

4401 OLDE ROXBURY DR

23118112

5/8/07

duponbj

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

100% Cash
DATE: 7/29/96 JC

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

Q400 #1 use initial report
[ ] 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 #: 36 5 PA

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 23118112

STREET ADDRESS: 4401 Olde Roxbury Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: Roxbury

LOT NUMBER: 25 Lot 25 Map 23 - 77

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: 3300

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 2

CLOSING DATE _____

use initial report
get lot number

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:

N/A

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: N/A

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: ZAHRAC/NICEK Joseph+Marie
(LAST) (FIRST) (MI)

ADDRESS: P.O Box 556

CITY: Highlands STATE: NC ZIP: 28741

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: PAGE DeROSE
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 365-1117

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: Page DeRose DATE: 7/29/96

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

7/15/97 phone consult. w/Mr Davis - need foliage cut then contact me (per Larry's note + B. Mallins input)
7/29/97 OBV. Corners not marked - Foliage thick @ right side property
7/30/97 Ltr to Mr Davis - need corners marked.
8/11/97 PC to Mr Davis - requesting status of situation.
No response. (Mr. Davis waiting for sewer?)

Lot Needs to be cleared of underbrush in order to determine contours. Both parties were notified - no further contact. Some dispute as to who would pay to have lot cleaned up.

LT

FEE: 120.00 Cash
DATE: 7/29/96 JC

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 #: 36 SPA

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 23118112

STREET ADDRESS: 4401 Olde Roxbury Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: ROXBURY

LOT NUMBER: 25 Lot 25 Map 23 - 77

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: 3300

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE _____

* Lot needs to be both legal or moved before an improvement permit can be issued."

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

N/A

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ___ YES ✓ NO TYPE: N/A

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: ZARRACINI Joseph + Marie
(LAST) (FIRST) (MI)

ADDRESS: P.O Box 556

CITY: Highlands STATE: NC ZIP: 28741

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: PACE Delores S
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 365-1117

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: Delores Pace DATE: 7/29/96

