

19415 CALLAWAY HILLS LN

00308148

7/5/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 7562A DATE: 4/9/01

TC: 003 081 48 ☒ L ☐ CRT

SERIAL Nº 18573

Name of Owner Kimberly Chambers Juris.:

Address of Property 19415 Calloway Hills LN

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 4 @ various lengths

Cover Depth 12"

Water Supply Source Well

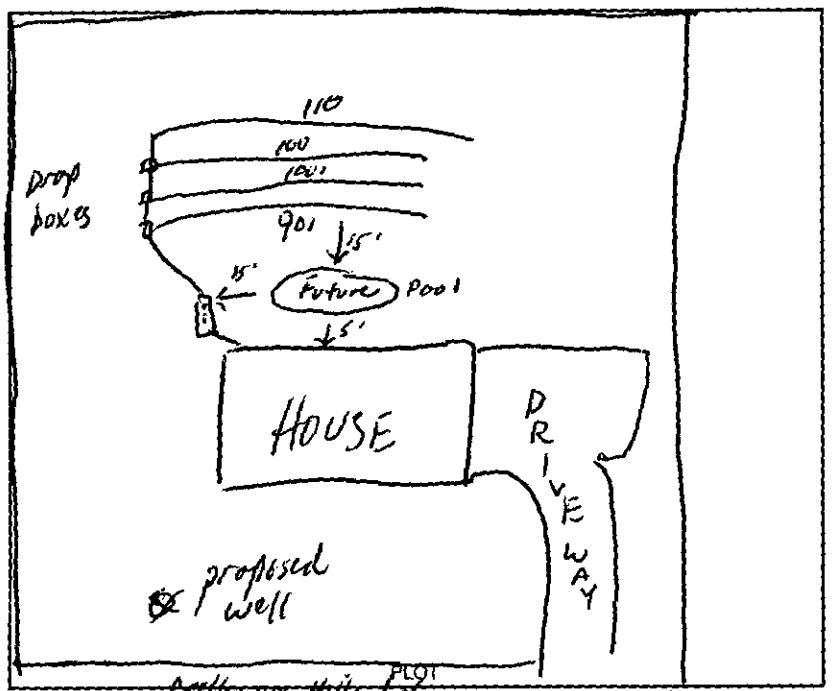
Distance to Water Source >100'

Excavation Inspected 4/9/01

Tank(s) Inspected 4/9/01

Wash Line Inspected plumb to tank

High Water Alarm Inspected N/A



Design 2001, 150 UST, INO 400' E2Flow, Drop Boxes ccir1 CTR# Larry Tucker Septic

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

☒ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

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

☐ Certificate of Completion ☒ Operation Permit

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

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

COMMENTS: Septic System designed for a 4 bedroom residence Type IIIg

Philo A. Walker RS.
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

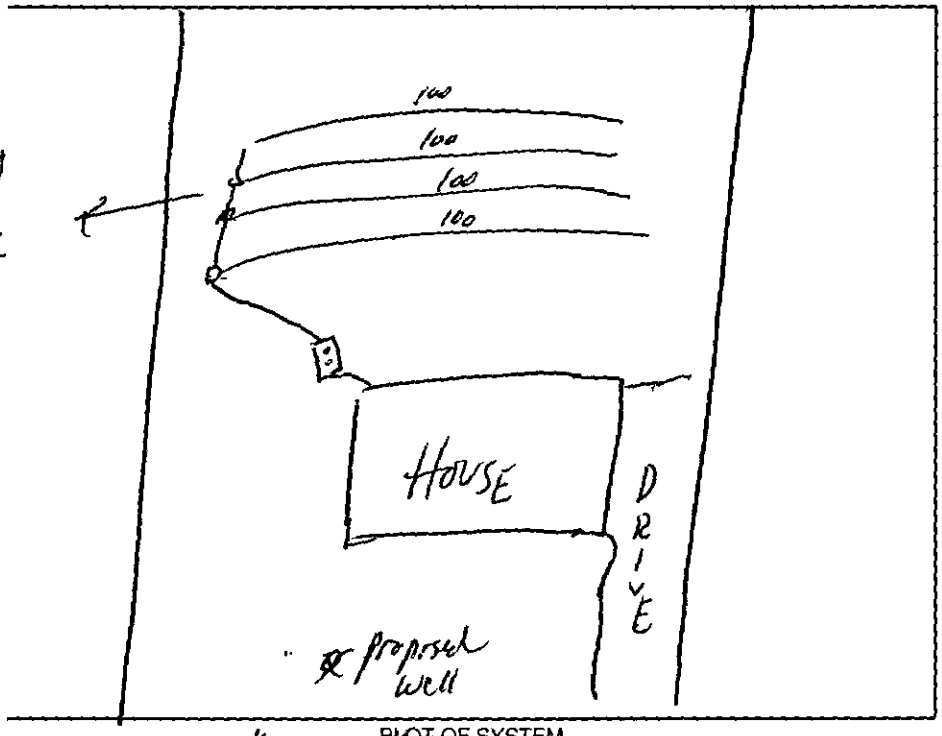
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 7562A DATE: 4/9/01

TC: 003 081 48 W/L

SERIAL No 18710

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 3/18/98. All work shall be completed on or before 5/9/01, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous Yes

Total Line Length 400' feet

Number of Lines 4 (100')

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 100' feet
50' min

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

NAME OF OWNER Kimberly Chambers

LOCATION OF PROPERTY 19415 Calloway Hills LN

Comments: Install 1500ST, Innovative Septic System, 4 lines x 100' long x 3' wd Keep the septic system > 100' (50' min) from the proposed well Install Drop boxes

Phyllis S. Walker R.S.
Environmental Health Specialist

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

Mecklenburg County
Health Department

Conditions of Improvement Permit

File Number: 7562 A
Site Address: Lot 16A Runnymede

1. The wastewater treatment and disposal system permitted is an innovative system designed by Tim Whittaker. The septic system must be installed as designed and approved.
2. Nitrification trenches shall be constructed as level as possible but in no case shall the fall in a single trench bottom exceed one-fourth inch in 10 feet as determined by an engineer's level or equivalent.
3. Any changes in the site must be pre-approved by the Mecklenburg County Environmental Health Department.
4. The wastewater treatment and disposal drain field area, including the designated repair areas, shall not be used for any of the following:

   - Grading or filling
   - Parking or driving heavy equipment in the area or subjecting the site to possible soil compaction
   - Construction staging area
   - Installation of lawn irrigation components
   - Installation of underground utilities or cables of any type
   - Burial of any debris or material
   - Utilizing the area for gravesites
   - Diversion of storm water runoff into this area

5. Septic system installer must be registered with Mecklenburg County prior to meeting for the required pre-construction conference.
6. System installer will be required to water level the distribution device prior to final system approval. Drop boxes may be required on certain applications.
7. The system owner shall have the contents of the septic tank checked, and the contents of the tank removed, periodically from all compartments, to ensure proper operation of the system. The contents of the septic tank shall be pumped whenever the solids level is found to be more than 1/3 of the liquid depth in any compartment.
8. All septic tank riser and effluent filter rules will apply to this system. It is strongly recommended that access risers be added to both ends of the septic tank, extending to at least finish grade. This will allow periodic inspection of the solids level in the tank as well as help facilitate the periodic cleaning of the effluent bio-filter.

Owner/Agent Signature Lee Ann Blanz **Date** 4-10-00

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 3-23-00 PERMIT NO: 75624

PARCEL NO: 003-082-48

JOB LOCATION ADDRESS: 1945 Callaway Hills Lane

PROPERTY OWNER: Monica Investments

BUILDING CONTRACTOR: _____

SUBDIVISION NAME: Conyngedon HA

AUTHORIZATION ISSUED BY: _____ DATE: 3-23-00

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 75624, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: See conditions of Improvement Permit

OWNER CERTIFICATION

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

Lou Ann Blarey 4-10-00

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 7562A

Tax Number: 003-061-48

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

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Yes Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	N/A Gallon pump tank	N/A Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: - Grap I, II or III backfill required if plan is switched to chambered system - Any changes to plan must be submitted for approval - Builder = Drainage improvements to lot are expected - direct surface water and gutter downspouts away from septic system				
Repair Area System Type Type (circle one): I II (III) IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
534 Absorption Area (Sq ft) 267 Total Trench Length (Ft)	N/A Depth of Stone Trench	8' Trench spacing (min. on centers)	30" Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

P. L. Thompson J.L.S. 3-23-00

DEHNR Authorized Agent Date

Lou Ann Blount 4-10-00

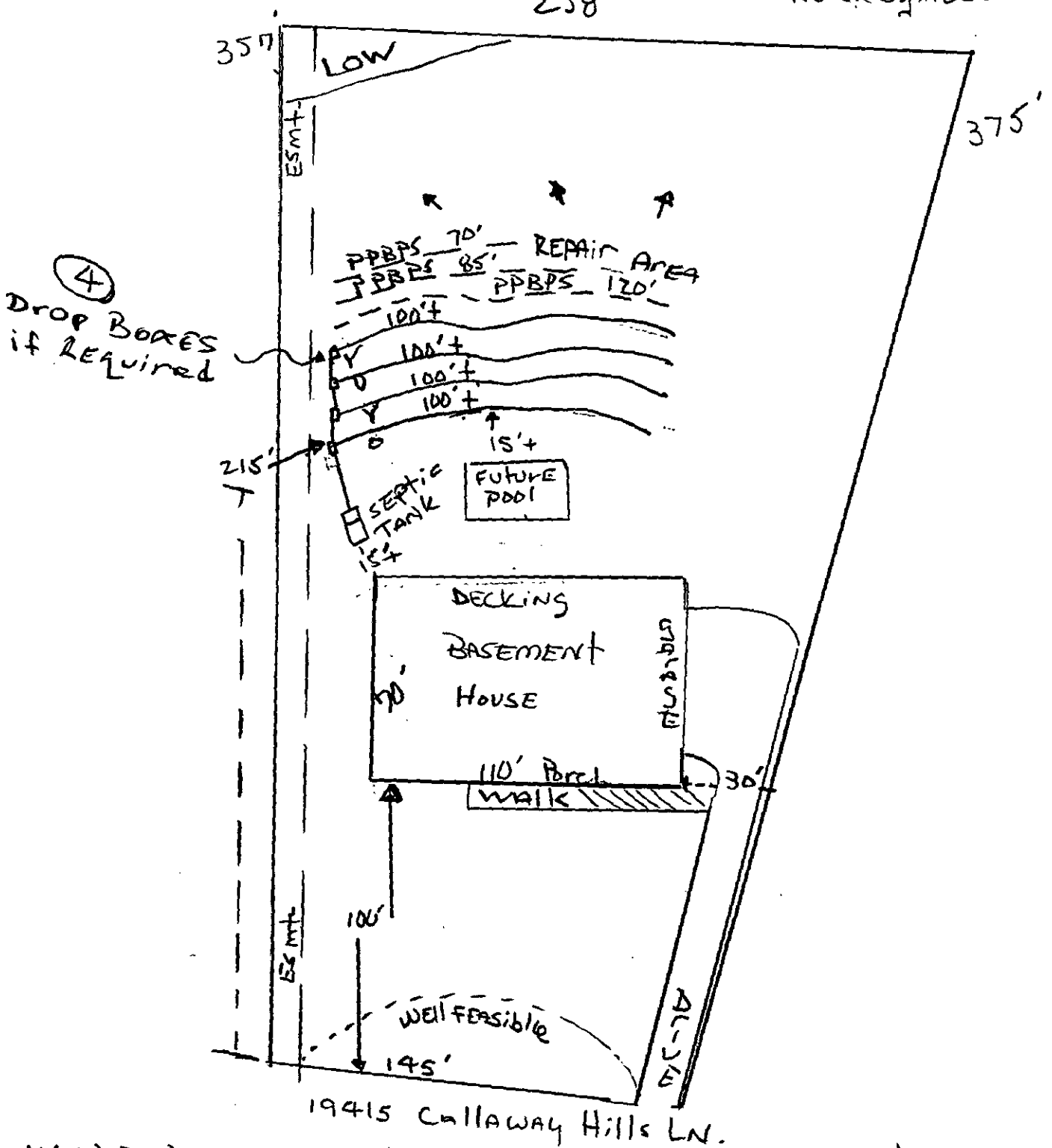
Owner/Agent Signature Date

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

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

IWWS-100195

MCHD.
File: 7562-A
Lot 16A
RUNNEYMEDE SUB.



