

16440 MARVIN RD

22308140

12/31/2007

duponbj

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

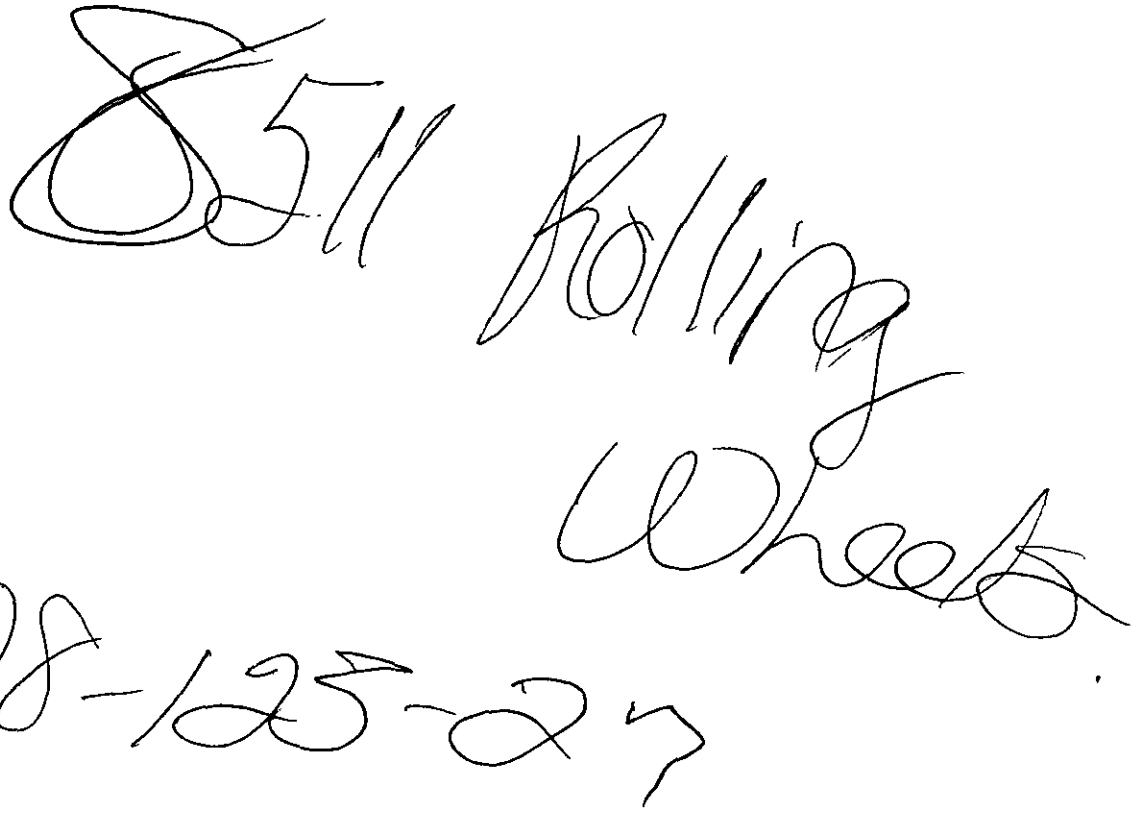
11/3/99
gc

New Prospective Property Owner will need to make application in their name, pay $100 for additional site evaluation to be given to L.T. with proposed plan from T. Whittaker

If I.P. is issued then

Auth to Const. will be $150

CO will be $150


Still Rolling
Wheels
108-125-27

Mecklenburg County
Health Department

July 29, 1998

Evermay LLC/Herman Moore
2809 Cavan Court
Charlotte, NC 28270

Re: 16440 Marvin Road
File: 2574B
Parcel: 223-081-40

Dear Mr. Moore:

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 .1941 **SOIL CHARACTERISTICS (MORPHOLOGY)**, .1942 **SOIL WETNESS CONDITIONS**, .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,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

FEE: 100.00 CK #1296

DATE: 6-19-98 VW

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

COPY

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 #: 25748

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 223-081-40

TAX/PARCEL NUMBER: [illegible]

STREET ADDRESS: 16440 Marvin Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: Everman

LOT NUMBER: 9

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

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: 5400

NUMBER OF BEDROOMS: 5 | NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Everman L.L.C. / Herman Moore (LAST) (FIRST) (MI)	NAME: Martin Timothy R (LAST) (FIRST) (MI)
ADDRESS: 2809 Cavan Court	DAYTIME PHONE: (704) 383 - 8268
CITY: Charlotte STATE: NC ZIP: 28270	
DAYTIME PHONE: (704) 541 - 3800	

