Date Received 10-21-'82

SIR No. 19063

T. C. No 035-136-08

Map Date _____

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

APPLICATION FOR SOIL INVESTIGATION

1) NAME OF OWNER Byrum (LAST), William (FIRST), T. (MIDDLE)

2) ADDRESS OF OWNER SEND RESULTS TO TOMS REALTY 3525 Donovan Pl. Charlotte, N.C. ZIP 28215

3) PHONE NO. Home 536-6448 Office SAME

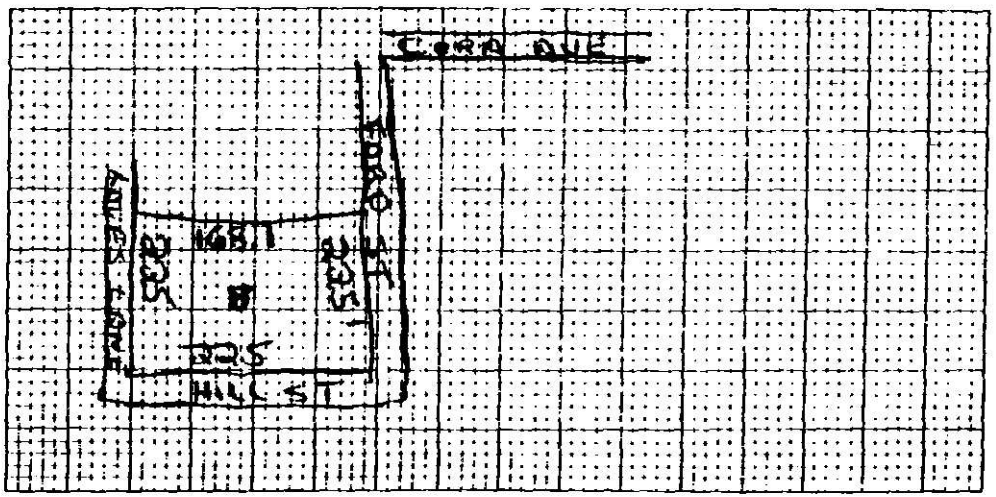
4) LOCATION OF PROPERTY Ford St. TAX PARCEL 35-136-8 (STREET OR COUNTY ROAD)

5) SUBDIVISION Oakdale LOT NO 3 BLOCK NO. _____

MAP BOOK NO _____ PAGE NO. _____

6) DEED REFERENCE DEED BOOK _____ PAGE NO. _____

Application is hereby made to the Mecklenburg County Department of Environmental Health for the conduct of a soil investigation and an on site inspection of the lot hereinabove described for the purpose of determining if the lot is suitable for the installation of an individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge



7) ACCURATELY DIAGRAM & DIMENSION LOT

By Rick Toms - Toms Realty
OWNER

EHD-5-76

Environmental Health Department's Copy

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
1200 BLYTHE BOULEVARD
CHARLOTTE NORTH CAROLINA 28203

SITE INVESTIGATION REPORT
INDIVIDUAL SEPTIC TANK SYSTEM
WITH SUBSURFACE
SOIL ABSORPTION
EFFLUENT DISCHARGE

SIR. NO. 19063
T.C. NO. 035-136-08
MAP DATE
DATE

NAME OF OWNER Byrum, William T.

ADDRESS OF OWNER Rt. 1, Box 125, Monroe, NC 28110

LOCATION OF LOT Ford Street

At your request and pursuant to Section .1939 of the North Carolina Administrative Code, Title 10, Department of Human Resources, Chapter 10, Health Services, Subchapter 10A, a site evaluation has been made for an on premises ground absorption sewage disposal system on the property designated above and the following conditions were found: SOIL TEXTURE (2-1 clay)
Soil Drainage (large area with a seasonally perched water table within 24 to 30 inches of the ground surface)
OTHER (inadequate area of provisionally suitable soil)

Sites classified as Unsuitable are not acceptable for soil absorption of sewage effluent. However, if engineering, geologic, soil, and environmental studies indicate that a suitable septic tank system or a suitable alternate system can be expected to function satisfactorily, such sites may be re-classified as Provisionally Suitable. (Section 10 of the North Carolina Administrative Code 10A, .1948)

If you desire to file for permission to install an "alternate or modified" system, you should present this office with your proposals in the form of plans and specifications. These would be reviewed and if it is found that the system may reasonably be expected to function satisfactorily, approval may be given on the execution by you of a "Septic Tank Agreement Form" available in this office.

