

9508 GLEN BROOK DR

11111302

12/26/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 1923 B DATE: 6-1-99

TC: 111-113-02 ~~139-129-6270004~~ ☒ L ☐ CRT

SERIAL Nº 18018

(182)

Name of Owner APEX HOMES/ RAY WATTS Juris.: _____

Address of Property 9508 GLENBROOK DRIVE

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400

Number of Lines 7 @ 57

Cover Depth 12"

Water Supply Source MUNICIPAL

Distance to Water Source 10'

Excavation Inspected 6-2-99

Tank(s) Inspected 6-2-99

Wash Line Inspected NA

High Water Alarm Inspected —

SEE PLOT PLAN

PLOT

Design 1500 ST 1000 SFT CONV 12 G CTR# BOB MCSPUEN

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 15A 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 15A 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: TYPE II-C

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

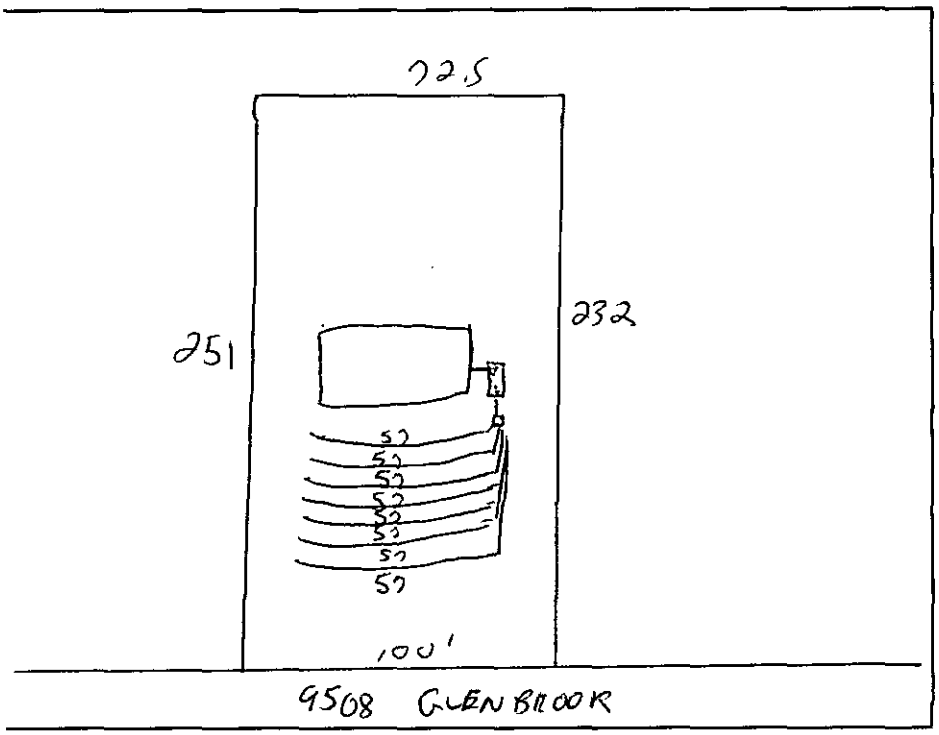
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1983B DATE: 6-1-99

TC: 111-113-02 ~~139-129-62 P00~~ 4 ☐ L

SERIAL Nº 18096

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 5-6-99. All work shall be completed on or before 6-1-99, 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 — gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yES

Total Line Length 400 feet

Number of Lines 7

Depth of Stone 12" inches

Distance from House 15' feet

Distance from Property Line 10' feet

Distance from Well NA. feet

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

NAME OF OWNER APEX HOMES,

LOCATION OF PROPERTY 9508 GLENBROOK DRIVE

Comments: _____

Environmental Health Specialist

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

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

DATE: 3/11/98 PERMIT NO: 1923B
PARCEL NO: 111 113 02

JOB LOCATION ADDRESS: 9508 Glenbrook Dr
PROPERTY OWNER: Apex Homes Inc
BUILDING CONTRACTOR: " " "
SUBDIVISION NAME: Cedarbrook Acres
AUTHORIZATION ISSUED BY: Philo A. Walker R.S. DATE: 3/11/98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1923B, 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: _____

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.