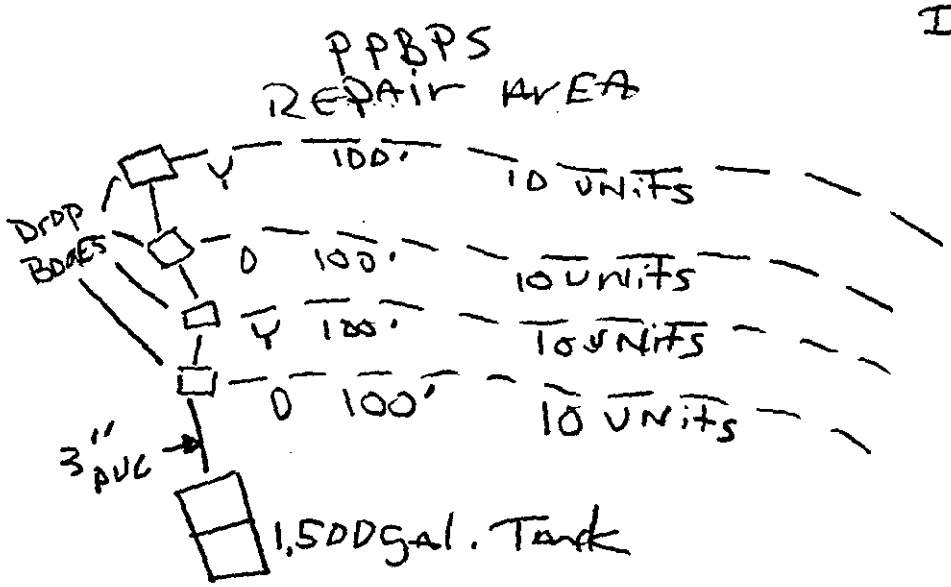
*(4) Bedrm. Gravity Fed EEE-222 LAY (2012) SEPTIC PLAN. (4) 100' LINES, 400' total
PANEL Block REPAIR - 275'

T. Whittaker
866-9540

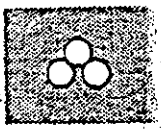
Scale
50

SPECS: Primary File: 7562-A

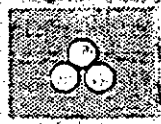
(4) Bedrm. Gravity Fed EEE-222 Lay chamber.
1,500 gal. Septic Tank
(4) Drop Boxes - M.C.H.D. may require Drop Boxes.
(4) 100' EEE-222 Lay Lines = 400' total
(10) units per Line = 40' units total
Repair Area 275+ Panel Block
Riser & Fitter rules apply. Install grade & contour. Installer's choice.



T. Whittaker
no scale

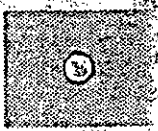


The 2003 Triangular System in a 2-foot wide trench replaces gravel on a foot-for-foot basis. Minimum excavated trench spacing - 7.5 feet.

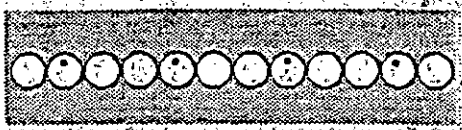


The 2012 Triangular System This system is the most effective and reliable system available. Installs in a 30" wide trench with a minimum depth of 24".

____ sq. ft. x .24 = ____ linear ft.



The 2012 LPP System designed by the State Health Department to replace the conventional method. This system may be used to run low pressure PVC pipe, allowing uniformity as well as consistency throughout the installation process.

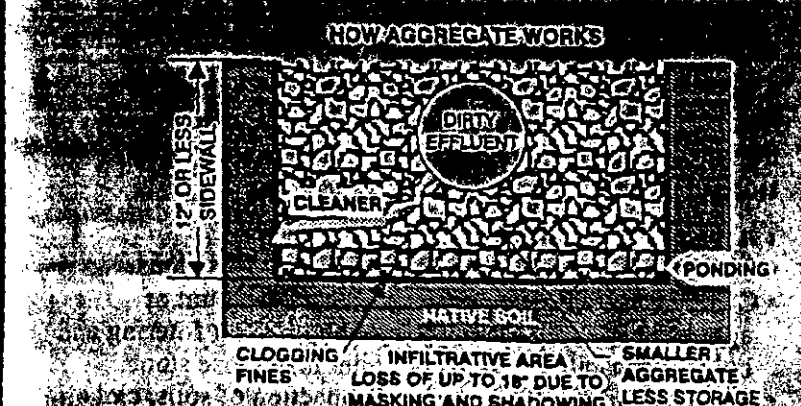


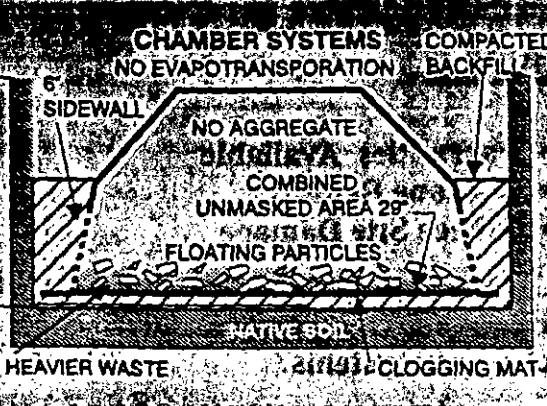
The 2012 Horizontal Drainfield System may be used in a Bed System with three cylinder bundles placed in a row next to each other. This system will replace the conventional method at a ratio of one to one.

ONE ON ONE - REAL COMPARISONS



AGGREGATE CUBES DESIGNED FOR SAFE, EFFECIENT, RELIABLE REPLACEMENT FOR GRAVEL. RECYCLED, CLEAN, UNIFORM, LIGHTWEIGHT, AND EARTH FRIENDLY... FOREVER!





QUESTIONS?

NEED HELP ESTIMATING? GIVE US A CALL. WE'RE HERE FOR YOU!

