ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # AP 316951

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4728--59--8708

APPLICANT/OWNER: Wayne Manton APPLICANT ADDRESS: 160 Driftwood Cove Drive Troutman 28166

SITE ADDRESS: 249 Ford Farm Road Statesville NC 28677 PHONE: 704-528-9403 ALT. PHONE 704-634-5194

SITE DIRECTIONS: 115 North About 8 miles Right on Ford Farm Property on R SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: - SECTION: - LOT # - LOT AREA: 82 Acre DESIGN FLOW: 360gpd L.T.A.R.: .3

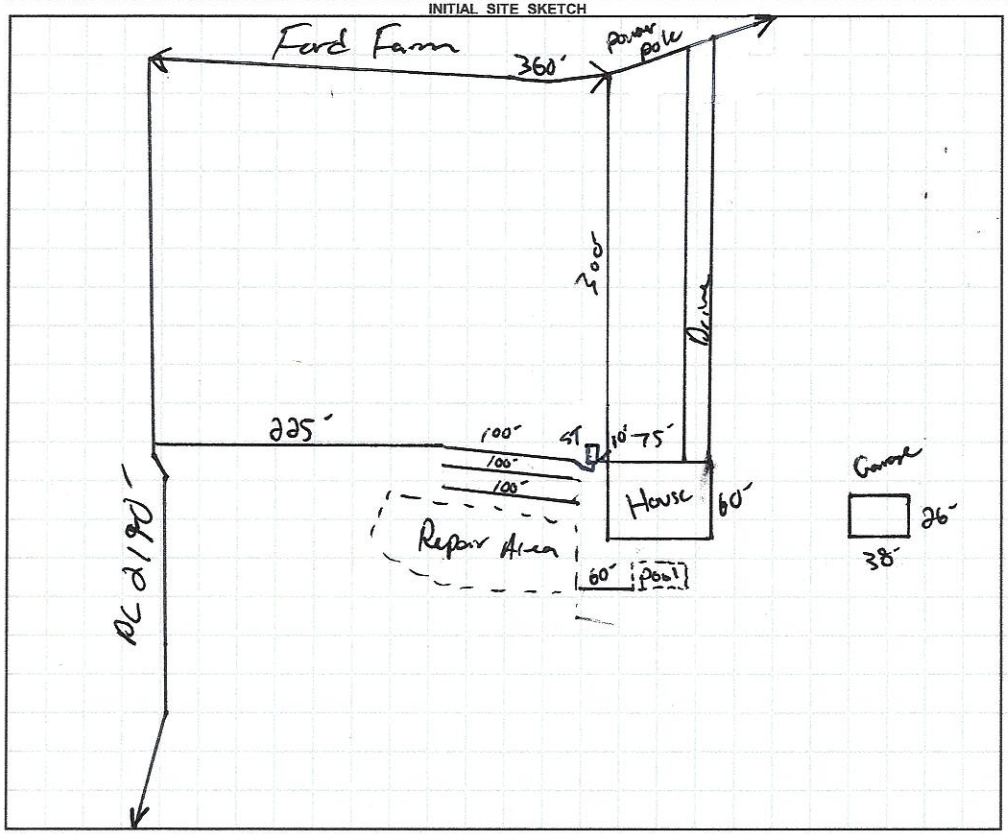
Septic Tank	1000	(gal)	STB	760	Date	7/15/22	☒ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	
Pump Tank		(gal)	PT		Date		System Description:	25% Gravity			
Pump Make		Model			Serial #		Repair System Description:	25% Gravity			
# Nitrification Fields	1	# Lines	3		Linear Ft:	300'	Maintenance Agreement Required:	☐ YES	☒ NO		
Trench Width	36"	Trench Bottom Depth(~~Low side~~)	Max 36"		Gravel Depth	-	☒ GRAVITY	☐ PRESSURE			

☒ Residence	No. Bedrooms	3	**Water Supply**		
☐ Business	No. Persons	6	☒ Private		
☐ Other	No. Employees		☐ Public		
☐ Slab	☒ Crawl Space		☐ Community		
☐ Basement w/plumbing			☐ Basement w/o plumbing		

Comments / Conditions: Install Drainlines on Center of Leach Area Serial distribution. Do not exceed 36" trench depth.

