FILE NUMBER: 445B

J AM/well

Revised On: August 31, 2007

APPLICATION NUMBER: 3141

SEPTIC FEE: 200.00
DATE: 1/11/08
03991B

MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES
APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

WELL FEE: 400.00
DATE: 1/11/08
03991B

1. **SEPTIC / TYPE APPLICATION:** ☐ NONE ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. **WELL / TYPE APPLICATION:** ☐ NONE ☑ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. **JOB LOCATION INFORMATION:**

TAX PARCEL NUMBER: 23109403
STREET ADDRESS: 2528 Walker Rd
CITY: Charlotte
STATE: NC ZIP:
SUBDIVISION NAME:
LOT #: LOT SIZE (acres):
TOWNSHIP:

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

4. **BUILDING INFORMATION:**

BUILDING TYPE:

☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____

HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 3-4
NUMBER OF OCCUPANTS: 4
FOUNDATION TYPE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. **IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION:** ☐ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. **WATER SUPPLY:** ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

7. **PROPOSED USE OF WELL:** ☐ N/A ☐ IRRIGATION ☒ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. **PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE** *(1-MOST DESIRED 5-LEAST DESIRED)*:

☑ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. **RANK:** ____ ____ ____ ____ ____

9. **DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.**

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☑ YES	☐ NO
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES	☑ NO	JURISDICTIONAL WETLANDS	☐ YES	☑ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☑ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES	☑ NO

10. **PROPERTY OWNER:**

NAME: Aleksander Silchenko
ADDRESS: 9001 Louvaine dr
CITY: Charlotte
STATE: ZIP: 28227
HOME PHONE: 545-0294 WORK PHONE: 661-1759
MOBILE PHONE: 704 492-1690 FAX:

11. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:**

NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

12. **WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?** Nov 30
13. **WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?** JUN move IN

14. **SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:**
If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. 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. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

Natalya Zadiran
Property Owner's or Owner's Legal Representative Signature Date

15. **WELL PERMIT APPLICATION SIGNATURE SECTION:**
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. 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. The permit is valid for a period of 12 months from the date of issuance.

Natalya Zadiran
Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

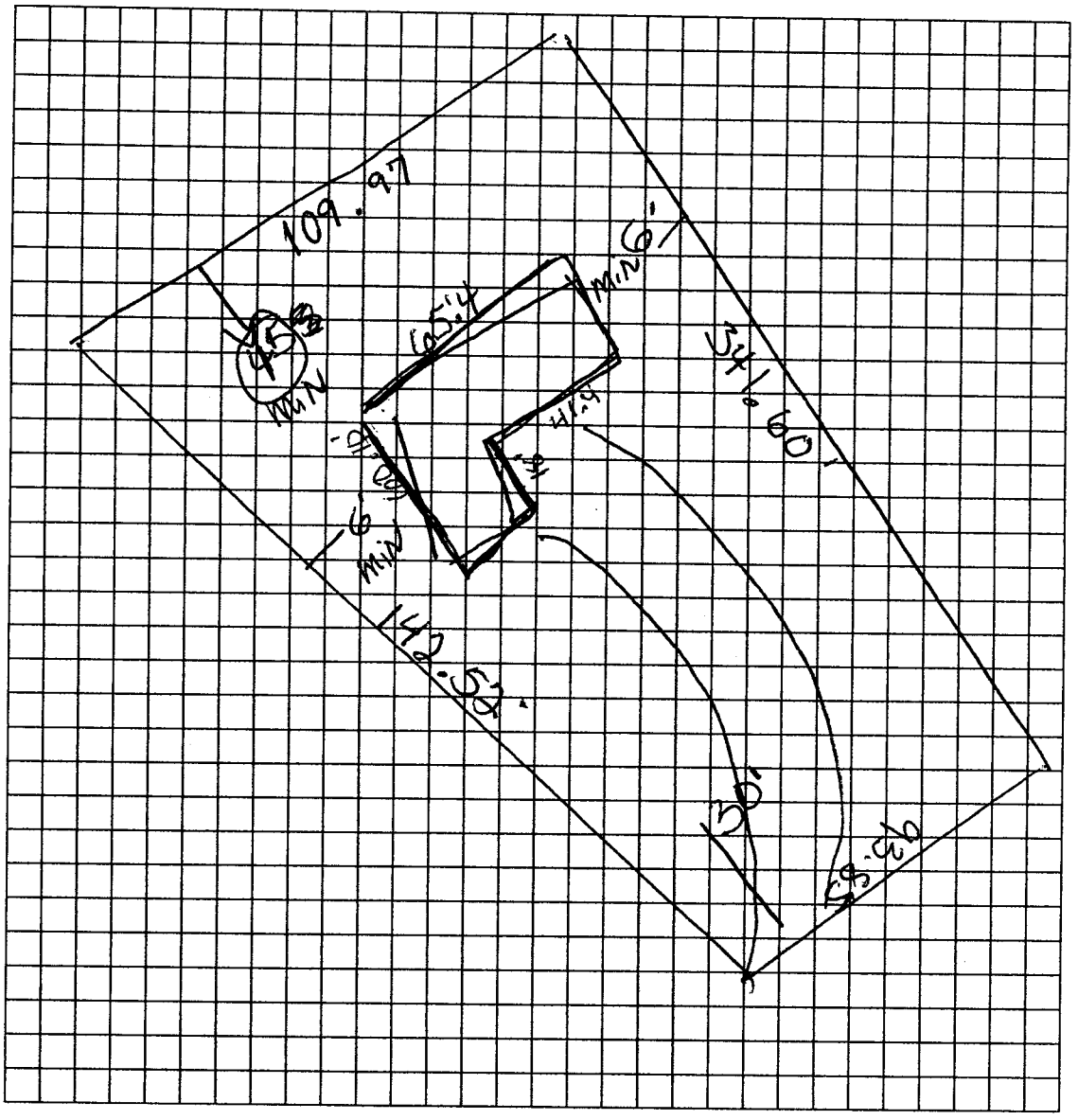
MECKLENBURG COUNTY-GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211, CHARLOTTE, NC 28202 PHONE: (704) 336-5103 FAX: (704) 336-6894

