

11816 RIVERHAVEN DR

03121210

1/7/2008

duponbj

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

MECKLENBURG COUNTY
Health Department

January 31, 2003

Charles R. Hostetler
11831 Riverhaven Drive
Charlotte, NC 28208

Re: Application for improvement permit for Jason McKnight
Property Site: 11816 Riverhaven Drive
Health Department file no. 5120B

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on January 7, 2003 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 3-bedroom residence, with a design wastewater flow of ___360____gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

_____Unsuitable soil topography and/or landscape position (Rule .1940)
____X____Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
____X____Unsuitable soil wetness condition (Rule .1942)
____X____Unsuitable soil depth (Rule .1943)
_____Presence of restrictive horizon (Rule .1944)
____X____Insufficient space for septic system and repair area (Rule .1945)
_____Unsuitable for meeting required setbacks (Rule .1950)
_____Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is January 31, 2003. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do no wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Brandon Summey, R.S.
Authorized Agent - DENR

Encl: (2)

Cc: Jason McKnight

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1
Property ID: 031-212-10
Lot #: 15, 16
File #: 5120B
Code: 3

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Charles R. Hostetler
Applicant: Jason McKnight
Address: 11831 Riverhaven Drive, Charlotte, N. C. 28208
Date Evaluated: 01/06/2003
Property Size: .98a
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Location of Site: 11816 Riverhaven Drive
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	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 (IN.)	1956 Sapro Class	1944 Restr Horiz	Profile Class & LTAR
1	LS, 27	0-3	GR/SCL	FR/SEXP/SS/SP	2.5Y5/1@13"	17	N/A	NONE	US
		3-17	SBK/SC	VFI/EXP/VS/VP					
2	LS, 38	0-3	GR/SCL	FR/SEXP/SS/SP	>16" TO SOIL WETNESS	16	"	"	"
		3-16	SBK/SC	VFI/EXP/VS/VP					
3	LS, 35	0-5	GR/SL	FR/SEXP/NS/NP	>24" TO SOIL WETNESS	24	"	"	"
		5-24	SBK/SCL	FR/SEXP/SS/SP					
		LENSES OF EXP. CLAY PRESENT							
4	LS, 40	0-6	GR/SCL	FR/SEXP/SS/SP	2.5Y4/2@24"	29	"	"	"
		6-15	SBK/SCL	"					
		15-29	SBK/SC	VFI/EXP/VS/VP					

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR		

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 1/7/2002, W. R. Marlin
Others Present:

FILE # 51209

COMMENTS New Well Repair

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

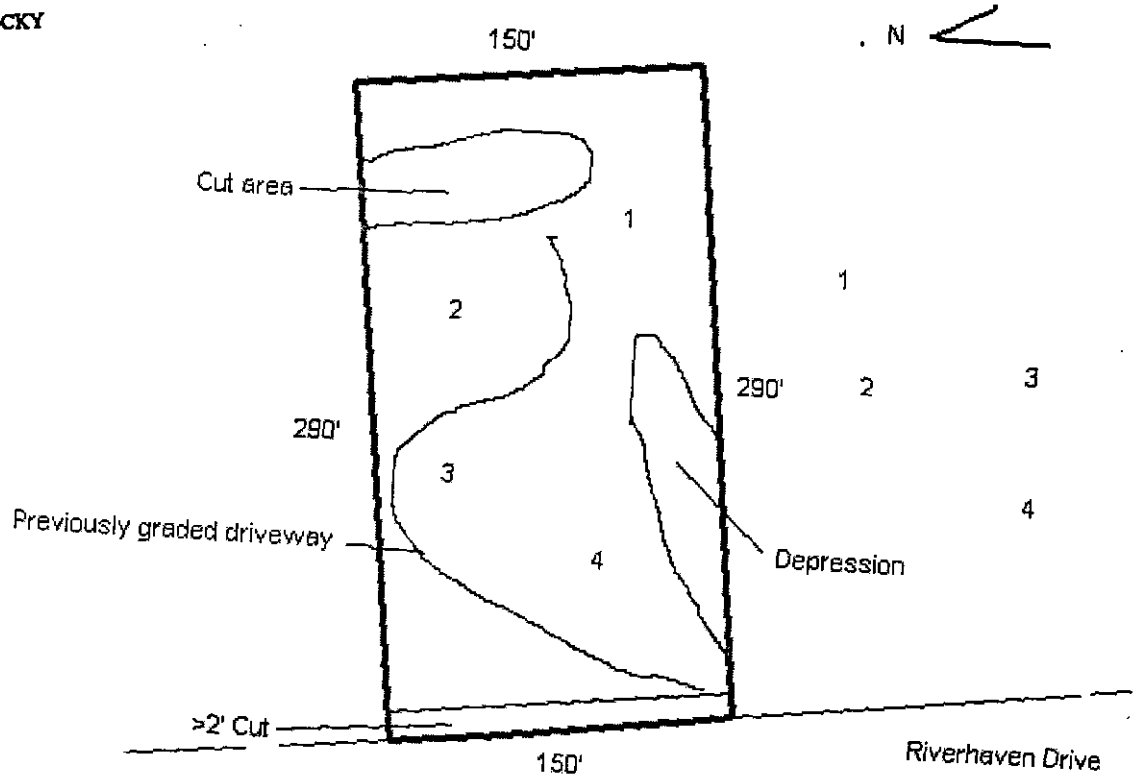
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200.00 chk #262