* Storage building (24x40) to be Adjacent to Garage on permit. Bottom 6-2-2022

INITIAL SITE SKETCH



AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

1 = 150

82 Acre

Installed as drawn

Tank is 15ft off house

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION

☐ **IMPROVEMENT PERMIT** *with plat valid without expiration.* ☑ **IMPROVEMENT PERMIT** *with site plan valid for 60 mos.* ☑ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Wayne Manton Date: 12-16-21 Installed by: Chris Frye

IMPROVEMENT PERMIT by: Date: 12-9-2021 OPERATION PERMIT by: Date: 9/2/22

AUTHORIZATION TO CONSTRUCT by: Date: 12-9-2021 Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet 1 of 1
PROPERTY ID #: 47387987
CCUNTY: Iredell

SOIL/SITE EVALUATION
***for* ON-SITE WASTEWATER SYSTEM**
(Complete all fields in full)

OWNER: Wayne Martin
APPLICATION DATE 4-17-2021
ADDRESS: 160 Driftwood
DATE EVALUATED:
PROPOSED FACILITY: SFR
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: 82 Ac
LOCATION OF SITE: 24A Ford Farm
PROPERTY RECORDED: Y
WATER SUPPLY: ☐ Private ☐ Public ☑ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	SS 3-5%	0-6	SBK SCL	FR SSSPSOMP	N/A	48+	N/A	N/A	PS .3
		6-30	SBK C						
		30-48	SBK CL						
2	SS 4-5%	0-6	SBK SCL		N/A	48+	N/A	N/A	PS .3
		6-30	SBK C						
		30-48	SBK CL						
3	SS 3-5%	0-12	SBK SCL		N/A	48+	N/A	N/A	PS .3
		12-43	SBK C						
		43-60	SBK CL						
4	SS 5-6%	0-6	SBK SCL		N/A	48+	N/A	N/A	PS .3
		6-31	SBK C						
		31-48	SBK CL						

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	300'	300'
System Type(s)	2SC	2SC
Site LTAR	.3	.3

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Boggs
OTHER(S) PRESENT:

COMMENTS:

LEGEND

use the following standard abbreviations

DSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR*	LPP .1957 LTAR*	MINERALOGY/ CONSISTENCE	STRUCTURE
Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	SEXP (Slightly Expansive)	G (Single Grain)
Convex Slope)		LS (Loamy Sand)			EXP (Expansive)	M (Massive)
rainage Way)						CR (Crumb)
Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
lood Plain)		L (Loam)				SBK (Subangular Blocky)
oot Slope)						ABK (Angular Blocky)
ead Slope)	III	Si (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
inear Slope)		SiCL (Silty Clay Loam)				PR (Prismatic)
lose Slope)		CL (Clay Loam)			**MOIST**	**WET**
idge)		SCL (Sandy Clay Loam)				
houlder Slope)		SiL (Silt Loam)			VFR (Very Friable)	NS (Non-sticky)
errace)					FR (Friable)	SS (Slightly Sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FI (Firm)	S (Sticky)
		SiC (Silty Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		C (Clay)			EFI (Extremely Firm)	NP (Non-plastic)
		O (Organic)	None	None		SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

TES

RIZON DEPTH — In inches below natural soil surface

PTH OF FILL — In inches from land surface

STRICTIVE HORIZON — Thickness and depth from land surface

PROLITE — S(suitable) or U(unsuitable)

