

12/27/2007

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Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

FEE: 55.00 CK# 2197

DATE: 11/21/97 SC

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

409

[ ] 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

Consultation

FILE #: 2326B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-021-34

STREET ADDRESS: Hickory Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: #2

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: 1200 Sq. Ft.

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 6

CLOSING DATE 12/15/97

Consultation made
12-3-97
Harvey Spurr
W. A. Allen

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: Carrette Selmon E
(LAST) (FIRST) (MI)

ADDRESS: 3012 Holland Rd

CITY: Apex STATE: N.C. ZIP: 27502

DAYTIME PHONE: (919) 363 - 9705

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ~~Harvey~~ Spurr Harvey W.
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 564 - 1970

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: X W. A. Allen DATE: 11/19/97

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

COPY

Map Book 27 Page 362

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NCPLS # L-2646

K. M. PAGE
(NOW OR FORMERLY)
7602/0552

#222

NORTH PER DEED: 7602/0552

VICINITY MAP
NOT TO SCALE

SITE

ROBINSON CHURCH ROAD
IRWIN ROAD
HICKORY DRIVE
PINE CIRCLE
HICKORY DRIVE

O.I.
PP
94.11
N 81°17'30" E
284.43
N 00°01'01" E 230.00
199.98
30.02
N 07°42'30" W
453.40
359.25
S 79°15'40" E
337.74
367.86
S 87°59'00" E
539.40
416.21
IRWIN ROAD
EXIST'G. 60' PUBLIC R/W
35' SETBACK
EDGE OF PVMT.
AREA IN R/W
0.803 AC. DEDICATED TO
NCDOT
C1
C2
C3
C4
S 48°11'11" W
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S 47°01'00" W
610.00
S 05°47'00" W 10.00
100.00
S 84°13'00" E
100.00
HICKORY DRIVE
EXIST'G. 60' PUBLIC R/W

LOT 2
AREA:
GROSS: 4.0 AC.
NET R/W: 3.197 AC.

LOT 1
AREA:
GROSS: 3.965 AC.
NET R/W: 3.526 AC.

TOTAL AREA IN R/W
1.229 AC. DEDICATED TO
NCDOT

1) TAX CODE 108-021-34.
2) PROPERTY ZONED R-3 PER MECKLENBURG COUNTY.
FRONT SETBACK 30'
SIDEYARD 6'
REARYARD 45'
3) IRON PINS AT ALL CORNERS.
4) THIS PROPERTY DOES NOT LIE IN ANY FLOOD-PRONE HAZARD AREA.
5) THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

FILED FOR
REGISTRATION
MAR 7 1996
AT 14:43
JUDITH A. GIBSON
MECKLENBURG COUNTY, N. C.
REGISTER OF DEEDS

APPROVED IN ACCORDANCE WITH WITH THE ENGINEERING REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF MECKLENBURG COUNTY, NORTH CAROLINA.

COPY

OFFER TO PURCHASE AND CONTRACT

Harvey W. Spurr and wife, Donna Spurr (H.S. and wife DS) , as Buyer, hereby offers to purchase and Selmon E. Cartrette and wife, Mae Cartrette , as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address Lot 2 Hickory Drive Zip _____
Legal Description: Lot 2 Map Book 27, page 362 - Tax Parcel #108-021-34
(☐ 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 and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A Vacant Land

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

4. PURCHASE PRICE: The purchase price is $50,000.0 and shall be paid as follows:
(a) $ 1,000.00 , EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Roger S. Cardinal, Attorney, 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) $ $49,000.00 , 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 N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of _____ year(s), at an interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: Seller's Standard Cost (See Paragraph 8).
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 $ 0.00 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.

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) vacant land

☐ 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 N/A. 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 December 15, 1997, at a place designated by Buyer. The deed is to be made to as directed by Buyer.

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.) Property must be able to be subdivided into three lots meeting all governmental requirements. Purchaser has fifteen days from date of execution of contract to satisfy this condition. If condition is not satisfied within fifteen days, *

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. EFFECTIVE DATE: 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.

*Purchaser may void contract. Each lot must perk per county inspection.

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

Buyer Hoy W Spruce (SEAL) — Seller Elmon E Cartrette 241-42-9316 (SEAL)
SS/Tax ID# 237 06 1886 — SS/Tax ID# 241-42-9316

Buyer Donna M Spruce (SEAL) — Seller Mae Cartrette (SEAL)
SS/Tax ID# 237-13-3278 — SS/Tax ID# 240-62-1025
Date: 11-13-97 — Date: 11-14-97

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 11/13/97 Firm: Cardinal & DeCarteret
By: Roger S Cardinal

☐ Buyer's Agent
☐ Seller's (sub)agent

Selling Agent/Firm/Phone _____ Acting as ☐ Dual Agent

☐ Seller's (sub)agent

Listing Agent/Firm/Phone _____ Acting as ☐ Dual Agent

FEE: 35.00 CK # 299

DATE: 11/21/97 JC

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

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DEPARTMENT OF ENVIRONMENT,
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Consultation

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NUMBER OF OCCUPANTS: 6

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/ CRAWL SPACE
___ WITH BASEMENT /PLUMBING
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Consultation made 12-3-97
Harvey Spurr present
Dr. A. Mucci

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SIGNED: X [signature] DATE: 11/19/97

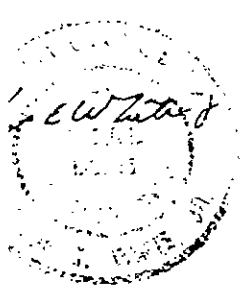
MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

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Map Book 27 Page 362

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NCPLS # L-2646



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(NOW OR FORMERLY)
7602/0552

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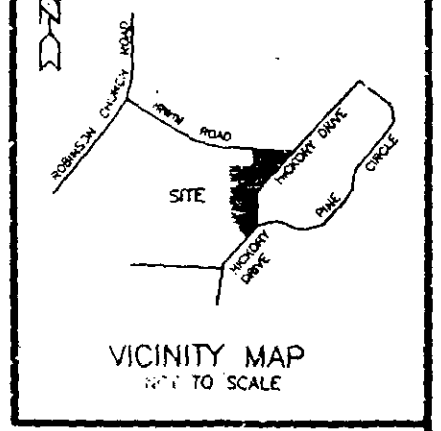
PP

30.02

PP

222

NORTH PER DEED: 7602/0552



VICINITY MAP
NOT TO SCALE

IRWIN ROAD
EXIST'G. 60' PUBLIC R/W

S 87°59'00" E
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30' SETBACK

EDGE OF PVMT.

PP

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FILED FOR REGISTRATION
MAR 7 1996
AT 12:45
JUDITH A. GIBSON
MECKLENBURG COUNTY, N. C.
REGISTER OF DEEDS

LOT 2
AREA:
GROSS: 4.0 AC.
NET R/W: 3.197 AC.

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S 79°15'40" E
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PP

AREA IN R/W
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NCDOT

50' SETBACK

C1

C2

C3

C4

S 48°11'11" W
330.61

S 47°01'00" W
610.00

EDGE OF PVMT.

O.I.

O.I.

S 05°41'00" W
100.00

10.00

100

LOT 1
AREA:
GROSS: 3.965 AC.
NET R/W: 3.526 AC.

HICKORY DRIVE
EXIST'G. 60' PUBLIC R/W

TOTAL AREA IN R/W
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