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File # 445B
Date_____

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	Natalya Zadesan
Date	

LBC 12/15/04

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1 of 2
Property ID: 231-09-403
Lot #:
File #: 445B
AppID: 3141

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Alexander Silchenkn
Address: 9001 Louvaine Dr.
Proposed Facility: Residence Design Flow (.1949): 360 GPD
Location of Site:
Water Supply: [ ] Public [ ] Individual [X] Well [ ] Spring [ ] Other
Evaluation Method: [X] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

Applicant:
Date Evaluated: 1/28/2008
Property Size:
Property Recorded:

PROFILE #	1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941		PROFILE FACTORS				Profile Class & LTAR
			.1941 Structure/ Texture	.1941 Consistence Mineralogy	.1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr. Horiz	
1	L-3%	0-12	GR/SL	Fri,NS,NP					
		12-40	ABK/C	Fi,S,P,SEXP					PS,IV
		40-48	MAS/C	FI,S,P,EXP		40"			.25GPD/FT^2
2	"	0-8	GR/SL	Fri,NS,NP					
		8-31	SBK/SCL	Fri,SS,SP,SEXP					"
		31-47	ABK/SC	Fi,S,P,SEXP		47"			
	"	0-6	GR/SL	Fri,NS,NP					"
3		6-47	ABK/SC	Fi,S,P,SEXP		47"			
				Site LTAR					.25 GPD/FT^2

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	IIIg	IIIg
Site LTAR	0.25	0.25

Other Factors (.1946):
Soil Evaluation By: Jeremy Michael
Others Present:
Site Classification (.1948):
Site Evaluation By: Jeremy Michael
Others Present:

COMMENTS:

FILE #:

Landscape Position	Group	Texture	.1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
CV-Convex Slope		SICL-Silty Clay Loam	
T-Terrace		CL-Clay Loam	
FP-Flood Plain		SCL-Sandy Clay Loam	
	IV	SC-Sandy Clay	0.4 - 0.1
		SIC-Silty Clay	
		C-Clay	

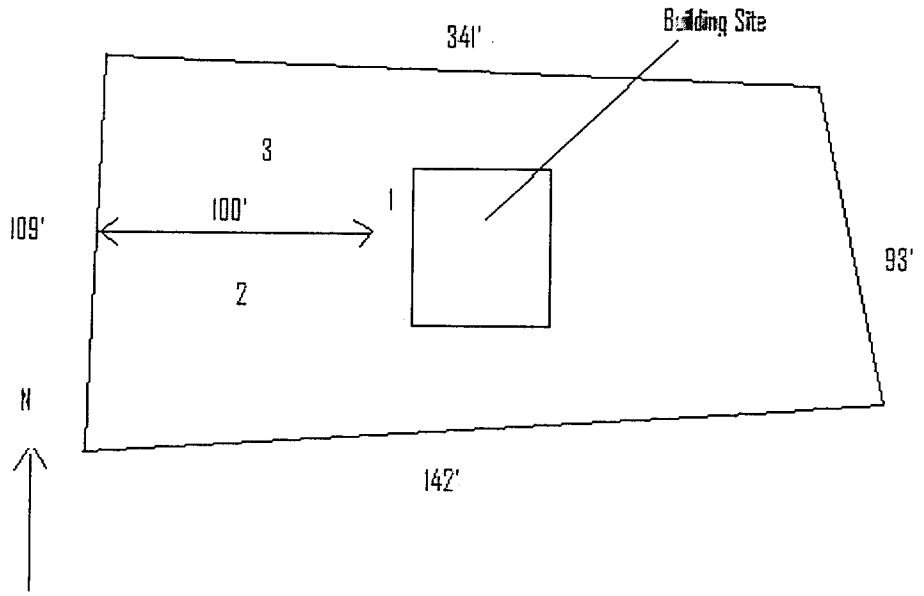
Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