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

365-1117

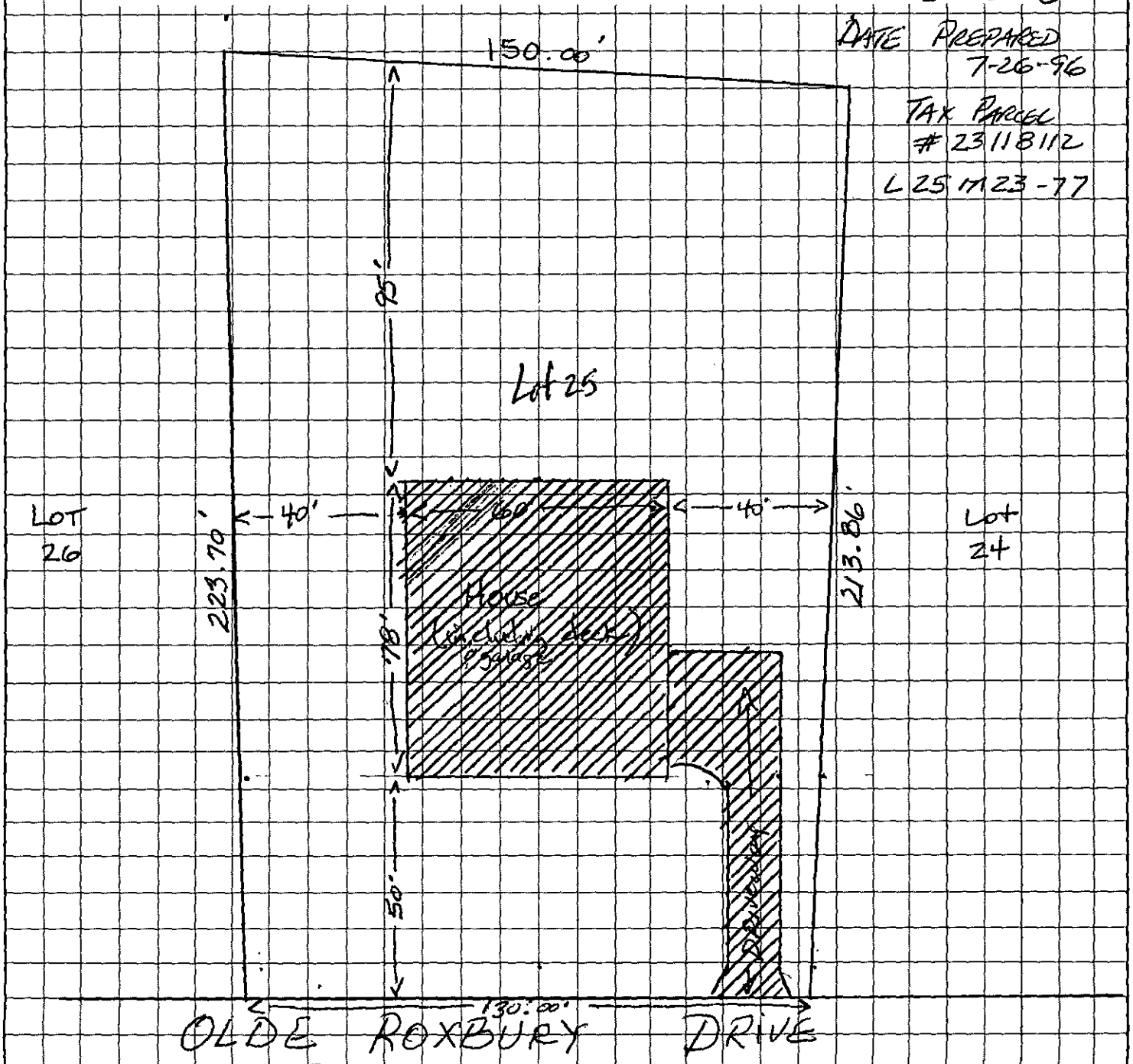
PROPOSED PLOT PLAN

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

FILE: 3658A

TC: 231-181-12

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. 1"=35' scale



DATE PREPARED 7-26-96

TAX PARCEL #231181 12

L 25 M 23-77

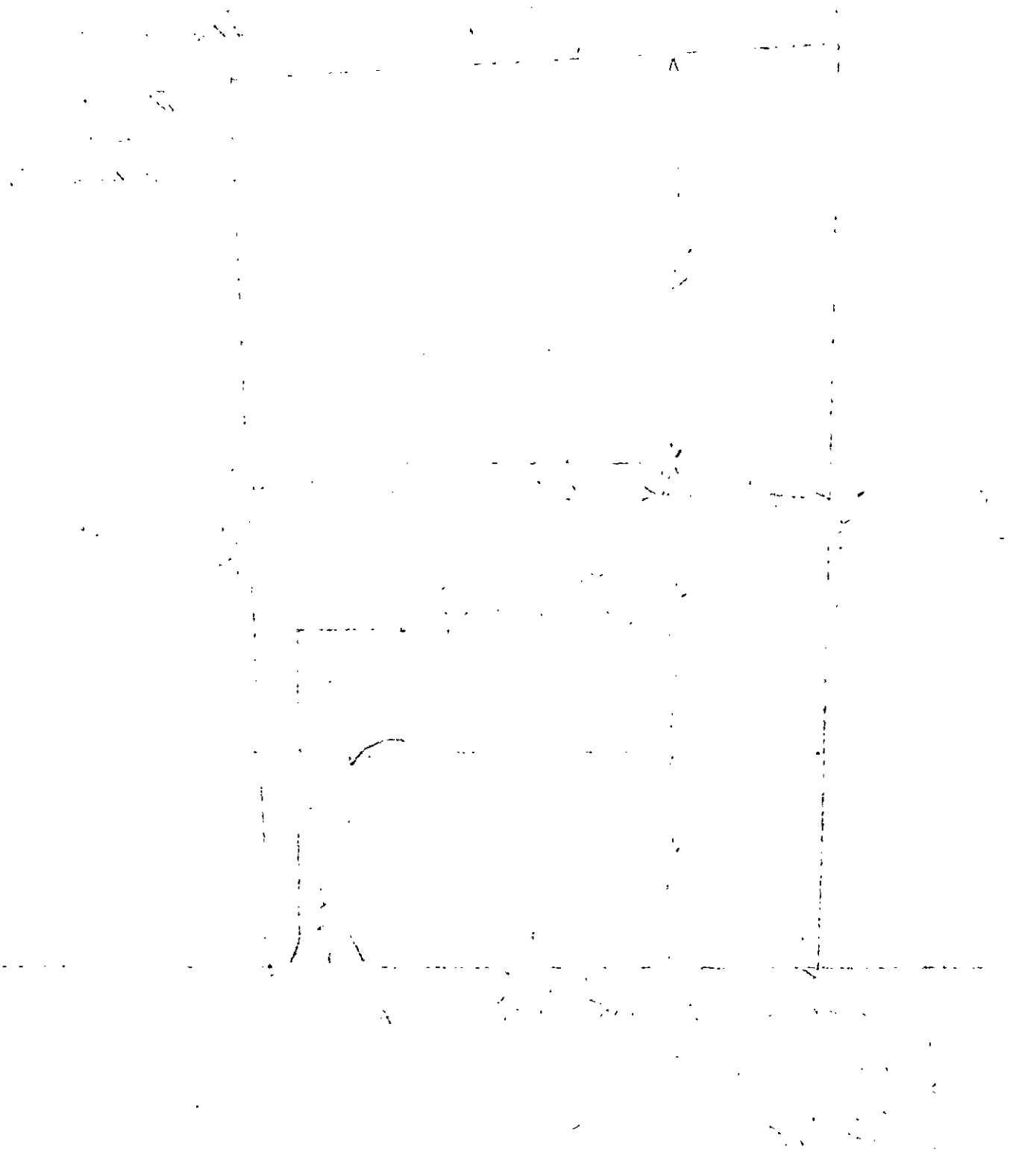
OWNER/AGENT SIGNATURE Dolores Pagl

DATE 7-26-96

APPROVAL DATE _____

Scale 1"=35'

