

19326 BARRNETTE AV

00510312

12/31/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2673B DATE: 2/9/00

TC: 005 103 11 ☒ L ☐ CRT

SERIAL Nº 18275

Name of Owner Danny Skidmore Juris.: _____

Address of Property 19326 Barnette Ave

Inspection Data:

Tank Material PCC

Total Length of Drainfield 500'

Number of Lines 5 @ 100'

Cover Depth 12" - 20"

Water Supply Source Municipal

Distance to Water Source >10'

Excavation Inspected 2/9/00

Tank(s) Inspected 2/9/00

Wash Line Inspected plumb to tank

High Water Alarm Inspected NA

PLOT

Design 2000, 1500ST, CON, 1500SFT, 12"stone cecil CTR# A Cornelius
Grading

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired
☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Septic system designed for a 3 bedroom residence
Type IIa

Phil L. Walker RS.
Environmental Health Specialist

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

INSTALLATION/CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

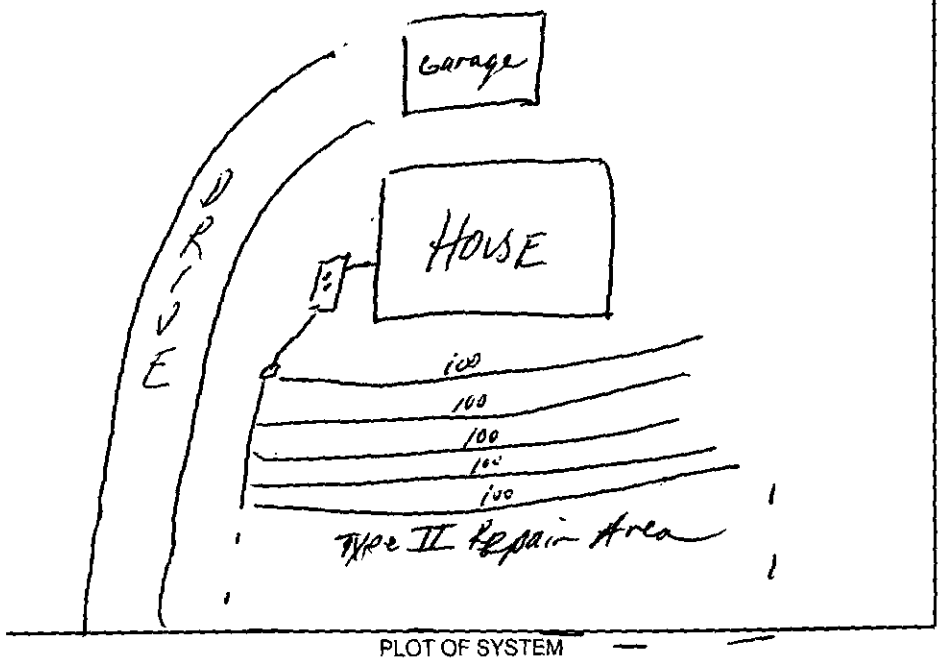
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2673B DATE: 2/7/00

TC: 005 103 11 ☒ L

SERIAL Nº 17537

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 9/21/98. All work shall be completed on or before 3/7/00, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous Yes

Total Line Length 500' feet

Number of Lines 5 (100')

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well Municipal feet

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

NAME OF OWNER Danny Skidmore

LOCATION OF PROPERTY 19326 Barnette Ave

Comments: 1500 ST, 5 lines x 100' long x 3' wd x 12" stone
Keep the septic system >50' from any well / Keep the drainfield on contour of the land

Phil S Walker RS.