Mike Sexton
Michael A. Sexton, Environmentalist

EHD 999 (10-82)

DEPARTMENT OF ENVIRONMENTAL HEALTH
MECKLENBURG COUNTY, NORTH CAROLINA

SITE EVALUATION

S.I.R. NO. 1963

T.C. NO. 035-136-02

(Ground Absorption Sewage Disposal)

OWNER: William T. Bynum
ADDRESS: Rt. 1, Box 125 Monroe N.C. 28110
LOCATION OF SITE: Ford St.

PLAT NO: Lot #3
LOT SIZE: Approx 43,100

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4
1. SLOPE (%)	(S) PS U 2-8%	(S) PS U 2-8%	(S) PS U 2-8%	S PS U
2. SOIL TEXTURE (12-36 inches) Sandy, Loamy, Clayey (Note 2-1 Clay)	S (PS) U Clay	S PS (U) 2-1 Clay	S PS (U) 2-1 Clay	S PS U
3. SOIL STRUCTURE (12-36 inches)	S (PS) U Blocky	S (PS) U Blocky	S (PS) U Blocky	S PS U
4. SOIL DEPTH (inches)	(S) PS U 48"	(S) PS U 48"	(S) PS U 48"	S PS U
5. RESTRICTIVE HORIZONS (Inches) (Impervious strata, Rock)	(S) PS U None	(S) PS U None	(S) PS U None	S PS U
6. SOIL DRAINAGE/GROUNDWATER (external and internal)	(S) PS U >48" To ground water	S Perched water table PS 24-36" (U) Drainageway	(S) PS U >48" To ground water	S PS U
7. OTHER (Specify)	S Restricted PS Area (U)	S PS U	S PS U	S PS U
8. SOIL GROUP	IVA	IVB	IVB	
9. SITE CLASSIFICATION	unsuitable	unsuitable	unsuitable	
10. SOIL SERIES	Cecil	Helena	Vance	

S - Suitable PS - Provisionally Suitable U - Unsuitable

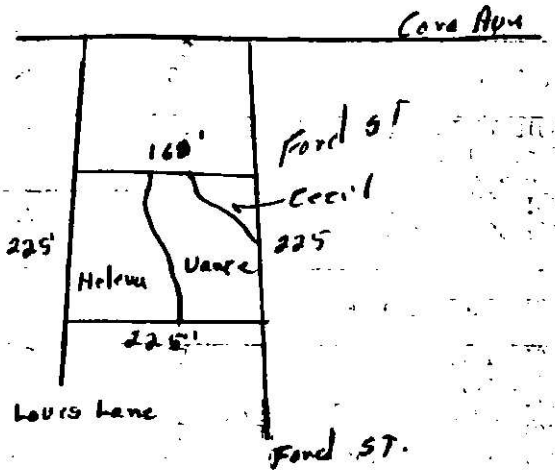
**See Diagram on Back (includes: soil areas, property lines, roads, streams, gullies, wet areas, fill areas, wells, water bodies, slopes)

Recommendations/Comments:

Described by: William R. Martin
Title: Soil Scientist

Date: 12-28-82

EHD 539 (Revised: 6/82)


Cove Ave
160'
Ford ST
Cecil
225'
225'
Helen
Dane
225'
Louis Lane
Ford ST.

TOMS REALTY ASSOCIATES

THIS AGREEMENT made the 21ST day of OCTOBER 19 82

In the City of CHARLOTTE County of MECKLENBURG State of NORTH CAROLINA

WILLIAM T. AND PATRICIA S. BYRUM Sellers have this day agreed to SELL

and JANET H. NJUS (Separated) Purchaser has this day

agreed to purchase that certain property known as PARCEL 35-136-8 FORD ST OAKDALE

AT A PURCHASE PRICE OF TEN THOUSAND, FIVE HUNDRED DOLLARS ($10,500.00)

ON THE FOLLOWING TERMS:

Cash binder and part purchase money, receipt of which is hereby acknowledged, to be held by TOMS REALTY ASSOCIATES $100.00

SELLERS AGREE TO FINANCE $8,500 AT TEN (10) PERCENT ANNUAL INTEREST FOR FIFTEEN (15) YEARS - WITH NO PRE-PAYMENT PENALTIES.

