pd $250 7/6/10 JM 5342B JPM 4696

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

1. **SEPTIC / TYPE APPLICATION:** ☐ N/A ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. **WELL / TYPE APPLICATION:** ☐ N/A ☑ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. **JOB LOCATION INFORMATION:**
TAX PARCEL NUMBER: 01322126
STREET ADDRESS: 14201 Sarah Ann Stephens
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION NAME: Stillwell
LOT #: 2 LOT SIZE (acres): 3.4 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: 4500 - 4800
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 4
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

6. **IF PLANNING TO EXPAND OR ALTER THE EXISTING SEPTIC 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 ☑ PRIVATE WELL ☐ PUBLIC WELL ☐ SHARED WELL ☐ OTHER _____

7. **PROPOSED USE OF WELL:** ☐ N/A ☐ IRRIGATION ☑ POTABLE (DRINKING WATER) ☐ OTHER _____

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

☐ N/A ☐ 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
CHEMICAL/PETROLEUM STORAGE TANKS	☐ YES	☑ NO	KNOWN UNDERGROUND CONTAMINATION	☐ YES	☑ NO
WASTE STORAGE	☐ YES	☑ NO	GROUNDWATER USE RESTRICTIONS/VARIANCES	☐ YES	☑ NO

10. **WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?** _____ ☐ UNKNOWN

11. **WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?** July 27, 2010 ☐ N/A

12. **PROPERTY OWNER:**
NAME: John and Bertha Brutus
ADDRESS: 6 Hastings Dr
CITY: Ridge NY
STATE: ZIP: 11961
HOME PHONE:
WORK PHONE:
MOBILE PHONE:
FAX:

13. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:**
NAME: Chin Jung (Victor) and Pam Yang
ADDRESS: 18524 Rollingdale Lane
CITY: Davidson
STATE: ZIP: 28036
HOME PHONE: 704-895-7196
WORK PHONE:
MOBILE PHONE: 704-995-3800
FAX:

MECKLENBURG COUNTY – GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST. SUITE 211 CHARLOTTE, NC 28202, OFFICE: 704-336-5103, FAX: 704-336-5894
18335 Old Statesville, Suite K, Cornelius, NC
704-432-2520

Revised on: 7/1/08

14. SEPTIC SYSTEM PERMIT APPLICATION:

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 sixty (60) months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

_____ (Initial here for septic system applications)

15. WELL PERMIT APPLICATION:

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 twelve (12) months from the date of issuance.

_____ (Initial here for well applications)

16. APPLICATION SIGNATURE SECTION:

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. A proper signature is required in order to process your application. Please review the application carefully and sign in the space provided below.