Environmental Health Specialist

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

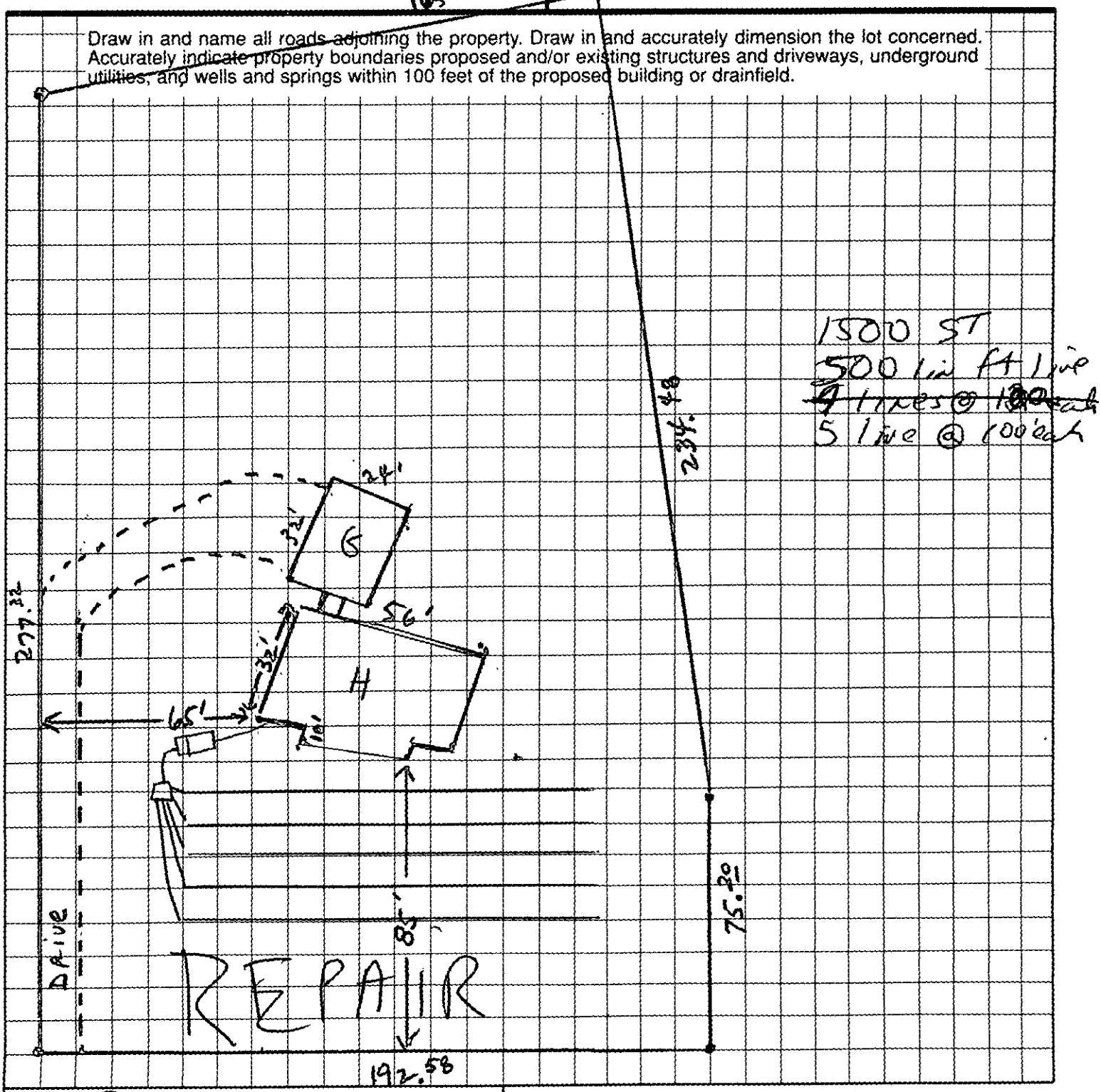
PROPOSED PLOT PLAN

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

FILE: 2673-B

TC: 10 005-103-11

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.



X Danny Graham
OWNER/AGENT SIGNATURE

DATE 12-8-98

APPROVAL DATE _____

1/8" = 4'

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

DATE Dec. 8, 1998

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Corn

005-103-11 & 12
PARCEL NUMBER

19326 Barnette AV
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

Lots # 6 & 7
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	____APPROVED	____NOT APPROVED
2. FLOODWAY REGULATIONS	____APPROVED	____NOT APPROVED
3. WATERSHED PROTECTION	____APPROVED	____NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	____APPROVED	____NOT APPROVED
5. PUBLIC UTILITY EASEMENT	____PRESENT	____NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	____YES	____NO
7. DRIVEWAY PERMIT REQUIRED	____YES	____NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	____YES	____NO