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



FEE: Fee Paid previously
DATE: 7/11/97

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

1 1 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 #: 36584

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 23118112 001

STREET ADDRESS: 4401 OLDE ROXBURY

SUBDIVISION OR MOBILE HOME PARK NAME: ROXBURY

LOT NUMBER: 25

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 9-15-97

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: 2800

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 4

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 X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: ZAHRADNICEK (LAST) JOSEPH (FIRST) (MI)	NAME: DAVIS (LAST) DONALD (FIRST) J (MI)
ADDRESS: P.O Box 556	DAYTIME PHONE: (704) 846-8716
CITY: Highlands STATE: NC ZIP: 28741	
DAYTIME PHONE: (704) 365-1117	

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: Donald J Davis DATE: 7-11-97

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

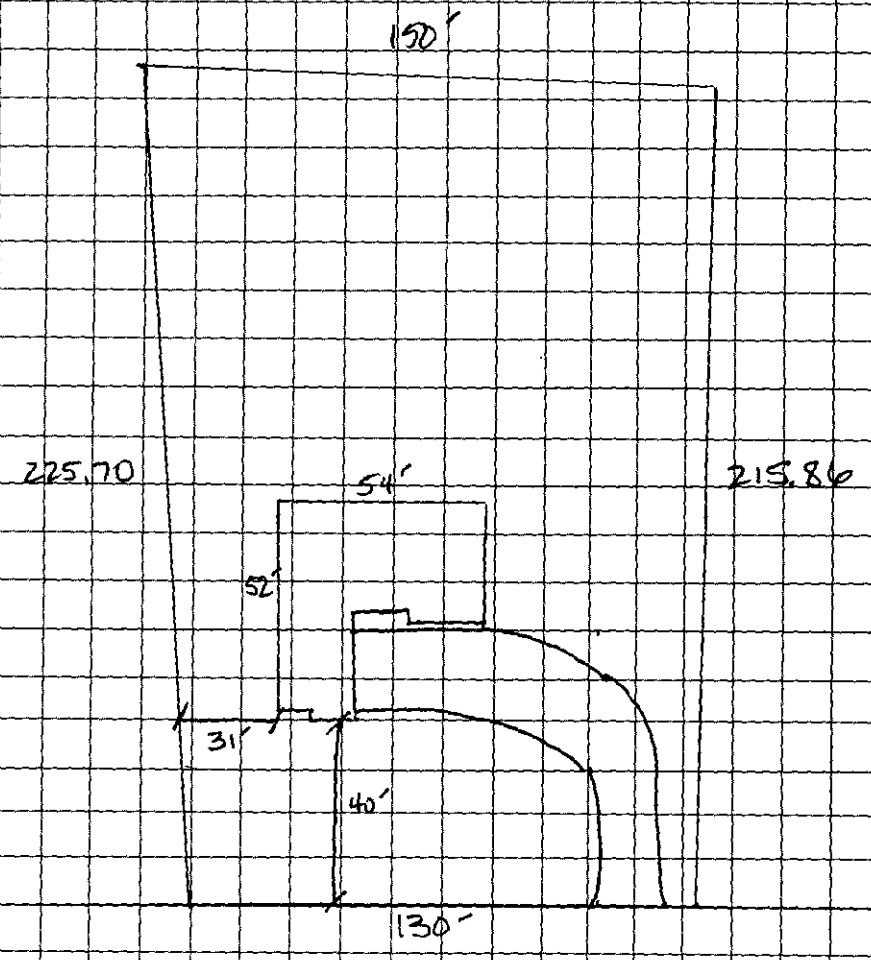
PROPOSED PLOT PLAN

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

FILE: 3658A

TC: 231-181-12

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.



Donald J. Davis
OWNER/AGENT SIGNATURE

DATE 7-11-97

APPROVAL DATE _____

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

F/K 3658A

OFFER TO PURCHASE AND CONTRACT

Thomas Page, Jr. and Delores Page, as Buyer,

hereby offers to purchase and Joseph & Marie Zahradnicek, 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 personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of —, County of Mecklenburg, State of North Carolina, known as and more particularly described as: Street Address 4401 Olde Roxbury, Zip 28105. Legal Description L 25 M 23-77

2. **PERSONAL PROPERTY:** N/A

3. **PURCHASE PRICE:** The purchase price is $ 37,000.00 and shall be paid as follows:
   (a) $ 1,000.00 in earnest money paid by personal check to be held in escrow by Allen Tate Company, as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
   (b) $ N/A by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
   (c) N/A by a promissory note secured by a purchase money deed of trust on the property (See Purchase Money Financing Addendum
   (d) $ 36,000.00 the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)
   (a) The Buyer must be able to obtain a firm commitment on or before June 21, 1996, effective through the date of closing for a Construction/Perm loan in the principal amount of $ 165,000.00 for term of 30 year(s), at an interest rate not to exceed 7.5 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any closing costs, those costs are as follows: None
   (b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term at an interest rate not to exceed N/A % per annum fixed or N/A, with a monthly P & I of N/A with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before N/A Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs those costs are as follows: N/A
   (c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: None (Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**
   (a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be modified or deleted: (If none are to be modified or deleted, state "None".) 2, 3, 8, 9, 11
   (b) See Exhibit(s) — and/or Addendum (Addenda) A attached hereto and made a part hereof

