

9610 FOREST DR

02510608

12/31/2007

duponbj

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

Mecklenburg County
Health Department

March 4, 1998

Estate of Ethel Winkler
9610 Forest Drive
Charlotte, NC 28216

Re: Forest Drive, lot #3
File: 2398B
Parcel: 025-106-08PO

Dear Sir or Madam:

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

Mecklenburg County
Health Department

ESTATE of ETHEL WINKLER
9610 Forest Dr
Charlotte NC 28216

Re: Forest Drive Lot #3
File: 2390-B
Parcel: 025-106-08 PO

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 Over. 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

1941

1942

1943

1945

FEE: 120.00 ck # 5407
DATE: 2/16/98 gc

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

[ ] CRT

TYPE APPLICATION: X NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

COPY

FILE #: 23985

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 025-106-08 80

STREET ADDRESS: FOREST DRIVE

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 3

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1901

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

X WITHOUT BASEMENT ON SLAB
X CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

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

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

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ SHARED WELL (S)
X MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: ESTATE OF WINKLER (LAST) ETHEL (FIRST) F. (MI)	NAME: THOMSON (LAST) BOB (FIRST) W (MI)
*ADDRESS: 9610 Fourth Dr	DAYTIME PHONE: (704) 607 - 9052
CITY: Charlotte STATE: NC ZIP: 28216	
DAYTIME PHONE: ( ) -	