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

#1 400

Sheet 1

PROPERTY ID #: 003-051-48
Lot # : 16A
File # : 7562A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Monea Investment Co. APPLICANT: Kimberly Chambers
ADDRESS: 3600 Castellaine Dr. Charlotte DATE EVALUATED: 8-3-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 400gpd / PROPERTY SIZE: 1.59
LOCATION OF SITE: 19415 Calloway Hills Farm 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	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS 10%	0-4"	gr/scl	Fr/SEXCP/SP	7.5YR 5/1 wetness	48"	N/A	None	PS .3g/ft² LL
		4-48"	SBK/c	F.I/SEXP/SP					
2	LS 15%	0-27"	gr/scl	Fr/SEXP/SP	7.5YR 5/1 wetness	48"	N/A	None	PS .3g/ft² LL
		27-48"	SBK/c	F.I/SEXP/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 8-4-96
OTHER(S) PRESENT: LSS

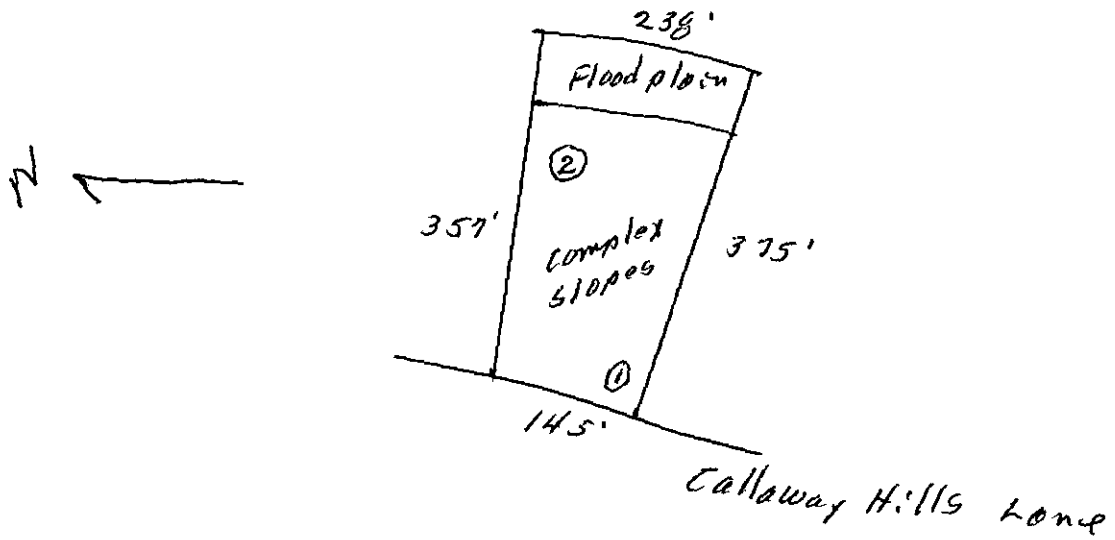
FILE # 7562A

COMMENTS 100% Alluvial 2 small areas of undisturbed soils around boring sites

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

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



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 #: ~~[illegible]~~ 7562A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 48 003-081-48

STREET ADDRESS: CALLAWAY HILLS LANE 19415

SUBDIVISION OR MOBILE HOME PARK NAME: RUNNEYMEDE

LOT NUMBER: 16B B1

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: 3,200 sq. ft.

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 2

CLOSING DATE August 6, 1998

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: Sales/Consulting

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: Buyer

NAME: CHAMBERS KIMBERLY A.
(LAST) (FIRST) (MI)

ADDRESS: 6523 FAIRWAY POINT DRIVE

CITY: CHARLOTTE STATE: NC ZIP: 28269

DAYTIME PHONE: (704) 948-9420

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: MONICA INVESTMENT CO
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

3600 Castellaine Dr

Charlotte NC 28226

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 8-5-92

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: 7-16-98

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

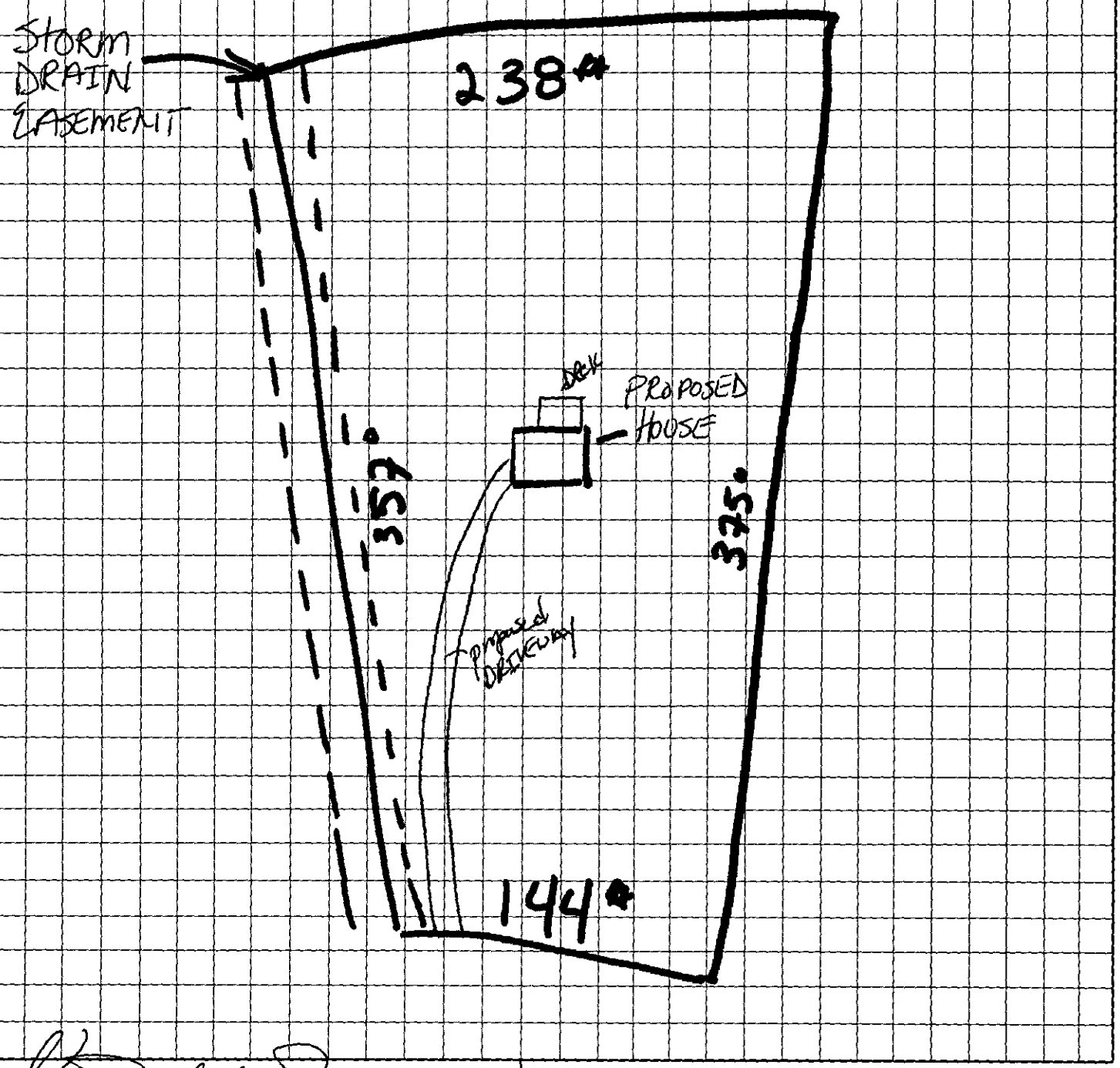
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

7562A

FILE: 26085

TC: 103-08-48

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.