DATE: 12/12/02 GC

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

1 1 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 #: 5/209

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 03121210

STREET ADDRESS: 11816 Riverhaven Drive

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 15 + 16

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1785

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE 1st Week Jan

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
__ CRAWL SPACE
X 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)
X 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 X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS X YES __ NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:

NAME: McKnight Jason W
(LAST) (FIRST) (MI)

ADDRESS: 2427 Wooden Peg Ct

CITY: Charlotte STATE: NC ZIP: 28213

DAYTIME PHONE: (704) 731-1625

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Hostetler Charles K
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

11831 Riverhaven Drive
28208

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: Jason W McKnight DATE: 12/12/02

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

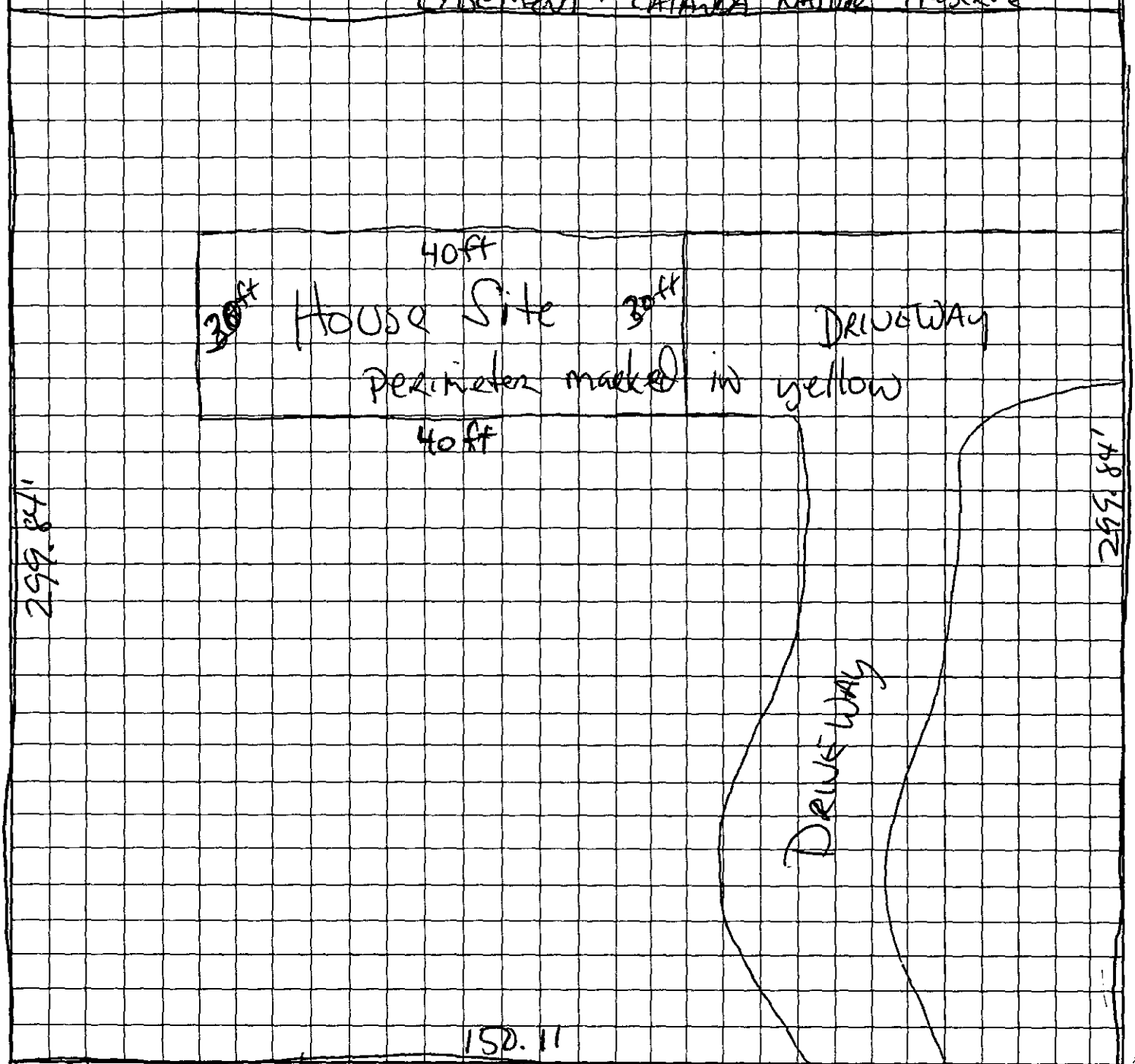
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5120B