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: Bob Thomson DATE: 2-16-98

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

* REALTOR - KELLY CAUDLE · 7301 GALPINE EXEC. PK Suite 102 · 704-542-1100 · CHARLOTTE NC 28226

COPY

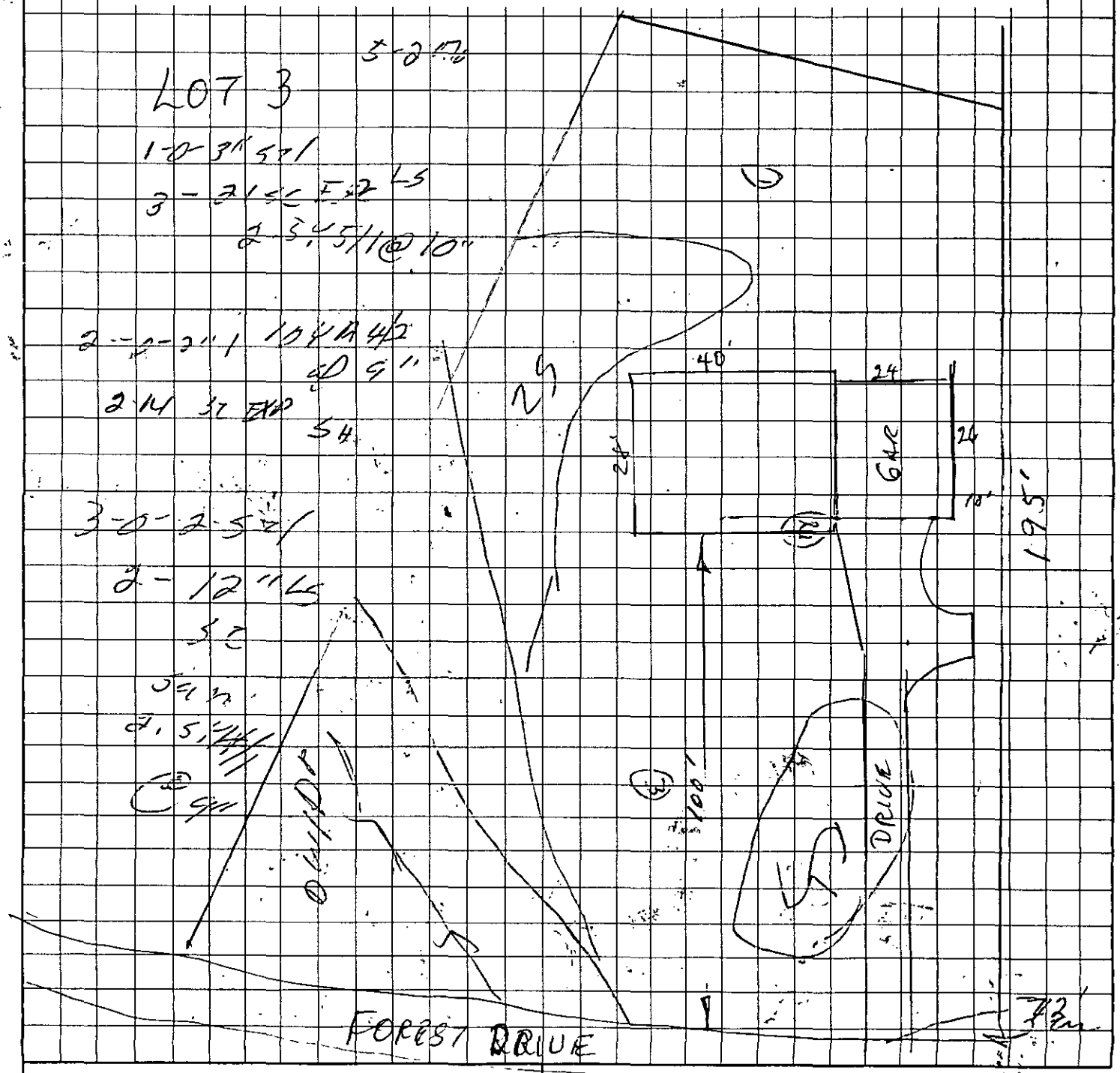
PROPOSED PLOT PLAN

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

FILE: 2398B

TC: 025-106-08PL

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.



Bob Thomas
OWNER/AGENT SIGNATURE

DATE 2-16-98

APPROVAL DATE _____

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

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

#3 23908
PO 025-166-06
L3

OWNER Ethel F. Winslow Estate APPLICANT: _____
ADDRESS: 9610 Forest Drive, Nor APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .53
LOCATION OF SITE: Forest Drive PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ ~~Auger Boring~~ ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ ~~Sewage~~ ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 5-20% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-3"	gr/SCl	FrlSExPl SS/SP	2.5Y 3/1 @ 10"	21"	N/A	None	US
		3-21"	SBKl SC	VFlSExPl SS/P					
2	SS	0-2"	gr/SCl	FrlSExPl SS/SP	10YR 4/2 @ 9"	14"	N/A	None	US
		2-14"	SBKl SC	VFlSExPl SS/P					
3	LS	0-2"	gr/SCl	FrlSExPl SS/SP	2.5Y 4/1 @ 9"	12"	N/A	None	US
		2-12"	SBKl SC	VFlSExPl SS/P					
4									

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. B. Marlin 3-2-96
OTHER(S) PRESENT: LSS

COMMENTS:

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) I (Drainage Way) LS (Debris Slump) P (Flood Plain) S (Foot Slope) H (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
					MOIST	WET
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	VFR (Very Friable) FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	NS (Non-sticky) SS (Slightly Sticky) S (Sticky) VS (Very Sticky) NP (Non-plastic) SP (Slightly Plastic) P (Plastic) VP (Very Plastic)
		O (Organic)	None			

NOTES

ORIZON DEPTH — In inches below natural soil surface

EPTH OF FILL — In inches from land surface

ESTRICTIVE HORIZON — Thickness and depth from land surface

APROLITE — S(suitable) or U(unsuitable)

OIL WETNESS — Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation

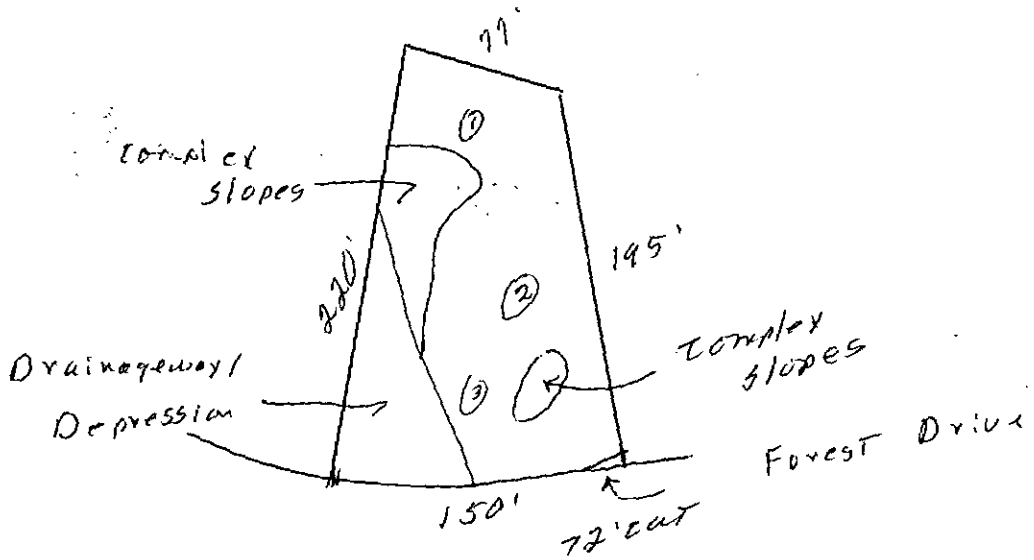
LASSIFICATION — S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

23990



FEE: $100.00 CK # 5407
DATE: 2/16/98 GC

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

[ ] CRT

TYPE APPLICATION: X NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 23988

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 025-106-08 00

STREET ADDRESS: FOREST DRIVE

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 3

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1901

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

X WITHOUT BASEMENT
__ ON SLAB
X CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