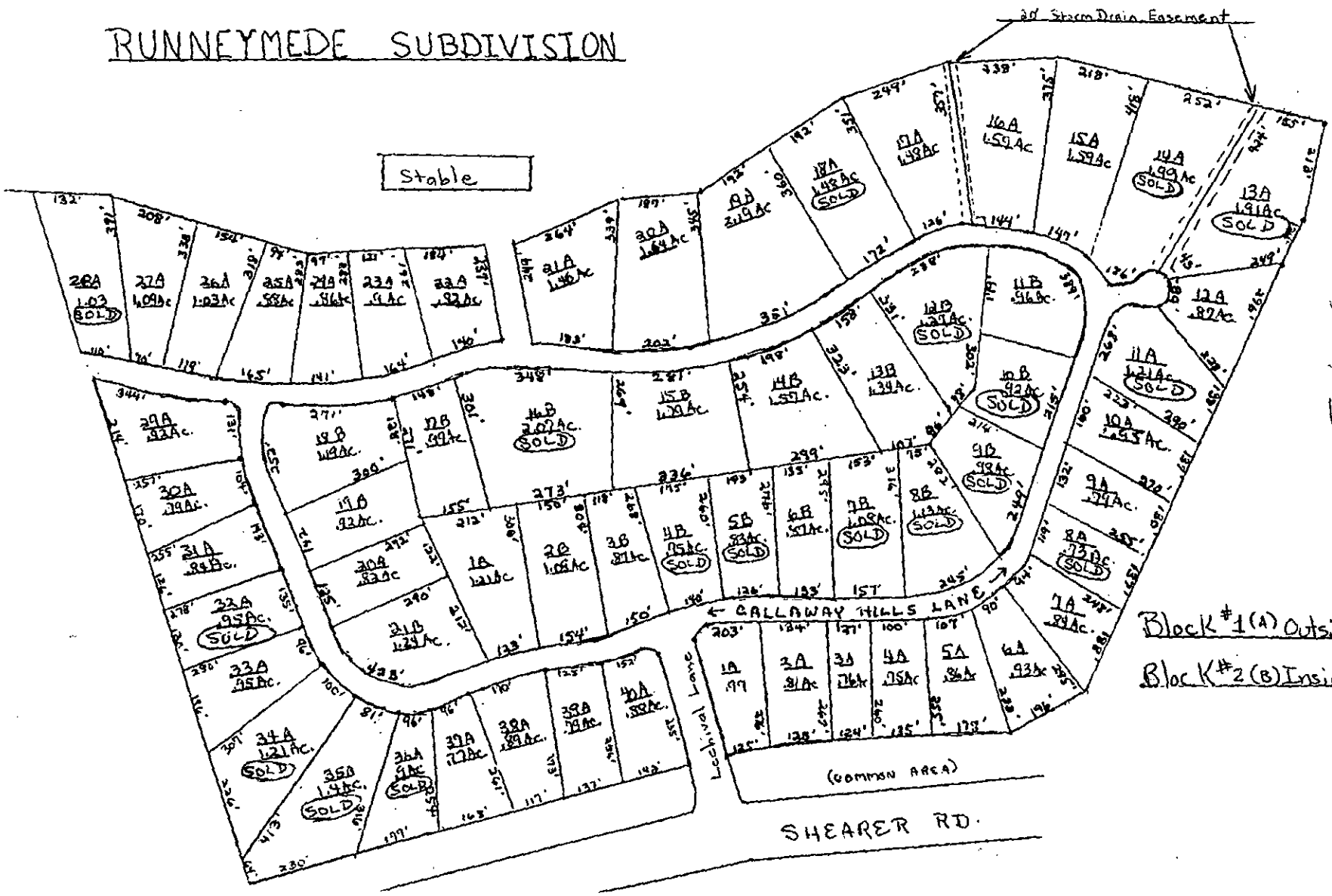
OWNER/AGENT SIGNATURE

DATE 7-16-98

APPROVAL DATE _____

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

RUNNEYMEDE SUBDIVISION



05/18/98 14:39 ☎704 786 6399 CB CROWN
002/003

003-081-48

Calloway Hills Lane Lot # 16A

NorthStar REALTORS

OFFER TO PURCHASE AND CONTRACT

Ramon J. Wilkins and Kimberly A. Chambers

hereby offer to purchase and ____ (the entity to be named) ____ to Buyer, 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") and more particularly described as

1. **REAL PROPERTY:** Located in the City of Mooresville, County of Iredell, North Carolina, being known as ____ Lot #16 (as surveyed and platted by Rankin Surveying, PA dated 7/9/98) Calloway Hills Subdivision Phase II

Street Address: Lot #16 (as surveyed and platted by Rankin Surveying, PA dated 7/9/98) Calloway Hills Subdivision Phase II

Legal Description: Lot #16A (as surveyed and platted by Rankin Surveying, PA dated 7/9/98) Calloway Hills Subdivision Phase II

(If 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 affect 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 owner's 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, combustion doors, awnings, shutters, satellite dishes and receivers, burglar/fire/security alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with remotes, outdoor plants and trees (other than in movable containers), barbecue grills, garden sheds, mailboxes, wall and/or floor 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 $ 90,000 / 87,000.00 and shall be paid as follows:

(a) $ 1,000 EARNEST MONEY DEPOSIT ☐ cash ☒ personal check ☐ bank check ☐ cashier's check ☐ other

to be deposited and held in escrow by NorthStar Realtors

as escrow agent, until sale is closed, at which time it will be credited to Buyer, or until the contract is otherwise terminated. In the event (1) this offer is not accepted; or (2) any of the conditions hereof 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 monies 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 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 ____ days following Buyer(s) receipt of a signed offer.

