

1301 MATTHEWS MILL RD

22704301

5/30/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
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EPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
IVISION OF ENVIRONMENTAL HEALTH
N-SITE WASTEWATER SECTION

Sheet 1 of 1
#3 (40') PROPERTY ID #: 227-043-01
Lot # : 11
File # : 7046

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Barry & Lynn Armstrong APPLICANT: Kathy Hunter
ADDRESS: 6611 Old Providence Rd Charlotte, N.C. DATE EVALUATED: 6-30-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .81
LOCATION OF SITE: 1301 Matthews Mill Road PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	SLOPES 15-30% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	NS	0-4"	gr/sc/	Fv/SExP/SS/SP	>23" TO soil wetness	23"	N/A	None	US IV
		4-23"	sBK/c	Fi/SExP/SP					
2	complex slopes	0-3"	gr/c/	Fv/SExP/SS/SP	>23" TO soil wetness	23"	N/A	None	US IV
		3-23"	sBK/c	Fi/SExP/SP					
3	LS	0-4"	gr/c/	Fv/SExP/SS/SP	>47" TO soil wetness	47"	N/A	None	PS IV .39/Fq
		4-47"	sBK/c	Fi/SExP/SP					

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

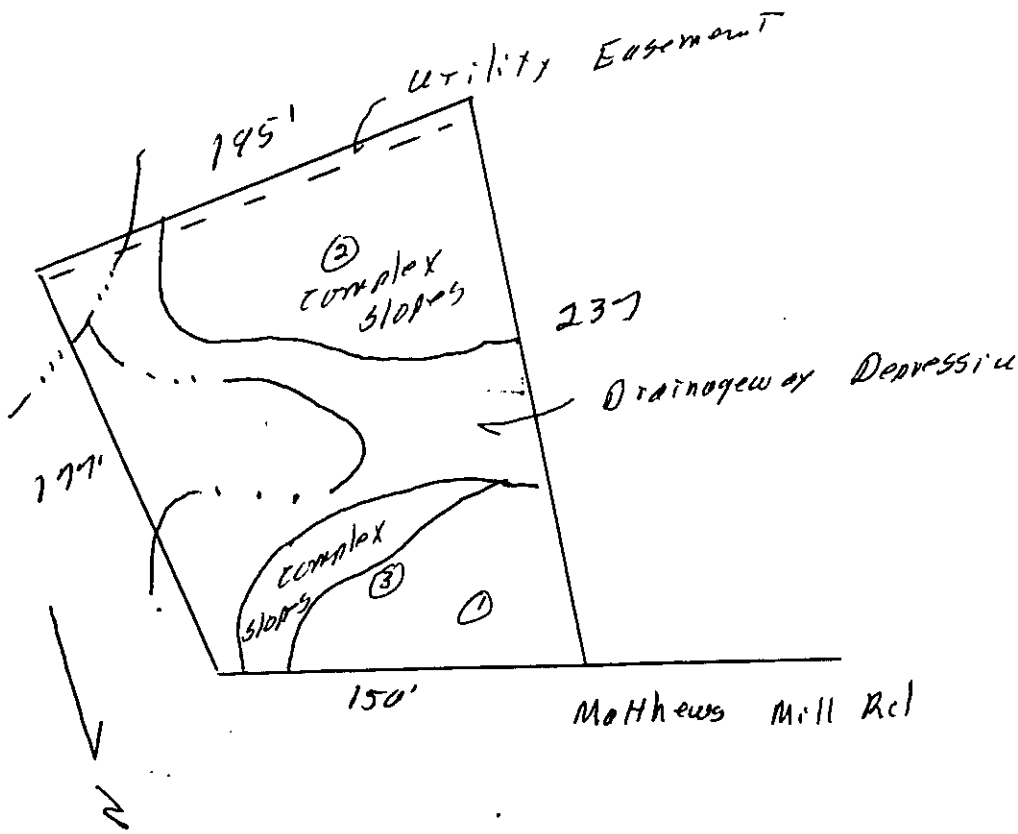
OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: William A. Marlin 7-2-96
OTHER(S) PRESENT: LSS

FILE # 7046

COMMENTS

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3		SP-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

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



EPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
IVISION OF ENVIRONMENTAL HEALTH
N-SITE WASTEWATER SECTION

#3 (400)