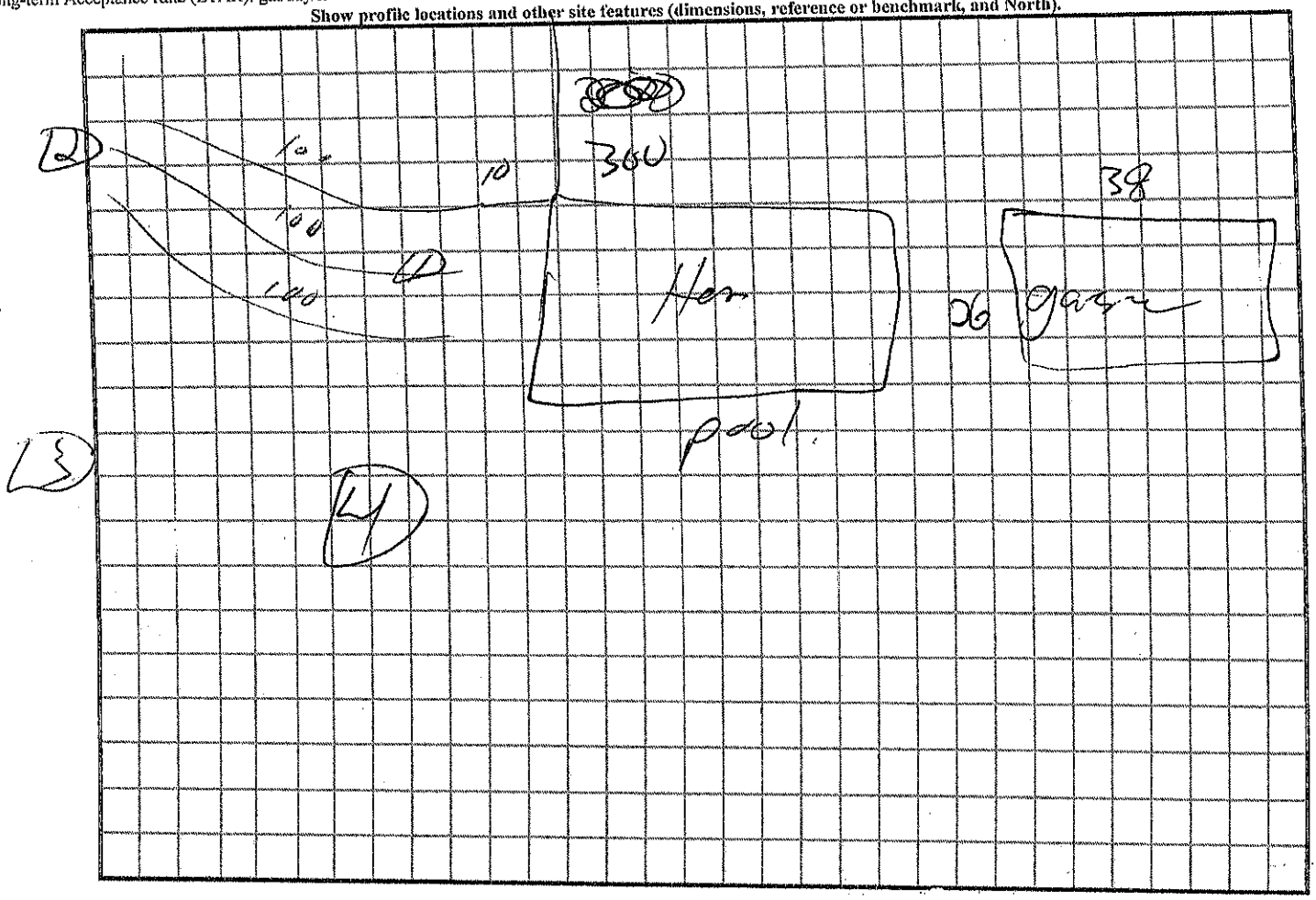
IL WETNESS — Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation

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

aluation of saprolite shall be by pits.

ng-term Acceptance Rate (LTAR): gal/day/ft^2

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



RECEIVED APR 2 0 2021

APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE OR IT WILL NOT BE PROCESSED Paid $500.00

