

12/31/2007

duponbj

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

Mecklenburg County
Health Department

April 15, 1998

Estate of Bill Ritchie
5000 Walnut Cove Road
Chapel Hill, NC 27514

Re: Harwood Lane
File: 2450B
Parcel: 031-201-06

To whom it may concern:

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)**, .1942 **SOIL WETNESS CONDITIONS**, .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 336-5575.

Sincerely,

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

Mecklenburg County
Health Department

Estate of Bill Ritchie
5000 Walnut Cove Road
Chapel Hill NC 27514

Re: Harwood Lane
File: 2450-B
Parcel: 031-201-06

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

Sincerely,

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

. 1941

. 1942

. 1943

. 1945

FEE: 100.00 CK # 3578
DATE: 4/3/98

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

COPY

FILE #: 24568

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 031-201-06

STREET ADDRESS: Harwood Ln 1.26

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 5

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1771

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

CLOSING DATE May-1-98

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) Bell (FIRST) Ritchie, (MI) Estate of

ADDRESS: 5000 Walnut Cove Rd

CITY: Chapel Hill STATE: NC ZIP: 27514

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Taylor (FIRST) Donald (MI) W

DAYTIME PHONE: 001 827-3149 (1-800-292-4057

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: Don Taylor DATE: 4-3-98

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

COPY

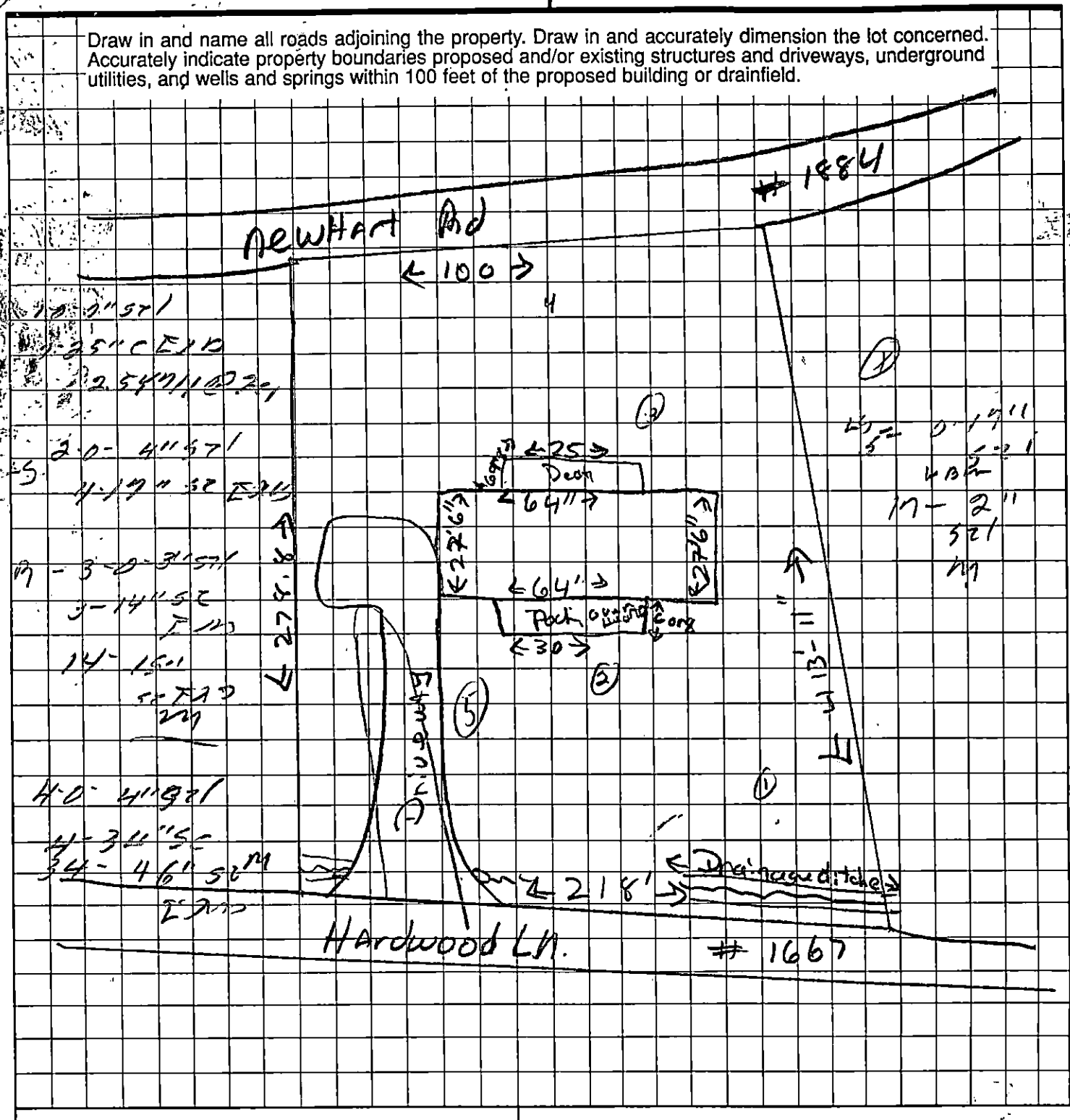
PROPOSED PLOT PLAN

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

FILE: 2458B

TC: 03-20-06

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

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

Mecklenburg County