Property Owner's or Owner's Legal Representative Signature

7-6-10
Date

OFFICE USE ONLY

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

SEPTIC APPLICATION FEES RECEIVED: $ 250.00 CHK DATE FEE RECEIVED: 7/6/10

WELL APPLICATION FEES RECEIVED: $ _____ DATE FEE RECEIVED: _____

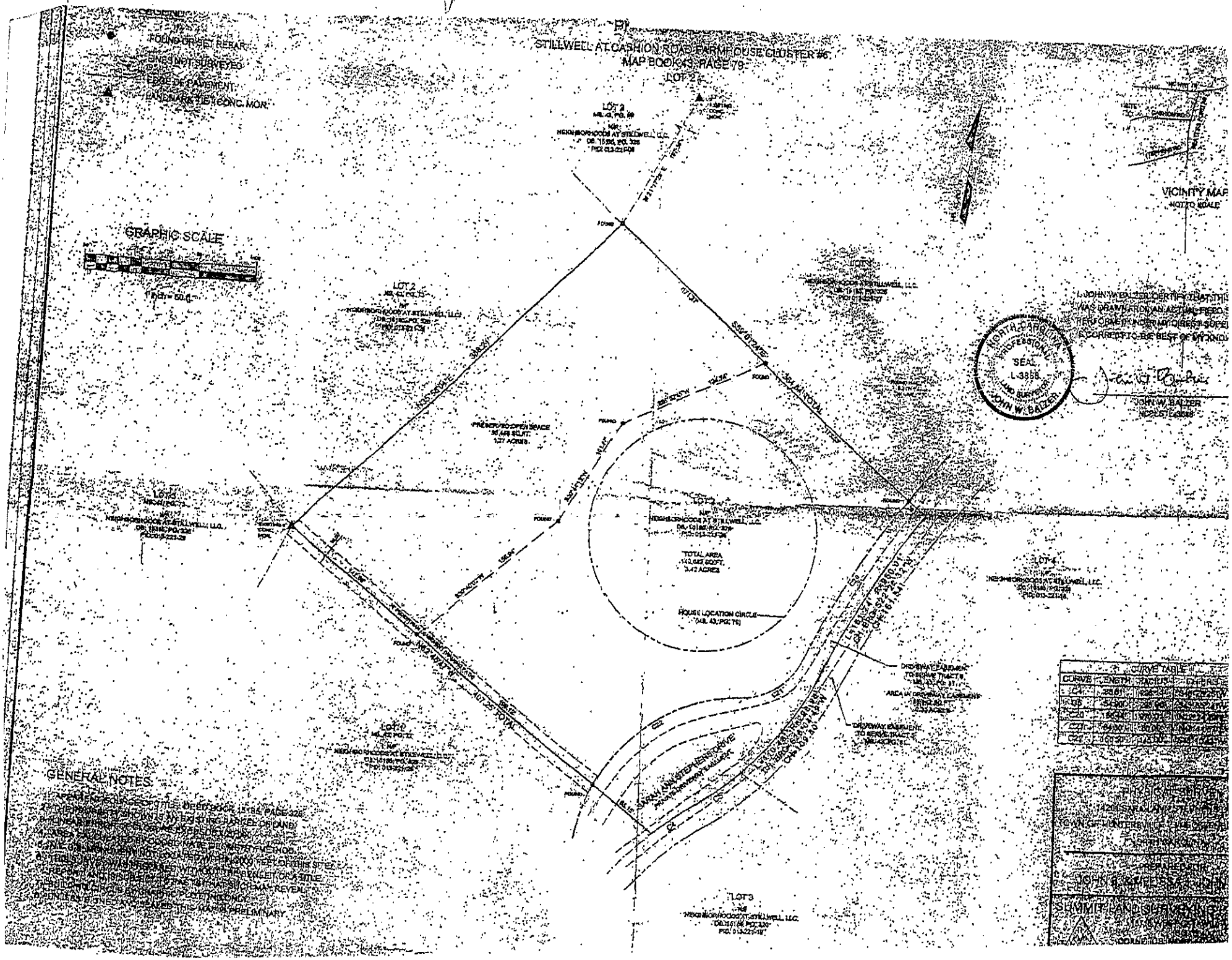
APPLICATION PROCESSED BY: JC

GWS FILE NUMBER ASSIGNED: 5342B

APPLICATION ID NUMBER ASSIGNED: 4696

COMMENTS:

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


STILLWELL AT CASHION ROAD FARMHOUSE CLUSTER #6
MAP BOOK 43, PAGE 79
LOT 2
GRAPHIC SCALE
VICINITY MAP
NOT TO SCALE
JOHN W. BALZER
SEAL
L-3858
LOT 2
LOT 3
LOT 4
TOTAL AREA
HOUSE LOCATION CIRCLE
PRESERVED OPEN SPACE
DRIVEWAY EASEMENT
SARAH ANN STEPHENS DRIVE
CASHION ROAD
GENERAL NOTES
CURVE TABLE

For the current survey, please contact Craig Long at 704-799-7620. It should be done the week of July 12.

Thank you,
Pam Yang

We would like to request that the septic system be placed outside of the building envelope if possible

Pam Yang

We are traveling out of the country 7-8-10 to 7-23-10. Our agent, Jennifer Ariens, can be contacted on our behalf at 704-995-6455.

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

Sheet: 1
Property ID: 013-221-26
Lot #: Lot 2, Pod 6
File #: 5342B
Code: 1

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Neighborhoods at Stillwell
Applicant: Ashley Rollans
Address: PO Box 99, Davidson, N. C. 28036
Date Evaluated: 08/21/2003
Proposed Facility: Residence
Design Flow (.1949): ~~420gpd~~ 600 gpd
Property Size: 3.46a
Location of Site: Off Cashion Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	1940 Landscape Position/ Slope%	Horizon Depth (IN:)	SOIL MORPHOLOGY 1941		OTHER 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	LS, 8	0-10	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1@37"	49	N/A	NONE	PS, IV
		10-49	SBK/ABK/CL	FR/SEXP/SS/SP					.3GPD/FT^2
2	"	0-6	GR/SCL	"	>46" TO SOIL WETNESS	46	"	"	US, IV
		6-33	SBK/C	FI/SEXP/S/P					.25GPD/FT^2
		33-49	M/SCL	FR/SEXP/SS/SP					
		STONE	LINE @ 46"						
3	"	0-4	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	PS, IV
		4-49	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
4	"	0-4	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		4-28	SBK/C	FI/SEXP/S/P					
		28-49	SBK/ABK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	III g	III g
Site LTAR	.3GPD/FT^2	.3GPD/FT

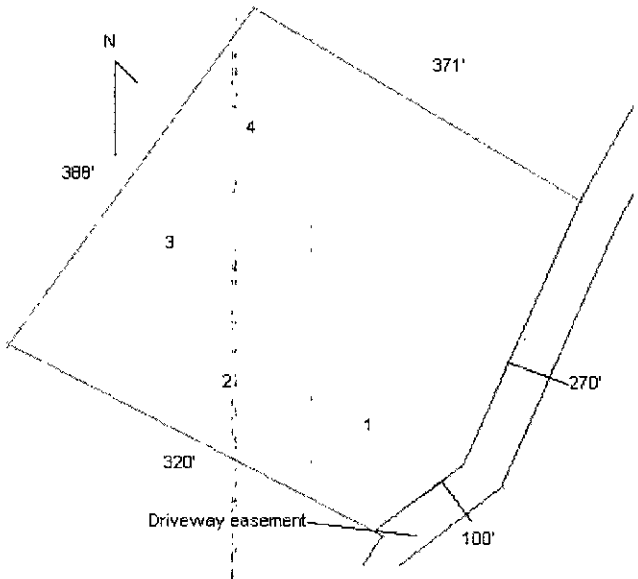
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W.R. Marlin, LSS, 8/25/2003, W. R. Marlin
Others Present: A. Rollans, J. Michelone