$500.00

Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM* AP-316951

Application For: ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(✓) Septic Improvement Permit ( ) Authorization to Construct ( ) Existing System Inspection ( ) Septic System Repair

THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED. APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted: ( ) Survey Plat, scaled no more than 1 inch = 60 feet
Place an (X) beside whichever is submitted if applicable ( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information: (PRINT CLEARLY)

Applicant Name: Wayne Martin Address: 160 Driftwood Cove Dr, Troutman NC. Zip: 28166

Applicant Email: Wayne54@hotmail.com Phone: 704-528-9403 Alt. Phone: 704-634-5154

Owner Name: ELJ II Holdings, LP Address: See Attached Contract. Zip: _____

Owner Email: _____ Phone: _____ Alt. Phone: _____

Property Information:

Street Address: ~~000~~ 249 Ford Farm Rd Statesville N.C. 28677

Subdivision Name: N/A Section/Phase: _____ Lot Number: _____

Driving Directions: I-77 North out of Statesville Approx 8 miles Right on Ford Farm Rd. Property on Right

Site Development Information: *(check or complete ALL that apply*

(✓) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____

Maximum Number of Bedrooms: 3
Maximum Number of Occupants: 2
(✓) Swimming Pool
(✓) Other Addition/Structure: 4 CAR GARAGE

CHECK FOUNDATION TYPE
(✓) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development: Type of Business: _____
Square Footage of Building: _____ Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

Water Supply: ( ) Replacement Well – Reason: _____
( ) Multi-connection Well Number of Houses: _____ Number of Persons: _____

( ) New Well ( ) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* Year existing system installed: _____
( ) No Preference ( ) Alternative (✓) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other: _____

Please answer the following to the best of your ability:

( ) Yes (✓) No Does the site contain any jurisdictional wetlands?
( ) Yes (✓) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (✓) No Is the site subject to approval by any other public agency?

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature: Wayne Martin 4-17-21

Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

☐ **1. * APPLICANT AND OWNER ARE THE SAME. *** (*Sign here*) _____

See Attached Contract to buy land

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative: *Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship*
In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:
Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form. If there are multiple property owners, then all property owners must sign the form that designates a legal representative.
By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department. I Am in Due Diligence to buy property Part of Due Diligence is for land to Perk

☑ **2.** I, _____, am the legal owner(s) of the property located at _____, identified as PIN (Parcel Identification Number)_____, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) Wayne Martin, _____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below. Wayne Martin

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

_____ 4-17-21

Signature of Owner(s) Date

Mooresville - Environmental Health
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

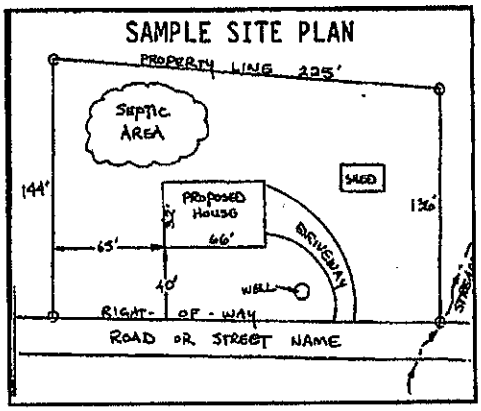
Statesville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 2: *SITE PLAN WORKSHEET*

SEE THE "SAMPLE SITE PLAN" BELOW. *INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!*



Place an (X) beside each item as you complete the site plan:

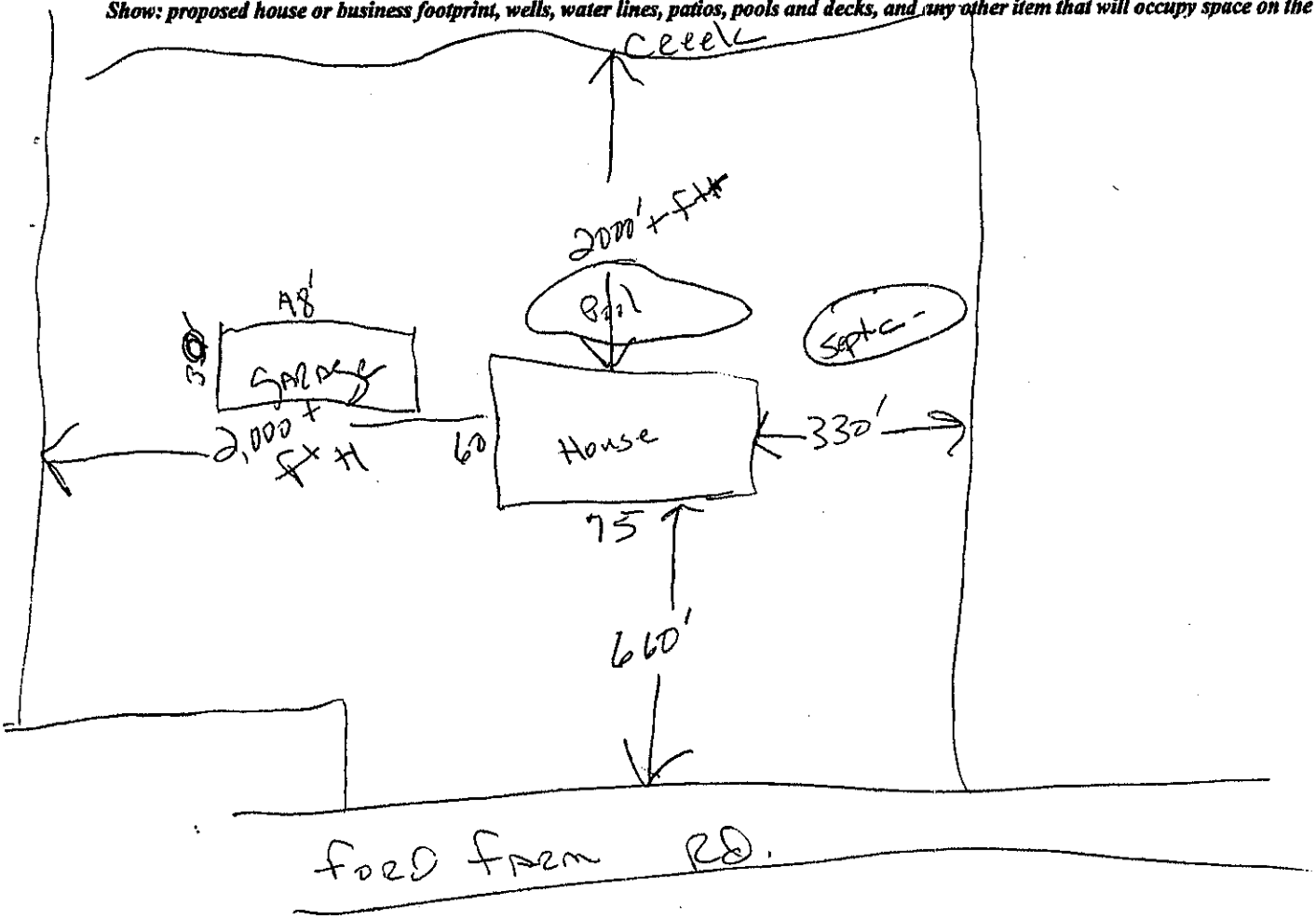
- (✓) Property Line measurements are clearly identified
- ( ) All proposed structures are indicated
- (✓) Front and side setbacks from property line
- (✓) Preferred driveway location and well location
- (✓) Area you prefer your septic system to be placed
- ( ) North arrow, or other sufficient indicator of direction

Circle N/A on the following if appropriate:

- Location of septic systems and wells within 100' of your property (N/A)
- Location of easements and rights of ways on your property (N/A)
- Location of any designated wetlands on the property (N/A)