Cash on delivery of deed $1,900.00

TOTAL SALES PRICE $10,500.00

IT IS UNDERSTOOD THAT THERE IS NO EXISTING WELL OR SEPTIC TANK NOR WILL EITHER BE FURNISHED BY SELLERS AT THIS PRICE. HOWEVER, SELLERS AGREE TO FURNISH SATISFACTORY PERC TEST FROM COUNTY HEALTH DEPT.

IT IS THE INTENT OF THE PURCHASER TO BUILD A HOME ON THIS PROPERTY AND SHOULD THE LENDER REQUIRE A SUBORDINATION AGREEMENT FOR THE PURPOSE OF OBTAINING A CONSTRUCTION LOAN THEN SELLERS AGREE TO COOPERATE.

PURCHASER REQUESTS RIGHT TO BEGIN CLEARING LAND FOR THE FOUNDATION AND DRIVEWAY IMMEDIATELY.

SELLERS AGREE TO FURNISH THE PURCHASER WITH A SURVEY - IF ONE IS AVAILABLE.

CLOSING COST — Seller DEED PREP. AND REVENUE STAMPS Prepaid Items TAXES TO BE PRORATED

Purchaser ATTORNEY'S FEE AND RECORDING Insurance NOT APPLICABLE

Settlement date ON OR BEFORE NOVEMBER 1, 1982 Possession UPON CLOSING

Seller will furnish proof to Purchaser by letter from a licensed pest control firm that the house and all improvements are free of termites and all other wood destroying organisms, and/or structural damage therefrom. NOT APPLICABLE

~~Seller agrees to deliver property with electrical, plumbing, air conditioning, heating system, well, septic tank, appliances and their components in good operating condition at time of closing. It will be Purchaser's responsibility to inspect these items prior to closing; cost of necessary repairs to be paid by seller. Such warranties and/or agreement are not enforceable after closing.~~ Risk of loss or damage by fire or other casualty pending transfer of title rests on the Seller.

It is understood that the property will be conveyed subject to such zoning regulations, conditions, reservations, easements, and restrictions as are legally enforceable against this property, and that the seller will execute and deliver to the Purchaser, within a reasonable time from date, a deed conveying a good marketable fee simple title to the land above described, with full covenants and warranties, subject only to exceptions herein provided.

It is agreed that if the Seller cannot deliver a good fee simple title, free and clear of all liens and encumbrances, excepting those referred to above, within (30) days after written notice to the Seller, the earnest money shall be refunded. Otherwise, upon default by the Purchaser in the performance of any of the conditions contained herein, then the earnest money shall be retained by, and become the property of, TOMS REALTY ASSOCIATES., as liquidating damages, in consideration of negotiating this agreement.

It is agreed that the Purchaser will in good faith do all things necessary to procure said loan, and will co-operate to the fullest in obtaining such loan, and if the loan cannot be obtained the binder will be returned. The binder will not be returned if the Purchaser takes any action that will prevent the loan being obtained.

In case of rejection of this offer or in case the present owners are unable to convey a good and marketable title, the Purchaser's binder is to be returned and this offer shall become null and void. Otherwise it shall be and remain in full force and effect.

The entire agreement for the purchase of the property described herein is stated in this contract and is not subject to modification by any verbal agreement, representation, or collateral understanding except as herein noted, if any. Unless otherwise noted, taxes, rents, and interest will be prorated as of date of transfer of title.

Seller agrees to pay a commission of FIVE percent to TOMS REALTY ASSOCIATES AND 5% TO CARRAS REALTY

In witness whereof the purchasers have set their hands and seals the day and year first above written and the sellers have set their hands and seals this 21ST day of OCTOBER 1982

R. L. Sanders
WITNESS TO SELLER

Richard W. "Rick" Toms
WITNESS TO PURCHASER

William Taylor Byrum (SEAL)
SELLER

Patricia S. Byrum (SEAL)
SELLER

Janet H. Njus (SEAL)
PURCHASER

(SEAL)
PURCHASER