(c) $ ____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on that 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) $ 88,000 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (Time is of the essence as to all dates and times set forth in each blank that is a condition to this contract.)

(a) The Buyer must be able to obtain a loan commitment on or before July 30, 1998, after application 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 88,000 for a term of 15 year(s), at an interest rate not to exceed 8.5 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to assist in obtaining the loan, including but not limited to making such application(s) as may be required by the lender(s) and providing all information and documentation required by the lender(s). 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 discount points, these costs are as follows: ____ none ____ Buyer agrees to pay these costs at or before closing, whether or not closing occurs. Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller, upon such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the requirements and proceeds with the purchase.

(b) There shall be no restrictive covenants, zoning or other governmental regulations that would prevent the reasonable use of the real property for ____ Construction of a single family residence ____ 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 liens of deed, 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 usual and customary 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: (Insert "None" or the identification of such assessments, if any.) None Seller shall pay all confirmed owners' association special assessments and all confirmed governmental special 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/or adjusted between the parties 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, if any, and any similar charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ ____ per ____ and that there are no special assessments due, except as follows: ____

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 owed 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 liens or claims arising therefrom.

NorthStar REALTOR® **ADDITIONAL PROVISIONS ADDENDUM**

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1. _X_ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before 5:00 ☐ AM ☒ PM on July 13 1998, or until withdrawn by the Buyer, whichever occurs first.

2. _X_ **INTEREST BEARING TRUST ACCOUNT:** Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records therewith.

3. _X_ **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 4 bedroom home, or n/a.

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 07-31-98 7-31-9

4. _X_ **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for: Construction of 4 Bedroom Stick family detached dwelling.

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 07-31-98 7-31-

5. N/A **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 guaranteed by an agency of the U.S. Government.

6. N/A **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to financing or is any way 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. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This 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. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, customary estoppel notices, written statements of all oral tenant agreements, statements of all tenant's deposits, unpaid defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. N/A **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 (a) 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.

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

Buyer: _____ (SEAL) Date: 7-13-98
Buyer: _____ (SEAL) Date: _____
Seller: _____ (SEAL) Date: _____
Seller: _____ (SEAL) Date: _____

P01

Northstar REALTORS®

OFFER TO PURCHASE AND CONTRACT

Roman L White's and Kimberly A. Chambers, as Buyer, hereby offers to purchase and Moshia Investments, 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 _____, County of Mecklenburg, State of North Carolina having known as and more particularly described as:
Street Address Lot #14A (an undeveloped lot) Runnaymede Subdivision Davidson, NC Zip 28036
Legal Description Lot# 14A (an undeveloped lot) Runnaymede Subdivision
(☒ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, Mecklenburg County)
NOTE: Prior to signing the *Offer to Purchase and Contract*, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any are included in the purchase price free of liens: any built in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than moveable 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 $ 62,000 and shall be paid as follows:
(a) $ 1,000, EARNEST MONEY DEPOSIT (☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other) to be deposited and held in escrow by Northstar Realtors
a escrow agent, until 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.
If 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) $ 61,000, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (Initial "NA" 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 August 6, 1999 effect through the date of closing, for a ☐ FHA ☐ VA (with FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at the ☐ Fixed Rate ☐ Adjustable Rate ☐ Other in the principal amount of $ 41,000 for a term of 12 year(s), at an interest rate not to exceed 8.5 % 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. 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, 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 restrictive covenant, zoning or other governmental regulation that would prevent the reasonable use of the real property for Construction of a single family residence 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 unless otherwise agreed herein.
(e) Title must be delivered by ☐ quit claim deed, 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 adjusted between the parties as of the 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 $ 273.00 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 opinion on title, surveys, covenants, deeds, prior deeds 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.

NorthStar REALTOR®

ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1 X **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before 5:00 ☐ AM ☒ PM on JUL 13 1998, or until withdrawn by the Buyer, whichever occurs first.

2. X **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records therewith.**

3 X **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 4 bedroom home, or _____ n/a _____.

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 07-31-98.

4 X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for Construction of a 4 Bedroom single family detached dwelling.

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 07/31/98.

5 N/A **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 guaranteed by an agency of the U.S. Government.

6 N/A **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to 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 N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This 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 N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period this contract shall be terminated and all earnest monies shall be returned to Buyer.

9 N/A **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.

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

Buyer _____ (SEAL) Date 7-13-98
Buyer _____ (SEAL) Date _____
Seller _____ (SEAL) Date 7-30-98
Seller _____ (SEAL) Date _____

12. PROVISIONS AND DISCLOSURES.
(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 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) ____ Undeveloped 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, 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 visible asbestos or existing environmental contamination. Inspections must be completed on or before July 31, 1998. Buyer is allowed to have any inspections made prior to receiving any requested repairs to be completed. Buyer is allowed sufficient time to perform 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 new WDI 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 thereto. The report must be obtained in sufficient time as not 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 provide for or cover either structural damage or damage caused by agents or organisms of any kind other than wood-destroying insects. If such coverage is desired, Buyer should contact a licensed pest control operator to obtain a separate report. Seller will provide a standard warranty of termite and treatment.
(d) Repairs. Prior 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.
(f) REASONABLE ACCESS. Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of inspection, repairs or appraisal. 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 and deliver any and all documents and papers necessary in connection with closing and transfer of title on or before August 6, 1998, at a place designated by Buyer. The deed is to be made to As directed by Buyer.
15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing, ☐ a separate possession before closing agreement is attached OR, ☐ a separate seller possession after closing agreement is attached.
16. SUBDIVISIONS AND CONDITIONS. (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD ADDENDA AVAILABLE.
(a) Subject to soil conditions found upon buyer's building contractor reviewing lot to determine cost of grading and elimination of home on subject property. Buyer to complete inspection with contractor on or before 7-31-98
(b) See Additional Provision Addendum
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 earnest money shall be refunded 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 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 the parties, but if assigned by agreement, then it shall be binding on the assignee and assignee's 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. Each provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing 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 in this contract or any agreement between Buyer and 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 as signified by multiple signatures all of which are considered one and the same document, with a signed original being retained by each party and each REALTOR® or broker hereto. Use the parties' legal "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 INTERESTS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges that he has had the opportunity for personal examination of the Property prior to making this offer.