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: [signature] DATE: 6/19/98

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

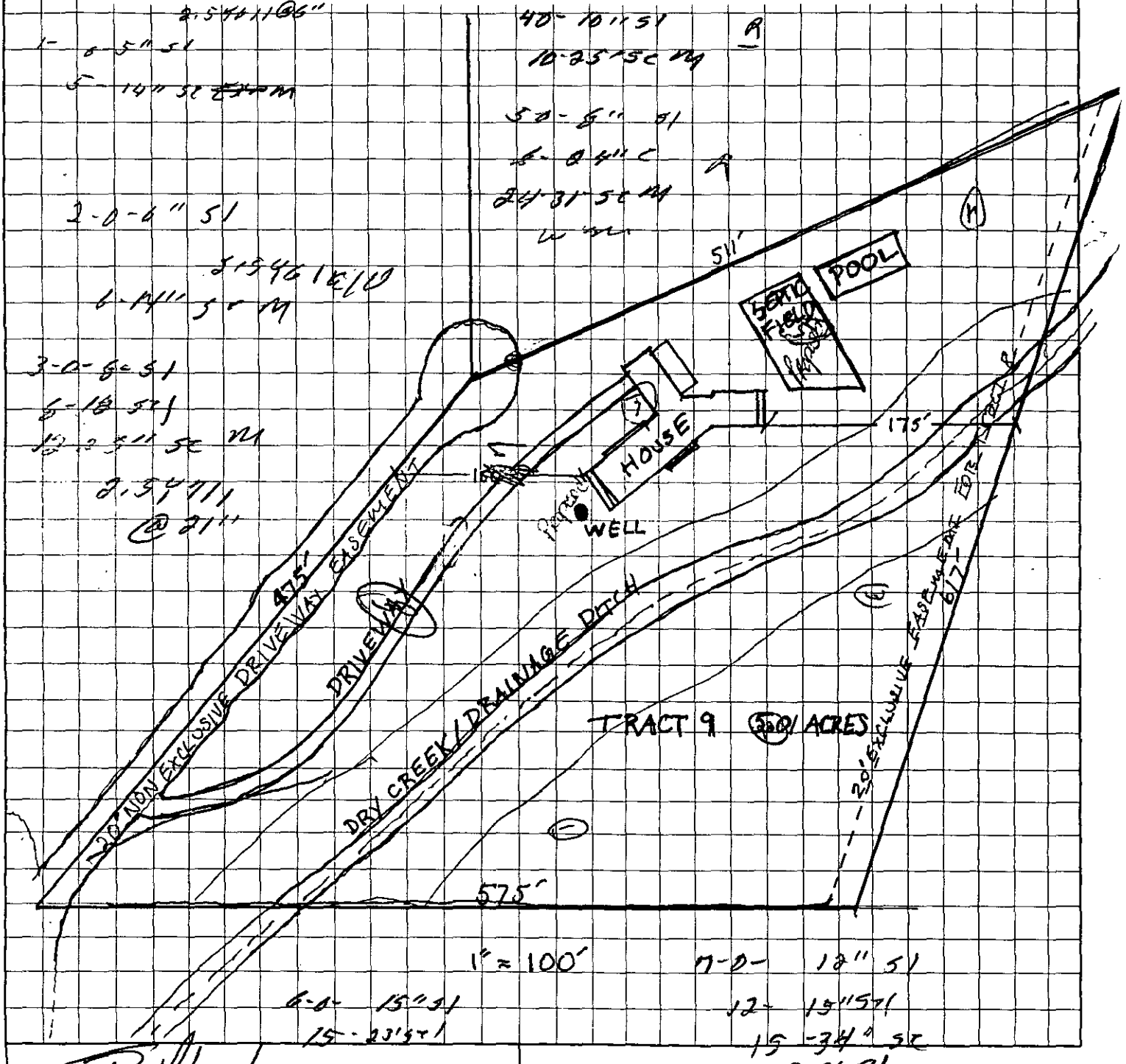
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