TC: 031-212-10

150'

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.

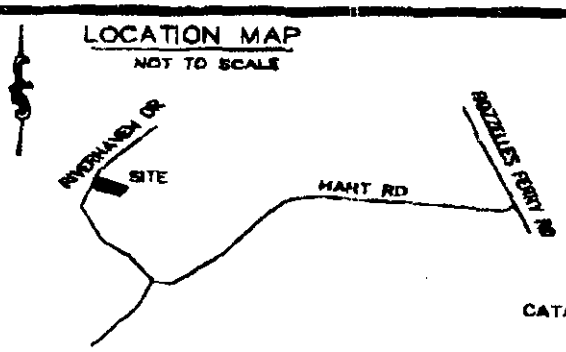


OWNER/AGENT SIGNATURE [signature]

DATE 12/12/02

APPROVAL DATE _____

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



CRAIG L. LONG P.L.S
108 KELLY COVE CT.
MOORESVILLE, N.C. 28117
(704) 799-2292

NORTH PER M.B. 8 PG. 379

NORTH CAROLINA PROFESSIONAL SEAL L-2993 LAND SURVEYOR CRAIG L. LONG

CATAWBA LANDS CONSERVANCY
8140-275

TIE LINE
N04°02'33"W
152.65'
I.F.

S04°02'33"E
150.00'

TIE LINE
S04°02'33"E
150.00'
I.F.

IRON SET

IRON SET

LOTS 15 &16
BLOCK B
44,977.52 SQ. FT.
1.033 ACRES

299.84'

N85°53'00"E

S85°51'46"W

299.64'

C.R. HOSTETLER
4022-603

C.R. HOSTETLER
4348-177

150.11 TOTAL

I.F.

75.00'

I.P.

75.11'

I.F.

N04°07'02"W

RIVERHAVEN DR

I.F.= IRON FOUND

BOUNDARY SURVEY OF

LOTS 15 AND 16 BLOCK B OF RIVERHAVEN SECTION 1

PROPERTY OF JASON AND CHRISTINE McKNIGHT

SCALE: 1"=40' CHARLOTTE MECKLENBURG CO., N.C.