REMARKS: SF

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

REVISED 1/91

SIGNED: Doug A. Hunn

ck # 192

FEE: 200 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 12/8/98 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 12-8-98 **PERMIT NO:** 2673-B
PARCEL NO: 005 103-11

JOB LOCATION ADDRESS: 19326 Barnette Rd
PROPERTY OWNER: Danny Skidmore
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ **DATE:** 12-8-98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2673-B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

X Danny Skidmore 12-8-98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 2673-B

Tax Number: 005-103-11

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
-24 Long-term acceptance rate	360 Max gallons/day wastewater flow	1500 Absorption Area (sq ft)	9 Trench spacing (min. on centers)	
Apo Serviced by private well	1500 Gallon septic tank	500 Total trench length (ft)	9 Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: a				
Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1500 Absorption Area (Sq ft) 500 Total Trench Length (Ft)	12" Depth of Stone Trench	___ Trench spacing (min. on centers)	___ Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for th Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effec at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Departmen
- This Improvement permit is transferable.

[signature] 12-8-98
DEHNR Authorized Agent Date

[signature] 12-8-98
Owner/Agent Signature Date

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

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

IWWS-100195

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

PO 005-103-11
605-103-12

Sheet ____
PROPERTY ID #: ____
Lot # : 72 P06
File # : 267313

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

OWNER: Jack H. Sherrell
APPLICANT: ____
ADDRESS: 2 Tomochichi Isle, Savannah, Ga.
DATE EVALUATED: 10-16-96
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: 1.25 A
LOCATION OF SITE: 19334 Barnett Ave
PROPERTY RECORDED: ____
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other ____
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	3 slopes 2-6% .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
1	LS	0-7"	gr/sl	Fr/SEXP/NS/WP	>46" TO soil wetness	31"	US	None	II US .24gpf
		7-31"	SBK/C	F:/SEXP/SS/P					
		31-46"	M/C1	F:/SEXP/SS/SP					
2	LS	0-12"	gr/sl	Fr/SEXP/NS/WP	>46" TO soil wetness	46"	N/A	None	IV .375gpf PS
		12-24"	SBK/SC1	Fr-F:/SEXP/SS/SP					
		24-48"	SBK/SC	F:/SEXP/SS/P					
3	LS	0-7"	gr/sl	Fr/SEXP/NS/WP	>41" TO soil wetness	41"	N/A	None	PS .24gpf IV
		7-15"	SBK/SC1	F:/SEXP/SS/SP					
		15-41"	ABK SBK/C	F:/SEXP/SP					
4	LS	0-8"	gr/sl	Fr/SEXP/NS/WP	>25" TO soil wetness	25"	US	None	US IV
		8-25"	SBK/C ABK	F:/SEXP/SP					
		25-41"	M/C1	F:/SEXP/SS/SP					

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

OTHER FACTORS (.1946): ____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. R. Martin 10-16-96
OTHER(S) PRESENT: LSS

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

Sheet ____
PROPERTY ID #: ____
Lot # : ____
File # : 2673B

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: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON 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
5	LS	0-9"	gr/SCl	Fr/SEXP/SS/SPO	7 32" TO Soil wetness	32"	NH	None	MS .34 gpd/ft² IV
		9-32"	SBK/SC	Fi/SEXP/SS/PO					