X By: _____ 11 MAR 98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 1923B

Tax Number 111 113 02

- 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	360 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)	24" Maximum trench depth (At least 12" of provisionally suitable soil *must remain* between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone		
Any surface waters present: NO Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: Driveway to hug left property line				
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	
1200 Absorption Area (Sq ft) 400' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" 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 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 ef 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 Departm

--- This Improvement permit is transferable.

Philo L. Walker R.S. 3/11/98
DEHNR Authorized Agent Date

X _____ 11 Mar 98
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

PROPOSED PLOT PLAN

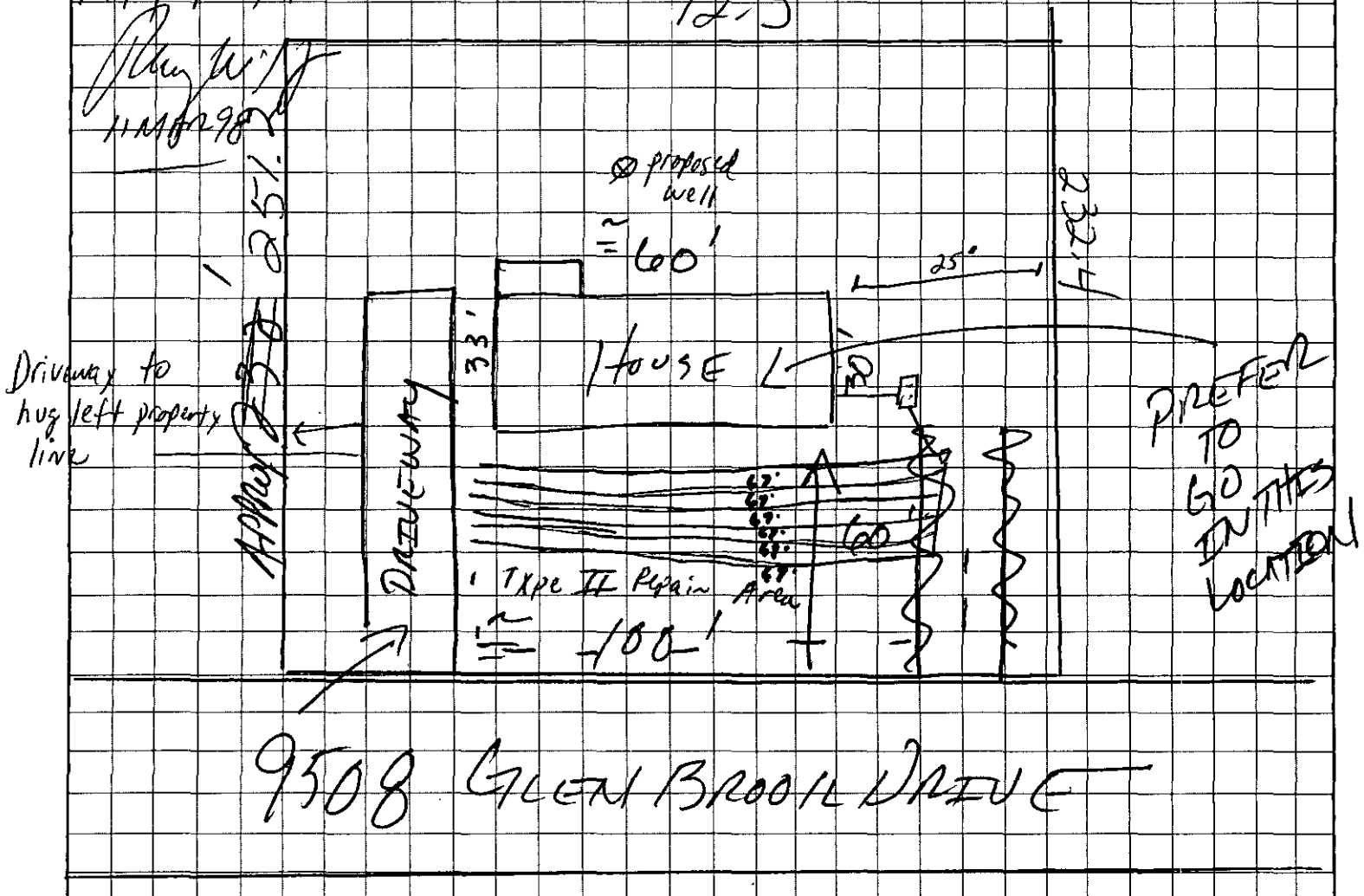
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1923B

TC: 111-113-02

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.