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date 7-28-98 Date 7-28-98

Initial Offer Rejected Counter Offer Attached
Date 07-30-98 Time _____ Marchese Realtors
By _____

Property Address: John W. Brooks, LOT 10 OAK RIDGE, SEC II Prohibitor Realtors (892-3321)
Buyer: Carol T. Knox, REALTOR / Broker (No Initial Recall) (892-3321)

Mecklenburg County
Health Department

October 16th, 1991

Monica Investments
P. O. Box 471484
Charlotte, NC 28247

RE: Property located at Shearer Road, Davidson 16
FILE: 7562A
PARCEL: 003-081-02

Dear Sir:

At your request a soils investigation was conducted on the property designated above. Results of this investigation showed the site to be classified as UNSUITABLE under criteria as set forth in Section .1900 of the North Carolina Administrative Code, Title 10, Department of Human Resources, Chapter 10, Division of Health Services; Sanitary Engineering Section, Subchapter 10A, Sanitation. A copy of the Site Evaluation Report (Serial Number 12296) is enclosed.

The soil on this property is not suitable for use with any conventional, modified or alternative system of which I am aware. If you wish to exercise your right of appeal concerning the interpretation and enforcement of these rules you may do so in accordance with G.S. 150B and 10 NCAC 1B.

If I can be of assistance, please do not hesitate to call.

Very truly yours,

Gene Vaughan, R.S., Supervisor
Individual Water and Wastewater Systems

Enclosure

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 12296

File: 7562 A Action 5

Parcel: PO 003-091-02 ☑ PC

Location: off Shearer Road

Subdivision: Davidson Saddle Club

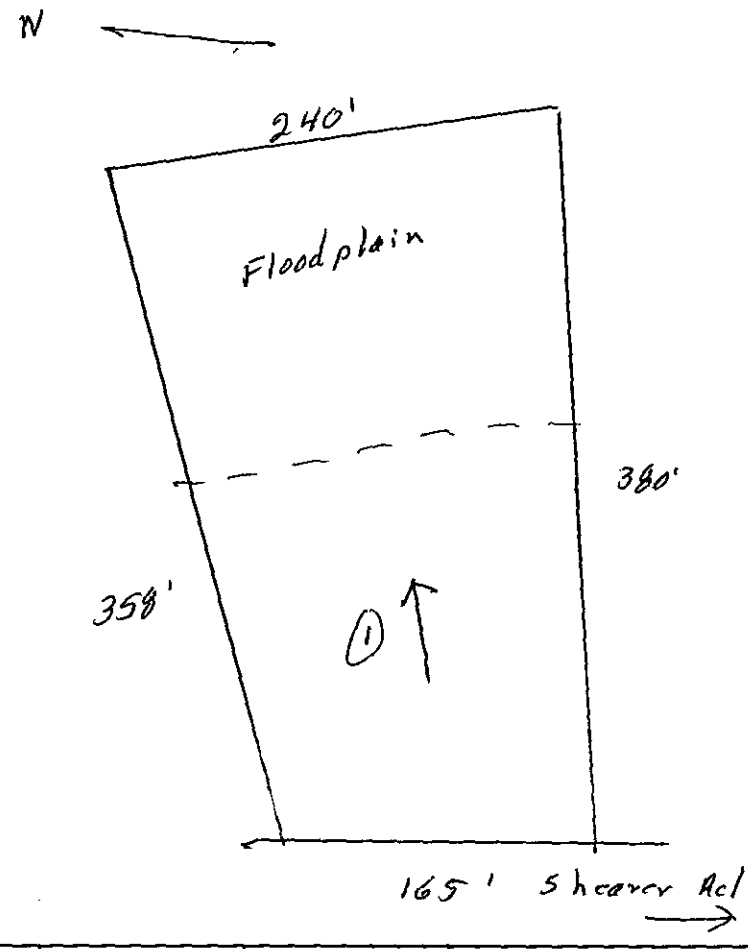
Lot: 16 Block: Acres: .93

Owner: Monica Investments
Address: PO Box 471484
Charlotte, N.C. 28247

Comments: 100% Repair

Described by: William A. Marlin

Date: 10-15-91



***** 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) Complex slopes	S PS U	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	S PS U	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	Complex slopes					
Area Classification	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER N° 12296

