

13223 GRAYMIST DR

11123413

4/16/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
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DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

#3 ACS BMS

Sheet: _____
Property ID: 111-234-13, 14
Lot #: 23224
File #: 1860A, 1861A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Danny Wright
APPLICANT: _____
ADDRESS: 4322 Hancock Terrace, Charlotte
DATE EVALUATED: 1-11-01
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .93
LOCATION OF SITE: 13223 Graymere Dr.
PROPERTY RECORDED: _____
WATER SUPPLY: ☑Private ☐Public ☑Well ☐Spring ☐Other _____
EVALUATION METHOD: ☑Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☑Sewage ☐Industrial Process ☐Mixed

PROFILE #	SLOPE% 6-15% 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	0-16"	MIXED	F-11	2.54 7/1 @ 31"	41"	N/A	None	US IV
		16-19"	gr/cl	Fr/SEXP/SS/SP					
		19-41"	ABK SBA/C	F-I/SEXP/SS/P					
2	Depression	0-5"	gr/scl	Fr/SEXP/SS/SP	2.5Y 5/2 @ 34"	35"	N/A	None	US III
		5-35"	SBM/scl	Fr/SEXP/SS/P					
3	LS	0-3"	gr/sl	Fr/SEXP/SS/SP	2.5Y 6/1 @ 15"	20"	N/A	None	US
		3-5"	SBM/scl	Fr/SEXP/SS/SP					
		5-20"	SBK/sc	F-I/SEXP/SS/P					
4	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	>32" To soil wetness	32"	N/A	None	US
		4-32"	ABK/SBK/C	VF-I/Mixed/USI/MP					
5	LS	0-3"	gr/cl	Fr/SEXP/SS/MP	>34" To soil wetness	34"	N/A	None	US III/IV
		3-34"	SBK/C	F-I/SEXP/SI/P					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Martin LSS 1-12-01
OTHER(S) PRESENT: D. Walker, J. Layton

FILE # 1060A, 1060

COMMENTS 100% 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

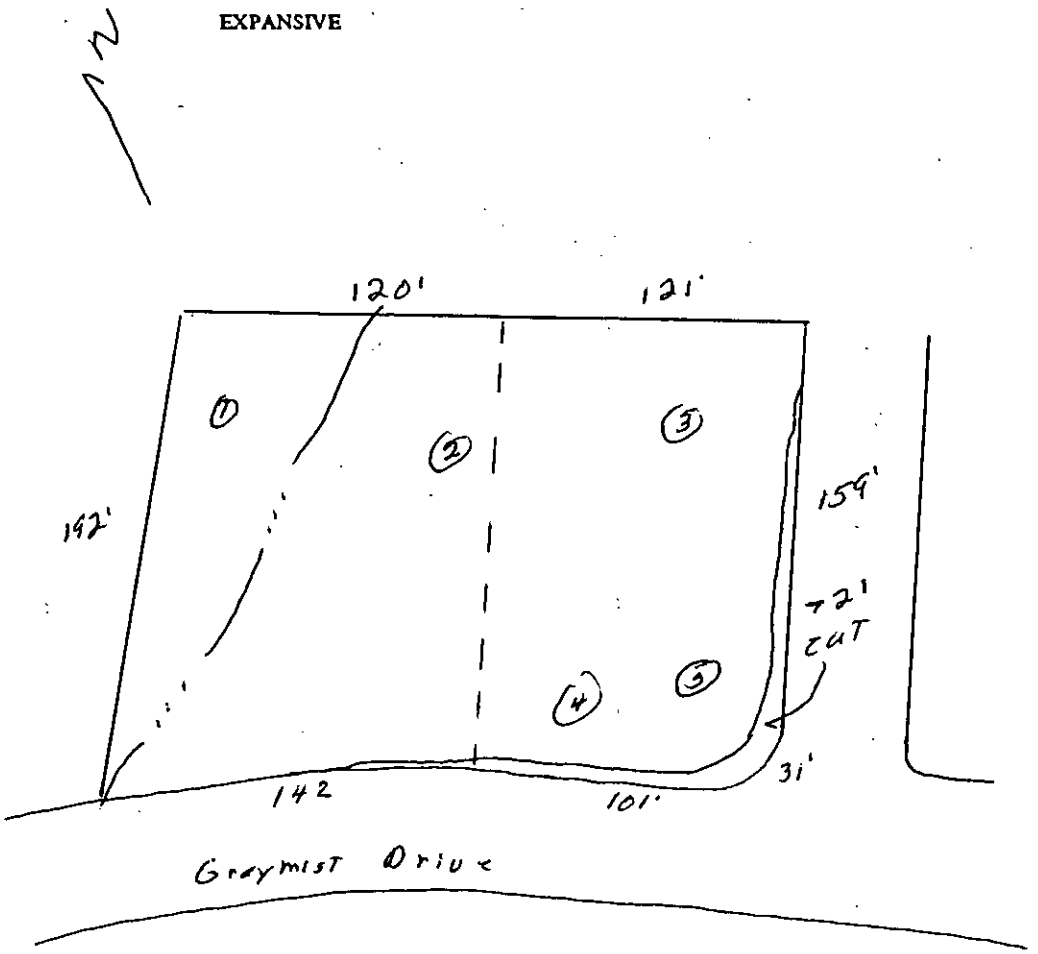
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 100.00 CK# 1675 DATE: 1/3/01