Consistence
Moist
VFR-Very Friable
FR-Friable
FI-Firm
VFI-Very Firm
EFI-Extremely Firm

Consistence
Wet
NS-Non-Sticky
SS-Slightly Sticky
S-Sticky
VS-Very Sticky
NP-Non-Plastic
SP-Slightly Plastic
P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



[redacted]

Memo

To: File

From: Jeremy Michael

CC: Kelly Randall

Date: **4/22/08**

Re: File# 445B

File # 445B hooked to city sewer. No septic permit is required. No well permit is required. The property hooked to city water.

FEE: Transfer
DATE: from 11/12/97

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

[ ] CRT

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

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

FILE #: 4458

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231/062-32

STREET ADDRESS: 2528 Walker Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 32

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2000

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

CLOSING DATE 6-30-98

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)
___ SHARED WELL (S)
✓ 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 ✓ 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: Thomas Jerry S + Lisa R
(LAST) (FIRST) (MI)

ADDRESS: 8020 Andover Creek II 1218

CITY: Charlotte STATE: NC ZIP: 28210

DAYTIME PHONE: (704) 554-8370

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

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: [signature] DATE: 5-26-98

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

FEE: 100.00 CK# 1494

DATE: 1/12/98

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

1 CRT

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

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

FILE #: 4458

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231/002-32

STREET ADDRESS: 2528 Walker Road

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 32

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1945

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 2/15/98 (Approx.)

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: Harry James Mi Cynthia J.
(LAST) (FIRST) (MI)

ADDRESS: 5325 Split Oak Dr.

CITY: Charlotte STATE: NC ZIP 28204

DAYTIME PHONE: ( ) 348-2992 x348

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

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: James M. Harry DATE: 1/8/98