File: 75124 Action: E

Parcel: 20 203-091-02 ☑ PC

Location: off Shaver Road

Subdivision: Lincoln Estates Phase

Lot: 16 Block: Acres: .73

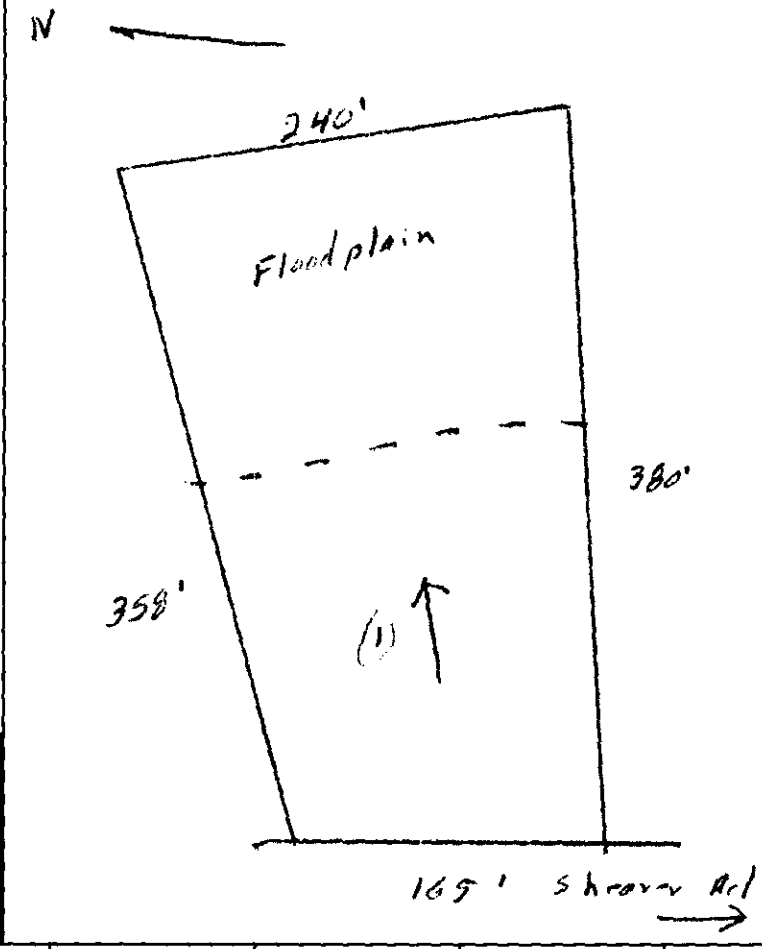
Owner: Morrow & Associates

Address: PO Box 471484
Charlotte, N.C. 28241

Comments: Well Required

Described by: William A. Martin

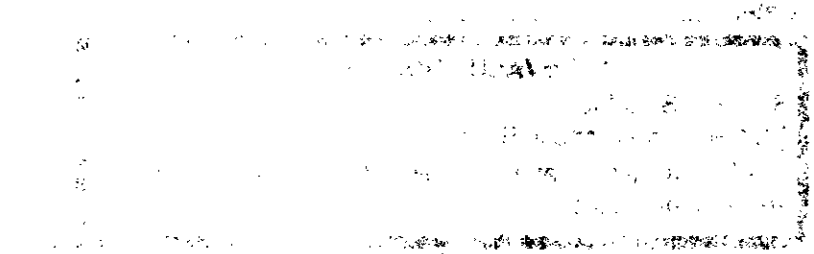
Date: 10-15-11



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

S = Suitable U = Unsuitable
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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 complex slope	S PS U	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 —	S PS U	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	complex slopes					
Area Classification	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U



APPLICATION FOR SOIL INVESTIGATION

Paid
CO#0092
$50.00
EJ

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 1562A

TC: / PO 003-081-02

☒ PC ☐ REPT

JOB LOCATION

① ADDRESS: SHEARER ROAD

② SUBDIVISION: DAVIDSON HUNT CLUB ③ LOT: 16 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 5975-957 PAGE NO.: _____

OWNER

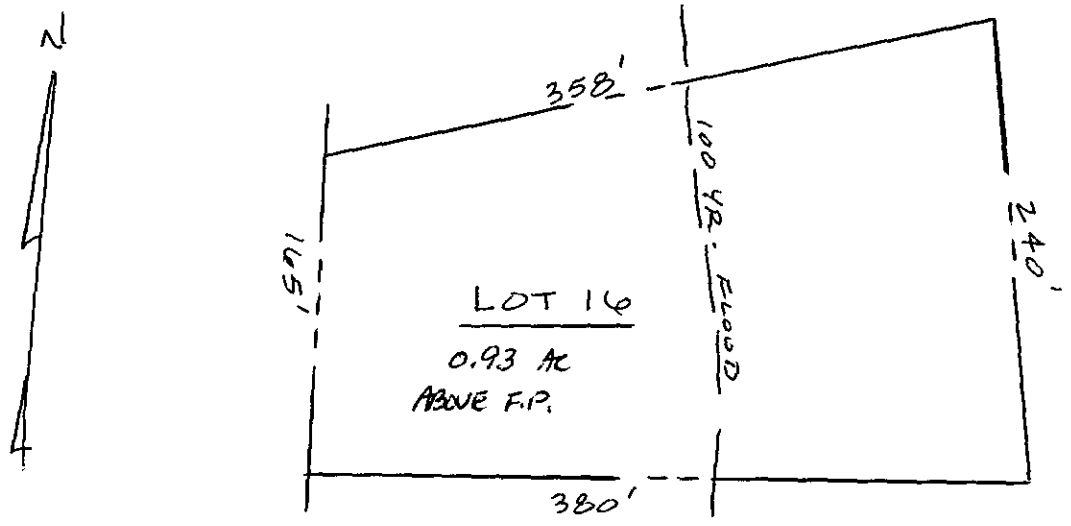
⑦ NAME: MICHELLE TEXTILE CORP
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 301 S. McDOWELL ST.

⑨ CITY: CHARLOTTE ⑩ STATE: N.C. ⑪ ZIP: 28202

⑫ PHONE: (WORK) 892-6683 (HOME) _____

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 HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: _____

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

Date: _____

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: _____

TC: 20 003-011-02

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Selwyn Road

② SUBDIVISION: Individual Plot Lots ③ LOT: 14 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 5176-737 PAGE NO.: _____

OWNER

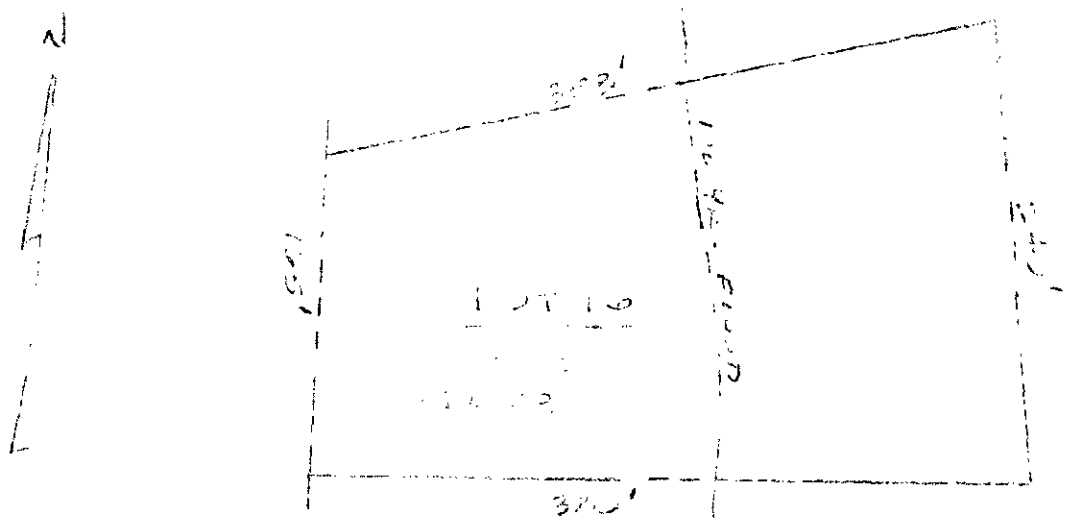
⑦ NAME: Michelle Terrill Lowe
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 301 S. McDowell St.

⑨ CITY: Charlotte ⑩ STATE: N.C. ⑪ ZIP: 28204

⑫ PHONE: (WORK) 372-6093 (HOME) _____

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 HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: _____

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