COMMENTS 3 Bedroom Residence, 1500 SF, 6 lines x 67' long x 3' wide x 12" stone 400 LF, Type II Repair Area, Keep septic system >100' 50' min from any wells 25' from front right house corner to right property line, 125' from front left house corner to front property line, Driveway to hug left property line



APPROVAL DATE PDW 3/11/98

OWNER/AGENT SIGNATURE

DATE 6 Mar 98

By: For: Hovnanian, Inc

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

FEE: 100.00 Check 4703

DATE: 3/12/98 C

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

1 1 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 #: 13236

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-113-02

STREET ADDRESS: 9508 GLENBROOK DR.

SUBDIVISION OR MOBILE HOME PARK NAME: CEDAR BROOK ACRES

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

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

CLOSING DATE 3/12/98

HEATED SQUARE FOOTAGE: Approx. 1800

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: ?

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: (LAST) APEX HOMES, (FIRST) INC. (MI)

(MAIL) ADDRESS: P.O. BOX 561914

CITY: CHAR. STATE: NC ZIP: 28256

DAYTIME PHONE: 704 341-3991

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) RAC WATTS, (FIRST) RAY (MI)

DAYTIME PHONE: 704 347 3991

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? [illegible]

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: By: [signature]

DATE: 9 Mar 98

for: APEX HOMES, INC.

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

PW

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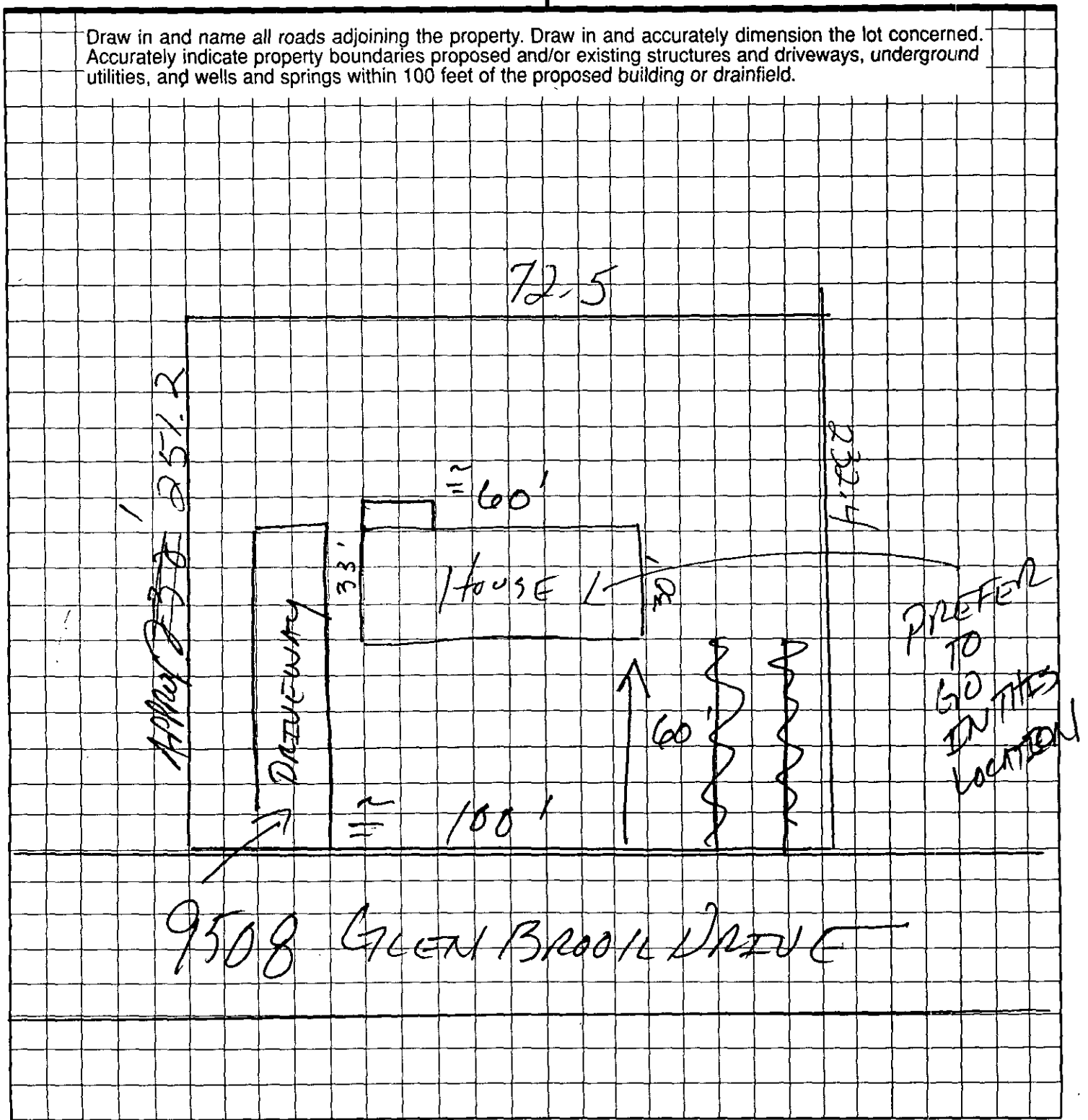
PROPOSED PLOT PLAN