FILE # 5342B

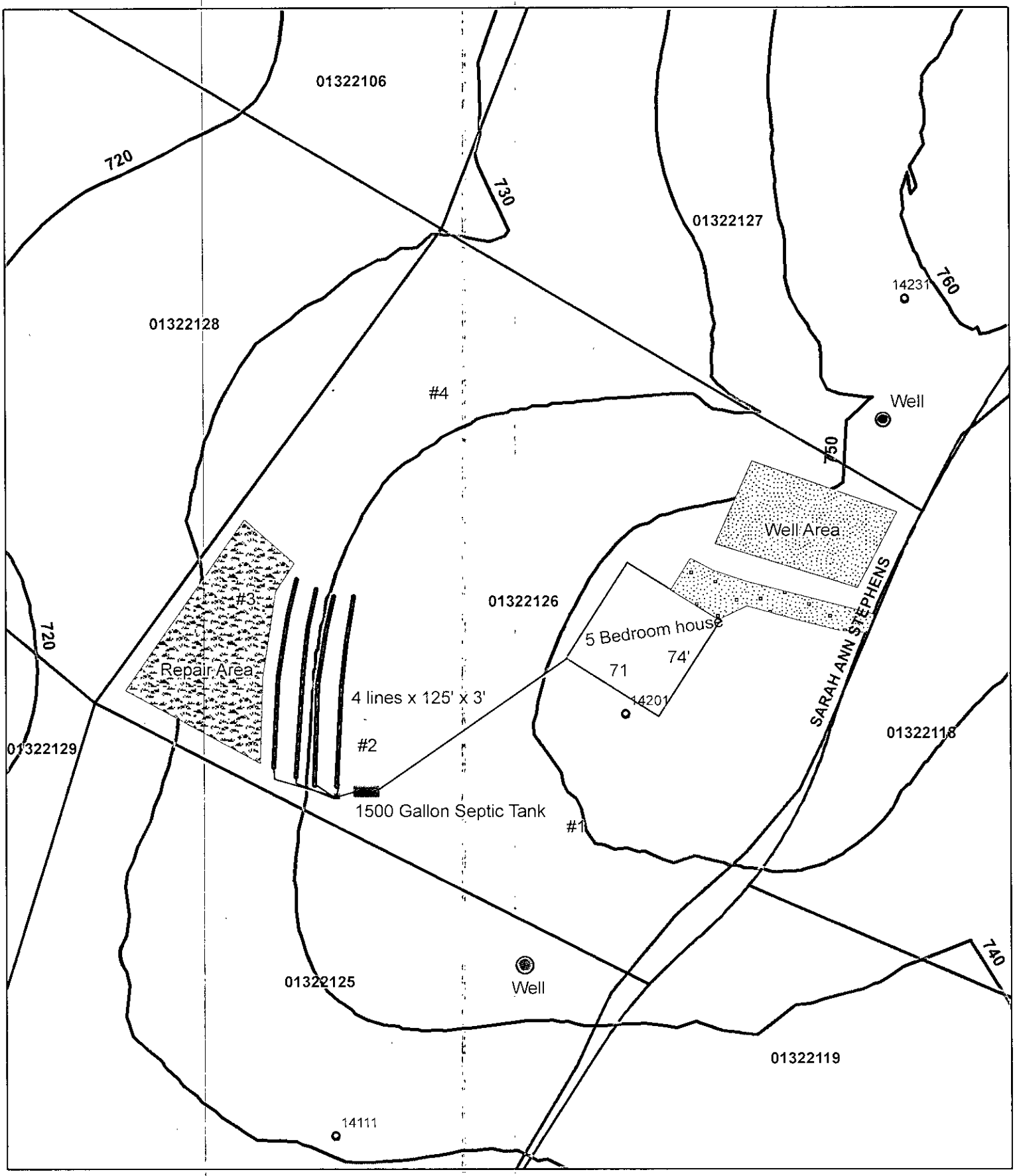
COMMENTS: 100% repair

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



IMPROVEMENT PERMIT
14201 Sarah Ann Stephens Drive
FILE # 5342 B



Jeremy Michelone, R.S.
July 16, 2010

Jeremy Mich. R.S. 7/16/10

0 45 90 180 Feet

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30004693** GWS File #: **5342B** Tax Parcel #: **013-221-26**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 7/16/2015

Type of Installation: Residential - New System Lot Number: 0

Structure Type: HOUSE Size (ft^2): 4800 # Bedrooms: 5 # Occupants: 4

Building Foundation: Crawl Space Water Supply: Private Well

II. Initial System Type: Approved **System Classification:** IIIg

Initial System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Distribution Box		

III. Repair System Type: Approved **System Classification:** IIIg

Repair System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Distribution Box		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michelone Owner/Legal Agent: _____
Print Name

Signature: Jeremy Michelone, R.S. Signature: _____

Date Issued: 7/16/2010

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

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- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michelone

Signature: Jeremy Michelone R.S.

Date Issued: 7/16/2010

Owner/Legal Agent: _____
Print Name

Signature: _____

FEE: N/A
DATE: 8/5/03 VC

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

LOT 1 CBT

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

Jeremy

FILE #: 5342-BS

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01322126

STREET ADDRESS:

SUBDIVISION OR MOBILE HOME PARK NAME: Stillwell

LOT NUMBER: 6-2

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
X 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
X 6 HUNTERSVILLE
__ 7 MINT HILL

HEATED SQUARE FOOTAGE: 4000 - 6000 SF

NUMBER OF BEDROOMS: 6 NUMBER OF OCCUPANTS:

CLOSING DATE Closed

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT
__ ON SLAB
X 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 X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ SHARED WELL (S)
__ MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
X 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	X YES __ NO
EXISTING WASTEWATER SYSTEMS	X YES __ NO	DESIGNATED WETLANDS	__ YES __ NO
EASEMENTS OR RIGHT-OF-WAYS	X YES __ NO		

PROPERTY OWNER:

NAME: (LAST) Jacobus (FIRST) Frank (MI) Neighborhoods of Stillwell, LLC.
ADDRESS: PO Box 99
CITY: Davidson STATE: NC ZIP: 28036
DAYTIME PHONE: 704 896-0556

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Rollans (FIRST) Samuel (MI) Ashley
DAYTIME PHONE: 704 202-7877 (m)
704 720-9405 (o)

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? May 2003

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: Samuel A Rollans DATE: 8/4/03

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: 5342B

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.