Health Department

TELECOPIER TRANSMITTAL COVER SHEET

NOTICE

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

TO: Don Taylor - Applicant TELECOPIER # 465-1140

FROM: IWW2 DATE 4/21/98

NUMBER OF PAGES TRANSMITTED: 2 (including cover sheet)

COMMENTS:

per your request

If you do not receive all pages, please call us as soon as possible at the following number: (704)336-5102.

[X] Original will not follow [ ] Original will follow via:

[ ] U.S. Mail [ ] Hand Delivery [ ] _____.

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

SOIL/SITE EVALUATION — #3
for ON-SITE WASTEWATER SYSTEM

24538 (400)
031-20I-06

OWNER: Bill Ritchie Estate Joseph Neil APPLICANT: _____
ADDRESS: 5000 Walnut Cove Rd DATE EVALUATED: _____
PROPOSED FACILITY: residence APPLICATION DATE: _____ PROPERTY SIZE: 1.26
LOCATION OF SITE: Hanwood Farms PROPOSED DESIGN FLOW (.1949): 480gpd/ 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 %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS 1942 SOIL WETNESS/ COLOR	1943 SOIL DEPTH	1956 SAPRO CLASS	1944 RESTR HORIZ	PROFILE CLASS & LTAR
	Slopes 6-15%								
1	A	0-7"	gr/scl	Fr/SExPl/SS/SP	2.5Y 7/1 @ 24"	25"	N/A	None	US
		7-25"	SBK/C	VFi/ExPl/VS/VP					
2	LS	0-4"	gr/scl	Fr/SExPl/SS/SP	7/17" TO soil wetness	17"	N/A	None	US
		4-17"	SBK/SC	VFi/ExPl/VS/VP					
3	A	0-3"	gr/scl	Fr/SExPl/SS/SP	7/18" TO soil wetness	19"	N/A	None	US
		3-14"	SBK/SC	VFi/ExPl/VS/VP					
		14-18"	M/SC	VFi/ExPl/VS/VP					
4	LS	0-4"	gr/scl	Fr/SExPl/SS/SP	7/6" TO soil wetness	34"	N/A	None	US
		4-34"	SBK/SC	VFi/ExPl/VS/VP					
		34-46"	M/SCl	Fi-VFi/ExPl/VS/VP					
5	LS	0-17"	gr/scl	Fri/SExPl/SS/SP	7/2.5" TO soil wetness	21"	N/A	None	US
		17-21"	M/SCl	Fr-Fi/SExPl/SS/SP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. A. Marlin 4-7-98
OTHER(S) PRESENT: LSS

COMMENTS: Does not appear to be full depth

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

APROLITE S(suitable) or U(unsuitable)