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

FILE: 1923B

TC: 111-113-02

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 6 Mar 98

DATE 3/

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: 2600 #2 1923 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

111-113-02

OWNER: Draem Yaden
ADDRESS: 9516 Alden Brook Dr Otsego
PROPOSED FACILITY: residence
LOCATION OF SITE: 9508 Alden Brook Dr

APPLICANT:
APPLICATION DATE:
PROPOSED DESIGN FLOW (.1949): 360gpd
DATE EVALUATED:
PROPERTY SIZE: .47
PROPERTY RECORDED:

WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 2-8% .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	0-8"	gr/scl	Fr/SEXPl SS/SP	7.5YR 7/8 soil wetness	48"	N/A	None	PS .39/P2 IV
		8-48"	SBK/c	Fi/SEXPl S/P					
2	LS	0-10"	gr/scl	Fr/SEXPl SS/SP	7.5YR 7/8 soil wetness	48"	N/A	None	PS .39/P2 IV
		10-48"	SBK/c	Fi/SEXPl S/P					
3	LS	0-6"	gr/scl	Fr/SEXPl SS/SP	7.5YR 7/8 soil wetness	48"	N/A	None	PS .39/P2 IV
		6-48"	SBK/c	Fi/SEXPl S/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.R. Marlin - 6-12-97
OTHER(S) PRESENT: LSS

COMMENTS: Does not appear to be 100% Repair

LEGEND

use the following standard abbreviations

ANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (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) SLC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	MOIST VFR (Very Friable) FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	WET 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			

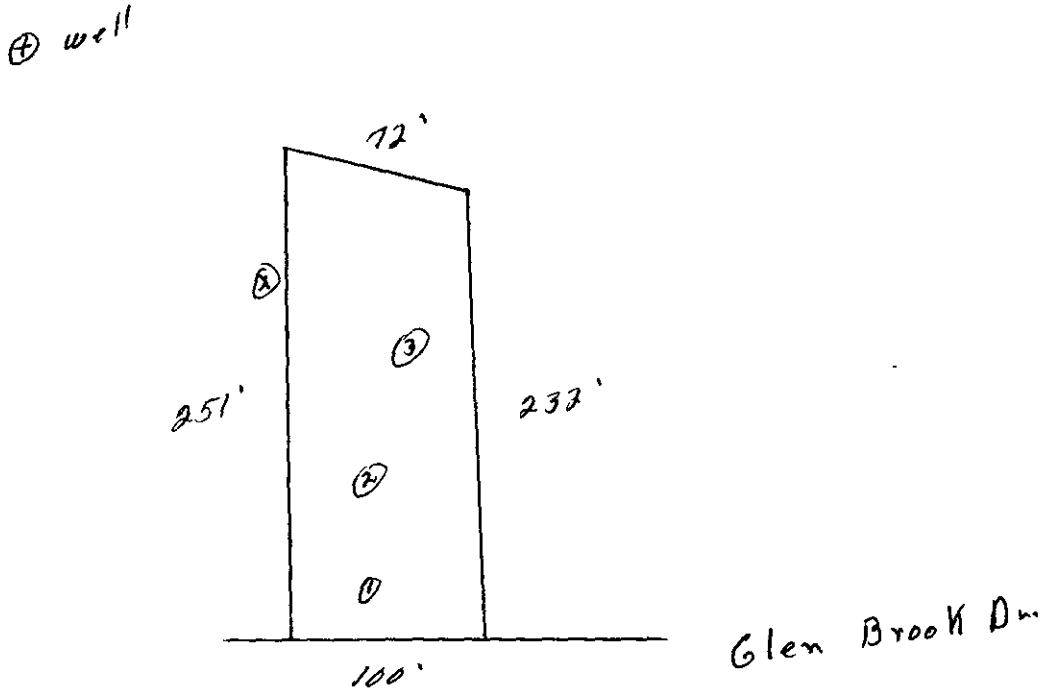
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ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from 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).