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

111

[ ] 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

Additional Site visit

FILE #: 1860A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 111

TAX/PARCEL NUMBER: 101-234-13

STREET ADDRESS: 13223 Centaymist Drive

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 23

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

.47
.46
.93

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS:

CLOSING DATE

House on 24, DF on 23

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ 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: __ YES __ NO TYPE:

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
__ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES __ NO
EXISTING WASTEWATER SYSTEMS __ YES __ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES __ NO
WELL, SPRINGS OR WATERLINES __ YES __ NO
DESIGNATED WETLANDS __ YES __ NO

PROPERTY OWNER:

NAME: (LAST) Wright (FIRST) Danny (MI) W

ADDRESS: 4322 Hancock Ter

CITY: Charlotte STATE: NC ZIP: 28269

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) –

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: Danny W Wright DATE: 1-3-2001

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

Mecklenburg County
Health Department

September 12, 2000

Eric S. Johnson
20444 Greenway Heights Drive
Cornelius, NC 28031

DANNY WRIGHT
4322 HANCOCK TRAIL
CHARLOTTE, NC

Re: Application for improvement permit for ~~1860A~~ 13223 GRAYMIST DRIVE
Health Department file no. 1860A

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on 1-11-01 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 3 BEDROOM RESIDENCE with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground adsorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

_____ Unsuitable soil topography and/or landscape position (Rule .1940)
__✓__ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
__✓__ Unsuitable soil wetness condition (Rule .1942)
__✓__ Unsuitable soil depth (Rule .1943)
_____ Presence of restrictive horizon (Rule .1944)
_____ Insufficient space for septic system and repair area (Rule .1945)
_____ Unsuitable for meeting required setbacks (Rule .1950)
_____ Other (Rule .1946)

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is _____. Meeting the 30 day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do no wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Andrew Walker

~~Philo S. Walker, R.S.~~
Authorized Agent - DENR

Encl: (2)

FEE: 100.00 CK # 1743
DATE: 5/2/97 gc

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

[ ] CRT

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

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

FILE #: 1861A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: new # 111-234-14

TAX/PARCEL NUMBER: 111-231-36 001 / ~~111-231-95 0015~~

STREET ADDRESS: Graymist Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: Graystone