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

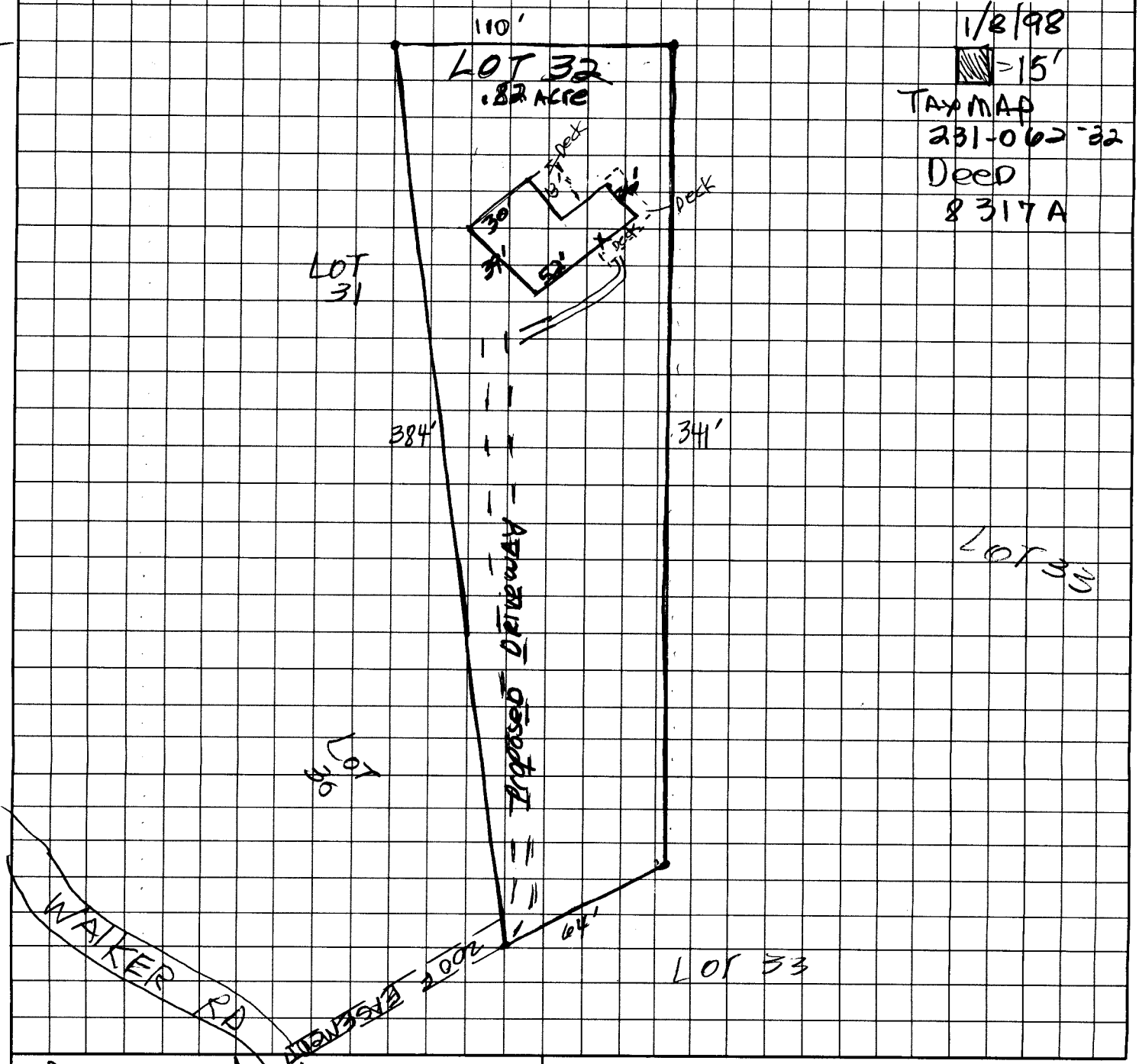
PROPOSED PLOT PLAN

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

FILE: 445B

TC: 231-062-32

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.



James M. Harvey

OWNER/AGENT SIGNATURE

DATE 1/8/98

APPROVAL DATE _____

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

FEE: 100.00 Check 1114
DATE: 1/12/98 EC

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM 400

#1 ( ) CRT

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

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

COPY

FILE #: 4458

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231/002-32

STREET ADDRESS: 2528 Walker Road

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 32

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1945

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 2/15/98 (Approx.)

FOUNDATION FOR RESIDENCE:

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

Lot rechecked 1-30-98
no change in status of report. N.R.M 1-30-98

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

PROPERTY OWNER:

NAME: Harry James M. & Cynthia J.
(LAST) (FIRST) (MI)

ADDRESS: 5325 Split Oak Dr.

CITY: Charlotte STATE: NC ZIP 28204

DAYTIME PHONE: ( ) 348-2992 x348

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

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: James M. Harry DATE: 1/8/98

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number 445 B

Tax Number: 231-062-32

- 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	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
13 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
X Serviced by private well	1506 Gallon septic tank	300 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	___ Gallon pump tank	12" Depth of stone	
Any surface waters present:	Type:	Minimum separation distance:	
Site modifications required:			
Additional Conditions: (1) DESIGN IS FOR 3 BEDROOM RESIDENCE, 400 FEET OF DRAINFIELD. (2) INSTALL DRAINLINES SHALLOW @ 4" AND ON CONTOUR (3) LOCATE SEPTIC TANK SYSTEM 100' FROM ALL EXISTING OR PROPOSED WELLS.			
Repair Area System Type Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X 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)	04" Maximum Trench Depth
For existing system, enter the year originally installed:			

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

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department
- This Improvement permit is transferable.

DEHNR Authorized Agent Date

X 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

PROPOSED PLOT PLAN

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

FILE: 445 B

TC: 231-063-37

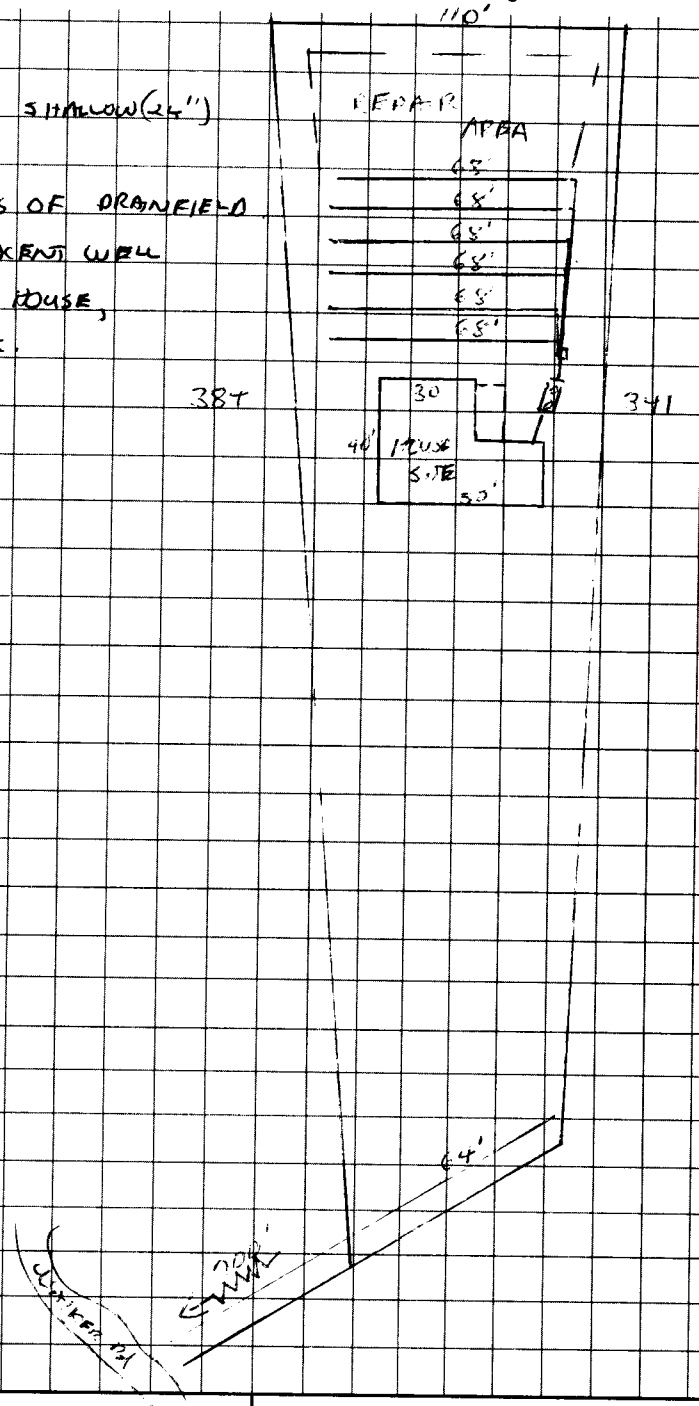
Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