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before July 5, 1996, at a place designated by buyer. The deed is to be made to Thomas Page, Jr. and Delores Page

8. **POSSESSION:** Possession shall be delivered AT Closing. In the event that Buyer and Seller have agreed that possession is delivered at a time other than at closing, then N/A agrees to pay to N/A the sum of $ N/A per day to/from and including, the date of closing and to/from including the date that possession is delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in three counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

10. **CONFIRMATION:** Buyer(s) and Seller(s) hereby agree that the following agency relationships are hereby confirmed for this transaction only:

Listing Agency: First Charlotte Properties
Is the agent of (check one):
☒ the Seller only
☐ both the Buyer and Seller

Selling Agency: Allen Tate Co
Is the agent of (check one):
☒ the Buyer only
☐ the Seller only
☐ both the Buyer and Seller

Date of Offer: 5/9/96

Thomas Page Jr. (SEAL)
Buyer

Delores Page (SEAL)
Buyer

Date of Acceptance: 5/15/96

Joseph Zahradnicek (SEAL)
Seller

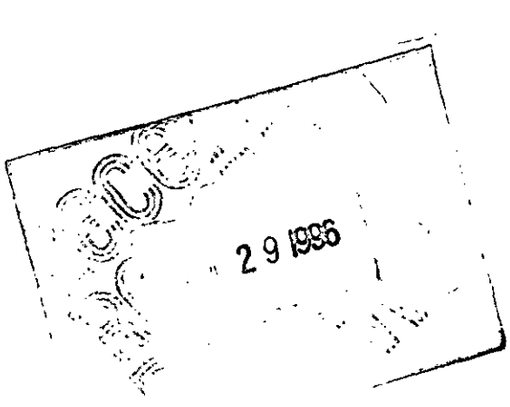
Marie Zahradnicek (SEAL)
Seller

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 5/9/96 By: Barbara Washington Firm Allen Tate Co

Barbara Washington
Selling Agent
Allen Tate Co. / 541-6200
Firm/Phone

Thomas Mathern
Listing Agent
First Charlotte Properties
Firm/Phone


29 1956

OFFER TO PURCHASE AND CONTRACT

DONALD J. DAVIS + NORMA H. DAVIS, as Buyer,
hereby offers to purchase and JOSEPH + MARIE ZAMBANINI, 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 N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 4401 Old Reid Dairy Dr. MATTHEWS, NC Zip 28105
Legal Description: L 25 M 23-77
(☑ 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

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

4. **PURCHASE PRICE:** The purchase price is $ 38,000.00 and shall be paid as follows:
(a) $ 2000.00, EARNEST MONEY DEPOSIT by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by EAST CHARLOTTE PROPERTIES 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) $ 36,000.00, 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 _____ 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: _____.
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: PROPERTY SCHEDULED TO BE ANNEXED 7/1/97 BY CITY OF CHARLOTTE.
(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 $ 225.00 per YEAR.

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.

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12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☐ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES)_____

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before _____. 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 SEPTEMBER 15, 1997, at a place designated by Buyer. The deed is to be made to DONALD J. & NOREEN H. DAVIS.

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.)

SEE ADDENDA ATTACHED.
BUYER IS SELLING AGENT AND DECLINES COMMISSION.