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

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

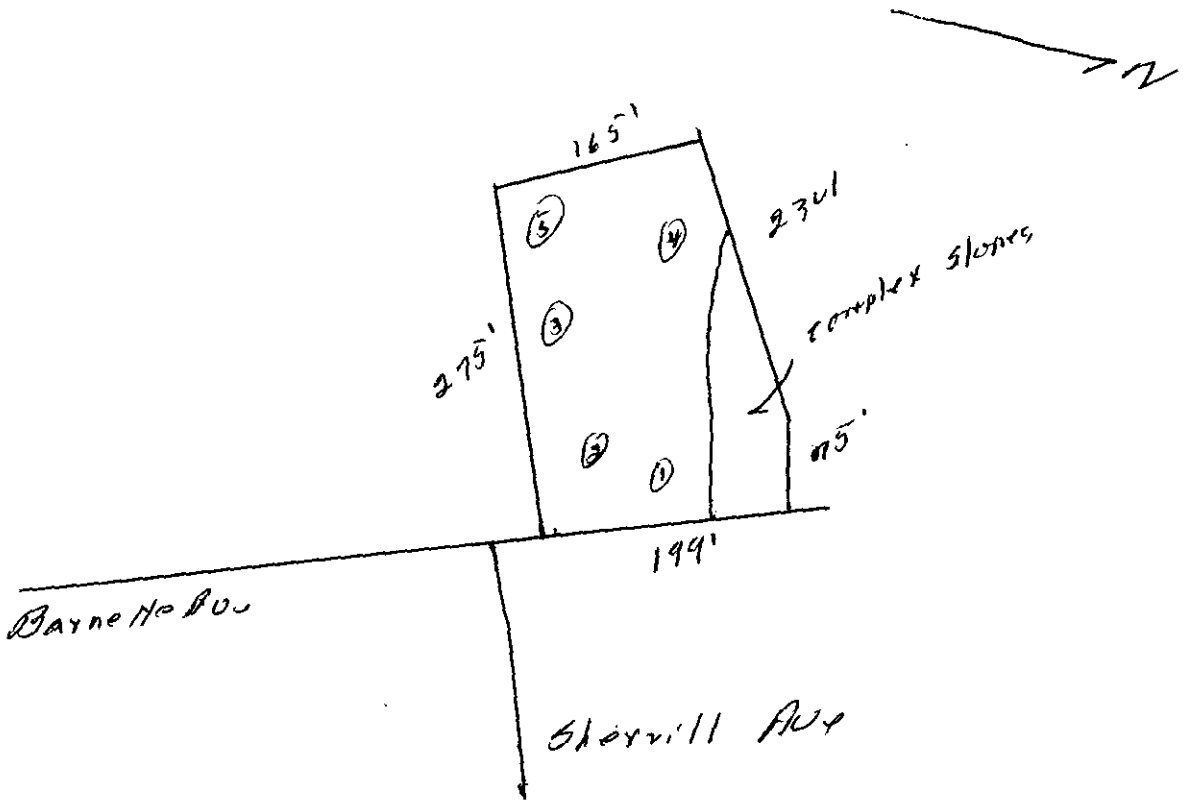
FILE # 26738

COMMENTS 100% Repair - use .24 g/ft²/d LTAR
Weak Structure + Angular Blocks

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	CONSISTENCE 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 #3103
DATE: 9/21/98 SC

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 #: 26738

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 005-103-11 & 12

STREET ADDRESS: ~~19334~~ Bennett Ave 19326

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: #6 #7

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1850

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 10-21-98

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X NO TYPE: _____

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ SHARED WELL (S)
✓ MUNICIPAL (M) CMUD
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: Sherrill Jack H.
(LAST) (FIRST) (MI)

ADDRESS: 2 Tomochichi LN

CITY: Savannah STATE: GA ZIP: 31411

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ~~Skidmore~~ Dove Danny N. LARAY
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 892-3318