SCALE 1" = 60'

(1) INSTALL DRAINLINES SHALLOW (24") AND ON CONTOUR

(2) LOCATE ALL PORTIONS OF DRAINFIELD 100' FROM ANY ADJACENT WELL

(3) DESIGN IS FOR 3 BRM HOUSE, 6 LINES @ 67' LONG W/ 1500 GAL TANK



APPROVAL DATE 2-13-98 Darth

OWNER/AGENT SIGNATURE

DATE

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

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

DATE: 2-13-98 PERMIT NO: 445 B
PARCEL NO: 231-062-32

JOB LOCATION ADDRESS: 2528 WALKER ROAD
PROPERTY OWNER: JAMES & CYNTHIA HARRY
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 2-13-98
DENR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 445 B, 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.

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

06/15/92 Coca #50

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

445B1831A

[] CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Nal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

PERSON FILING APPLICATION:

NAME: FINCHER (last) JOE (first) V. Admn (mi)

ADDRESS: 1302 CUTHBERTSON Rd PHONE: (__) 845 2393

CITY: WAXHAW STATE: N.C. ZIPCODE: 28173

Date:

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 231-062-32

STREET ADDRESS: WALKER & Wedgington Road

ZONING:

PROPERTY OWNER: ESTATE

NAME: PROPERTY OF JOYCE M. FINCHER (last) (first) (mi)

ADDRESS: AS ABOVE PHONE: (__) _____

CITY: STATE: ZIPCODE:

SUBDIVISION OR MOBILE HOME PARK NAME:

Township (check one):
[X] 0 Mecklenburg County [] 2 Davidson [] 4 Pineville [] 6 Huntersville
[] 1 Charlotte [] 3 Cornelius [] 5 Matthews [] 7 Mint Hill

TYPE APPLICATION (check one):

LOT NUMBER: LOT SIZE (in acres): .832

[X] SOIL TEST - INDIVIDUAL LOT (D)
[] NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
[] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[] COMMERCIAL OR INDUSTRIAL (N)
[] SOIL TEST DEVELOPMENT (P)
[] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[] MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
[] REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
[] SINGLE MOBILE HOME (S) [X] HOUSE (H) [] MULTIPLE FAMILY (U)
[] DOUBLE WIDE (D) [] MODULAR HOME (M) [] OTHER _____ (O)

NUMBER BEDROOMS: NUMBER OCCUPANTS:

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[] Community (C) [] Shared Well (S)
[] Municipal (M) [] Other 'spring' (O)
[] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
[] Swimming Pool [] Jacuzzi [] Stable/Barn [] Workshop [] None
[] Garage [] Storage Building [] Deck/Patio [] Bedrooms [] Other

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: Power of Attorney Date: 6-15-92

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

...No work shall be conducted on the septic tank system until an installation, Construction, Alteration and/or Repair approval is granted by this Department.

...This permit is not transferable.

...

[] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Environmentalist Date

Director or Authorized Section Head Date

WWATER : 122791

PROPOSED PLOT PLAN

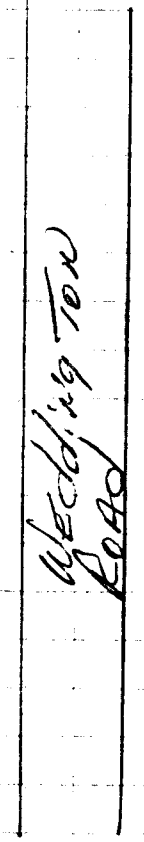
Case 9/30 OC

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

FILE: 445B/831A

TC: _____

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.