PROPERTY ID #: 227-043-01
Lot # : 11
File # : 7046

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Barry & Lynn Armstrong
APPLICANT: Kathy Hunter
ADDRESS: 6011 Old Lancaster Rd Charlotte, N.C.
DATE EVALUATED: 6-30-96
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: .81
LOCATION OF SITE: 1301 Matthews Mill Road
PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 15-30% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	NS	0-4"	gr/sc/	Fr/SEXP/SS/SP	>23" to soil wetness	23"	N/A	None	US IV
		4-23"	SBK/c	F/SEXP/SP					
2	common slopes	0-3"	Gr/c/	Fr/SEXP/SS/SP	>23" to soil wetness	23"	N/A	None	US IV
		3-23"	SBK/c	F/SEXP/SP					
3	LS	0-4"	gr/c/	Fr/SEXP/SS/SP	>47" to soil wetness	47"	N/A	None	PS IV .35/Fa
		4-47"	SABK/c	F/SEXP/SP					

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

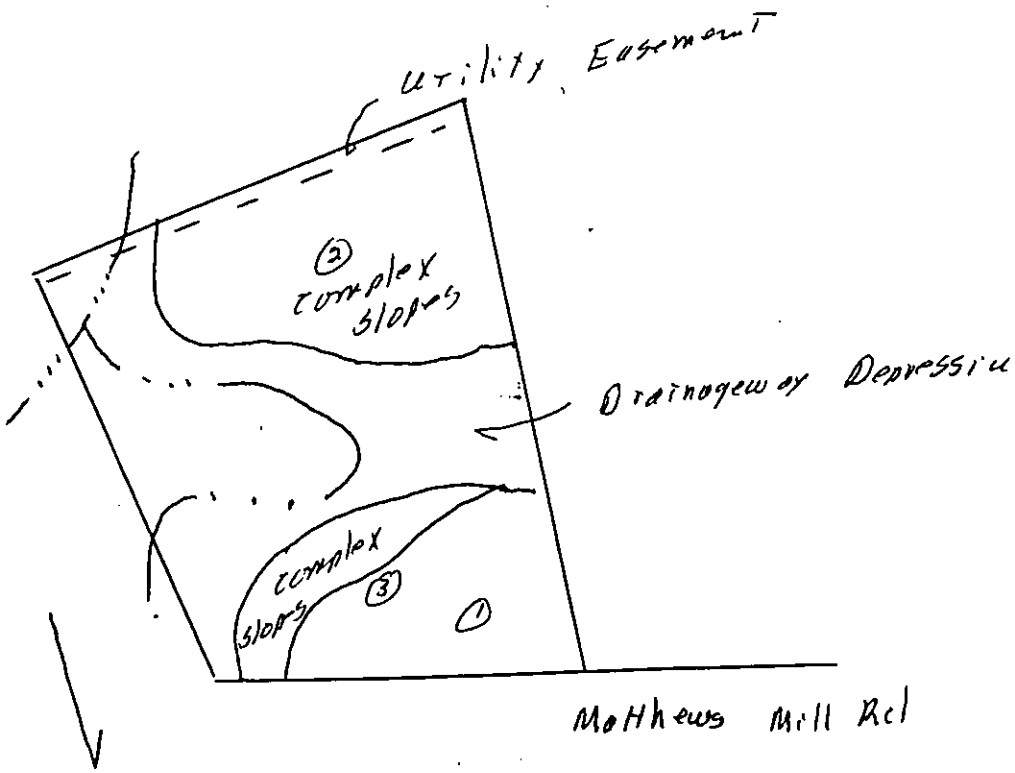
OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: William A. Marlin 7-2-96
OTHER(S) PRESENT: LS

FILE # 7046

COMMENTS

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SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



FEE: 100.00 CK # 4023

DATE: 6/4/98 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 #: 7046

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 22704304

STREET ADDRESS: 1301 MATTHEWS MILL RD, LOT #11

SUBDIVISION OR MOBILE HOME PARK NAME: REVERDY WOODS

LOT NUMBER: # 11

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: 2300 SF

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 3

CLOSING DATE JUNE 30TH/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)
__ SHARED WELL (S)
✓ MUNICIPAL (M)
__ 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
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS ✓ YES __ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER: PROPOSED BUYER - A. CURTIS SLOOP

NAME: ARMSTRONG (LAST) BARRY (FIRST) K. & LYNN M. (MI)

ADDRESS: CURTIS SLOOP

CITY: 6011 OLD PROVIDENCE RD STATE: CHARLOTTE NC ZIP: 28226

DAYTIME PHONE: (704) → 376-6000 WORK 366-6728 HOME

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: HUNTLEY (LAST) KATHY (FIRST) (MI)

DAYTIME PHONE: (704) 543-5876 543-6899

ALLEN TATE CO. 7824 PINEVILLE MATTHEWS RD.