LOT NUMBER: ~~23~~ 24

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1867

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

CLOSING DATE 05-30-97

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ 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: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES ✓ YES __ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Wright (FIRST) Danny (MI) W	NAME: (LAST) Lamm (FIRST) Kent (MI)
ADDRESS: 4322 Hancock Trl	DAYTIME PHONE: (~~346-6248~~
CITY: Charlotte STATE: NC ZIP: 28205	Coldwell Banker
DAYTIME PHONE: ( ) —	Mike Bolton - 619-3889 - Buyer

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: Michael C Bolton DATE: 05/02/97

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

Mecklenburg County
Health Department

June 26, 1997

Danny Wright
4322 Hancock Terrace
Charlotte, NC 28205

Re: lot #24, Graymist Drive
File: 1861A
Parcel: 111-231-36

Dear Mr. Wright:

Receipt of the plans and specifications for a conventional system of sewage disposal for the above property is hereby acknowledged. Upon receipt of the information, a review was made of the material on file and a site evaluation was conducted. The plan was then reviewed in conjunction with provisions of 15 NCAC 18A, .2900, "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal". Our comments are listed below:

.1945 AVAILABLE SPACE
(a) Sites shall have sufficient available space to permit the installation and proper functioning of ground absorption sewage treatment and disposal systems, based upon the square footage of nitrification field required for the application rate determined in accordance with these Rules.
(b) Sites shall have sufficient available space for a repair area equal to the area determined in Rule .1945 (a) of this Section.

For these reasons, the plans as submitted are disapproved: However, state regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 15 NCAC 18A .1948 (c) are met.

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

If I may be of any assistance, please feel free to contact me at 336-5570.

Sincerely,

Philo S. Walker R.S.

Philo S. Walker, R.S.
Individual Water and Wastewater Systems

PW:gc

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

D400 #2

Sheet 1 of 1
PROPERTY ID #:
COUNTY: 180 IA

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

111-231-36

OWNER: Doug M. Wright APPLICANT:
ADDRESS: 4322 Hemerocallis Dr. Charlotte APPLICATION DATE: DATE EVALUATED:
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .4
LOCATION OF SITE: Fragment Dr. PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE % (Slopes up to 15%)	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) 1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) 1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS 1942 SOIL WETNESS/ COLOR	1943 SOIL DEPTH	1956 SAPRO CLASS	1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	Drainageway	0-14"	gr/scl	Fr/SEXP/SS/SP	2.5Y6/1 @ 10"	>14"	N/A	None	US
2	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	2.5Y N/1 @ 21"	21"	N/A	None	US
		6-12"	SBK/C	Fi/SEXP/SP					
		12-21"	SBK/C	Fi-VFi/EXP US/VP					
3	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	>44" To soil wetness	44"	N/A	None	PS .39/F2 IV
		6-33"	SBK/C	Fi/SEXP/SP					
		33-44"	SBK/scl	Fr/SEXP/SS/SP					
4	LS	0-8"	gr/scl	Fr/SEXP/SS/SP	>40" To soil wetness	40"	N/A	None	PS .39/F2 IV
		8-30"	SBK/C	Fi/SEXP/SP					
		30-40"	SBK/scl	Fr/SEXP/SS/SP					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY: William B. Marlin 5-13-97
OTHER(S) PRESENT: LSS

COMMENTS: 10Z Reservoir

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
(Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
(Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)			MOIST	WET
(Ridge)		SCL (Sandy Clay Loam)				
(Shoulder Slope)		SLC (Silt Loam Clay)			VFR (Very Friable)	NS (Non-sticky)
(Terrace)					FR (Friable)	SS (Slightly Sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FI (Firm)	S (Sticky)
		SIC (Silty Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
					EFI (Extremely Firm)	NP (Non-plastic)
		O (Organic)	None			SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