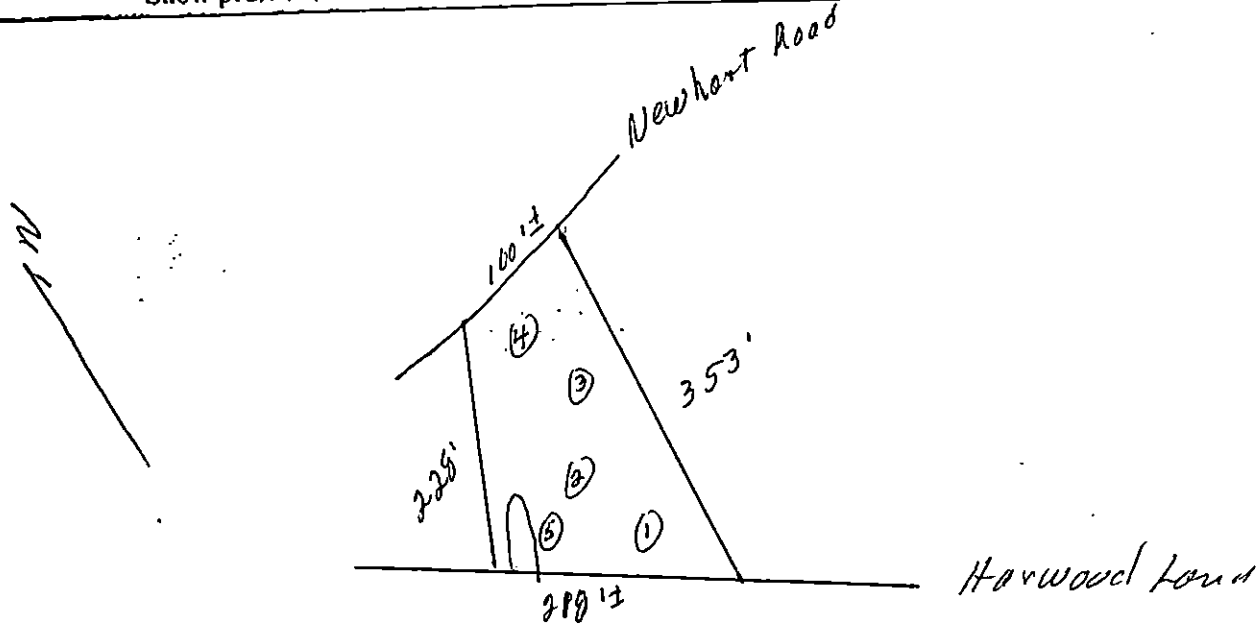
OIL WETNESS Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designati

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).



FEE: 100.00 CK # 3578

DATE: 3/31/98 SC

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 #: 24588

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 031-201-06

STREET ADDRESS: Harwood Ln

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 5

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: 1771

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

CLOSING DATE May-1-98

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

C. Ritchie Bell

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: ~~Bell Ritchie, Estate of~~ (LAST) (FIRST) (MI)	NAME: Taylor Donald W (LAST) (FIRST) (MI)
ADDRESS: 5000 Walnut Cove Rd	DAYTIME PHONE: 704 827-3149 (1-800-292-4057
CITY: Chapel Hill STATE: NC ZIP: 27514	
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: Don Taylor DATE: 4-3-98