Pond

APPROVAL DATE _____

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 12703

File: 445 B/93 MB Action 1

Parcel: 231-062-32 ☐ PC

Location: off Walker Road

Subdivision:

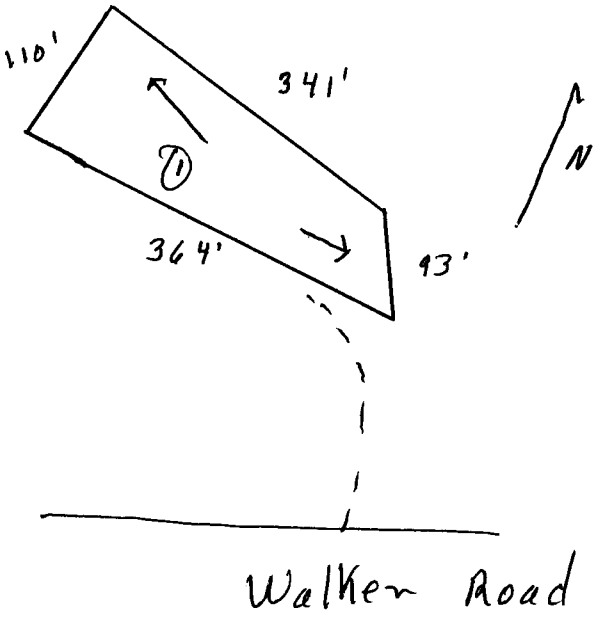
Lot: Block: Acres: .83

Owner: Joe N. Fincher, Admin.
Address: 1302 Cuthbertson Road
Waxhaw, N.C. 28173

Comments:

Described by: William A. Marlin

Date: 6-30-92



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

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 2-8%	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S (PS) U Slightly Expansive clay	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S (PS) U Sub L Blocky	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S (PS) U >40" to water	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S (PS) U 40"+	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U >40"	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S (PS) U limited	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	W Appling-Lilla					
Area Classification	S (PS) U	S PS U	S PS U	S PS U	S PS U	S PS U

Mecklenburg County

Health Department

June 30, 1992

Betty S. Snow, R.N., M.A.
Health Director

Mr. Joe N. Fincher
1302 Cuthbertson Road
Charlotte, NC 28173

RE: Property located off Walker Road
FILE: 8317A/445B
PARCEL: 231-062-32

Dear Mr. Fincher:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as PROVISIONALLY SUITABLE for such an installation. A copy of the Site Evaluation Report (Serial Number 12703) is enclosed for your information.

While this classification indicates the site is acceptable for the installation of a septic tank system, no specific system or plans have been approved. The area available for such an installation may impose limitations on the size and/or type construction permitted on the lot. Our review process begins upon receipt of an Application for an Improvement Permit accompanied by a plot plan drawn to scale with accurate dimensions indicated detailing the location of existing well or type sewage disposal systems (if applicable), setbacks, and utility easements. Proposed buildings, etc. must be drawn on the plot plan to allow sufficient remaining space for the sewage disposal system and well. The well should be located 100 feet from any part of any sewage disposal system (including those located on adjacent properties).

Please note that this classification may be changed if any filling, grading or construction (including the drilling of a well) is performed on the lot which without prior approval from this Department. Current regulations in effect are "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal: 15A NCAC 18A .1900, August, 1991". Changes in regulations may impact future approvals on this lot.

If there are any questions concerning this matter, please contact Bill Marlin at 336-5574.

Sincerely,

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

Enclosure

COMMENTS:

FILE #:

Landscape Position	Group	Texture	.1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
CV-Convex Slope		SICL-Silty Clay Loam	
T-Terrace		CL-Clay Loam	
FP-Flood Plain		SCL-Sandy Clay Loam	
	IV	SC-Sandy Clay	0.4 - 0.1
		SIC-Silty Clay	
		C-Clay	

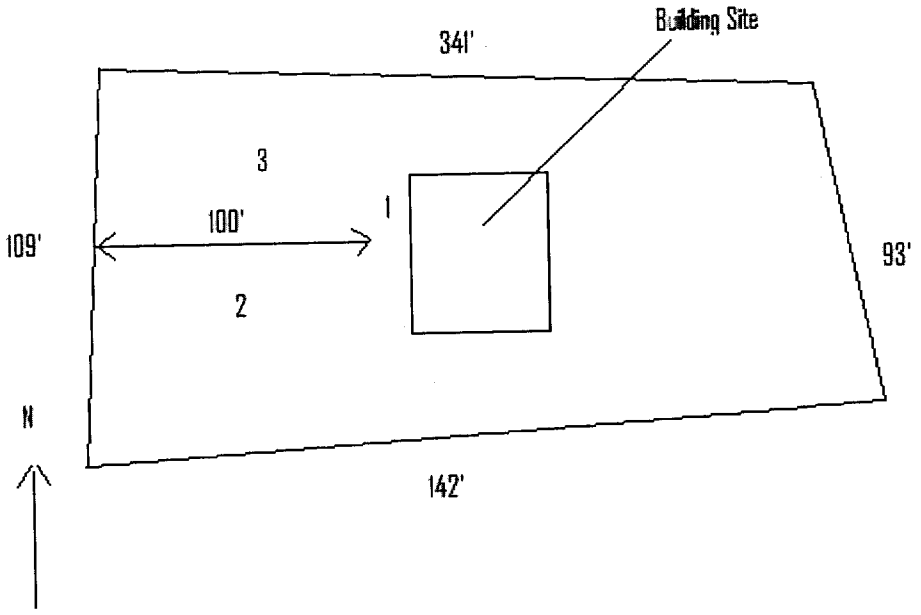
Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