OWNER/AGENT SIGNATURE

DATE 8/4/03

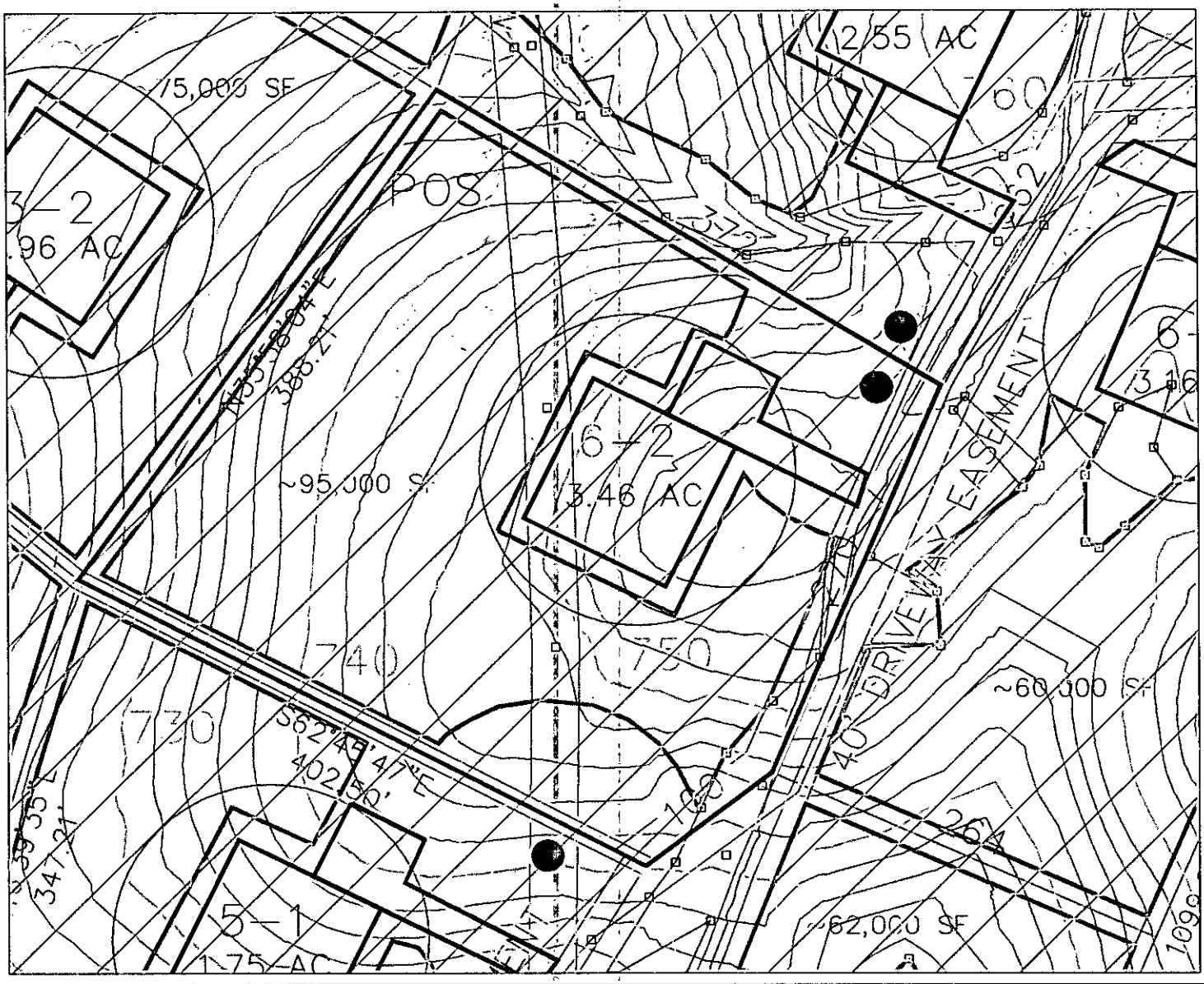
APPROVAL DATE _____

See Attached "Site Plans"

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy



LEGEND

- Areas contain soils with 24 inches or more of useable material and have potential for conventional and modified conventional septic systems.
- UN — Unsuitable areas.
- System lines.
- Repair lines.
- Temporary Bench Mark (TBM)
- Well Location.

GRAPHIC SCALE
1" = 100'

100 0 100 200

**SUITABLE FOR PRELIMINARY PLANNING PURPOSES ONLY. ALL LOTS WILL REQUIRE APPROVAL BY THE COUNTY HEALTH DEPARTMENT ON A LOT BY LOT BASIS. THIS MAP SHOULD BY USED AS A GENERAL GUIDE, SOME ADJUSTMENTS WILL BE NECESSARY IN THE FIELD DUE TO SOIL VARIABILITY AND TOPOGRAPHIC IRREGULARITIES.
THIS MAP ONLY REFLECTS EXISTING SOIL SUITABILITY FOR ON-SITE SEPTIC TANK SYSTEMS. SOME OTHER CONSIDERATIONS THAT AFFECT SITE SUITABILITY THAT SHOULD BE CONSIDERED IN DEVELOPMENT DESIGN ARE:

1) 10' SETBACK FROM PROPERTY LINE
2) 100' SETBACK FROM ANY WELL
3) 50' SETBACK FROM STREAMS, PONDS OR LAKES.

See accompanying S&EC report.