COPY

FILE: 2574B

TC: 223-081-40

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 T R Martin

DATE 6/12/98

APPROVAL DATE possibl

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

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

#3

Sheet 1
PROPERTY ID #: 223-08140
Lot # : 9
File # : ~~[illegible]~~ 25748

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Everway LLC / Herman Moore APPLICANT: Timothy Marlin
ADDRESS: 2809 Carran Court, Thurmond, N.C. DATE EVALUATED: 7-14-98
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 660gpd PROPERTY SIZE: 5.0
LOCATION OF SITE: 1644 Warren Road PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☐ ~~Well~~ ☐ Spring ☐ Other
EVALUATION METHOD: ☐ ~~Auger Boring~~ ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS 2-10% 25	0-5"	gr/ sl	VFr/ SEXP/ NS/ NP	2.5Y 6/1 @ 6"	14"	N/A	None	US
		5-14"	SBK/ sc	Fi-VFi/ M/ VS/ VP					
2	LS	0-6"	gr/ sl	VFr/ SEXP/ NS/ NP	2.5Y 6/1 @ 10"	14"	N/A	None	US
		6-14"	SBK/ sc	Fi-VFi/ M/ VS/ VP					
3	LS	0-8"	gr/ sl	VFr/ SEXP/ NS/ NP	2.5Y 7/1 @ 21"	25"	N/A	None	US
		8-12"	SBK/ scl	Fr/ SEXP/ SS/ SP					
		12-25"	SBK/ sc	Fi-VFi/ M/ VS/ VP					
4	R	0-10"	gr/ sl	VFr/ SEXP/ NS/ NP	>25" 5 0 50 1 wetness	25"	N/A	None	US
		10-26"	SBK/ sc	Fi+VFi/ M/ VS/ VP					

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

OTHER FACTORS (.1946): Ø
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. B. Marlin 7-14-98
OTHER(S) PRESENT: LSS

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

Sheet 2
PROPERTY ID #:
Lot # :
File # : 25748

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: APPLICANT:
ADDRESS: DATE EVALUATED:
PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949): PROPERTY SIZE:
LOCATION OF SITE: PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 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
5	R	0-8"	gr/sl	VFr/SEXP NS/NP	7.5YR 7/1 TO 10YR 5/1 wetness	31"	N/A	None	US
		8-24"	SBK/c	Fi/SEXP/SP					
		24-31"	SBK/sc	Fi-VFi/M/VS/VP					
6	LS	0-15"	gr/sl	VFr/SEXP NS/NP	7.5YR 7/6 TO 10YR 5/1 wetness	36"	N/A	None	US
		15-23"	SBK/scl	Fr/SEXP SS/SP					
		23-36"	SBK/sc	Fi-VFi/M/VS/VP					
7	LS	0-12"	gr/sl	VFr/SEXP NS/NP	7.5YR 7/6 TO 10YR 5/1 wetness	34"	N/A	None	US
		12-15"	SBK/scl	Fr/SEXP SS/SP					
		15-34"	SBK/sc	Fi/SEXP/SP					
		possible plotty							
8	LS	0-7"	gr/sl	VFr/SEXP NS/NP	7.5YR 7/6 TO 10YR 5/1 wetness	40"	N/A	None	PS .39/F2 IV
		7-43"	SBK/c	Fi/SEXP/SP					
		43-46"	SBK/scl	Fr/SEXP SS/SP					

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

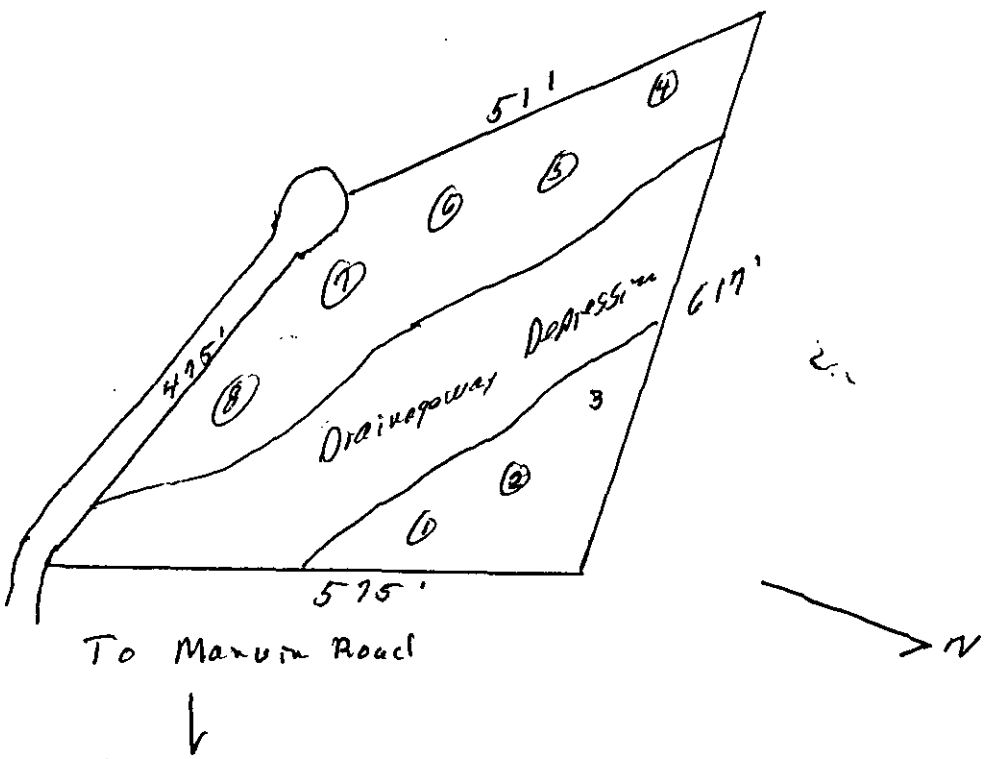
OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. R. Marlin 7-14-98
OTHER(S) PRESENT: LSS