USE THIS SPACE TO DRAW YOUR SITE PLAN

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site



Signature: _____

Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

4-17-21

DATE

Authentisign ID: C05ADE8C-5708-4E8B-B5E8-4D30908916E4

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract–New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** ELJ II Holdings, LP

(b) **"Buyer":** Wayne H Martin , Sandra L Martin

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 000 75 Ac Ford Farm Road Zip: 28677
City: Statesville , North Carolina
County: Iredell

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference :Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 4728599505.000
Other description: FORD FARM RD
Some or all of the Property may be described in Deed Book 2789 at Page 94

(d) **"Purchase Price":**

$ 330,000.00	paid in U.S. Dollars upon the following terms:
$ 1,650.00	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
$ 1,650.00	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.
$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____. ***TIME BEING OF THE ESSENCE.***
$ _____	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 (Standard Form 2A6-T).
$ _____	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$ 326,700.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®

STANDARD FORM 12-T
Revised 7/2020
© 7/2020

Buyer initials WHM SLM Seller initials _____

Carolina Landmark Realty, 116 South Center Street Statesville NC 28677 Phone: (704)872-8112 Fax: Ford Farm Vacant
David Jones
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Authentisign ID: E9851DF8-6A59-4A31-9C67-FFC985594520

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract–New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Elizabeth Jones Rodden

(b) **"Buyer":** Wayne H Martin, Sandra L Martin

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 6 Ac Lot on Ford Farm Road Zip: 28677
City: Statesville , North Carolina
County: Iredell

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference :Lot/Unit _____, Block/Section _____, Subdivision/Condominium NA
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 4729504687.000
Other description: FORD FARM RD
Some or all of the Property may be described in Deed Book 1491 at Page 1244

(d) **"Purchase Price":**

$ 65,000.00 paid in U.S. Dollars upon the following terms:

$ 650.00 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

$ 650.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.

$ _____ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____.
TIME BEING OF THE ESSENCE.

$ _____ 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 (Standard Form 2A6-T).

$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

$ 63,700.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®

STANDARD FORM 12-T
Revised 7/2020
© 7/2020

Buyer initials WHM SLM Seller initials GR

Carolina Landmark Realty, 116 South Center Street Statesville NC 28677 Phone: (704)872-0112 Fax Elizabeth Jones
David Jones
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, 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) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Anthony Privette
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

