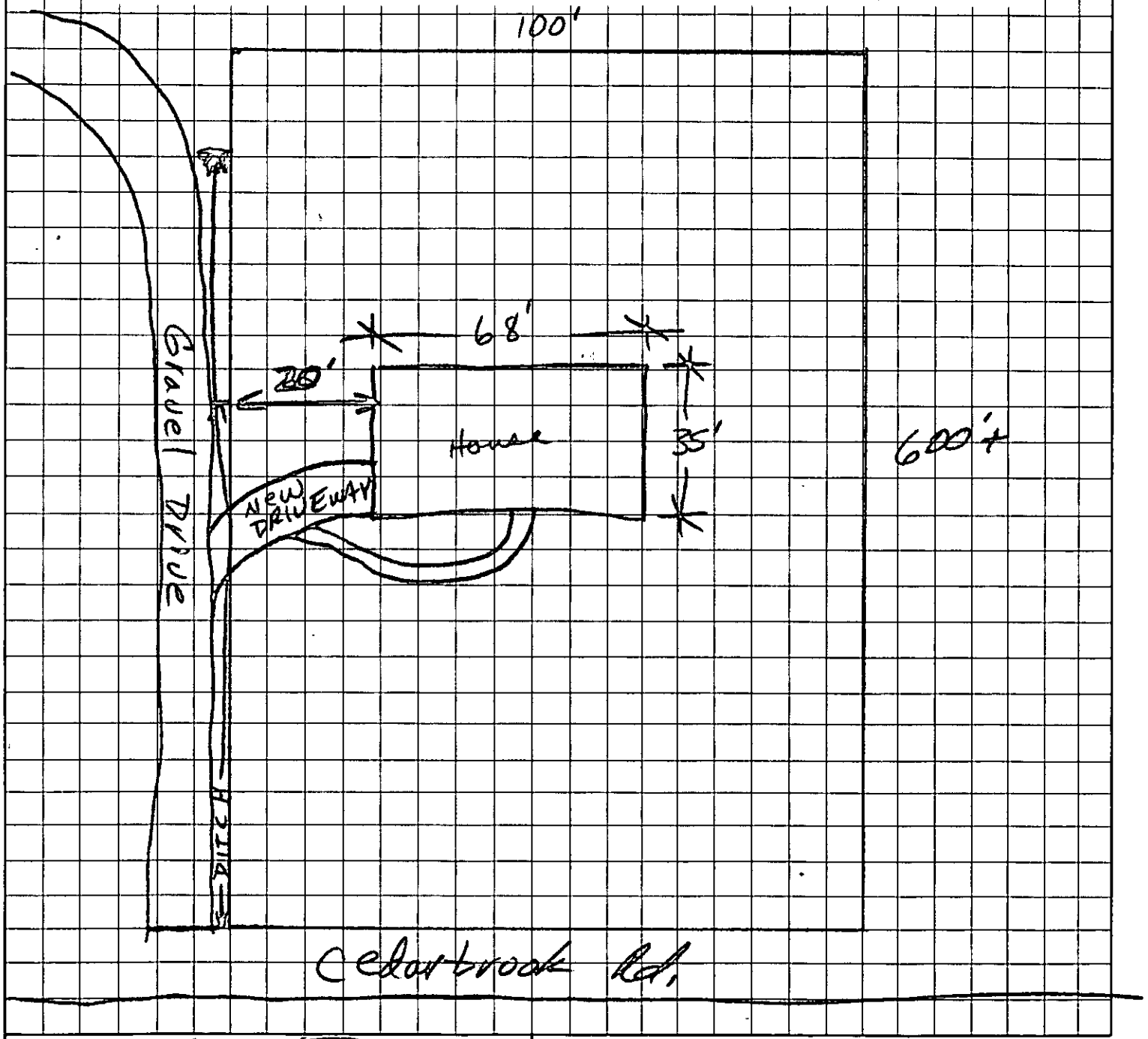
PROPOSED PLOT PLAN

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

FILE: 13533

TC: 111-191-15

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 Robert D. Lash

DATE 2/8/98

APPROVAL DATE _____

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

STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Instructions to Property Owners

1. North Carolina General Statute 47E requires owners of residential real estate (single-family homes and buildings with up to four dwelling units) to furnish purchasers a property disclosure statement. This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option and sale under a lease with option to purchase (unless the tenant is already occupying or intends to occupy the dwelling). A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see N.C.G.S. 47E-2.