SHEET 1 OF 1

SHEET TITLE:
SITE PLANS & DRAINFIELD LAYOUTS

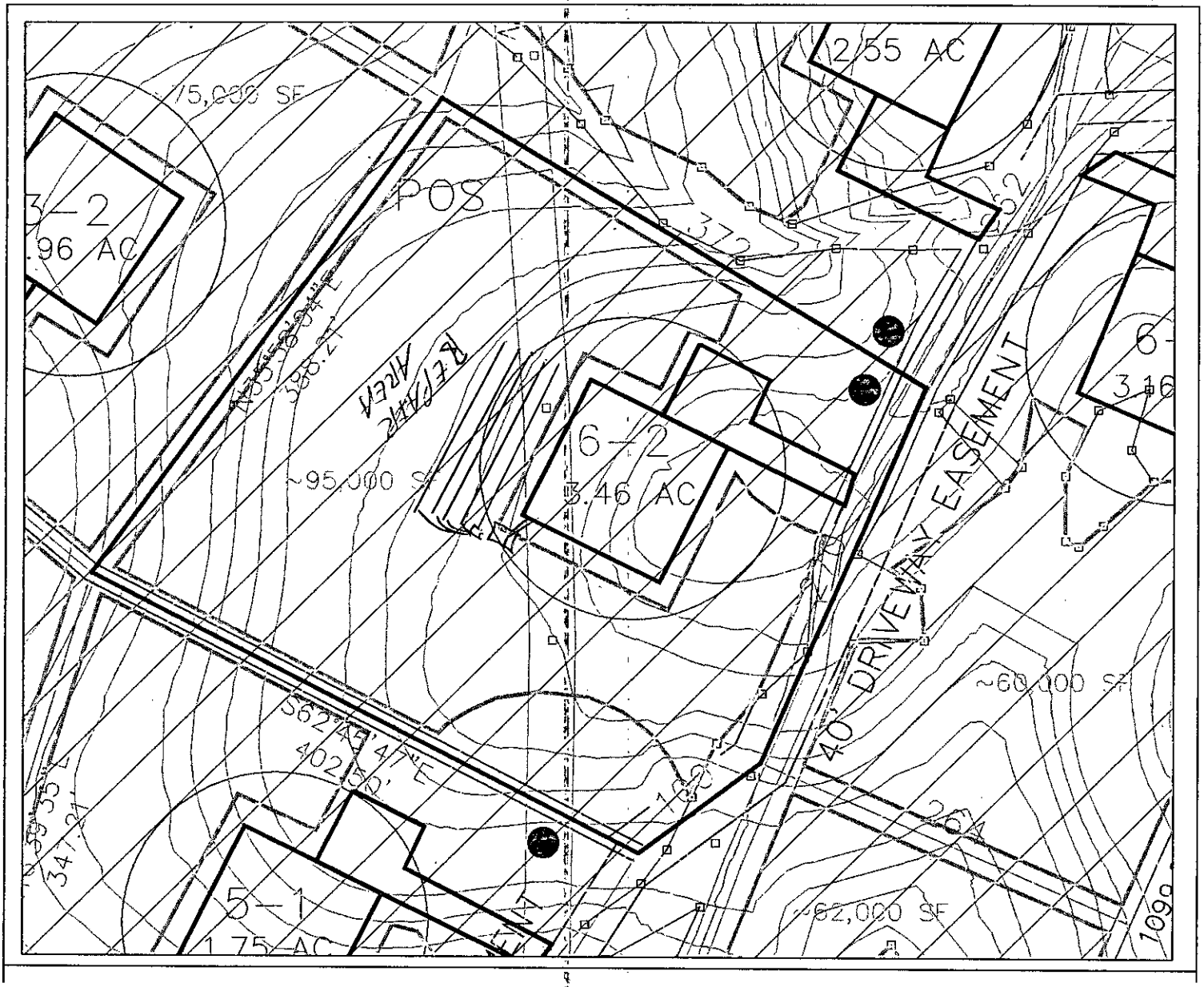
PROJECT NAME:
WILLIAM BREWSTER COMPANY, INC.
- CASHION ROAD LOT 6-2 -
MECK. COUNTY, NORTH CAROLINA
MAY 2003

S&EC
Soil & Environmental Consultants, PA
226 Lafferty Court, Suite C ▪ Concord, North Carolina 28025 ▪ Phone (704)786-9405 ▪ Fax (704) 786-9406

PROJECT NO.	05-1243
PROJECT MGR.	S.A.R.
DRAWN BY	S.A.R.
FIELD WORK	S.A.R., W.O. & B.K.
SCALE	1" = 100'
FILE	C:\SEC\JOBS\1243

5342B

013-221-26



→ 6 Bedroom House

→ 5 lines x 120' x 3

→ 600 TLF

→ Type IV-g Pressure system & Repair

A Blount 7/7/04

Jimmy Medlock R.S. 1/22/04

Permit Number: 53428

Tax Number: 003-224-26

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
0.5 Long-term acceptance rate	720 Max gallons/day wastewater flow	1800 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	600 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
6 Bedrooms in residence	___ Gallon pump tank	___ Depth of stone	
Any surface waters present: NO Type:		Minimum separation distance:	
Site modifications required:			
Additional Conditions: Agreement Forms			

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
1800 Absorption Area (Sq ft) 600 Total Trench Length (Ft)	___ 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 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.

Tommy Hicks RS 1/22/04

DEHNR Authorized Agent — Date

A. Blount 7/7/04

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

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

DATE: _____ PERMIT NO: 55428
PARCEL NO: 015-221-26

JOB LOCATION ADDRESS: _____
PROPERTY OWNER: _____
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: Neighborhoods at Stillwell
AUTHORIZATION ISSUED BY: Tammy Hinds R.S. DATE: 1/22/04
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 55428, 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: Agreement Terms

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.