FILE # 25748

COMMENTS 1002 Repair

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	



Mecklenburg County
Health Department

Evermay L.L.C./Herman Moore
2009 Cavan Court
Charlotte NC 28270

Re: 16440 Marvin Rd
File: 2574-B
Parcel: 223-081-40

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If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

Soil & Environmental Consultants, Inc.

231 16th Avenue NE ■ Hickory, North Carolina 28601 ■ (704) 322-6700 ■ Fax (704) 327-9164

Facsimile Sheet

Fax Number (704) 327-9164

Date: 10-5-98 Time Sent: _____

To: Name: Bill Marlin cc: _____

Company: _____ _____

Fax Number: (704) 336-6894 _____

From: Steven Price Subject: Evermay Subdivision

Number of pages including transmittal sheet: 8

____	For your comments/approval	___V___	For your information
____	Per our conversation	____	Per your request
____	Please advise	____	Please call
____	Would like to discuss	____	Please handle

Hard Copy Sent:

____	US regular mail	____	Hand delivery
____	UPS overnight	____	US certified
____	Federal Express	____	No hard copy sent
____	Other _____		

Remarks: _____

If you have any questions or problems with the transmission, please contact _____ at (704) 322-6700.

Confidentiality Notice

This transmission is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that nay disclosure, distribution or copying of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and return the faxed documents to us at the above address via the United States Postal Service.

S&EC

Soil & Environmental Consultants, Inc.

231 16th Avenue N.E. ■ Hickory, North Carolina 28601 ■ (828) 322-6700 ■ Fax (828) 322-6790

October 5, 1998
Project #: 2-1127

Saturated Hydraulic Conductivity Measurements For Lots 9 and 10, Evermay Subdivision, Mecklenburg Co.

Rudolph Moore Properties
Attn: Mr. Herman Moore
2809 Cavan Court
Charlotte, NC 28270

Dear Mr. Moore:

During August and September 1998, Soil & Environmental Consultants, Inc (S&EC) evaluated the hydraulic characteristics at various locations on the aforementioned property. The areas to be tested had already been located by Bill Marlin of the Mecklenburg County Health Department. The purpose of this evaluation was to determine the saturated hydraulic conductivity of various soil horizons to give the Mecklenburg County Health Department additional information to be used in assigning a loading rate for these soils. The soils observed on Lot 9 contained between 24 and 30+ inches of usable material, before encountering a restrictive horizon. While the soils observed on Lot 10 contained between 19 and 30+ inches of usable material. The following is a brief report of the methods utilized in this evaluation and the results obtained.

Methods:

Hydraulic Conductivity

Saturated hydraulic conductivity of the unsaturated zone was measured using a compact constant head permeameter. The method used in these measurements were similar to those described in Methods of Soil Analysis, Part 1., Chapter 29 - Hydraulic Conductivity of Saturate Soils: Field Methods, 29-3.2 Shallow Well Pump In Method, pp. 758-763 and in the Soil Science Society of America Journal, Vol. 53, no. 5, Sept.-Oct. 1989, "A Constant-Head Permeameter for Measuring Saturated Hydraulic Conductivity of the Vadose Zone" and "Comparison of the Glover Solution with the Simultaneous Equations Approach for Measuring Hydraulic Conductivity".

Results:

Lot 9

A total of six in-situ conductivity's were measured at the site. Measurements were made, in the unsaturated zone, at different locations throughout the proposed area. The results are listed in Table 1.