2. You must check ☐ one of the boxes for each of the 20 questions on the reverse side of this form.

   a. If you check "Yes" for any question, you must describe the problem or attach a report from an engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.

   b. If you check "No", you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.

   c. If you check "No Representation", you have no duty to disclose the conditions or characteristics of the property, even if you should have known of them.

   * If you check "Yes" or "No" and something happens to the property to make your Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the purchaser a corrected Statement or correct the problem.

3. If you are assisted in the sale of your property by a licensed real estate broker or salesman, you are still responsible for completing and delivering the Statement to the purchasers; and the broker or salesman must disclose any material facts about your property which they know or reasonably should know, regardless of your responses on the Statement.

4. You must give the completed Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property. If you do not, the purchaser can, under certain conditions, cancel any resulting contract (See "Note to Purchasers" below). You should give the purchaser a copy of the Statement containing your signature and keep a copy signed by the purchaser for your records.

Note to Purchasers

If the owner does not give you a Residential Property Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract and be entitled to a refund of any deposit monies you may have paid. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 7416 Cedarbrook Dr. Charlotte N.C. 28215

Owner's Name(s): Lonnie + Billie Gardner

Owner(s) acknowledge having examined this Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Lonnie E Gardner Date 9-2-98

Owner Signature: Billie H. Gardner Date 9-2-98

Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain their own inspection from a licensed home inspector or other professional.

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

Property Address/Description: _____

[Note. In this form, "property" refers only to dwelling unit(s) and not sheds, detached garages or other buildings.]

Regarding the property identified above, do you know of any problem (malfunction or defect) with any of the following:

	Yes*	No	No Representation
1. FOUNDATION, SLAB, FIREPLACES/CHIMNEYS, FLOORS, WINDOWS (INCLUDING STORM WINDOWS AND SCREENS), DOORS, CEILINGS, INTERIOR AND EXTERIOR WALLS, ATTACHED GARAGE, PATIO, DECK OR OTHER STRUCTURAL COMPONENTS including any modifications to them?	☐	☑	☐
a. Siding is: ☐ Masonry ☐ Wood ☐ Composition/Hardboard ☐ Vinyl ☐ Synthetic Stucco ☐ Other _____			☐
b. Approximate age of structure? _____			☐
2. ROOF (leakage or other problem)?	☐	☑	☐
a. Approximate age of roof covering? _____			☐
3. WATER SEEPAGE, LEAKAGE, DAMPNESS OR STANDING WATER in the basement, crawl space or slab?	☐	☑	☐
4. ELECTRICAL SYSTEM (outlets, wiring, panel, switches, fixtures, etc.)?	☐	☑	☐
5. PLUMBING SYSTEM (pipes, fixtures, water heater, etc.)?	☐	☑	☐
6. HEATING AND/OR AIR CONDITIONING?	☐	☑	☐
a. Heat Source is: ☐ Furnace ☐ Heat Pump ☐ Baseboard ☐ Other _____			☐
b. Cooling Source is: ☐ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other _____			☐
c. Fuel Source is: ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Oil ☐ Other _____			☐
7. WATER SUPPLY (including water quality, quantity and water pressure)?	☐	☑	☐
a. Water supply is: ☐ City/County ☐ Community System ☐ Private Well ☐ Other _____			☐
b. Water pipes are: ☐ Copper ☐ Galvanized ☐ Plastic ☐ Other _____ ☐ Unknown _____			☐
8. SEWER AND/OR SEPTIC SYSTEM?	☐	☑	☐
a. Sewage disposal system is: ☐ Septic Tank ☐ Septic Tank with Pump ☐ Community System ☐ Connected to City/County System ☐ City/County System available ☐ Other _____			☐
9. BUILT-IN APPLIANCES (RANGE/OVEN, ATTACHED MICROWAVE, HOOD/FAN, DISHWASHER, DISPOSAL, etc)?	☐	☑	☐
10. OTHER SYSTEMS AND FIXTURES: CENTRAL VACUUM, POOL, HOT TUB, SPA, ATTIC FAN, EXHAUST FAN, CEILING FAN, SUMP PUMP, IRRIGATION SYSTEM, TV CABLE WIRING OR SATELLITE DISH, OR OTHER SYSTEMS?	☐	☑	☐
11. DRAINAGE, GRADING OR SOIL STABILITY OF LOT?	☐	☑	☐
12. PRESENT INFESTATION, OR DAMAGE FROM PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS which has not been repaired?	☐	☑	☐

