

15224 MILLVIEW TRACE LN

13915210

6/22/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

Service Request/ Work Order

Log No:_____ Section:_____ Hazard? ( )Yes ( )No

Date: 7-8-05 Parcel: 139-152-10

Requesting Person: Melinda Phone: 65545

Address:_____

Property Concerned: Facility Name: Julia Iglesias

Address: 15224 Millview Trace City: Charlotte Zip:_____

Service Requested: ck septic tank & well to proposed location of pool

Assigned To: DRLN **Taken By:**_____

Date	Activity Report
	FILE # 7031A
7/12/05	- CONDUCTED SITE VISIT TO PROPERTY
	- RETAINING WALL WAS CONSTRUCTED IN REAR YARD & POOL LOCATION MARKED AS INDICATED ON THE INCLUDED PLOT PLAN.
	- APPROVAL GRANTED TO CONSTRUCT SWIMMING POOL AS SHOWN ON PLAN.

NOTIFICATION OF FINAL DISPOSTION TO REQUESTING PERSON:

[signature] RSI / 7/12/05 WRITTEN___ VERBAL ✓

Environmentalists Signature Date

Reviewed By:_____ / _____ Recall date_____

Section Head's Signature Date

2:57 PM

F-81

Mecklenburg County Health Department

APPLICATION FOR RESIDENTIAL POOL CONSTRUCTION APPROVAL

Street Address of Pool Installation: ✓ 15224 Millview Trace Lane

City: Charlotte State: N.C. Zip: 28227

Subdivision: Connell Mill Lot Number: 33

Parcel # 13915210

Owner: Julio Iglesias Home Phone: 704-363-2210

Mailing Address: 15224 Millview Trace Ln. Work Phone: 704-545-0030

Contractor: ✓ Anthony + Sylvan Pools Phone: 704-525-1100

Contractor's Mailing Address: 8334-A Arrowridge Blvd.

City: Charlotte State: NC Zip: 28273

Type water supply: [✓] Municipal water [ ] Community water supply [ ] Private well

Type sewage disposal: [ ] Municipal sewer [ ] Community sewer [✓] Septic tank system

Are any wells or septic tank systems located within 200 feet of the proposed pool location? [✓] Yes [ ] No

Attach a scale drawing showing the proposed location of the pool and any buildings, wells, or septic tank systems within 100 feet of the proposed pool. Show the location of the fence that will protect the pool; indicate size off openings

I Wendy Ferguson, ~~(owner of the property)~~ (agent for the owner of the property) on which the pool is to be installed, acknowledge completion of this application and the scale drawing detailing the pool installation and certify the application is complete and accurate. I hereby authorize agents of the Mecklenburg County Health Department to enter onto the property listed above as the "Street Address of Pool Installation" for the processing of this request and to conduct a final inspection of the pool when construction is completed, as evidenced by its ability to hold water. I understand that the pool must be protected by a fence or similar barrier and that all openings through the barrier must be equipped with self-closing, positive latching gates. If signing as the agent for the owner, I have informed the owner of these requirements.

Signed: Wendy Ferguson 704-877-3133

Date/Title: permit agent July 5, '05

By signing in this block, the contractor authorizes the processing fee for this request to be charged to the Building Standards Contractor Account

This area for MCHD use only:

Amount Paid: $ 75.00 [ ] Cash [ ] Check No. ____ Date: 7-8-05 By: mnb

[✓] Contractor Charge: X34544

Request No.: 1987 Parcel: ____ Territory: ____ EHS: DREW / TREVOR

Approved by: TREVOR THOMASON Date 7/12/05 CRT: ____

Disapproved by: ____ Date ____ Notify Date: ____

Final/Fencing Inspection By: ____ Date: ____

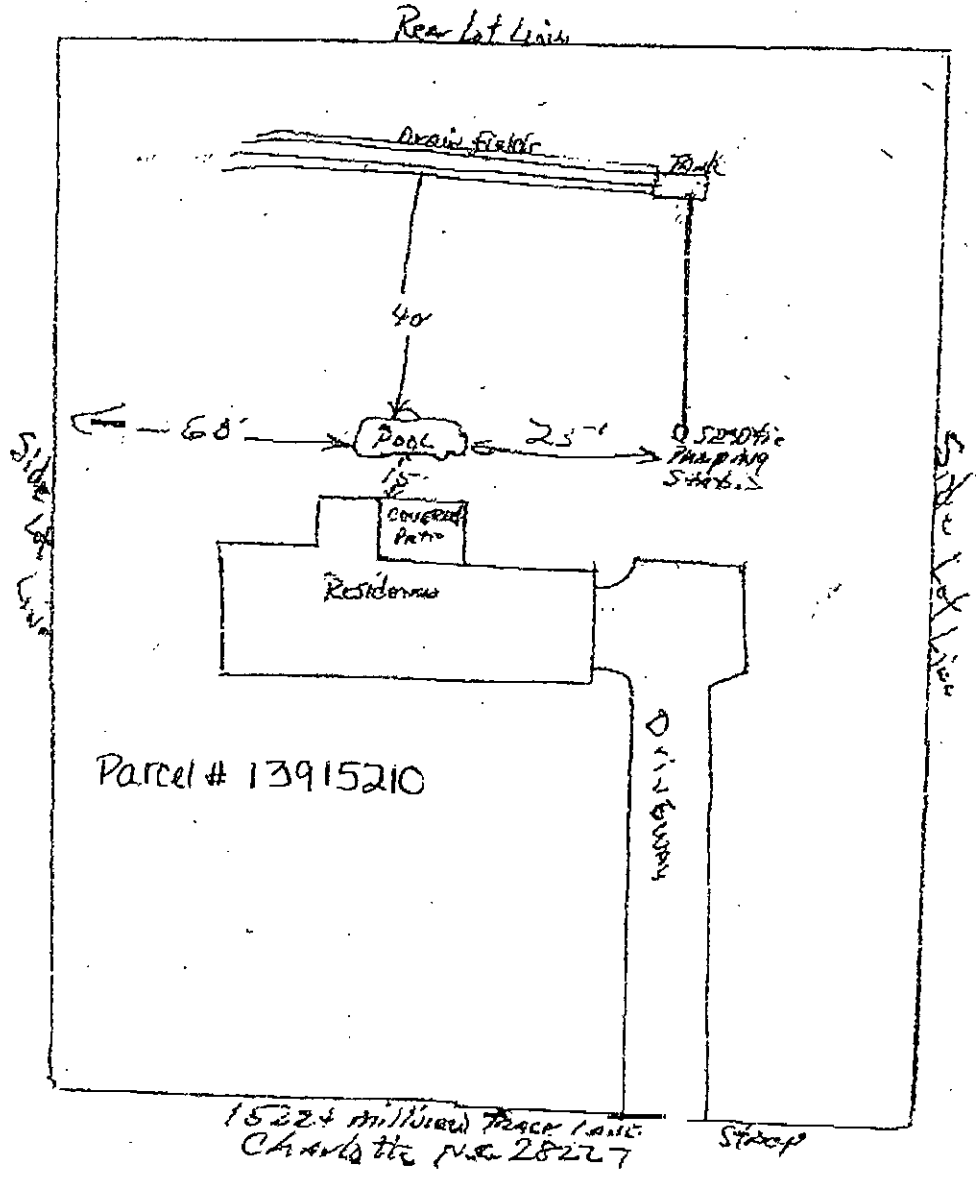
Signature on the "Approved by" line above by an employee of the Mecklenburg County Health Department indicates Health Department approval of this application and the accompanying plot plan. All approvals are contingent upon the pool being operated in a manner that does not create a public health nuisance or hazard, and completion of the required pool barrier at the time the pool is allowed to contain water.

PROPOSED PLOT PLAN

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

15224 Millview Trace Ln
FILE: Julio Iglesias
TC: Melinda Beckum

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.