The depths of saturated hydraulic conductivity's (Ksats) in the Bt horizon were between 13 and 19 inches at three sites (sites 1, 2, and 3). The Ksats for this zone ranged between 0.92 to 3.04 gpd/ft², with an average of 2.01 gpd/ft². The depths of saturated hydraulic conductivity's (Ksats) in the BC horizon were between 25 and 34 inches at three sites (sites 1, 2, and 3). The Ksats for this zone ranged between 0.15 to 1.07 gpd/ft², with an average of 0.53 gpd/ft². The state will typically allow you to utilize approximately 10 percent of the measured Ksat, at the proposed trench bottom depth, on untreated effluent. Utilizing the measured Ksats, the loading rate could be 0.2 gpd/ft². Based on state rules, these soils (group IV) could receive a loading rate ranging from 0.05 to 0.2 gpd/ft² for a LPP septic system. Based on the conductivity measurements and the soils observed on-site, I would recommend utilizing a loading rate of between 0.12 and 0.15 gpd/ft².

Lot 10

A total of six in-situ conductivity's were measured at the site. Measurements were made, in the unsaturated zone, at different locations throughout the proposed area. The results are listed in Table 2.

The depths of saturated hydraulic conductivity's (Ksats) in the Bt horizon were between 8 and 18 inches at three sites (pits 1, 2, and 3). The Ksats for this zone ranged between 0.12 to 1.79 gpd/ft², with an average of 0.7 gpd/ft². The depths of Ksats in the Bt2/BC horizons were between 24 and 35 inches at three sites (pits 1, 2, and 3). The Ksats for this zone ranged between 0.18 to 0.75 gpd/ft², with an average of 0.47 gpd/ft². If all of the Ksats are averaged and the high and low values are disregarded then our range is from 0.18 to 0.75 gpd/ft², with an average Ksat of 0.4 gpd/ft². The state will typically allow you to utilize approximately 10 percent of the measured Ksat on untreated effluent. If the effluent is pretreated (i.e. sand filter or peat filter) the state will typically allow a higher percentage (30%) of the Ksat to be utilized.

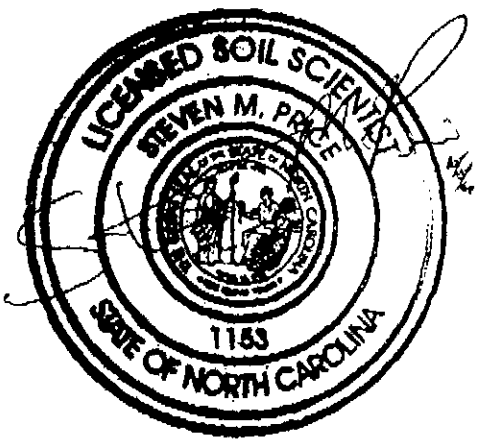
Utilizing the measured Ksats, the loading rate could be 0.04 gpd/ft² without pretreatment. By utilizing pretreatment, the loading rate could be increased to approximately 0.12 gpd/ft² for a LPP system. However, the area closest to the northern property line appeared to have at least 30" of usable soils. If this area is

large enough a conventional system could potentially be utilized using a loading rate of 0.24 gpdft^2. This would also require pretreatment

Based on state rules, these soils (group IV) could receive a loading rate ranging from 0.05 to 0.2 gpd/ft^2 for a LPP septic system, and 0.1 to 0.4 gpd/ft^2 for conventional systems. Based on the conductivity measurements and soils observed on-site, I would recommend utilizing a loading rate of 0.20 for a conventional septic system with pretreatment, if possible. Otherwise a LPP system could be utilized using pretreatment and a loading rate of 0.10 gpd/ft^2. It is recommended that a french drain be installed upslope of the system, along the property line between Lots 10 and 11. This should help keep any laterally flowing groundwater from entering the system from upslope. The repair area for this lot will probably require either a drip or LPP fill system.

Please call if you have questions or require further information.