INITIAL HERE NV LR

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

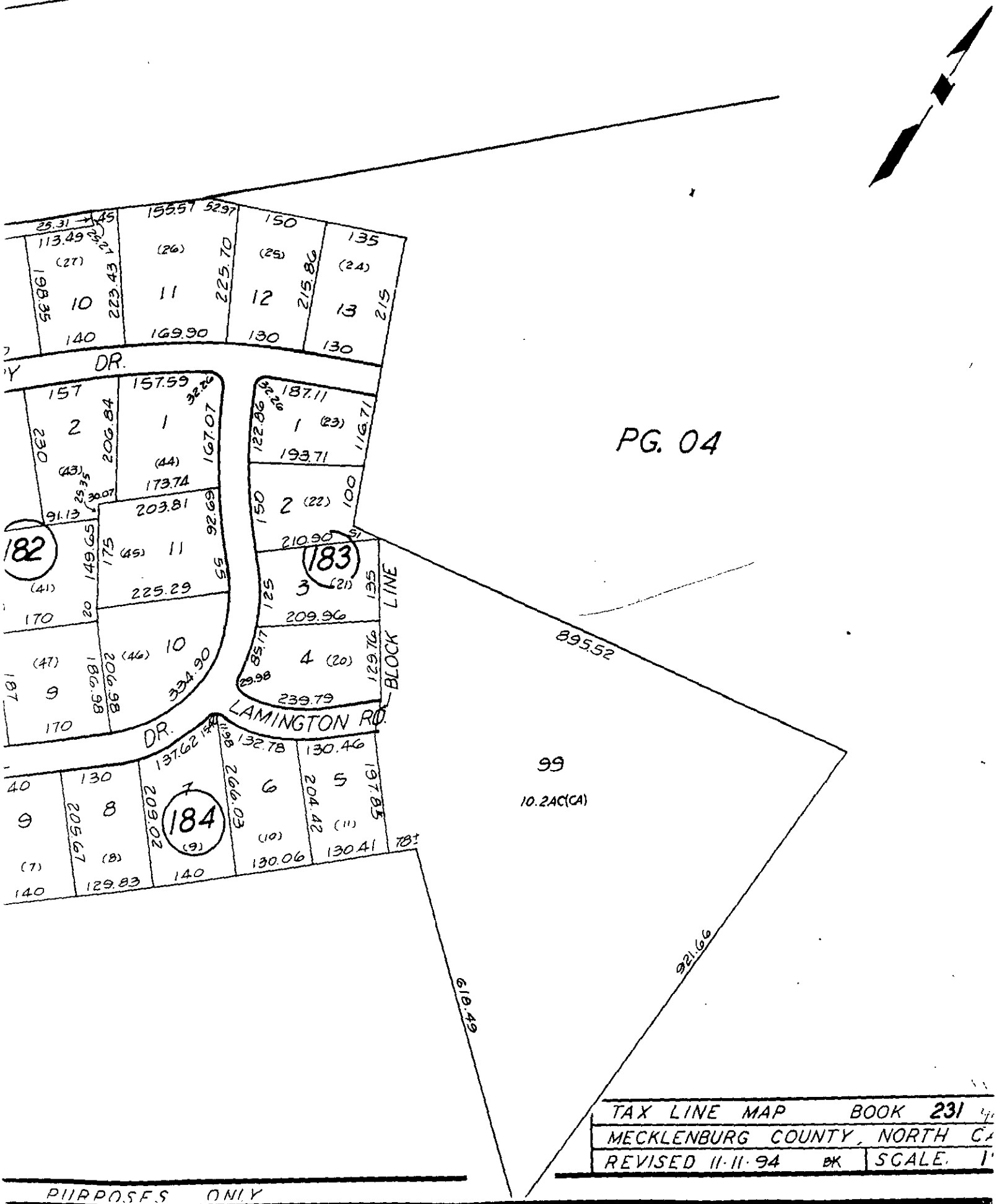
Buyer Donald J. Davis (SEAL) Seller Marie Stakowicek (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____

Buyer Noreen H. Davis (SEAL) Seller Joseph Stakowicek (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: 5/14/97 Date: 5/12/97

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 5/13/97 Firm: East Charlotte Properties
By: Tom Mathews

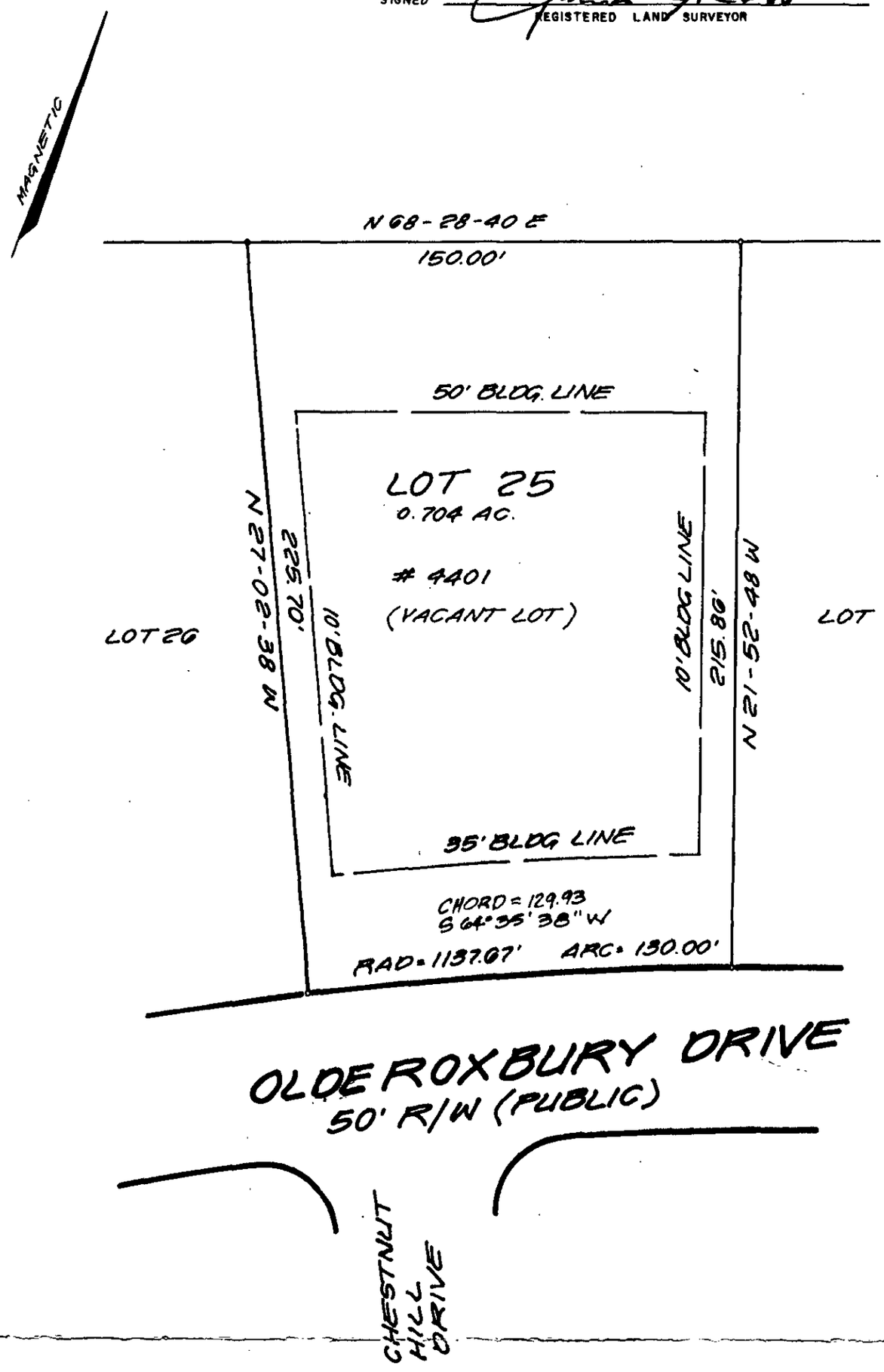
☐ Buyer's Agent
☐ Seller's (sub)agent
Selling Agent/Firm/Phone _____ Acting as ☐ Dual Agent
☑ Seller's (sub)agent
Listing Agent/Firm/Phone Tom Mathews, East Charlotte Prop. 704-377-9000 Acting as ☐ Dual Agent