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: A. Curtis Sloop DATE: 6/3/98

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

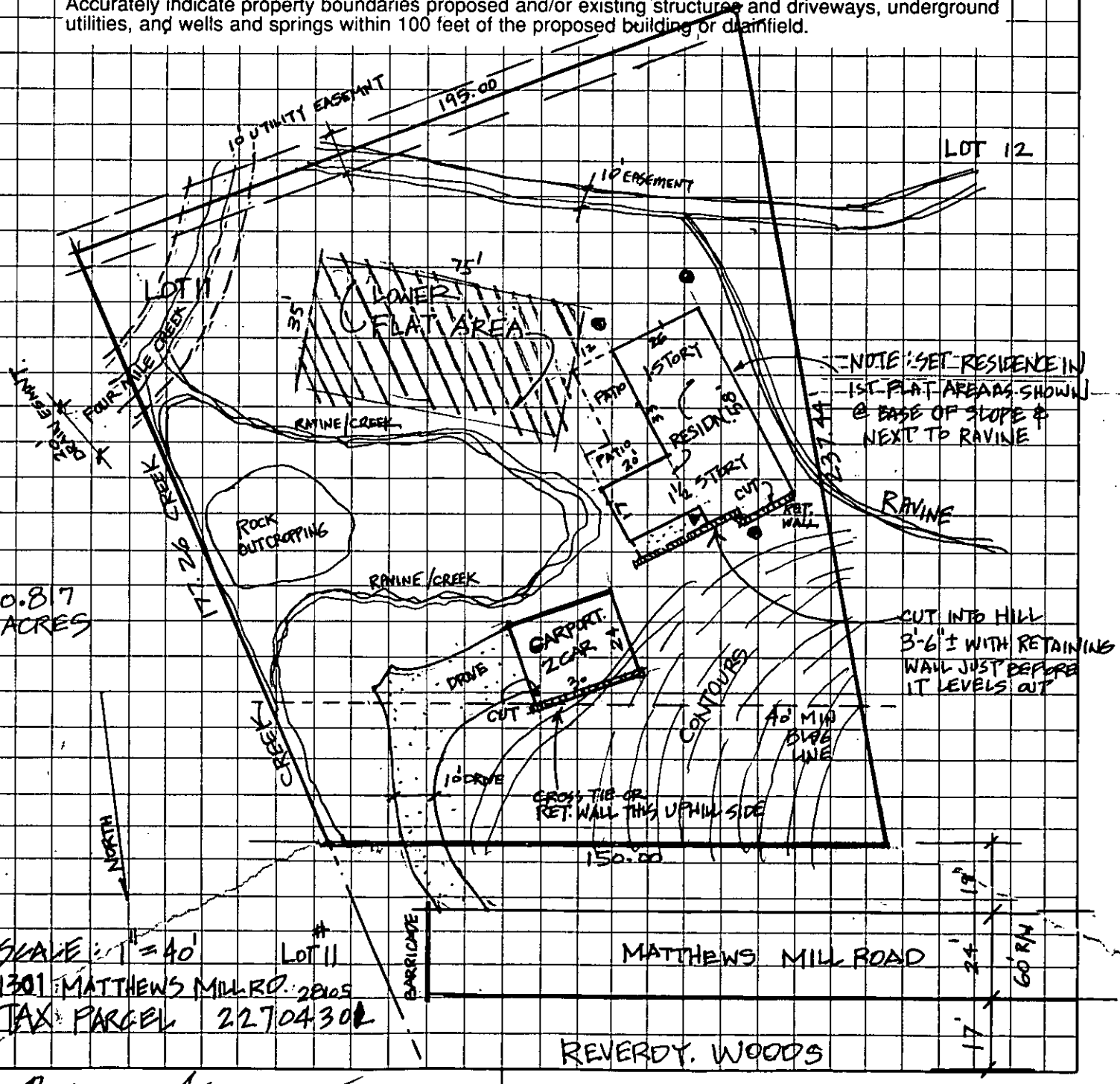
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

PREPARED
JUNE 3, 1998

FILE: 7046

TC: 227-043-01

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.