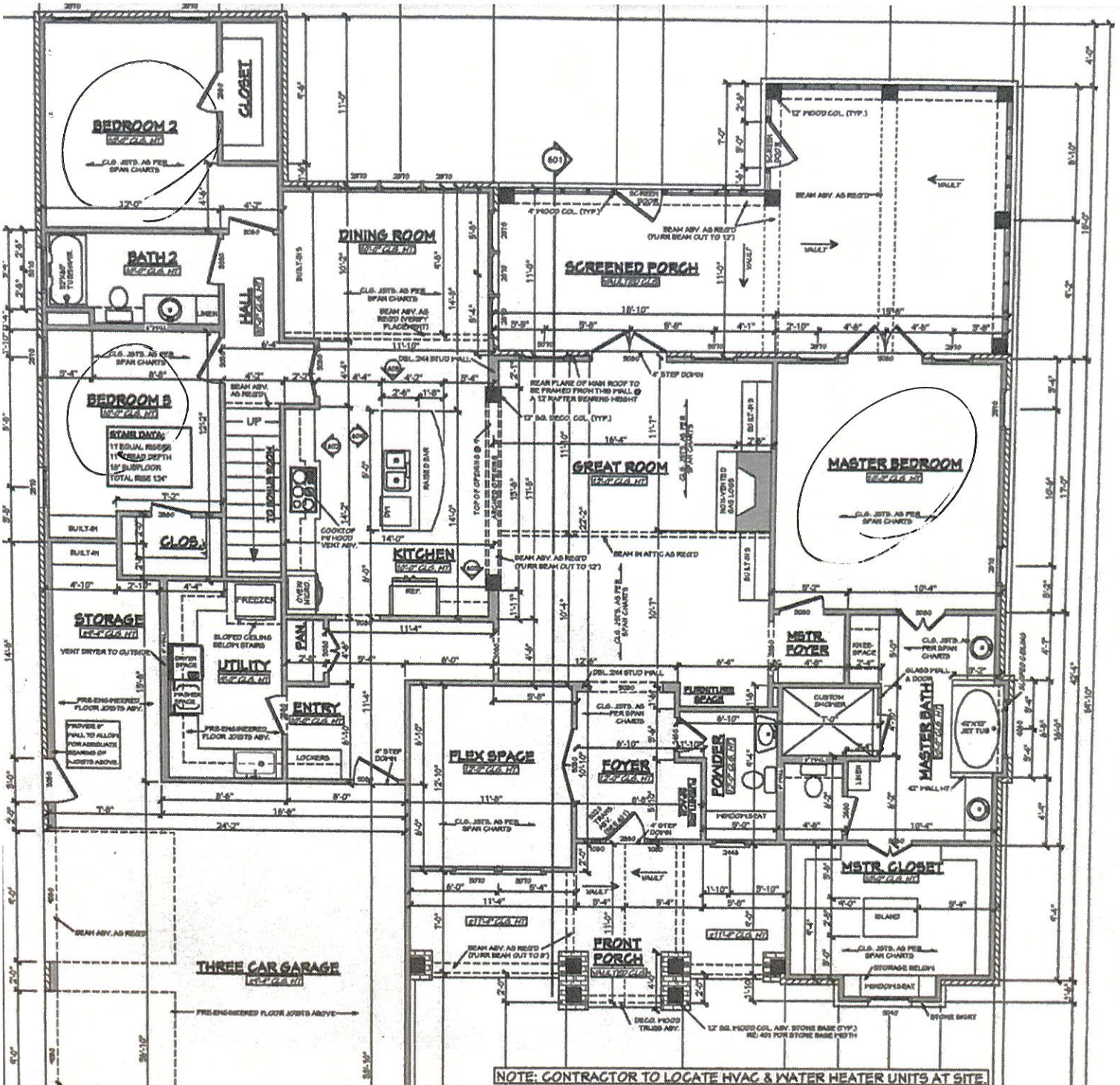
THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(a) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

© 7/2020



AREA:		
	2597	S.F. HEATED - FIRST FLOOR
	667	S.F. UNHEATED - BONUS ROOM
	492	S.F. UNHEATED - REAR PORCH
	924	S.F. UNHEATED - GARAGE
	117	S.F. UNHEATED - STORAGE
	224	S.F. UNHEATED - FRONT PORCH
	2424	S.F. UNHEATED - TOTAL
	5021	S.F. TOTAL UNDER ROOF

Acknowledgement Of
Plans Submittal ONLY!

Date 12-9-2021

Date 12-10-21

Pre-Drawn Plan ID:

IREDELL COUNTY · NC

IREDELL COUNTY
PO Box 788
349 North Center St.
Statesville, NC 28677

APPLICATION NUMBER
316951 Issue Date:

Permit Type: ZONING

Parcel Number	Street Address	Jurisdiction
4728599605.000	249 Ford Farm Dr.	Iredell County

Owner Information	Applicant Information
Name: ELJ II HOLDINGS LTDP Address: Phone:	Name: WAYNE MARTIN Address: 160 DRIFTWOD COVE DR TROUTMAN, NC 28166 Phone:

Use Requested	Zone Code
Single Family Dwelling	RA

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
75.06	35	50	15	15	WSIV-PA Catawba/Lake Norman	YES

Remarks
SFD

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. The applicant further acknowledges that enforcement of deed restrictions, plat conditions and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