PURPOSES ONLY

THIS IS TO CERTIFY THAT ON THE 16TH DAY OF MARCH, 1990, W.K. DICKSON AND CO., INC., UNDER MY DIRECT SUPERVISION, SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS, IF ANY, ARE SHOWN HEREON.

SIGNED James J. Cobb
REGISTERED LAND SURVEYOR



THE PROPERTY OF JOSEPH ZAHRADNICEK AND MARIE J. ZAHRADNICEK

MAP RECORDED IN BOOK 23 PAGE 77

DEED RECORDED IN BOOK ____ PAGE ____

NORTH CAROLINA REGISTERED SEAL L-2830 LAND SURVEYOR JAMES J. COBB

DRN	SCALE 1" = 40'
CHK BA	DATE 3-16-90
CREW JJC	JOB NO. 9066.01

PHYSICAL SURVEY OF
LOT 25 - ROXBURY - MAP 1
PROVIDENCE TOWNSHIP
MECKLENBURG COUNTY
NORTH CAROLINA

W.K. DICKSON & CO. INC.
ENGINEERS
PLANNERS
SURVEYORS
1934 CLEVELAND AVE.
CHARLOTTE, NC 28203
704-334-5348

Job #3658A.

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

Pd $200.00 CK #1196 12-16-92 [ ] CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

PERSON FILING APPLICATION:

NAME: Kontoulas (last) Jimmy (first) (mi)

ADDRESS: 4237 Winfield Dr. PHONE: (__) 536-3682

CITY: Char. STATE: N.C. ZIPCODE: 28205

Date: 12-15-92

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 231-181-12

STREET ADDRESS: 4401 Olde Roxbury Rd.

ZONING:

PROPERTY OWNER:

NAME: ZAHRADNICEK (last) Joseph & Marie (first) (mi)

ADDRESS: _____ PHONE: (__) _____

CITY: STATE: ZIPCODE:

SUBDIVISION OR MOBILE HOME PARK NAME: Roxbury

Township (check one):
[X] 0 Mecklenburg County [ ] 2 Davidson [ ] 4 Pineville [ ] 6 Huntersville
[ ] 1 Charlotte [ ] 3 Cornelius [ ] 5 Matthews [ ] 7 Mint Hill

LOT NUMBER: LOT SIZE (in acres):

TYPE APPLICATION (check one):

[X] SOIL TEST - INDIVIDUAL LOT (D)
[X] NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
[ ] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[ ] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[ ] COMMERCIAL OR INDUSTRIAL (N)
[ ] SOIL TEST DEVELOPMENT (P)
[ ] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[ ] MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
[ ] REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
[ ] SINGLE MOBILE HOME (S) [ ] HOUSE (H) [ ] MULTIPLE FAMILY (U)
[ ] DOUBLE WIDE (D) [ ] MODULAR HOME (M) [ ] OTHER _____ (O)

NUMBER BEDROOMS: 3 NUMBER OCCUPANTS: 3

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[X] Community (C) [ ] Shared Well (S)
[ ] Municipal (M) [ ] Other 'spring' (O)
[ ] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
[ ] Swimming Pool [ ] Jacuzzi [ ] Stable/Barn [ ] Workshop [ ] None
[ ] Garage [ ] Storage Building [ ] Deck/Patio [ ] Bedrooms [ ] Other

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: Marie Zahradnicek Date: 12/16/92

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, Treatment And Disposal in effect 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 Department.

...This permit is not transferable.