A Blount 7/7/04
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE



14201 SARAH ANN STEPHENS DR

01322126

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 53423 WASPS App #: 4696

Primary ES assigned to project: OJ

Secondary ES assigned to project: _____

Project Type: New System ☑ Alteration ☐ Repair ☐ Modified Plot Plan ☐

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☑	No ☐	N/A ☑
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☑
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☑	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☑	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: 4 Were sufficient auger borings made? 3	Yes ☑	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR	Yes ☑	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a) .1945(b)	Proposed System Type stated-Initial	Yes ☑	No ☐	N/A ☐
	Proposed System Type stated-Repair	Yes ☑	No ☐	N/A ☐
130A-336 (a)(3)	System location identifiable by setbacks - Initial	Yes ☑	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown – Initial	Yes ☑	No ☐	N/A ☐
.1945(b)	Repair area shown	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☑	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☑	No ☐	N/A ☐

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench depth indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☑	No ☐	N/A ☐
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☐	No ☐	N/A ☐
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☐	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☐
Installation approval issued	Yes ☐	No ☐	N/A ☐
Operation permit issued	Yes ☐	No ☐	N/A ☐
Other related documentation	Yes ☐	No ☐	N/A ☐

Items requiring correction/modification: _____

Comments:

_____

_____

_____

_____

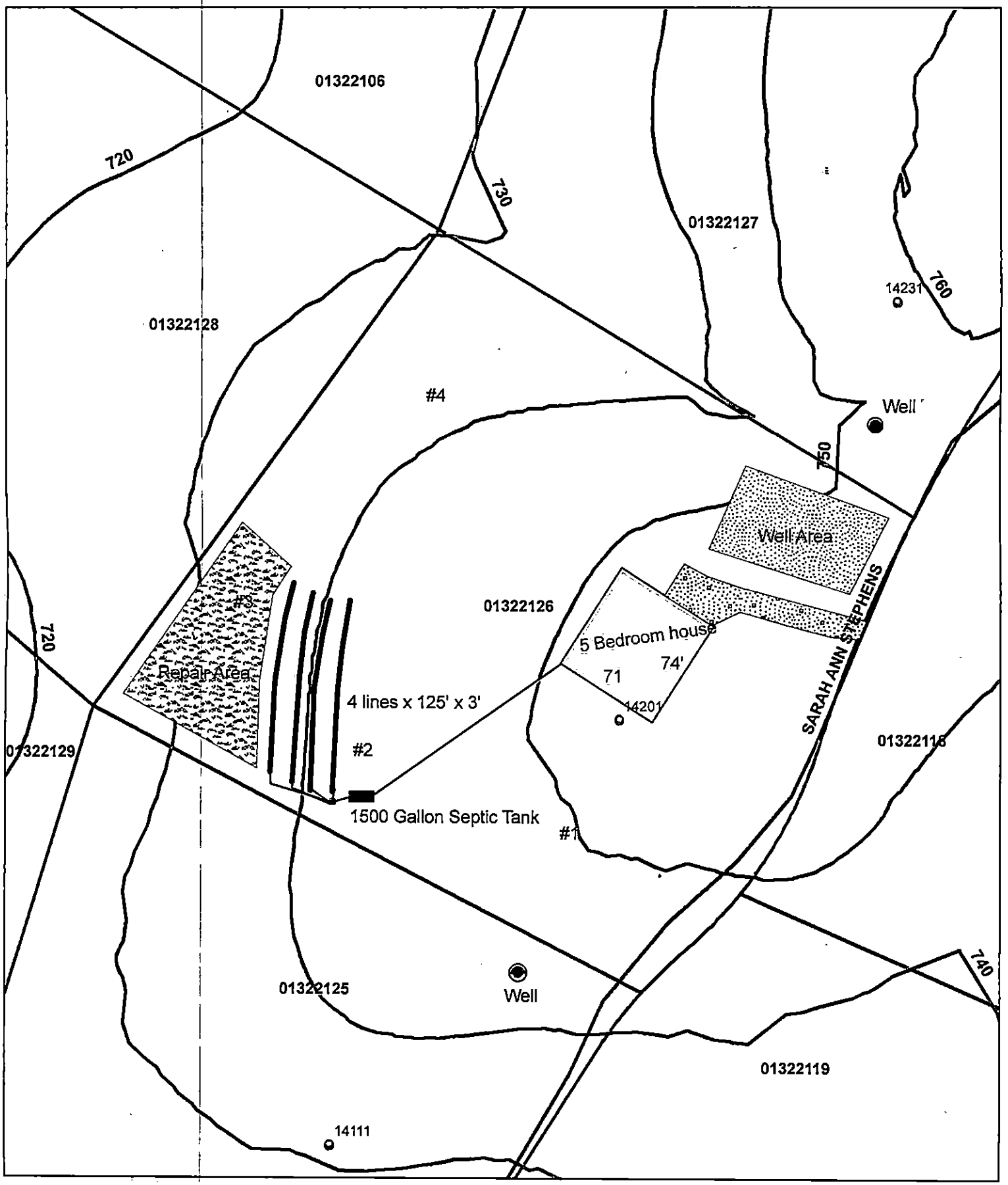
_____

IA issued date: _____

OP issued date: _____

Review performed by: JR Date performed: 7-2010

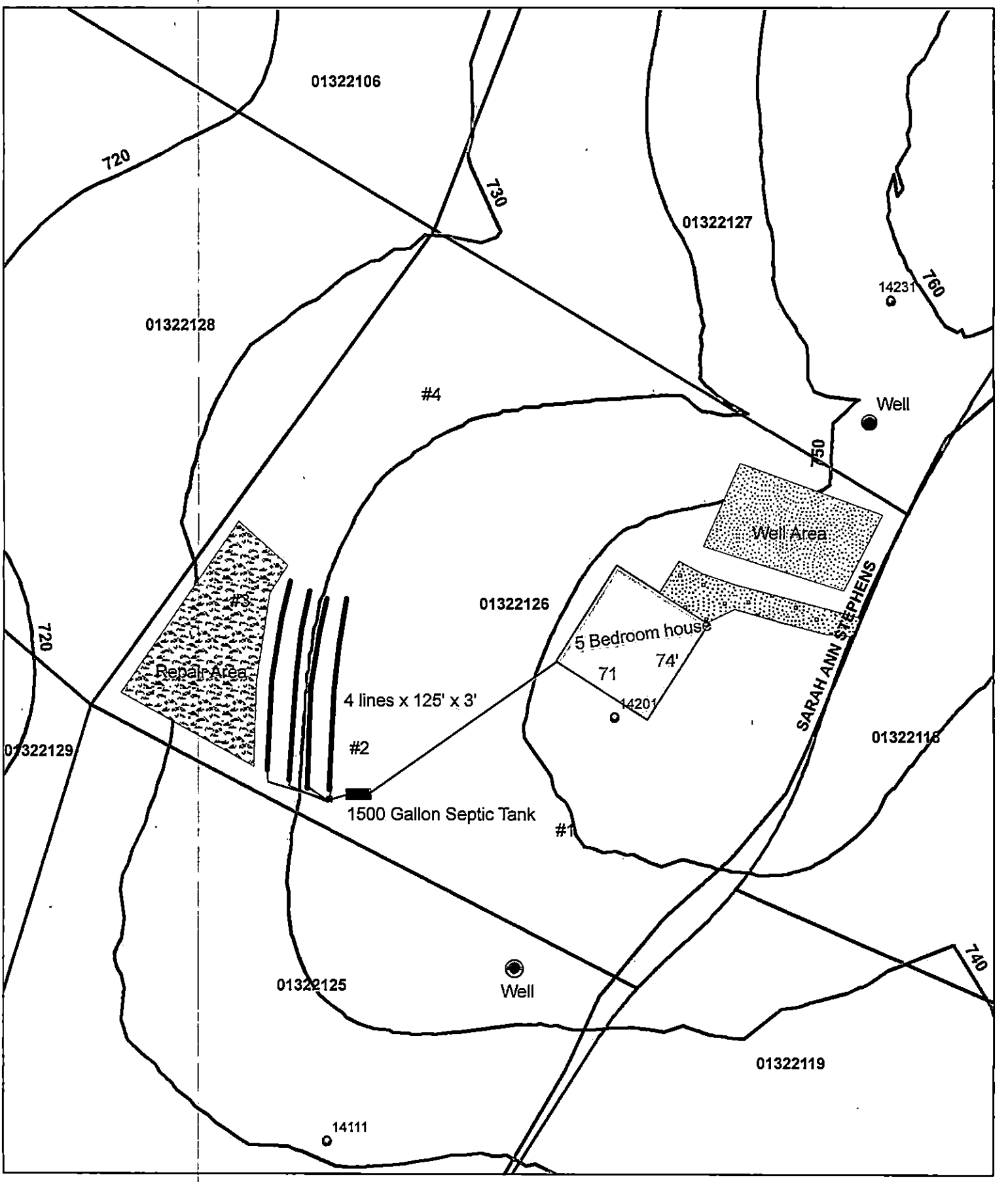
IMPROVEMENT PERMIT
14201 Sarah Ann Stephens Drive
FILE # 5342 B



Jeremy Michelone, R.S.
July 16, 2010

0 45 90 180 Feet

IMPROVEMENT PERMIT
14201 Sarah Ann Stephens Drive
FILE # 5342 B



Jeremy Michelone, R.S.
July 16, 2010

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

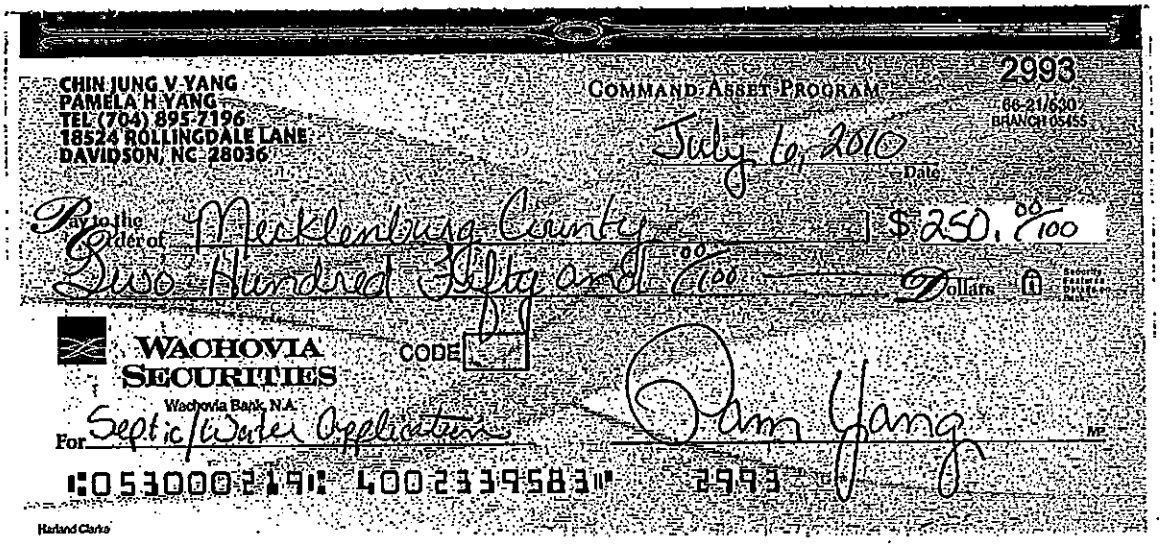
Receipt Information

Date:	07/06/10	**Amount:**	250.00
Receipt #:	68479	**Tendered:**	250.00
Check / Auth #:	CHECK 2993	**Returned:**	250.00
Received By:	MULLIVR		

Account Information

Account #: 200000
Contractor: yang chin j
Attn:
Address: 18524 rollingdale ln
Address:
City/State/Zip: davidson, nc 28036