1973B



FEE: 100.00
DATE: 5-12-97
CK# 2553

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

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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 #: 1923B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-113-02

STREET ADDRESS: 9508 Glenn Brook Dr

SUBDIVISION OR MOBILE HOME PARK NAME: n

LOT NUMBER: 7

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1680

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

PROPERTY OWNER: Yates Melton Graem

NAME: (LAST) (FIRST) (MI)

ADDRESS: 9516 Glen Brook Dr

CITY: Chr STATE: N.C. ZIP: 28215

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Killian (FIRST) John (MI) R

DAYTIME PHONE: (704) 545-0427

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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SIGNED: John R Killian DATE: 5-12-97

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

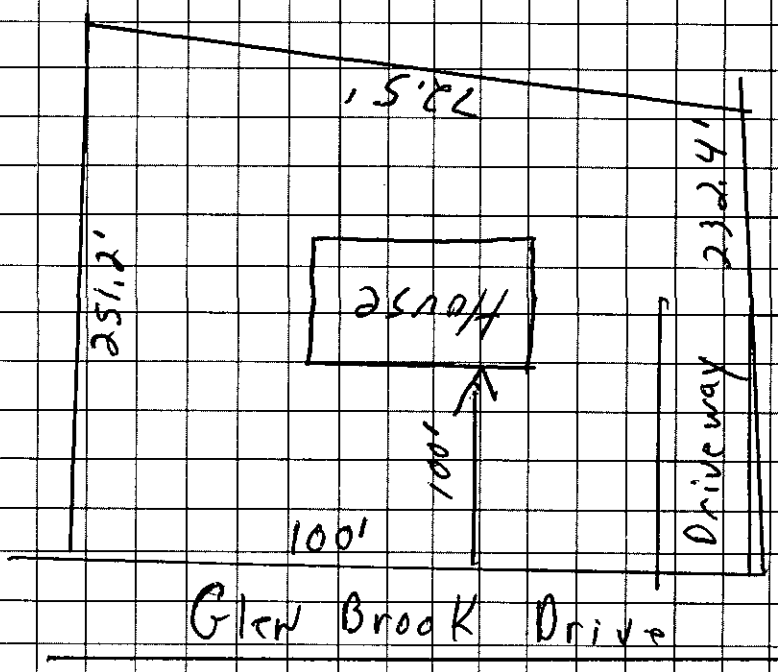
PROPOSED PLOT PLAN

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FILE: 1923B

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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.



John R Killian
OWNER/AGENT SIGNATURE

DATE 5-12-97

APPROVAL DATE _____

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

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Listing Agreement") is entered into (Date) 10-17-96, between Graeme M. & Eleanor L. Yates, as Seller(s) ("Seller") of the property described below (the "Property") and ERA Town & Country Realty as Listing Firm ("Agent").

1. The real property that is the subject of this Listing Agreement is located in the City of Charlotte, County of Mecklenburg, State of North Carolina and is known more particularly and described as: Street Address 9508Glen Brook Dr. Zip 28215
Legal Description _____

2. Also included in this Listing Agreement are the following items of personal property: _____

3. In consideration of the Seller agreeing to list the Property for sale and in further consideration of *Agent's services and efforts to find a buyer*, Agent is hereby granted the exclusive right to sell the Property, for a period of _____ from 10-17- 1996, until midnight, 7-01- 1997, for a cash price of $ 26,000.00 or on price and terms as follows: ( ) Loan Assumption (X) Conventional ( ) FHA ( ) VA ( ) Owner Financing ( ) Other _____, or for any other price or on any other terms acceptable to Seller.