...

[X] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[ ] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[ ] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Environmentalist 12-23-92 Date

Director or Authorized Section Head 12-30-92 Date

WWATER : 122791

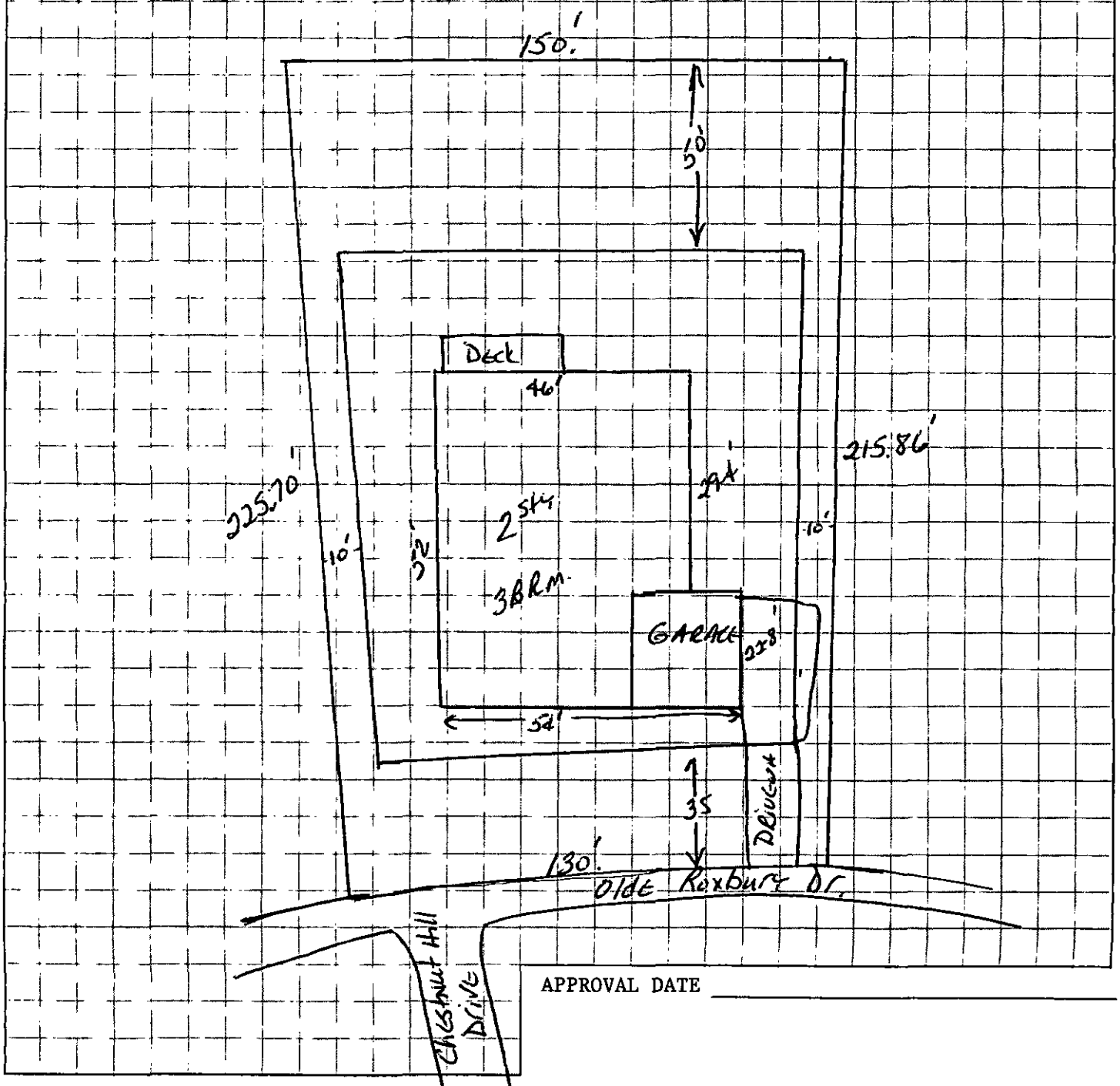
PROPOSED PLOT PLAN

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

FILE: 3658 A

TC: 231-181-12

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.



APPROVAL DATE _____

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

3658A

DATE 12/15/92

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

231-181-12
PARCEL NUMBER

4401 Olde Roxbury Dr
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

lot 25
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

Roxbury
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	**APPROVED**	**NOT APPROVE**
2. FLOODWAY REGULATIONS	**APPROVED**	**NOT APPROVE**
3. EROSION CONTROL REGULATIONS	**APPROVED**	**NOT APPROVE**
4. COMMERCIAL DRAINAGE PLAN	**APPROVED**	**NOT APPROVE**
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: D.F. None

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

SIGNED: Rwb

REVISED 1/91

JOSEPH ZAHRADNICEK 2629 LANDING VIEW Dr

MECKLENBURG COUNTY

Department of Environmental Health

August 17th, 1987

Brokaw Development Corporation
1233 Old Farm Road
Charlotte, NC 28226

RE: Property located at Roxbury Drive 25
FILE: 3658A
PARCEL: 23104402 PO

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as provisionally suitable for such an installation. A copy of the Site Evaluation Report (Serial Number 14402) is enclosed for your information.