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

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

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ SHARED WELL (S)
X MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: ESTATE OF WINKLER ETHEL F. (LAST) (FIRST) (MI)	NAME: THOMSON BOB W (LAST) (FIRST) (MI)
*ADDRESS: 9610 Forest Dr	DAYTIME PHONE: (704) 607 - 9052
CITY: Charlotte STATE: NC ZIP: 28216	
DAYTIME PHONE: ( ) -	

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: Bob Thomson DATE: 2-16-98

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

* REALTOR - KELLY GAUDLE - 7301 ONEMEC EXEC. PK. SUITE 102 704-542-1100 CHARLOTTE, NC 28226

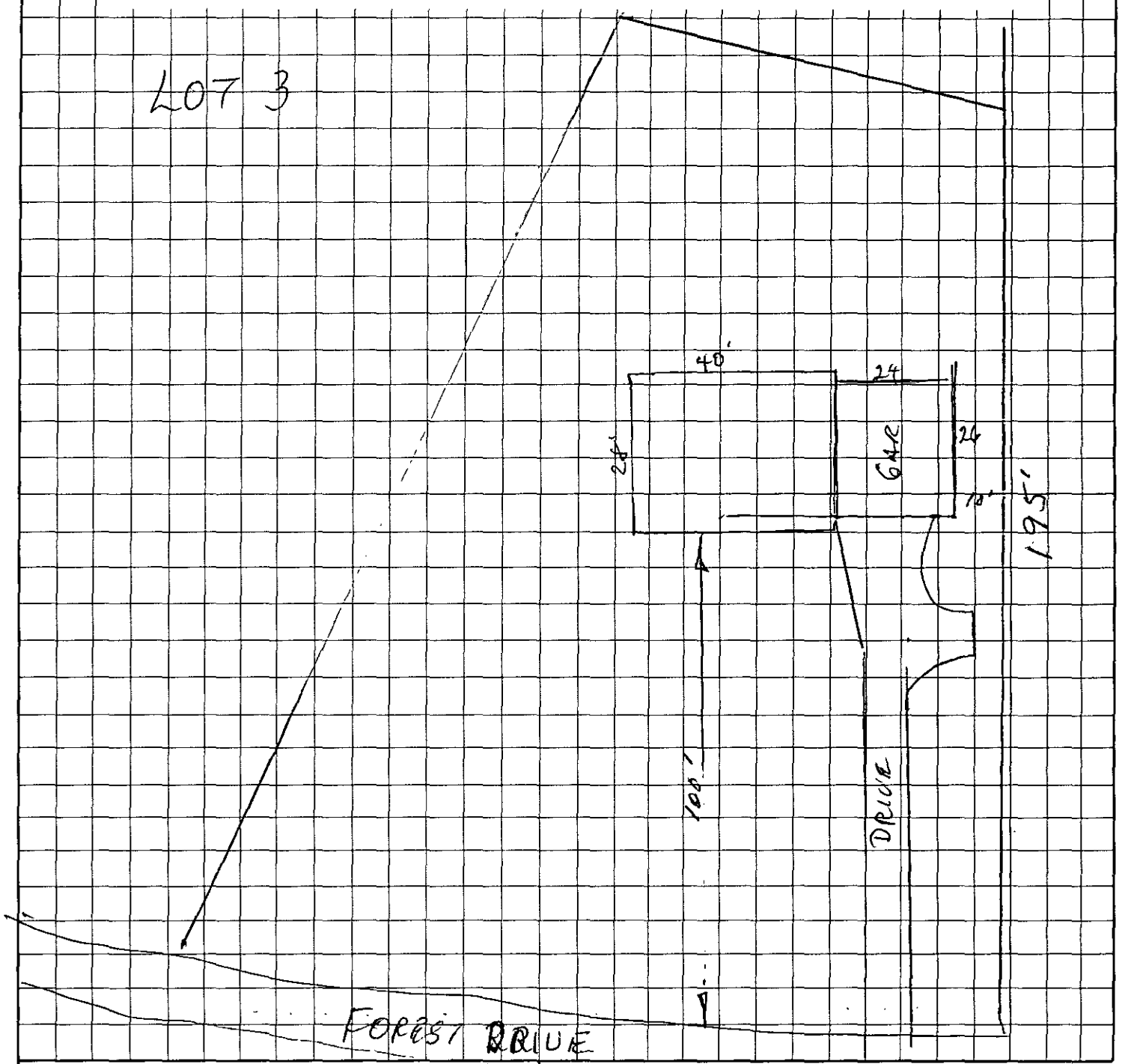
PROPOSED PLOT PLAN

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

FILE: 2398

TC: 025-106-08 PC

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.