4. AGENCY RELATIONSHIPS: *Agent has advised Seller of Realtor's® general company policy* regarding cooperating with Subagents, Buyer Agents or both and Seller has read the Description of Agent Duties and Relationships on reverse side hereof and agrees to authorize the Agent (Listing Firm) to: ***(Instructions: Initial ALL Applicable authorizations)***
EG YG ___ Cooperate with and compensate Subagents representing only the Seller
___ Cooperate with and compensate Buyer Agents representing only the Buyer
The form of agency in a transaction will be disclosed verbally to the Seller's Agent at the time of initial contact by all cooperating real estate agents. Further, a written disclosure of agency shall be provided to the Seller at the time an offer to purchase is submitted for the Seller's consideration. Realtors® have an ethical responsibility to treat all parties to the transaction honestly.
(Instructions: Initial only ONE)
EG YG ___ Seller authorizes the Agent (Listing Firm) to act as a *Dual Agent*, representing both the Seller and the Buyer, subject to the terms and conditions of the attached Dual Agency Addendum.
___ Seller desires *exclusive representation* at all times during this agreement and does NOT authorize Agent to act in the capacity of Dual Agent.

5. Seller agrees to pay Agent a fee of 6 ___% which shall be computed on the gross sales price of the Property, OR

a. if a contract to purchase from a buyer is *procured* by Agent, the Seller, or anyone else during the exclusive listing period on any terms acceptable to the Seller;
b. the Property is sold, exchanged, conveyed or transferred, or the Seller agrees to sell, exchange, convey or transfer the Property upon any terms whatsoever, during the term of this Agreement or any renewal hereof;
c. if, within 60 days after expiration of the exclusive listing period (the "protection period"), Seller either directly or indirectly sells, exchanges, conveys or transfers, or agrees to sell, exchange, convey or transfer the Property upon any terms whatsoever, to any person who has been physically shown the Property during the term of this Agreement or any renewal hereof, provided notice of such persons are delivered or postmarked to the Seller within 15 days from date of expiration. HOWEVER Seller shall NOT be obligated to pay such fee if a valid Listing Agreement is entered into between Seller and another real estate firm and the Property is sold, exchanged, conveyed or transferred during such protection period.

This fee will be *due and payable* at closing or upon Seller's default of Offer to Purchase and Contract. *If Seller defaults* [illegible] that would have been due the Agent will be due and payable immediately in cash from the Seller

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Listing Agreement") is entered into (Date) 10-17-96, between Grace M. & Eleanor L. Yates, as Seller(s) ("Seller") of the property described below (the "Property") and ERA Town & Country Realty as Listing Firm ("Agent").

1. The real property that is the subject of this Listing Agreement is located in the City of Charlotte, County of Mecklenburg, State of North Carolina and is known more particularly and described as: Street Address 9508 Glen Brook Dr. Zip 28215 Legal Description _____

2. Also included in this Listing Agreement are the following items of personal property: _____

3. In consideration of the Seller agreeing to list the Property for sale and in further consideration of *Agent's services and efforts to find a buyer*, Agent is hereby granted the exclusive right to sell the Property, for a period of _____ from 10-17-96, 1996, until midnight, 7-01-1997, for a cash price of $ _____ or on price and terms as follows: ( ) Loan Assumption (X) Conventional ( ) FHA ( ) VA ( ) Owner Financing ( ) Other _____, or for any other price or on any other terms acceptable to Seller.

4. AGENCY RELATIONSHIPS: *Agent has advised Seller of Realtor's® general company policy* regarding cooperating with Subagents, Buyer Agents or both and Seller has read the Description of Agent Duties and Relationships on reverse side hereof and agrees to authorize the Agent (Listing Firm) to: ***(Instructions: Initial ALL Applicable authorizations)***

EG CG ___ Cooperate with and compensate Subagents representing only the Seller

EG CG ___ Cooperate with and compensate Buyer Agents representing only the Buyer

The form of agency in a transaction will be disclosed verbally to the Seller's Agent at the *time of initial contact* by all *cooperating real estate agents*. Further, *a written disclosure of agency* shall be provided to the Seller at the time an *offer to purchase is submitted for the Seller's consideration*. Realtors® have an ethical responsibility to treat all parties to the transaction honestly.