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 Skidmore DATE: 9-21-98

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

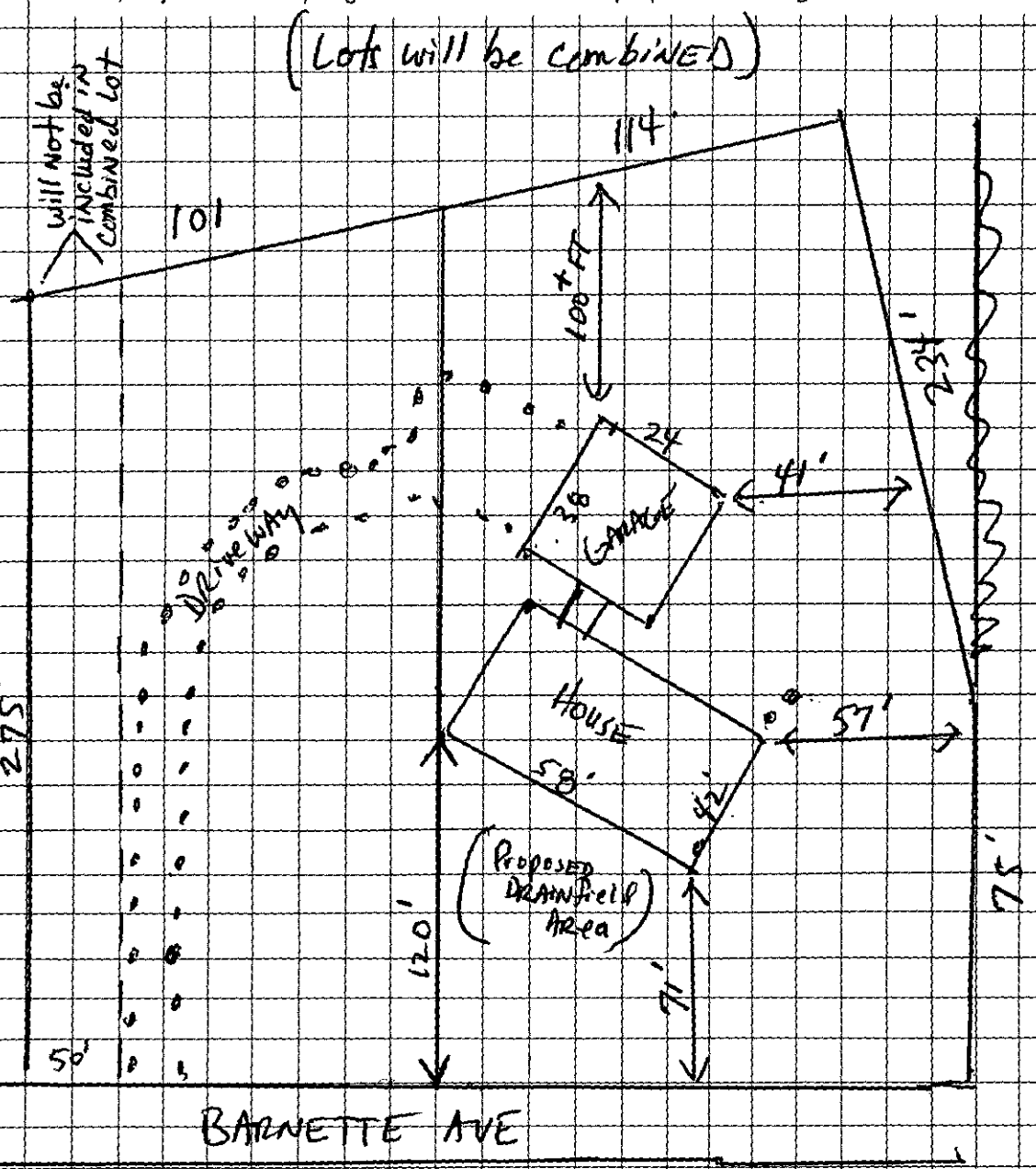
PROPOSED PLOT PLAN

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

FILE: 2673B

TC: 005-103-11, 12

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.



Danny Stutsman
OWNER/AGENT SIGNATURE

DATE 9-21-98

APPROVAL DATE _____

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

336-6[illegible]

DATE 9/21/98

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION CORN

005-103-12
PARCEL NUMBER

19326 BARNETTE AV.
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

N/A
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	APPROVED	NOT APPROVED
2. FLOODWAY REGULATIONS	APPROVED	NOT APPROVED
3. WATERSHED PROTECTION	APPROVED	NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	APPROVED	NOT APPROVED
5. PUBLIC UTILITY EASEMENT	PRESENT	NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	YES	NO
7. DRIVEWAY PERMIT REQUIRED	YES	NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	YES	NO

REMARKS: VERIFICATION FOR PERK TEST

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

REVISED 1/91

SIGNED: [signature]

OFFER TO PURCHASE AND CONTRACT

Larry J. Dove and wife, Shelley R. Dove _____, as Buyer,
hereby offers to purchase and Jack Sherrill _____, 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 Cornelius, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address _____ Zip _____
Legal Description: Lots 6 and 7, Sherrill Acres _____ County.)
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____.)
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

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

4. **PURCHASE PRICE:** The purchase price is $ 60,000.00 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 Baker & Baker, PLLC, 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) $_____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____
(c) $_____, 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) $_____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 59,000.00, 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 _____ in the principal amount of _____ 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: 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 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:
n/a
(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:
n/a

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 to be paid, 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.

1. 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) unimproved property

☐ 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 structures(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before _____. 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 to Buyer. Unless otherwise stated herein or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) or (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.