AS RECORDED IN MAP BOOK 8 PG. 379

DATE: DEC. 1, 2002

TAX CODE 031-212-10

11816 RIVERHAVEN DRIVE

EOC > =1:10,000

OFFER TO PURCHASE AND CONTRACT

Jason & Christine McKnight hereby offers to purchase and Charles Hostetler, as Buy 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 loc thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mack, State of North Carolina, being known as and more particul described as: Street Address 11816 Riverhaven Drive, Zip 28214 Le Description: #15 & 16 BB M8-379 Riverhaven Dr (☐ All ☐ A portion of the property in Deed Reference: Book ____, Page No. ____, ____ County

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing docum 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, attac floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combinat doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace scree gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, stor sheds, mailboxes, wall and/or door mirrors, and any other 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 Date 11/12/02

4. **PURCHASE PRICE:** The purchase price is $ ~~26,000.00~~ 25,000.00 and shall be paid as follow

(a) $ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ oth ____ to be deposited and held in escrow by ATC - Mathews ("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 of 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 contr 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 su 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 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 requir 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 be 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 ____ TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ ____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed 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) $ 24,500.00, BALANCE of the purchase price in cash at Closing. 24,500

5. **CONDITIONS:** (Date N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) __Conventional X Other: Construction loan at a __Fixed Rat __Adjustable Rate in the principal amount of 100% (plus any financed VA Funding Fee or FHA MIP) for a term ____year(s), at an initial interest rate not to exceed 10% % per annum, with mortgage loan discount points not to exceed 1 % of the loan amoun Buyer shall apply for said loan within 10 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customar loan commitment letter on or before Nov 30, 2002 and to satisfy all terms and conditions of the loan commitment letter by Closing. After th above later date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loa commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by writte notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs wit respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: Seller to Prepay for Perk & Soil tests

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for SF Residential Use 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 suf 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 covenant 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 pending or confirmed governmental special assessments for sidewalk, paving, water sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None (Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: None

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 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 Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contr and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCU FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. 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 opt of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porc and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excess moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall completed and written notice of necessary repairs shall be given to Seller on or before N/A. Seller shall provide written not to Buyer of Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Clos 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 p control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to structures except N/A there was no visible evidence of wood-destroying inse 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, 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 writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or dama 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 completing them or refusing complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminati this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addend 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 LISTE ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing possession by Buyer, 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. JAN. 3, 2003 JWM CM 11/12/02

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 pape necessary in connection with Closing and transfer of title on or before ~~December 20, 2002~~ at a place designated by Buyer. The deed to be made to Jason & Christine McKnight.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closin ☐ 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.)

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 a destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all depos 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,* th 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 b 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 assign 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 sha* 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 provisio other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein sha alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any othe agency agreement between them.

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Thi offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original bein 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.

Date: 11/6/02 Date: 11-11-02

Buyer Jason W. McKnight (SEAL) Seller Charles R. Hazelton (SEAL)

Date: 11-6-02 Date: _____

Buyer Christine McKnight (SEAL) Seller _____ (SEAL)

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

Date _____ Firm: _____

By: _____

Selling Agent/Firm/Phone Lesley Summerville / AJC / 704-577-7099

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☒ Dual Agent

Listing Agent/Firm/Phone Scott CAMPBELL / Allen Tate / 704-849-6645

Acting as ☐ Seller's (sub)Agent ☒ Dual Agent

ADDITIONAL PROVISIONS ADDENDUM

Jason & Christine McKnight, as Buyer
Charles Hostetler, as Seller
Property Located at 11816 Riverhaven Drive (Street) Charlotte (City) NC (State) 28214 (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. D.K. CM 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 3 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 Nov. 22, 2002.

4. D.K. CM SITE EVALUATION: This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for Single-family Well. 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 Nov 22, 2002.

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 HomeTrust 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. D.K. CM OTHER: (Attorney Review Recommended.)
Offer is contingent upon seller the cost of well & septic installation at 11816 Riverhaven Drive to not exceed $10,000. Buyer will obtain price as soon as the perk and soil tests have been confirmed.

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

Buyer: Jason W. McKnight (SEAL) Date 11/6/02
Buyer: Christine McKnight (SEAL) Date 11-6-02
Seller: Charles L. Hostetler (SEAL) Date 11-11-02
Seller: _____ (SEAL) Date _____