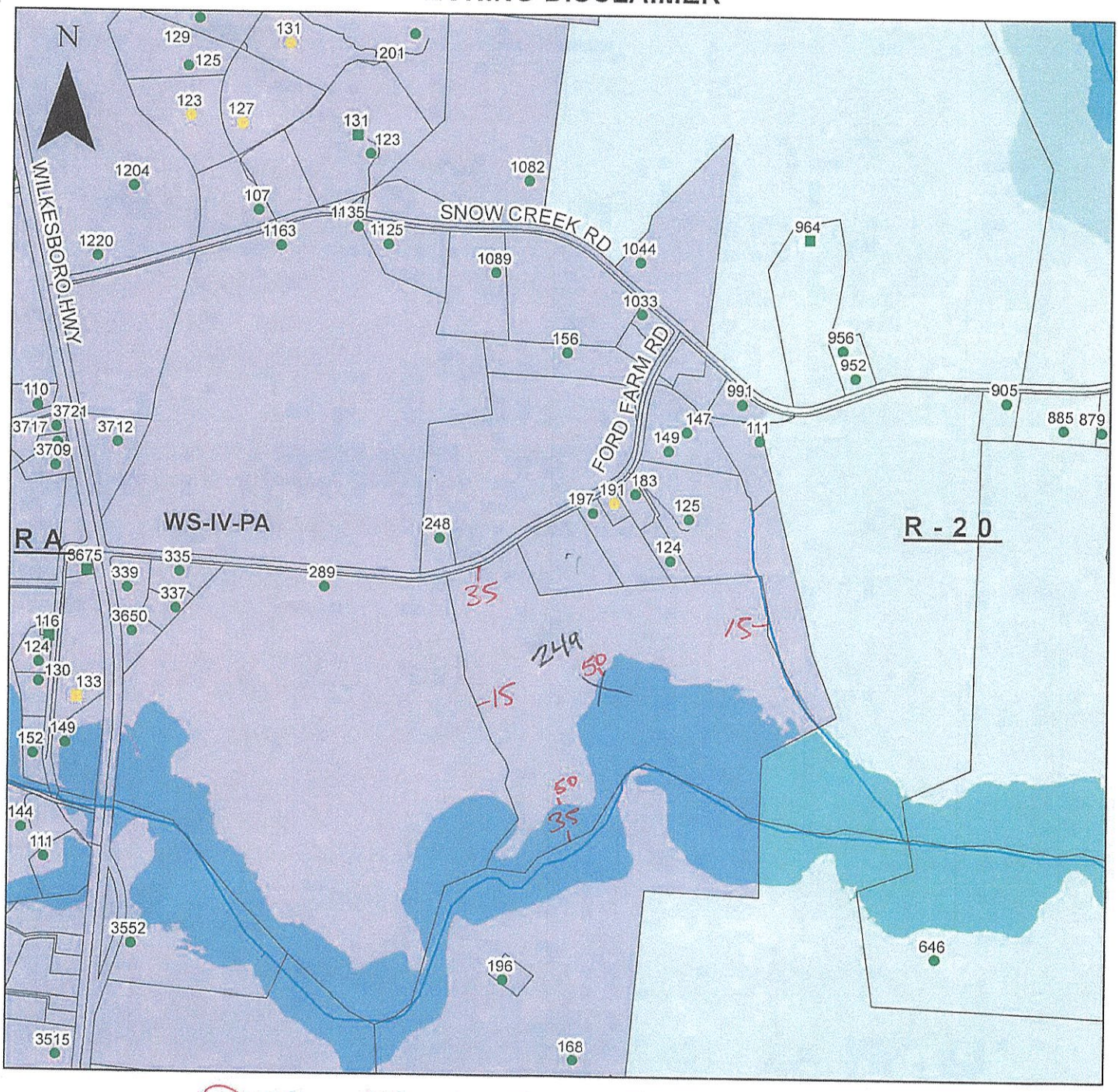
Signature of Owner/Contractor

Date: 04/20/2021

Permit Number	316951

TOTAL FEES:	$77.25

ZONING DISCLAIMER



Property Address 249 Ford Farm Rd.

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. Applicant further acknowledges that the enforcement of deed restrictions, plat conditions, and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Applicant

4-20-21
Date