Sincerely,



Steven M. Price,
NC Licensed Soil Scientist #1153

cc: Bill Marlin

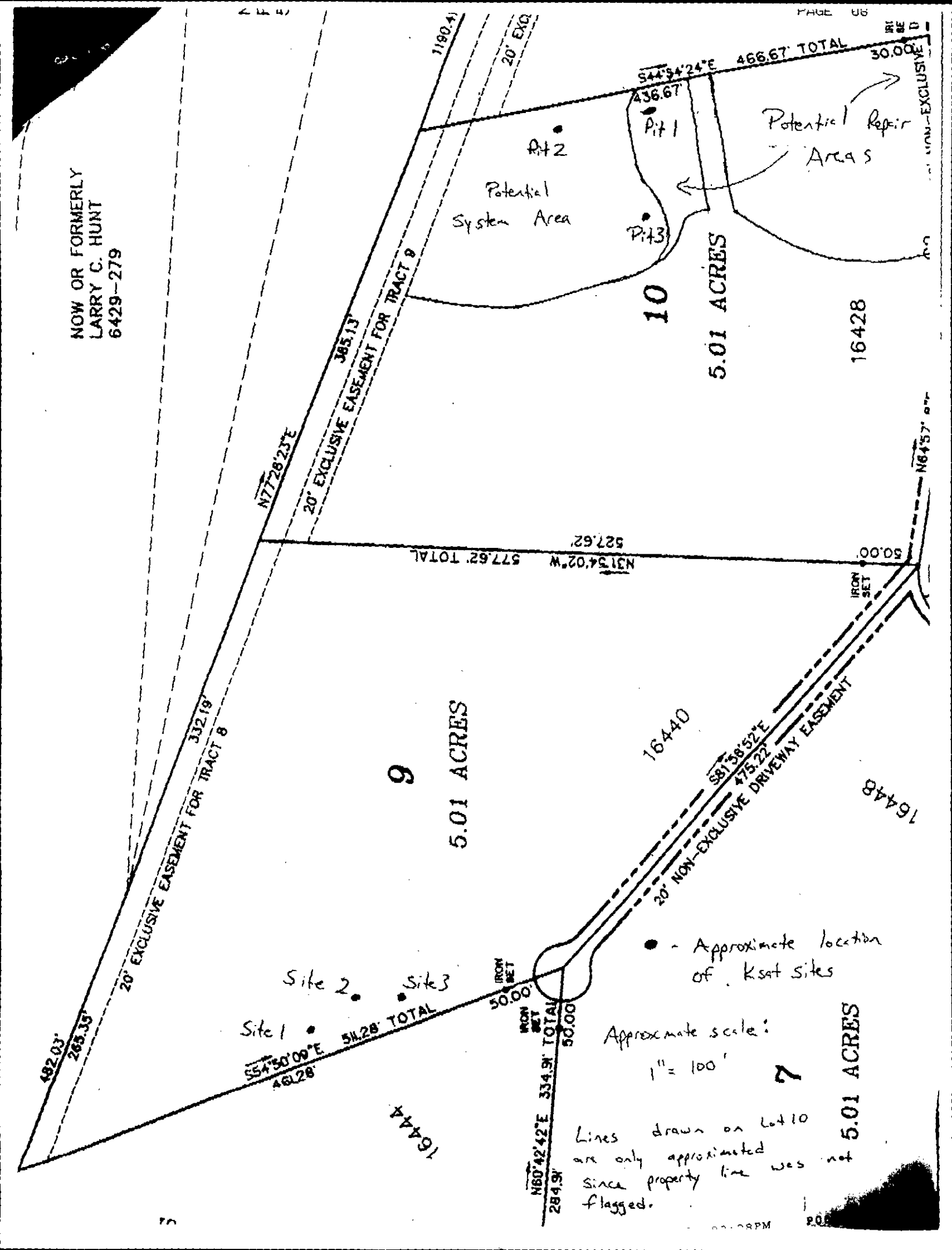
Table 1

Herman Moore Lot 9 Ksats

site 1											
	Bt	13-19"	Ksat	>	0.157	cm/hr	~	1.48	in./day	~	0.92 gpd/sq. ft
	BC	29-34"	Ksat	>	0.182	cm/hr	~	1.72	in./day	~	1.07 gpd/sq. ft
site 2											
	Bt	14-19"	Ksat	>	0.517	cm/hr	~	4.89	in./day	~	3.04 gpd/sq. ft
	BC	25-32"	Ksat	>	0.061	cm/hr	~	0.58	in./day	~	0.36 gpd/sq. ft
site 3											
	Bt	13-19"	Ksat	>	0.353	cm/hr	~	3.34	in./day	~	2.08 gpd/sq. ft
	BC	28-34"	Ksat	>	0.025	cm/hr	~	0.24	in./day	~	0.15 gpd/sq. ft

Average value of Ksats of Bt horizon **2.01 gpd/sq ft**

Average value of Ksats of BC horizon **0.53 gpd/sq ft**


NOW OR FORMERLY
LARRY C. HUNT
6429-279
1190.41'
20' EXCL.
S44°54'24"E 466.67' TOTAL
436.67'
30.00'
NON-EXCLUSIVE
Pit 1
Pit 2
Pit 3
Potential Repair Areas
Potential System Area
10
5.01 ACRES
16428
N77°28'25"E
385.13'
20' EXCLUSIVE EASEMENT FOR TRACT 8
N64°57'
N13°54'02"W 527.62' TOTAL 577.62'
50.00'
IRON SET
9
5.01 ACRES
16440
S81°38'52"E
475.22'
20' NON-EXCLUSIVE DRIVEWAY EASEMENT
16448
332.19'
20' EXCLUSIVE EASEMENT FOR TRACT 8
492.03'
265.33'
Site 2
Site 3
Site 1
IRON SET
50.00'
S54°50'09"E 511.28' TOTAL
461.28'
IRON SET
50.00'
334.9' TOTAL
50.00
N80°42'42"E
284.9'
16444
7
5.01 ACRES
• - Approximate location of Ksat sites
Approximate scale:
1" = 100'
Lines drawn on Lot 10 are only approximated since property line was not flagged.
P.O.B.