O. Curtis Hoop
OWNER/AGENT SIGNATURE

DATE 6/3/98

APPROVAL DATE _____

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

PROPOSED PLOT PLAN

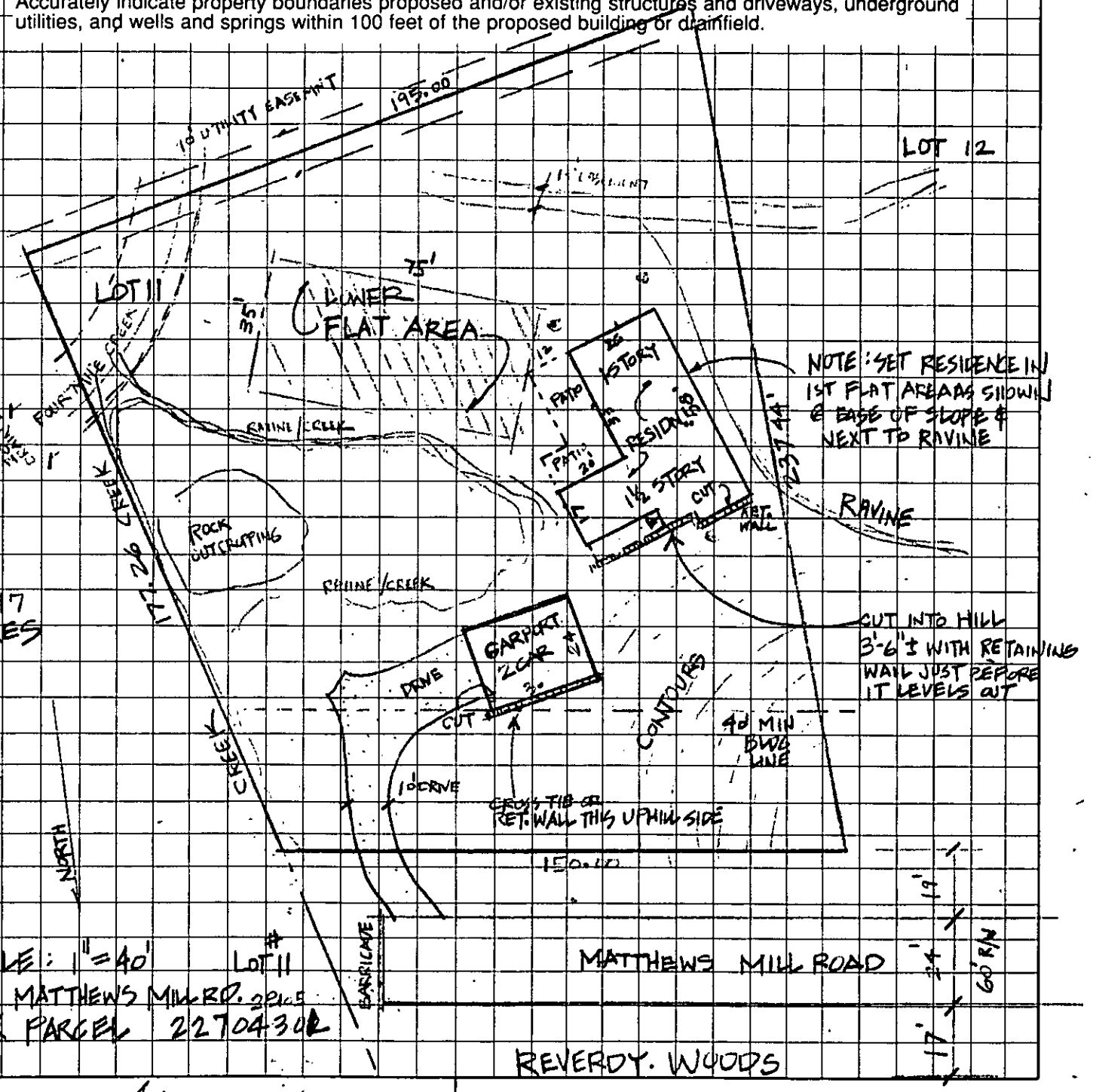
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