Julio & Michelle Iglesias

Wendy Ferguson, 7-5-05
OWNER/AGENT SIGNATURE
DATE 704-877-3133 (cell)

APPROVAL DATE _____

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 7031A DATE: 6-4-02

TC: 139-1520 ☐ L ☐ CRT

SERIAL Nº 18158

Name of Owner JULIO IGLESIAS Juris.:

Address of Property 15224 MILLVIEW TRACE LANE

Inspection Data:

Tank Material 1500 PCC (PRECAST)

Total Length of Drainfield 500

Number of Lines 5 @ 100

Cover Depth 12"

Water Supply Source WELL

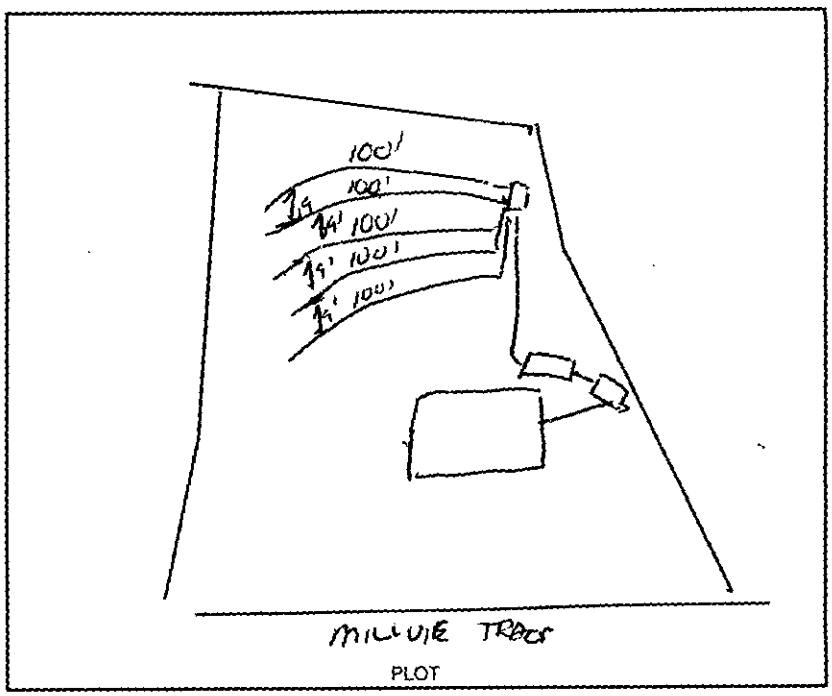
Distance to Water Source NOT INSTALLED

Excavation Inspected 6-4-02

Tank(s) Inspected 6-4-02

Wash Line Inspected

High Water Alarm Inspected



Design 1500 ST 1000 DT 1800SFT INNOVATIVE, PRESSURE MANIFOLD CTR# PERRY LANEY

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired
☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: 6 TYPE III-B, B C, EZE FLOW

(1) 6-4-02 MUST INSPECT ALARM BOX

Environmental Health Specialist

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

Owes
$1.50
for
C O
Held for Class Box
Inspection

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

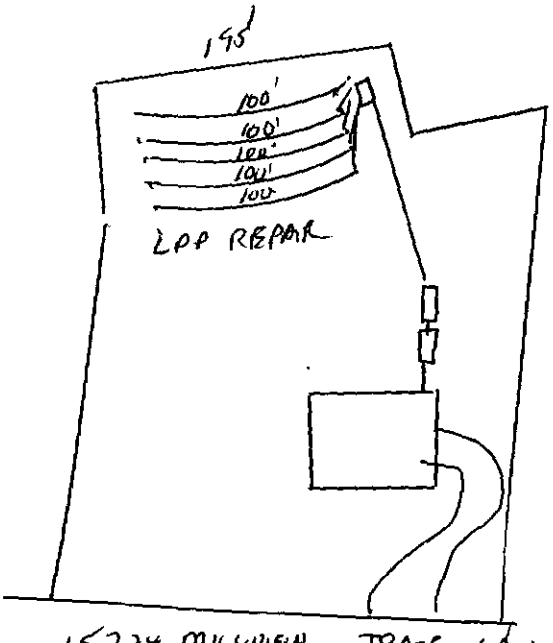
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 7031 A DATE: 5-22-02