(Instructions: Initial only ONE)

EG CG ___ Seller authorizes the Agent (Listing Firm) to act as a *Dual Agent*, representing both the Seller and the Buyer, subject to the terms and conditions of the attached Dual Agency Addendum.

___ Seller desires *exclusive representation* at all times during this agreement and does NOT authorize Agent to act in the capacity of Dual Agent.

5. Seller agrees to pay Agent a fee of 6 % which shall be computed on the gross sales price of the Property, OR _____

a. if a contract to purchase from a buyer is *procured* by Agent, the Seller, or anyone else during the exclusive listing period on any terms acceptable to the Seller;

b. if the Property is sold, exchanged, conveyed or transferred or the Seller agrees to sell, exchange, convey or transfer the Property upon any terms whatsoever, during the term of this Agreement or any renewal hereof;

c. if, within 60 days after expiration of the exclusive listing period (the "protection period"), Seller either directly or indirectly sells, exchanges, conveys or transfers, or agrees to sell, exchange, convey or transfer the Property upon any terms whatsoever, to any person who has been physically shown the Property during the term of this Agreement or any renewal hereof, provided names of such persons are delivered or postmarked to the Seller within 15 days of the date of expiration. HOWEVER Seller shall NOT be obligated to pay such fee if a valid Listing Agreement is entered into between Seller and another real estate broker and the Property is sold, exchanged, conveyed or transferred during such protection period.

This fee will be *due and payable* at closing or upon Seller's default of an offer to purchase and Contract. *If Seller defaults* and compensation that would have been due the Agent will be due and payable immediately from the Seller.

6. Agent agrees to provide Seller the *benefit of Agent's knowledge, experience and advice* in the marketing and sale of the Property. Seller understands that Agent makes *no representation or guarantee as to the value of the Property*, but Agent agrees to use its best efforts in good faith to find a buyer who is ready, willing and able to purchase the property.

7. *The broker shall conduct all his brokerage activities in regard to this contract without respect to the race, color, religion, sex, handicap, familial status or national origin of any buyer, prospective buyer or prospective seller.*

8. Seller agrees to cooperate with Agent in the marketing and sale of the Property, including: (a) providing to Agent in a timely manner accurate information reasonably requested by Agent; (b) referring to Agent all inquiries received during the term hereof; (c) making the Property available for showing at reasonable times and upon reasonable notice; and (d) complying in a timely manner with all terms of any sales contract.

9. Seller hereby authorizes Agent: ***(Initial ALL applicable lines)***

EG CG (a) To place "For Sale," "Under Contract," "Sale Pending" (or other similar signs) on the Property where permitted by law and relevant covenants and to remove other such signs.

___ (b) To place a lock box on the Property.

EG CG (c) To advertise the Property.

EG CG (d) To submit pertinent information concerning the Property to any listing service of which Agent is a member and to submit to such listing service notice of all changes of information concerning the Property authorized in writing by Seller. Seller agrees that, upon execution of a sales contract on the Property to be sold, the listing service of the pending sale and upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.

Seller acknowledges right to convey and, if the Property is sold during the period set forth herein, will execute and deliver a general warranty deed conveying fee simple marketable title to the Property, free of all encumbrances except ad valorem taxes for the current year (prorated to closing), *utility easements, rights-of-way, and unviolated restrictive covenants*, if any, and those specifically listed in the sales contract.

The following shall be a part of this Listing Agreement: _____

All monies received by the Agent, in escrow, until the consummation or termination of this Agreement.

This is the entire agreement of Seller and Agent and there are no representations, inducements, or other agreements. Any additions or deletions to this Listing Agreement must be in writing and signed by Seller and Agent.

Seller acknowledges receipt of a *signed copy of this Listing Agreement.*

Seller _____ SS/Tax ID# 267-20-3495

Seller _____ SS/Tax ID# 254-52-2945

Address _____ Work Phone _____

ERA Town & Country Realty

Address _____ Office Phone 704-549-1600

Agent Charlotte, NC 28262