PREPARED JUNE 3, 1998

FILE: 7046

TC: 227-04-3-01

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE R. Curtis Hoop

DATE 6/3/98

APPROVAL DATE _____

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

PROPOSED PLOT PLAN

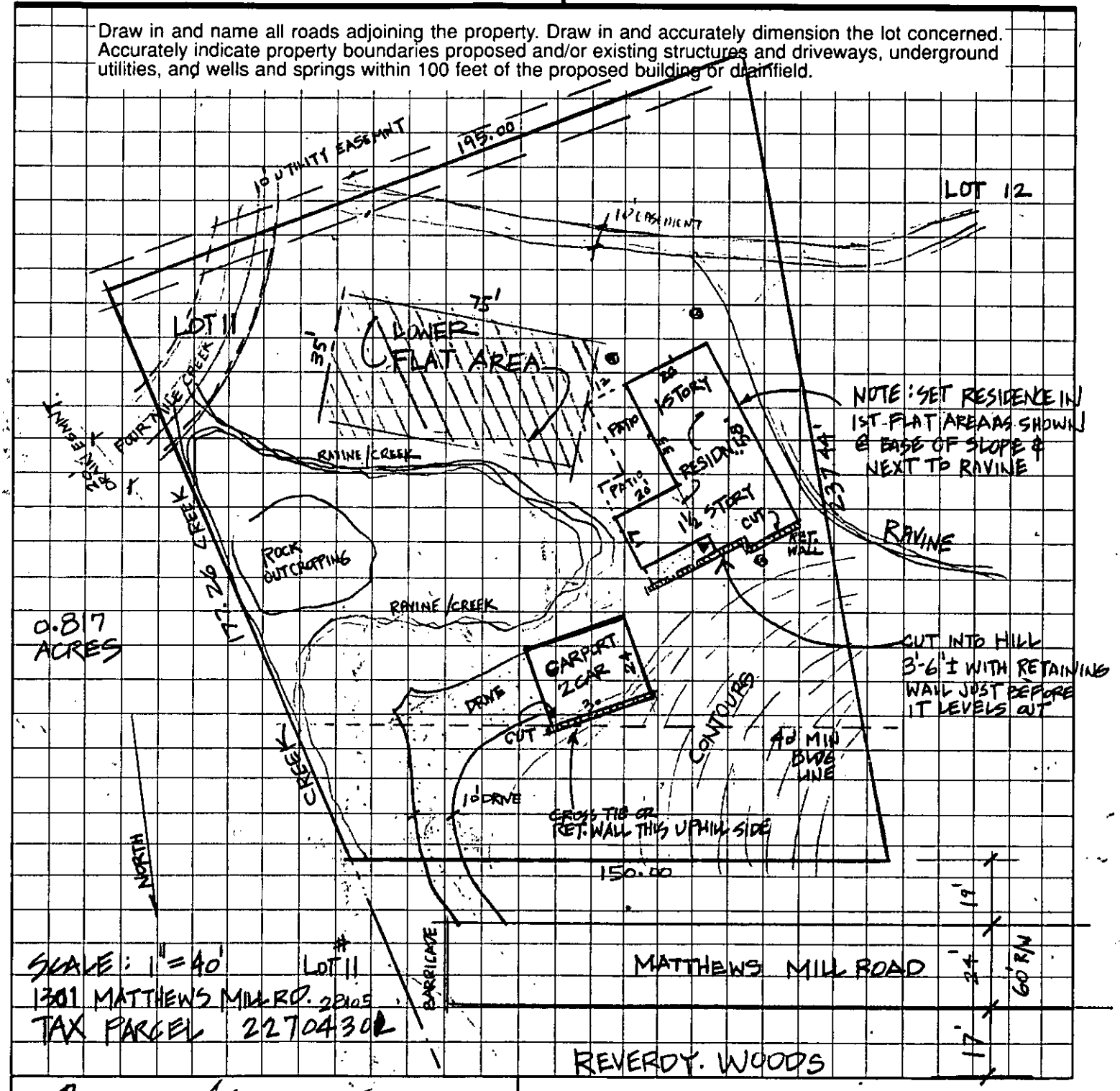
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