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

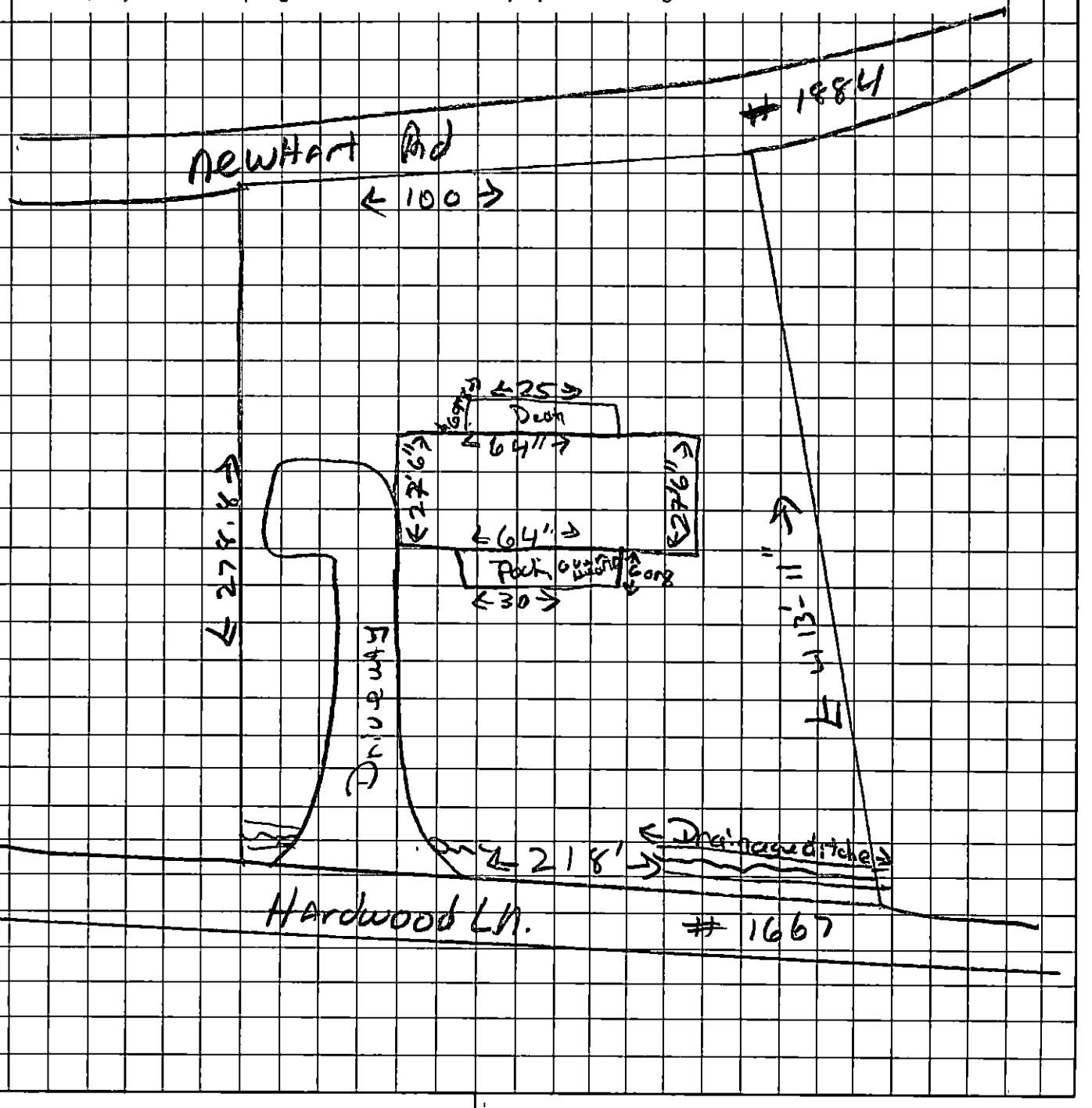
PROPOSED PLOT PLAN

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

FILE: 24588

TC: 03-201-06

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

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

2458

OFFER TO PURCHASE AND CONTRACT

Donald W. Taylor Jr. and Mary B. Taylor, as Buyer, hereby offers to purchase and C. Ritchie Bell, Thomas Taylor, John Taylor, Taylor-Bell, David Bell, 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 Harwood Lane, Charlotte, NC Zip 28214
Legal Description: 05130106 001
(☐All ☐A portion of the property in Deed Reference: Book 08379, Page No. 0062/0063 Mecklenburg 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

4. **PURCHASE PRICE:** The purchase price is $ 16,500.00 and shall be paid as follows:
(a) $ 300.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by C. Ritchie Bell, Murphy and Rudolph 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) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than .
(c) $ 0, 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) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 16,200.00, 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 April 1, 1995, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: in the principal amount of 16,300.00 for a term of 30 year(s), at an interest rate not to exceed 11 % per annum, with mortgage loan discount points not to exceed 2 % 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.

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 _____.

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.

Kathryn Horton Realty 111-A East Charlotte Avenue Mt. Holly NC 28120
Phone: 704-827-5040
Fax: 704-827-8937

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 _____ _____, on or before _____ ☐AM ☐PM, on _____, or until withdrawn by the Buyer, whichever occurs first.

2. _____ **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 4 bedroom home, or Modular home
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 1 April 95.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for a Conventional Septic System.
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. _____ **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. _____ **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. _____ **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 monies paid shall be returned to Buyer.

8. _____ **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. _____ **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: Don Taylor (SEAL) Date 3-3-98

Buyer: Mary Taylor (SEAL) Date 3-3-98

Seller: C. Ritchie Bell; David R. Bell (SEAL) Date 18 III 98

Seller: Thomas A. Taylor 3-21-98; John F. Taylor 3-26-98; Ann Taylor Folkert 3-27-98 (SEAL) Date _____