Also regarding the property identified above, do you know of any:

13. ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES ?	☐	☑	☐
14. ENVIRONMENTAL HAZARDS (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination?	☐	☑	☐
15. COMMERCIAL OR INDUSTRIAL NUISANCES (noise, odor, smoke, etc.) affecting the property?	☐	☑	☐
16. VIOLATIONS OF BUILDING CODES, ZONING ORDINANCES, RESTRICTIVE COVENANTS OR OTHER LAND-USE RESTRICTIONS ?	☐	☑	☐
17. UTILITY OR OTHER EASEMENTS, SHARED DRIVEWAYS, PARTY WALLS OR ENCROACHMENTS FROM OR ON ADJACENT PROPERTY?	☐	☑	☐
18. LAWSUITS, FORECLOSURES, BANKRUPTCY, TENANCIES, JUDGMENTS, TAX LIENS, PROPOSED ASSESSMENTS, MECHANICS LIENS, MATERIALMEN'S LIENS OR NOTICE FROM ANY GOVERNMENTAL AGENCY that could affect title to the property?	☐	☑	☐
19. OWNERS' ASSOCIATION OR "COMMON AREA" EXPENSES OR ASSESSMENTS?	☐	☑	☐
20. FLOOD HAZARD or that the property is in a FEDERALLY-DESIGNATED FLOOD PLAIN?	☐	☑	☐

If you answered "Yes" to any of the above questions, please explain (Attach additional sheets, if necessary): _____

12. 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)_____

☐ 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 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 friable asbestos or existing environmental contamination. Inspections must be completed on or before Feb 28 99 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 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 (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 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 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 March 15, 99 at a place designated by Buyer. The deed is to be made to Robert Daniel Vickers and Tina Hasty Vickers

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. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

1) subject property must pass perk Test and Well Test.
2) subject property must Be 1.449 Acres or more.
3) All Easements, Restrictions, Rights of ways must Be Disclosed TO Buyer Before Acceptance.

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

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. 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 Robert D. Vickers (SEAL) Seller [illegible] (SEAL)
SS/Tax ID# 239-25-8025 SS/Tax ID# 249-64-6079

Buyer Tina H. Vickers (SEAL) Seller [illegible] (SEAL)
SS/Tax ID# 241-37-3975 SS/Tax ID# 238-66-6670
Date: 1-27-99 Date: 1-30-99

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 1-27-99 Firm: Brock Realty / Greg Brock
By: Mary Brock

Selling Agent/Firm/Phone: Greg Brock / Brock Realty / 704 573-7850 Acting as ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone: Frank Harris Realtors PC Flora 595-1191 Acting as ☐ Buyer's Agent ☒ Seller's (sub)agent ☐ Dual Agent

OFFER TO PURCHASE AND CONTRACT

Robert Daniel Vickers and Tina Hasty Vickers, as Buyer, hereby offers to purchase and Ronnie E Gardner, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 7416 Cedarbrook Dr Zip 28215
Legal Description: L62 BB 47-701
(☒ All ☐ A portion of the property in Deed Reference: Book 4505, Page No. 850, _____ 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 plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
NONE

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NONE

RDV THV

4. **PURCHASE PRICE:** The purchase price is $ ~~22,000.00~~ 23,500.00 and shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Brock 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) $ 23,000.00, 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 Feb 25, 99, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other Construction Loan loan at a ☐ Fixed Rate ☐ Adjustable Rate ☒ Other: Construction Loan in the principal amount of 77% of Project Amount for a term of 30 year(s), at an interest rate not to exceed 17.5 % per annum, with mortgage loan discount points not to exceed 1 % 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: None
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 purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, 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, 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 $ N/A per N/A.

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 loss from any cause or claim arising therefrom.