Consistence
Moist
VFR-Very Friable
FR-Friable
FI-Firm
VFI-Very Firm
EFI-Extremely Firm

Consistence
Wet
NS-Non-Sticky
SS-Slightly Sticky
S-Sticky
VS-Very Sticky
NP-Non-Plastic
SP-Slightly Plastic
P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



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 reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide soil treatment.

(b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer in its present condition, or (v) terminating this contract, in which case all earnest monies shall be provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), der this contract.

PTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED PROVISION IS OTHERWISE MADE IN WRITING. JH CH 1/8/98

Buyer or Buyer's representatives for the purposes of appraisal, inspection, ior to closing.

parties agree to execute any and all documents and papers 1998, at a place designated by Buyer.

In the event possession is NOT to be delivered at closing agreement is attached.

AND ATTACH HERETO. SEE LIST OF

JH CH 1/8/98

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. If Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the proceeds of insurance on account of the damage or destruction applicable to the Property being purchased.

18. **ASSIGNMENT:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall

inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and ral and the masculine includes the feminine and neuter genders, as appropriate.

by its nature and effect is required to be observed, kept or performed after the closing, it benefit of the parties hereto until fully observed, kept or performed.

the entire agreement of the parties and there are no representations, inducements or other additions or deletions hereto must be in writing and signed by all parties. Nothing contained or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement,

contract when signed by both Buyer and Seller. This contract is executed under seal in signed and the same instrument, with a signed original being retained by each party and each REALTOR® EAL" beside their signatures below.

OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR ULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

on-site personal examination of the Property prior to the making of this offer.

_____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____

_____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____
Date: _____

pt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Firm: The Casa Grande Real Estate Agency
By: Gina Perry

Agent/Firm/Phone: Gina Perry The Casa Grande Real Estate Agency 545-0898 ☒ Buyer's Agent ☐ Seller's (sub)agent
Acting as ☐ Dual Agent

Agent/Firm/Phone: Michael S. Moore Allen Tate Realtors 847-6402 ☐ Seller's (sub)agent
Acting as ☐ Dual Agent

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:

NA

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

JH CH 1/8/98

4. **PURCHASE PRICE:** The purchase price is $ 15,000 15,000 1/6/98 and shall be paid as follows:
(a) $ 200.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by The Casa Grande Real Estate Agency 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) $ NA, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ NA-per FBO, 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.
JH CH 1/8/98 11/6/98 Exc
(d) $ NA 14,800 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 14,800 BALANCE of the purchase price in cash at closing. FEB 2, 1998 1/6/98
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 Feb 15 1998, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other T.B.D. JH CH 1/8/98 loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: T.B.D. in the principal amount of T.B.D. for a term of NA year(s), at an interest rate not to exceed NA % per annum, with mortgage loan discount points not to exceed NA % 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: NA.
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 Placing a Modular home on the Property 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.
(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 $ NA per NA.
8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.
9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.
10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.
11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

maintaining such account and records associated therewith.

3. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 3 bedroom home, or _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

_____ This contract is contingent upon Buyer obtaining a written site evaluation that the soil is Standard footing for a modular Home. [illegible] shall be borne by Buyer. If the Property is not suitable for the proposed [illegible] this contract may be terminated and all earnest monies shall be refunded [illegible] or waive this condition in writing on or before midnight of _____.

X [illegible] Property is located in an area which the Secretary of [illegible] to purchase flood insurance in order to [illegible] financial institution or a loan insured or

[illegible] price or, at the option of [illegible] buyer. In the event this [illegible] the appraisal borne by the Buyer. [illegible] raisal shall be

7. NA **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not [illegible], Seller may terminate this contract and

8. NA **[illegible] PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession [illegible] month tenancies. Seller agrees to deliver to Buyer on or before _____ [illegible] and complete copies of all existing leases, rental agreements, outstanding tenant notices, written [illegible] oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants [illegible] made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. [illegible] be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. NA **COST OF REPAIR CONTINGENCY:** If the [illegible] of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $ _____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

Buyer: X _____ (SEAL) Date 1/2/98

Buyer: X _____ (SEAL) Date 1/2/98

Seller: _____ (SEAL) Date 1-6-98

Seller: _____ (SEAL) Date 1-6-98

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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 $ 15,000 and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Coldwell Banker Flowhouse Realtors 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) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 14,500, 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 N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % 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: N/A

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 single family residence purposes.