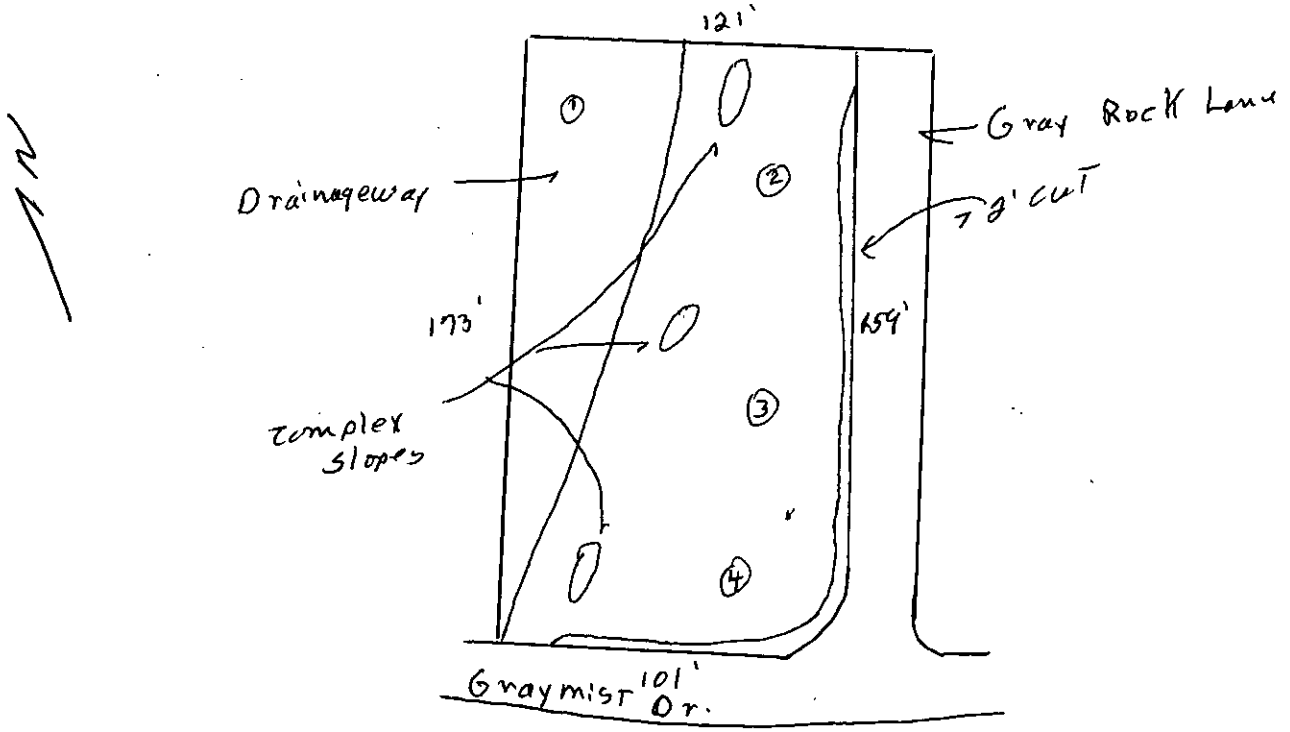
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
PROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

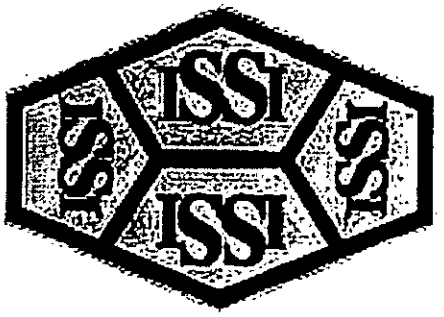
valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

1661A





Imaging Solutions and Services, Inc

The following is a

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ISSI Operations Center Staff

File 1861A

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

Michael E. and Sheila W. Bolton, as Buyer, hereby offers to purchase and Branch Banking and Trust Company, 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 Lot 23 and Lot 24 Graymist Zip 28215
Legal Description: 123-M21-466 and L24 M21-466
(☐ All ☐ A portion of the property in Deed Reference Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

4. **PURCHASE PRICE:** The purchase price is $ 16,500.00 / 17,500 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 Allen Tate Co. 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 N/A.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 16,000.00, 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 N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % 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: N/A.
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 N/A 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 deed 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 [illegible]

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: Single Family Residential
(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 cash adjusted between the parties as of the date of 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.
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 of all documents required to secure the balance of the purchase price unpaid at closing.