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen PN 01322126/14201 SARAH ANN STEPHENS		1	250.00	250.00



Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
	7.21				

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
(Consult "Guidelines" (form 12G) for guidance in completing this form)

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

Pam Yang and Chin Jung (Victor) Yang, as Buyer, hereby offers to purchase and John Brutus and Berthe Brutus, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. **REAL PROPERTY:** Located in Mecklenburg County, State of North Carolina, being known as and more particularly described as:
Address: Street 14201 Sarah Ann Stephens Zip 28078-3964
City: Huntersville, NC
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description: L2-M43-79
Subdivision Name: Hillwell
Plat Reference: Lot L2-M43-79 Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____. (Property acquired by Seller in Deed Book 21342 at Page 495).
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **PURCHASE PRICE:** The purchase price is $ ~~162,500~~ #185,000 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:
(a) $ 1625, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Best Choice Realtors ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. 93A-12.

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

Buyer Initials PJY CJY Seller Initials JMB

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

(b) $ _____ (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, **TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.**

(c) $ 500.00 OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ _____ **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.

(e) $ _____ **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.

(f) $ 182,875.00 **BALANCE** of the purchase price in cash at Closing.

3. **LOAN CONDITION:**

(a) Loan. Buyer's performance is contingent upon Buyer's ability to obtain a ☐ Conventional ☐ Other N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % and with loan origination fee not to exceed N/A % of the loan amount ("Loan").

(b) Loan Obligations: The Buyer agrees to:

(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within N/A days after the Effective Date;

(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan. If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. Buyer further agrees to:

(iii) Pursue qualification for and approval of the Loan diligently and in good faith;

(iv) Continually and promptly provide requested documentation to lender.

(c) Buyer's Right to Terminate. If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within N/A days after the Effective Date (or any agreed-upon written extension of this deadline) ***TIME BEING OF THE ESSENCE***. Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

4. **FLOOD HAZARD DISCLOSURE/CONDITION** (Choose ONE of the following alternatives):

☐ To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

☒ To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

5. **OTHER CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for a 4000 sq ft single family residential home purposes.

Buyer initials _____ _____ Seller initials TMB _____

© 7/2008

(b) 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.

(c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 3.

If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before July 6, 2010.

(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 and insurable 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: NOTE:** For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (insert "None" or the identification of such assessments, if any): None

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 $ 1160.00 per year. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

8. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. Seller shall pay at Closing $ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, 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. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

10. **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.

Buyer Initials BJ BJ Seller Initials JMS

11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before July 28, 2010 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Pan Yang and Chia Jung (Peter) Yang

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY INSPECTION AND REPAIR: (Choose ONLY ONE of the following Alternatives):

☐ ALTERNATIVE 1:

(a) Soil, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied. *TIME BEING OF THE ESSENCE.*

(b) Septic/Sewer System (check only ONE):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied. *TIME BEING OF THE ESSENCE.*

☐ This Contract is contingent upon ☐ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other _____ _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event, Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

(c) Water (check only ONE):

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community water system or ☐ shared private well.

☐ Buyer has investigated the costs and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby approves and accepts said Construction Permit.

☐ Seller represents that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. With respect to wells installed after July 1, 2008, Buyer acknowledges receipt of the County Health Department's Certificate of Completion attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at

Buyer initials PY CJY Seller initials

Buyer's expense, inspection(s) to determine the condition of the well. If the well is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied; *TIME BEING OF THE ESSENCE.*

☐ This Contract is contingent upon ☐ Buyer ☐ Seller ("Responsible Party") obtaining a Construction Permit from the County Health Department ("County") for a private drinking water well. All costs and expenses of obtaining such Permit, including but not limited to any required survey, shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use best efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

(d) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☒ ALTERNATIVE 2: *(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on July 7, 20 10, *TIME BEING OF THE ESSENCE* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *TIME BEING OF THE ESSENCE*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 3, 4 or 5 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof, but Buyer shall not be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

☒ Additional Provisions Addendum (Form 2A11-T)
☐ Back-Up Contract Addendum (Form 2A1-T)
☐ Contingent Sale Addendum (Form 2A2-T)
☐ FHA/VA Financing Addendum (Form 2A4-T)
☐ Loan Assumption Addendum (Form 2A6-T)
☒ Owners' Association Disclosure And Addendum (Form 2A12-T)
☐ Seller Financing Addendum (Form 2A5-T)
☐ OTHER: _____

Buyer initials BG LG Seller Initials TMA JR

16. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

17. **ASSIGNMENT:** 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.

18. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, as are local to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply, Seller should seek advice concerning the creation of the Option Fee.)

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 provisions 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. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party hereto may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by mailing or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: June 28, 2010
Buyer _____ (SEAL)

Date: June 28, 2010
Buyer _____ (SEAL)

Date: June 28, 2010
Seller _____ (SEAL)

Date: 06/28/10
Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 18524 Rossingdale Ln, Davidson NC 28036
Buyer Fax#: 704/845-7196
Buyer E-mail Address: Pamjang@bellsouth.net

SELLER NOTICE ADDRESS:

Mailing Address:
Seller Fax#:
Seller E-mail Address:

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Jennifer W. Arens
License #: 252460
Firm Name: Best Choice Realtors
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Mailing Address: 18717 Maplecroft Ln. Ln. Davidson NC 28036
Selling Agent Fax#: 631/775-4458
Selling Agent E-mail Address: Warens@bellsouth.net
Selling Agent Phone#: 704/995-4455

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent:
License #:
Firm Name:
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent
Mailing Address:
Listing Agent fax#:
Listing Agent E-mail Address:
Listing Agent Phone#:

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 6/28/10

Firm: Best Choice Realtors

By: _____ (Signature)