(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing 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

(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 $ 0 per _____.

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

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 June 30, 1998, at a place designated by Buyer. The deed is to be made to Jerry Sand Lisa K. Thomas.

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.)

- Addendum A
- Additional Provisions Addendum

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all 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 Jerry Thomas (SEAL) Seller _____ (SEAL)
SS/Tax ID# 415-31-8702 SS/Tax ID# _____

Buyer Lisa K Thomas (SEAL) Seller _____ (SEAL)
SS/Tax ID# 245-21-2630 SS/Tax ID# _____
Date: 5/19/98 Date: _____

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 5/19/98 Firm: Coldwell Banker Flowhouse Realtors
By: Sandra C. McDonald

Selling Agent/Firm/Phone: Michael Mann/Allen Tate ☒ Buyer's Agent ☒ Seller's (sub)agent Acting as ☐ Dual Agent

Listing Agent/Firm/Phone: Sandra McDonald/Coldwell Banker Flowhouse ☒ Seller's (sub)agent Acting as ☐ Dual Agent

DESCRIPTION OF AGENT DUTIES AND RELATIONSHIPS

Before you begin working with any real estate agent, you should know who the agent represents in the transaction. Every listing agreement, buyer agency agreement or other agreement for brokerage services in a real estate sales transaction in North Carolina must contain this "Description of Agent Duties and Relationships" *[N.C. Real Estate Commission Rule 21 NCAC 58A .0113(c), eff. 7/1/95]*. Real estate agents should carefully review this information with you prior to entering into any agency agreement.

AGENT'S DUTIES

When you contract with a real estate firm to act as your agent in a real estate transaction, the agent must help you obtain the best price and terms possible, whether you are the buyer or seller. The agent also owes you the duty to:

- Safeguard and account for any money handled for you
- Be loyal and follow reasonable and lawful instructions
- Act with reasonable skill, care and diligence
- Disclose to you any information which might influence your decision to buy or sell

Even if the agent does **not** represent you, the agent must still be fair and honest and disclose to you all "material facts" which the agent knows or reasonably should know. A fact is "material" if it relates to defects or other conditions affecting the property, or if it may influence your decision to buy or sell. *This does not require a seller's agent to disclose to the buyer the minimum amount the seller will accept, nor does it require a buyer's agent to disclose to the seller the maximum price the buyer will pay.*

AGENTS WORKING WITH SELLERS

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. The listing agreement should state what the seller will pay the listing firm for its services, and it may require the seller to pay the firm no matter who finds the buyer.

The listing firm may belong to a listing service to expose the seller's property to other agents who are members of the service. Some of those agents may be working with buyers as buyer's agents; others will be working with buyers but still representing the sellers' interests as an agent or "subagent." When the buyer's agents and seller's subagents desire to share in the commission the seller pays to the listing firm, the listing agent may share the commission with the seller's permission.

AGENTS WORKING WITH BUYERS

A buyer may contract with an agent or firm to represent him (as a **buyer's agent**) or may work with an agent or firm that represents the seller (as a **seller's agent or subagent**). All parties in the transaction should find out at the beginning who the agent working with the buyer represents.

If a buyer wants a buyer's agent to represent him in purchasing a property, the buyer should enter into a "buyer agency agreement" with the agent. The buyer agency agreement should state how the buyer's agent will be paid. **Unless some other arrangement is made which is satisfactory to the parties, the buyer's agent will be paid by the buyer.** Many buyer agency agreements will also obligate the buyer to pay the buyer's agent no matter who finds the property that the buyer purchases.

A buyer may decide to work with a firm that is acting as agent for the seller (a **seller's agent or subagent**). If a buyer does not enter into a buyer agency agreement with the firm that shows him properties, that firm and its agents will show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the seller (**not** the buyer) and must disclose that fact to the buyer.

A seller's agent or subagent must still treat the buyer fairly and honestly and disclose to the buyer all materials facts which the agent knows or reasonably should know. The seller's agent typically will be paid by the seller. **If the agent is acting as agent for the seller, the buyer should be careful not to give the agent any information that the buyer does not want the seller to know.**

DUAL AGENTS

A real estate agent or firm may represent more than one party in the same transaction only with the knowledge and consent of all parties for whom the agent acts. "Dual Agency" is most likely to occur when a buyer represented by a buyer's agent wants to purchase a property listed by that agent's firm. A dual agent must carefully explain to each party that the agent and the agent's firm are also acting for the other party.

In any dual agency situation, the agent must obtain a written agreement from the parties which fully describes the obligations of the agent and the agent's firm to each of them.

☒ **This firm represents both sellers and buyers. This means that it is possible that a buyer we represent will want to purchase a property owned by a seller we represent. When that occurs, the agent and firm listed above will act as dual agents if all parties agree.**