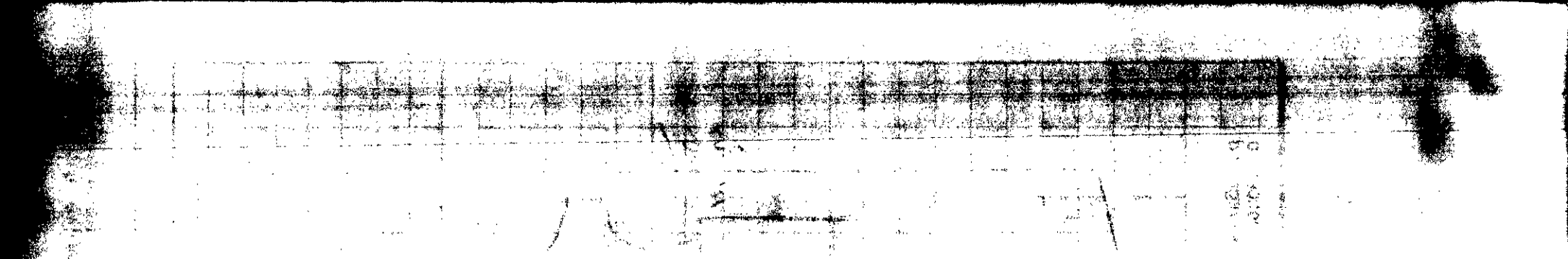


Bob Thomas
OWNER/AGENT SIGNATURE

DATE 2-16-98

APPROVAL DATE _____

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



2311 D
2398 B

OFFER TO PURCHASE AND CONTRACT

TKS Development Company, LLC, as Buyer, hereby offers to purchase and [redacted] ESTATE OF ETHEL F. WINKLER, 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 _____, State of North Carolina, being known as and more particularly described as:
Street Address 9610 Forest Drive. 1.037 (Lots 2+3) Char. NC Zip 28216
Legal Description: L1-388 M10-271 TX 02510608
(☑ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: *Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.*

2. **FIXTURES:** The following *items, if any, are included in the purchase price free of liens:* any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A

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

4. **PURCHASE PRICE:** The purchase price is $ ~~24,900~~ 23,475 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☒ other Bus Check to be deposited and held in escrow by Prudential Carolinas Realty as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. *In the event: (1) this offer* is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's *request, all earnest monies* shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT *to be paid to escrow* agent no later than N/A.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ ~~22,950~~ N/A, BY SELLER FINANCING in accordance with the attached *Seller Financing Addendum.*
(e) $ ~~21,450~~, 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 _____, 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 _____ for a term of _____ year(s), at an interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: _____
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date *listed above*), *then Seller may* terminate this contract unless Buyer waives the loan commitment condition.
(b) *There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for* residential purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) *All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such* that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

7. **PRORATIONS AND ADJUSTMENTS:** *Unless otherwise provided,* the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis *through the date of closing.* (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ None per None.

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

th
1C
cc
su
11
th
Bi

Post-it® Fax Note 7671	Date 2/19	# of pages ▶
To Gwen Craig	From K. Hover	
Co./Dept.	Co.	
Phone #	Phone # 563-5546	
Fax # 336-6894	Fax # ~~883~~-3000	

yer as soon as reasonably possible after the acceptance of this offer,
t not limited to: title insurance policies, attorney's opinions on title,
Property.
d indemnification agreement in form satisfa[illegible] to B[illegible] ...ions
to the date of closing have been paid for and agreeing [illegible] term

REALTOR® approved jointly by the

IATION, INC.
N OF REALTORS®, INC.

Standard Form No. 7
Copyright © 5/96

PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:
☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.
☑ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Landonly
☐ 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 Feb 20, 1998. 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 February 27, 1998, at a place designated by Buyer. The deed is to be made to as allowed.

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.)
Buyer is N.C. Real Estate Broker and principal owner in TKS Development Company, LLC and Kuth Properties.
Buyer must be allowed to construct two off frame tree modular Homes on sites.

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 [redacted] (SEAL) Seller Estate of Ethel F. Winkler (SEAL)
SS/Tax ID#
Buyer (SEAL) Seller Kenneth H. Barton (SEAL)
SS/Tax ID# SS/Tax ID# 241-52-9681
Buyer (SEAL) Seller Betty W. Skelton (SEAL)
SS/Tax ID# SS/Tax ID# 241-52-9682
Date: 2/4/98 Date: 2-6-98 Co-Executrices

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 2/6/98 Firm: Prudential Carolina Realty
By: Kelly Caudle

☑ Buyer's Agent ☐ Seller's (sub)agent
Selling Agent/Firm/Phone Kathleen McIver / Kuth Properties / 704-583-5546 Acting as ☐ Dual Agent ☐ Seller's (sub)agent
Listing Agent/Firm/Phone Kelly Caudle Acting as ☐ Dual Agent