2. **SELLER ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, etc. Buyer may conduct a walk-through inspection of the Property prior to closing.

3. **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 for the closing and transfer of title on or before October 21, 1998, at a place designated by Buyer. The deed is to be made to (as directed by Buyer). _____

4. **POSSESSION:** Possession shall be delivered at closing. In the event possession is NOT to be delivered at closing, Buyer and Seller agree to the terms of the attached ☐ a buyer possession before closing agreement or ☐ a seller possession after closing agreement if attached.

5. **OTHER PROVISIONS AND CONDITIONS:** ITEM (S) ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO OR EXPLAIN IF NOT ATTACHED (e.g. Vacant Property Addendum, Short Sale Addendum, etc.):

a) this contract shall be specifically contingent upon the satisfactory passing of a perc test for a standard septic tank system for a three-bedroom/three-bath home.

6. **RISK OF LOSS:** In the event of damage by fire or other casualty prior to closing, Seller shall restore the Property to substantially the same condition as it was on the date of this offer, reasonable wear and tear excepted. If Seller fails to restore the Property prior to closing, Buyer may terminate this contract and all earnest money shall be returned to Buyer. In the event Buyer does not terminate this contract, Buyer shall be entitled to receive and retain all insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased, and Seller shall assign all insurance proceeds to Buyer and execute any documents necessary to effectuate the assignment.

7. **ASSIGNMENT:** This contract may be assigned without the written consent of the parties, unless otherwise stated herein.

8. **AGENCY DISCLOSURE:** Buyer and Seller acknowledge receipt of the Working with Real Estate Agents brochure.

9. **BROKERAGE:** Brokerage fees are set by each Broker individually and may be negotiable between the parties. Buyer and Seller agree that the Brokers specified in this contract are the procuring cause of this contract. Buyer and Seller agree to pay the Brokers the fees specified in this contract. Buyer and Seller agree that Brokers are third party beneficiaries of this contract.

10. **ENTIRE AGREEMENT:** This contract, including any addenda or amendments hereto, shall constitute the entire agreement between the parties and may not be modified except in writing signed by all parties. This contract supersedes all prior offers, negotiations and agreements regarding the Property.

11. **BINDING EFFECT:** This contract shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

12. **TIME OF ESSENCE:** Time is of the essence in this contract. In computing any period of time prescribed or allowed by this contract, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

13. **CONTRACT:** This offer, when accepted, shall constitute a binding contract between Buyer and Seller. Seller has the right to continue to offer the Property for sale and to accept other offers until this offer is accepted by Seller as evidenced by Seller's signature to this contract. Buyer and Seller acknowledge that this contract has been fully read, understood and approved by each party.

14. **ATTORNEY FEES:** In any dispute between Buyer and Seller regarding this contract, the prevailing party shall be entitled to reasonable attorney fees and court costs.

15. **MEDIATION:** In the event of a dispute between Buyer and Seller regarding this contract, Buyer and Seller agree to mediate the dispute in good faith before resorting to arbitration or litigation.

16. **ARBITRATION:** Buyer and Seller agree to arbitrate disputes regarding this contract in accordance with the Rules of the North Carolina Real Estate Commission.

17. **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.

18. **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. Neither Buyer nor Seller is bound by any agreement with any Real Estate Broker, Buyer or Seller representative contained in any listing agreement, buyer agency agreement, or any other agreement between them.

19. **EXECUTION:** This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in duplicate 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 Shelley R. Dame (SEAL) Seller _____ (SEAL)
SS/Tax ID#: 247-66-6027 SS/Tax ID#: _____

Buyer Larry G. Dame (SEAL) Seller _____ (SEAL)
SS/Tax ID#: 247-54-7427 SS/Tax ID#: _____
Date: September 12, 1998 Date: _____

Escrow Agent receipt of the earnest money is acknowledged. Escrow Agent agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____ By: _____

Selling Agency Firm Name: n/a Acting as ☐ Buyer's Agent ☐ Seller's Subagent ☐ Dual Agent ☐ Seller's Subagent

Selling Agent/Trainee Name: n/a Acting as ☐ Buyer's Agent ☐ Seller's Subagent ☐ Dual Agent