Should you desire to file for permission to install a ground absorption sewage disposal system, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. The plan will be reviewed and if it is found that the area of provisionally suitable soils is adequate for the proposed construction, an Improvement Permit will be issued by this Department.

If I may be of assistance, please do not hesitate to contact me.

Sincerely,

Sylvia D. Daniel, R.S.
Environmental Health Supervisor
Environmental Resources Division

Enclosure

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 14402

File: 3658A Action 1

Parcel: 23104402 PO ☐ PC

Location: Roxbury Drive

Subdivision:

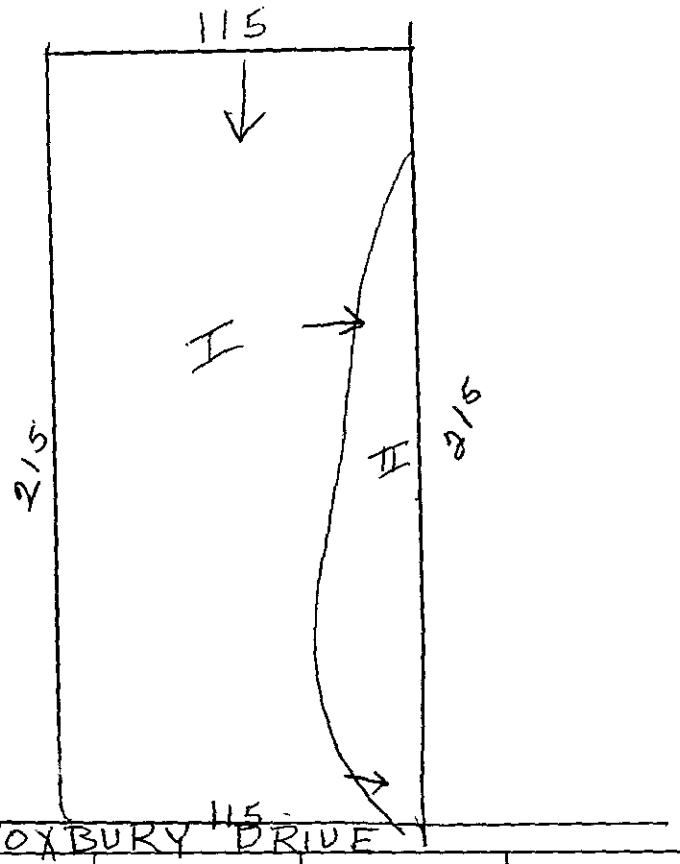
Lot: 25 Block: Acres: .57

Owner: Brokaw Development Corporation
Address: 1233 Old Farm Road
Charlotte, NC 28226

Comments: Area Restricted By slopes
Lift station may be Required

Described by: W. B. Ramsey

Date: 8-12-87



***** EVALUATION KEY *****

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

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S (PS) U 3-12	S (PS) U 7-15	S PS U	S PS U	S PS U	S PS U
Texture	S (PS) U	S (PS) U	S PS U	S PS U	S PS U	S PS U
Structure	S (PS) U	S (PS) U	S PS U	S PS U	S PS U	S PS U
Drainage	S (PS) U	S (PS) U	S PS U	S PS U	S PS U	S PS U
Depth	S (PS) U 36-47	S PS (U) 25-30	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U	S (PS) U	S PS U	S PS U	S PS U	S PS U
Available Space	S (PS) U *	S PS (U)	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	IIa Appling MKe	IIa Appling				
Area Classification	S (PS) U	S PS (U)	S PS U	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 3658A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Roxbury Dr.

② SUBDIVISION: Roxbury ③ LOT: 25 ④ BLOCK: 044

⑤ PARCEL REFERENCE: BOOK NO.: 231 PAGE NO.: 04 PARCEL NO.: 02

⑥ DEED REFERENCE: BOOK NO.: 5383 PAGE NO.: 236

OWNER

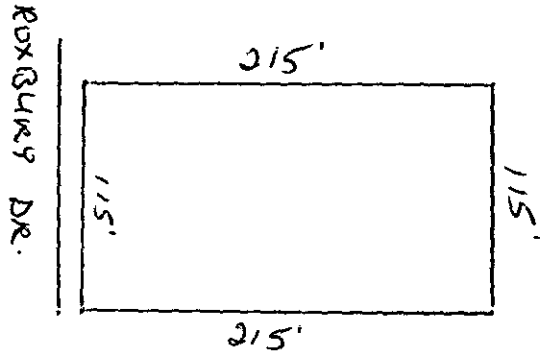
⑦ NAME: Brokaw (FIRST) Development (MIDDLE) Corp. (LAST)

⑧ MAILING ADDRESS: 1233 Old Farm Rd.

⑨ CITY: Charlotte ⑩ STATE: NC ⑪ ZIP: 28226

⑫ PHONE: (WORK) 364-0723 (HOME) 364-0723

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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 DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Keith Brokaw

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

Date: June 29, 1987

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER'S COPY