PREPARED
JUNE 3, 1998

FILE: 7046

TC: 227-043-01

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE R. Curtis Hoop

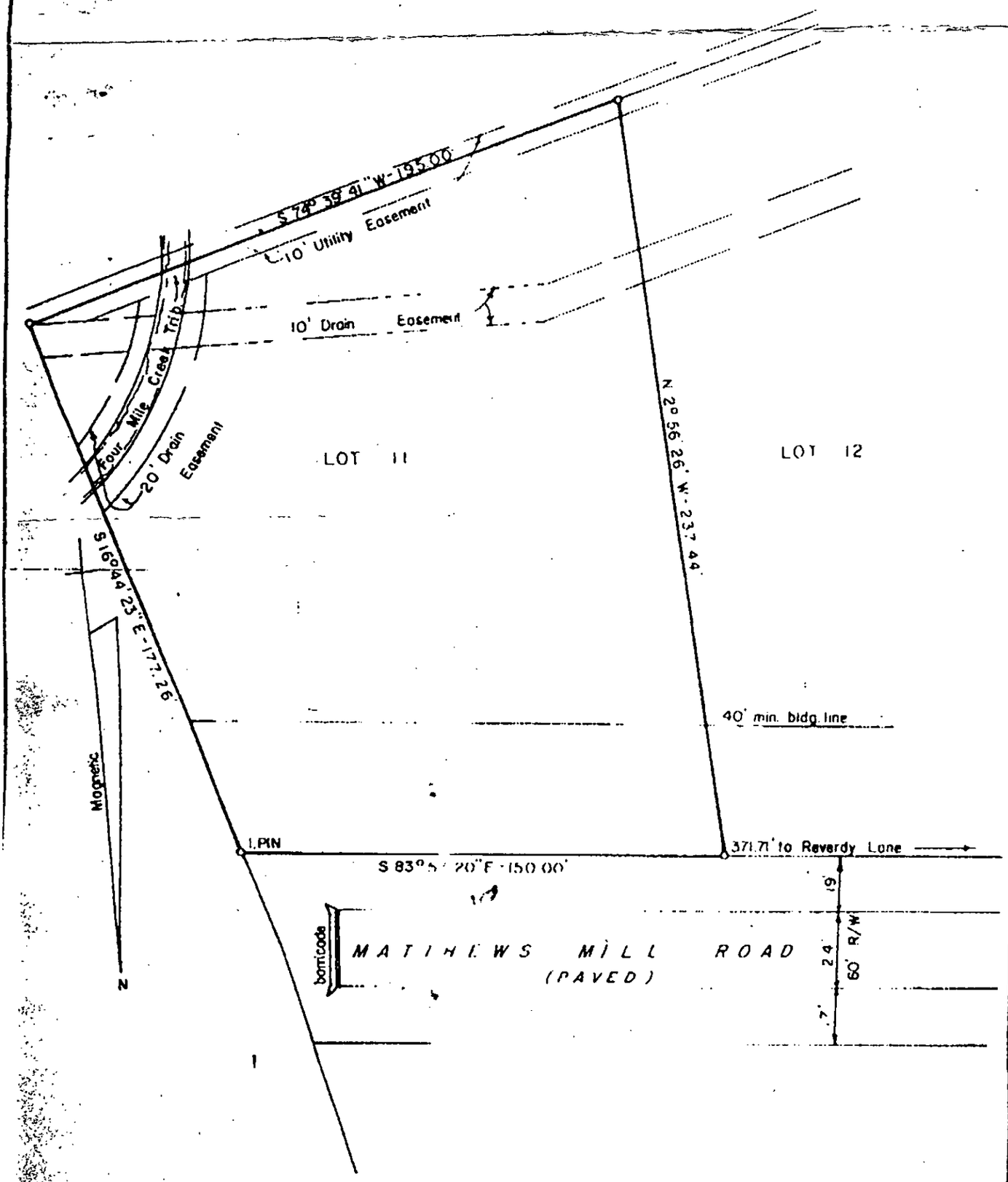
DATE 6/3/98

APPROVAL DATE _____

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

THIS IS TO CERTIFY THAT ON THE 6th DAY OF AUG ,19 79 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE SHOWN HEREON

SIGNED. Gus J. Bodenmiller
REGISTERED SURVEYOR



PHYSICAL SURVEY
OF

LOT 11 REVERDY WOODS
CHARLOTTE, N.C.