FEE: 100.00 CK #12916

DATE: 6-19-98 RW

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 #: 9574B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 223-081-40

TAX/PARCEL NUMBER: 223-081-40

STREET ADDRESS: 16440 Marvin Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: Evermay

LOT NUMBER: 9

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: 5400

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 5

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

- [ ] WITHOUT BASEMENT ON SLAB
- [ ] CRAWL SPACE
- [✓] WITH BASEMENT /PLUMBING
- [ ] WITH BASEMENT /NO PLUMBING

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [✓] NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: Evermay L.L.C. / Herman Moore
(LAST) (FIRST) (MI)

ADDRESS: 2809 Cavan Court

CITY: Charlotte STATE: NC ZIP: 28270

DAYTIME PHONE: (704) 541 - 3800

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Morton Timothy R
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704) 383 - 8268

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: [signature] DATE: 6/19/98

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

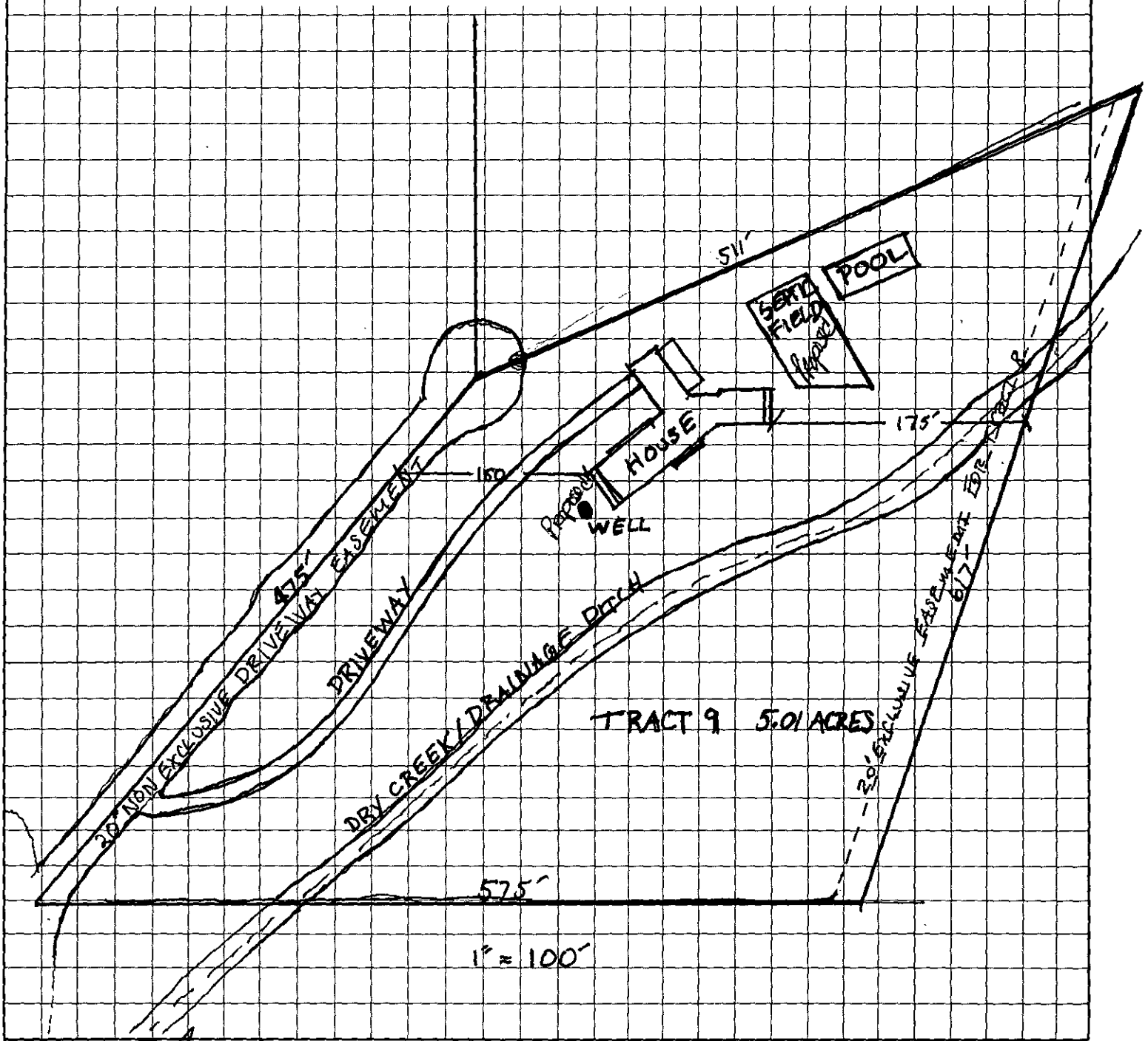
PROPOSED PLOT PLAN

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

FILE: 2574B

TC: 223-081-40

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 T R Martin

DATE 6/12/98

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

TIMOTHY R. & JOANNE MARTIN, as Buyer, hereby offers to purchase and EVERMAY Lot C, 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 CHARLOTTE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 16440 MARVIN RD Zip 28277
Legal Description: L9 M26 - 666 (☐ 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:

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

4. **PURCHASE PRICE:** The purchase price is $ 200,000 and shall be paid as follows:
(a) $ 1,000, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by COLDWELL BANKER FOUR HOUSE as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $_____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $_____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $_____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 199,000, 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 7/1/98, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of $ 145,000 for a term of 10 year(s), at an interest rate not to exceed 7 3/4 % 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: NONE
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 SINGLE RESIDENTIAL, REFERENCE PARAGRAPH #16 purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

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 $ 300 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.

(a) **Property Disclosure:**

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

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

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LOT

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

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