8. **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 same, if any, being paid by Seller.

9. **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, surveys, deeds, notes and deeds of trust and easements relating to the Property.

10. **LIENS 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 and the Property against any liens arising therefrom.

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 May 15, 1997. 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 May 30, 1997, at a place designated by Buyer. The deed is to be made to Michael E. and Sheila W. Bolton.

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.)

(A). Buyers must approve soil environmental study from Mecklenburg County for house plans and driveway. (B). Buyers must approve all restriction of subdivision before closing. (C). Buyers must approve drainfield location across lots 23 and 24.

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 _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# 245-45-1574 SS/Tax ID# _____

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# 400-19-1288 SS/Tax ID# _____
Date: 4/13/97 Date: _____

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

Date April 13, 1997 Firm: Allen Tate Co.
By: _____

Selling Agent/Firm/Phone Judy Osborne/ Allen Tate Co. 889-Sold (7653) Acting as ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone Kent Lamm/ Coldwell Banker Flouhouse Acting as ☐ Seller's (sub)agent ☐ Dual Agent

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 10823

File: 1861A Action SD

Parcel: 11123103

Location: 13231 Graymist Drive

Subdivision:

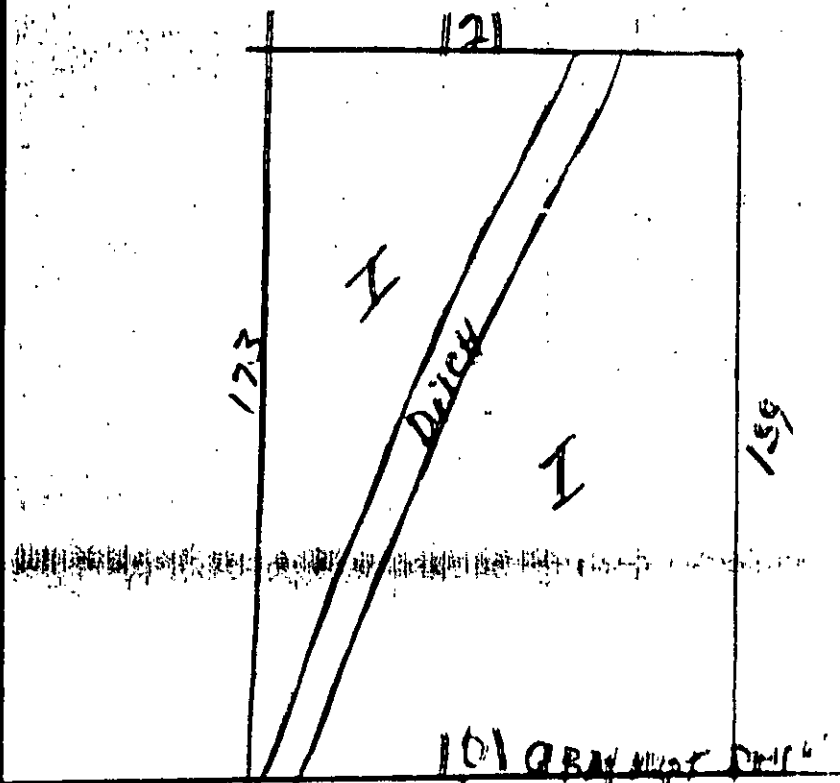
Lot: 124 Block: Acres: 5

Owner: Edward Gary Gray
Address: P. O. Box 23391
Charlotte, NC 28212

Comments:

Described by: W. B. Ramsey

Date: 5-27-86



*** EVALUATION KEY ***

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

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S (PS) U 2-4	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS (U) 25-30	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S (PS) U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	II-2 Monacan					
Area Classification	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U

Comments: 6"