SCALE 1" - 40'

THE PROPERTY OF BARRY K. ARMSTRONG & Wife, LYNN M

MAP RECORDED IN BOOK 15 AT PAGE 565 DEED RECORDED IN BOOK PAGE

Mecklenburg County
Health Department

July 20, 1998

Barry K. & Lynn M. Armstrong
6011 Old Providence Road
Charlotte, NC 28226

Re: 1301 Matthews Mill Road, Lot 11
File: 7046
Parcel: 227-043-01

Dear Mr. & Mrs. Armstrong:

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 .1940 **TOPOGRAPHY AND LANDSCAPE POSITION**, .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,

Judy J. Kiser, R.S.
Environmental Health Specialist
Individual Water and Wastewater Systems

cc: Kathy Huntley, Realtor
Allen Tate Company

227-043-01

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

File # 7046

ALBERT CURTIS SLOOP AND ELIZABETH M SLOOP, as Buyer, hereby offers to purchase and BARRY ARMSTRONG AND LYNN ARMSTRONG, 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 MATTHEWS, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 1301 MATTHEWS MILL Zip 28105
Legal Description: L 11 M15-565
(☐ All ☐ A portion of the property in Deed Reference: Book 4316, Page No. 0846, 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:
N/A

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

4. **PURCHASE PRICE:** The purchase price is $ 40,000 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by ALLEN TATE CO. as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ -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) $ 39,500, 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 CASH loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for 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: 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.

This Standard Form has been approved jointly by the: NORTH CAROLINA BAR ASSOCIATION, INC. NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. Standard Form No. 2
Copyright © 6/98

Buyer Albert Curtis Sloop (SEAL) SS/Tax ID# 239-74-7098
Buyer Elizabeth M Sloop (SEAL) SS/Tax ID# 254-92-8804
Date: June 12, 1998

Seller Barry K. Armstrong (SEAL) SS/Tax ID# 241-68-5877
Seller Lynn M Armstrong (SEAL) SS/Tax ID# 241-68-9411
Date: 6/13/98

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 6/12/98 Firm: Allen Tate Co
By: _____

Selling Agent/Firm/Phone _____ 543-3876 Acting as ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent
Listing Agent/Firm/Phone Lou Russo / Coldwell Banker - 541-6100 Acting as ☐ Seller's (sub)agent ☐ Dual Agent

Allen Tate, REALTORS

ADDITIONAL PROVISIONS ADDENDUM

ALBERT CURTIS SLOOP AND ELIZABETH M SLOOP, as Buyers

BARRY ARMSTRONG AND LINDA ARMSTRONG, as Sellers

Property Located at 13201 MATTHEWS MILL MATTHEWS, NC 28105
(Street) (City) (State) (Zip)

NOTE: Only the provisions initialed below are a part of the Offer to Purchase and Contract:

1. _____ EXPIRATION OF OFFER: This offer shall expire unless acceptance is delivered to buyer or to _____ _____, before_____ __AM __PM, on _____ or until withdrawn by the Buyer, whichever occurs first.

2. _____ BUYER QUALIFICATION: Selling/Buyer's Agent shall provide Listing Agent evidence as to Buyer's qualification to obtain and secure a loan substantially as specified in Paragraph 5 within _____ days after the date of Seller's acceptance or contract is voidable at option of Sellers.

3. _____ 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 _____ bedroom home, or _____. 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 _____.

4. _____ SITE EVALUATION: This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. All costs and expenses of such soil tests shall be borne by the 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 generated 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, this contract may be terminated at the option of the Buyer 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: The 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 earnest monies shall be returned to Buyer.

8. _____ HOMEOWNER'S WARRANTY: _____ agrees to purchase a Multi-Guard Warranty (a one (1) year warranty insurance contract) at closing, the cost of which shall be included as an expense to the _____ on the HUD-1. Cost not to exceed $_____.

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.

10. ALS BMB OTHER: (In accordance with North Carolina Real Estate Law. Attorney Review Recommended.)
This contract is contingent upon Buyer receiving an acceptable quote for installation of an alternative septic system.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Albert Curtis Sloop (SEAL) Date 6/12/98

Buyer: Elizabeth M Sloop (SEAL) Date June 12, 1998

Seller: Barry K Armstrong (SEAL) Date 6/13/98

Seller: Linda M. Armstrong (SEAL) Date _____

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