(c) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance:** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. **REASONABLE ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before AUGUST 21, 1998, at a place designated by Buyer. The deed is to be made to AS DIRECTED

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.)

(1) SEE ADDITIONAL PROVISIONS ADDENDUM.

(2) SEE FAX COVER SHEET FROM RUDOLPH MOORE PROPERTIES DATED 6/2/98 ITEMS #3 + 4.

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 Timothy R. Murphy (SEAL) Seller EVERMAY L.L.C. (SEAL)

SS/Tax ID# 252-38-4433 SS/Tax ID# 56-1893340

Buyer Bruce Carlton (SEAL) Seller Herman A. Moore, Jr. (SEAL)

SS/Tax ID# 147-38-6590 SS/Tax ID#

Date 6/6/98 Date:

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 6/6/98 Firm: COLDWELL BANKER FOUNTAINE

By: Robin Scala

☒ Buyer's Agent ☐ Seller's (sub)agent

Selling Agent/Firm/Phone ROBIN SCALA / COLDWELL BANKER FOUNTAINE 364-3300 Acting as ☐ Dual Agent

☒ Seller's (sub)agent

Listing Agent/Firm/Phone JUDY PERRELL / BISSELL-HAYES 364-4515 Acting as ☐ Dual Agent

12. PROPERTY DISCLOSURE:

(a) **Property Disclosure:**

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

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

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LOT

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

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

(c) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance:** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. **REASONABLE ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before AUGUST 21, 1998, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

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.)

(1) SEE ADDITIONAL PROVISIONS ADDENDUM.

(2) SEE FAX COVER SHEET FROM RUDOLPH MOORE PROPERTIES DATED 6/2/98 ITEMS #3 + 4.

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 Timothy R. Myers (SEAL)
SS/Tax ID# 102-38-4433

Buyer Bruce Cartin (SEAL)
SS/Tax ID# 147-38-6550

Seller EVERMAY L.L.C. (SEAL)
SS/Tax ID# 56-1892340

Seller Herman A. Moore, Jr. (SEAL)
SS/Tax ID#

Date:

OFFER TO PURCHASE AND CONTRACT

TIMOTHY R. & JOANNE MARTIN, as Buyer, hereby offers to purchase and EVERMAY LOT C, 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 CHARLOTTE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 16440 MARVIN RD Zip 28277
Legal Description: L9 M26 - 666
(☐ 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:

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

4. **PURCHASE PRICE:** The purchase price is $ 200,000 and shall be paid as follows:
(a) $ 1,000, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by COLDWELL BANKER FOOTHOUSE as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 199,000, 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 7/1/98, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of $ 145,000 for a term of 10 year(s), at an interest rate not to exceed 7-3/4 % 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: NONE
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 SINGLE RESIDENTIAL REFERENCE PARAGRAPH #16 purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

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 $ 300 per year.