TC: 139-15210 ☒ L

SERIAL Nº 18985

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated _____. All work shall be completed on or before 7-22-02, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth ~~38~~ 24'

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 500 feet

Number of Lines 5

Depth of Stone NA inches

Distance from House 25' feet

Distance from Property Line 10' feet

Distance from Well ≥50 feet

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

NAME OF OWNER JULIO IGLESIAS

LOCATION OF PROPERTY ~~10128~~ 15224 MILLVIEW TRACE LANE

Comments: (1) USE PRESSURE MANIFOLD

(2) INSTALL TYPE II - G INNOVATIVE INSTALLATION

Environmental Health Specialist

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

Mecklenburg County
Health Department

July 3, 2002

Name: Julio Iglesias
Street/Box: 8411 Sunflower Road
City/State/Zip: Charlotte, NC 28227

Re: 15224 Millview Trace Lane
File: 7031A
Parcel: 139-152-10

Dear Mr. Iglesias:

At your request an inspection was made at the above referenced property to facilitate the issuance of an Operation Permit for Sewage Treatment and Disposal System. During the inspection it was found that the following items did not meet the regulations set forth in the "Laws and Rules for Sewage Treatment and Disposal Systems, 15 A NCAC 18A .1900; .1952 Septic Tank, Dosing Tank and Lift Station Design." Our comments follow:

1. (6) Pump and control circuits shall be provided with manual circuit disconnects within a watertight, corrosion-resistant, outside enclosure (NEMA 4X or equivalent) adjacent to the pump tank, securely mounted at least 12 inches above the finished grade. The pump(s) shall be manually operable without requiring the use of special tools or entrance into the tank for testing purposes. Conductors shall be conveyed o the disconnect enclosure through waterproof, gasproof, and corrosion-resistant conduits, with no splices or junction boxes provided inside the tank. Wire grips, duct seal, or other suitable material shall be sued to seal around wire and wire conduit openings inside the pump tank and disconnect enclosure.

2. (9) The pump tank shall have a properly functioning high-water alarm. The alarm circuit shall be supplied ahead of any pump overload and short circuit protective devices. The alarm shall be audible and visible by system users and weatherproof if installed outdoors in a enclosure (NEMA 4X or equivalent).

3. Mecklenburg County Individual Water and Wastewater systems Program policy requires that a simplex duplex control panel (pump controls and high water alarm in one unit) be installed in order to meet the aforementioned regulations.

The above mentioned items must be installed and inspected prior to the Operation Permit being issued. The Operation Permit is required for the Certificate of Occupancy and the permanent electric hook-ups. Please schedule the inspections at least five (5) working days in advance to ensure no delays in the Operation Permit issuance.

Please call me at 336-5573 to discuss any question you may have concerning this matter.

Sincerely,

J. Andrew Walker, R.S.
Individual Water and Wastewater Systems

JAW:gc

FEE:

DATE: 5-09-02

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

#400 Options 2 Site Evaluation
New owner 1 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 #: 703/A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-152-10

STREET ADDRESS: 15224 MILLVIEW TRACE LN

SUBDIVISION OR MOBILE HOME PARK NAME: CONNELL MILL

LOT NUMBER: 33

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3341

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE August - 2000

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

N/A

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

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
X 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~~ X YES __ NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS X YES __ NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: IGLESIAS JULIO E (LAST) (FIRST) (MI)	NAME: (LAST) (FIRST) (MI)
ADDRESS: 8411 SUN FLOWER R.d	DAYTIME PHONE: ( ) -
CITY: CHARLOTTE STATE: N.C ZIP: 28227	
DAYTIME PHONE: (704) 363 - 2218	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 7/24/97

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: 05/09/02

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

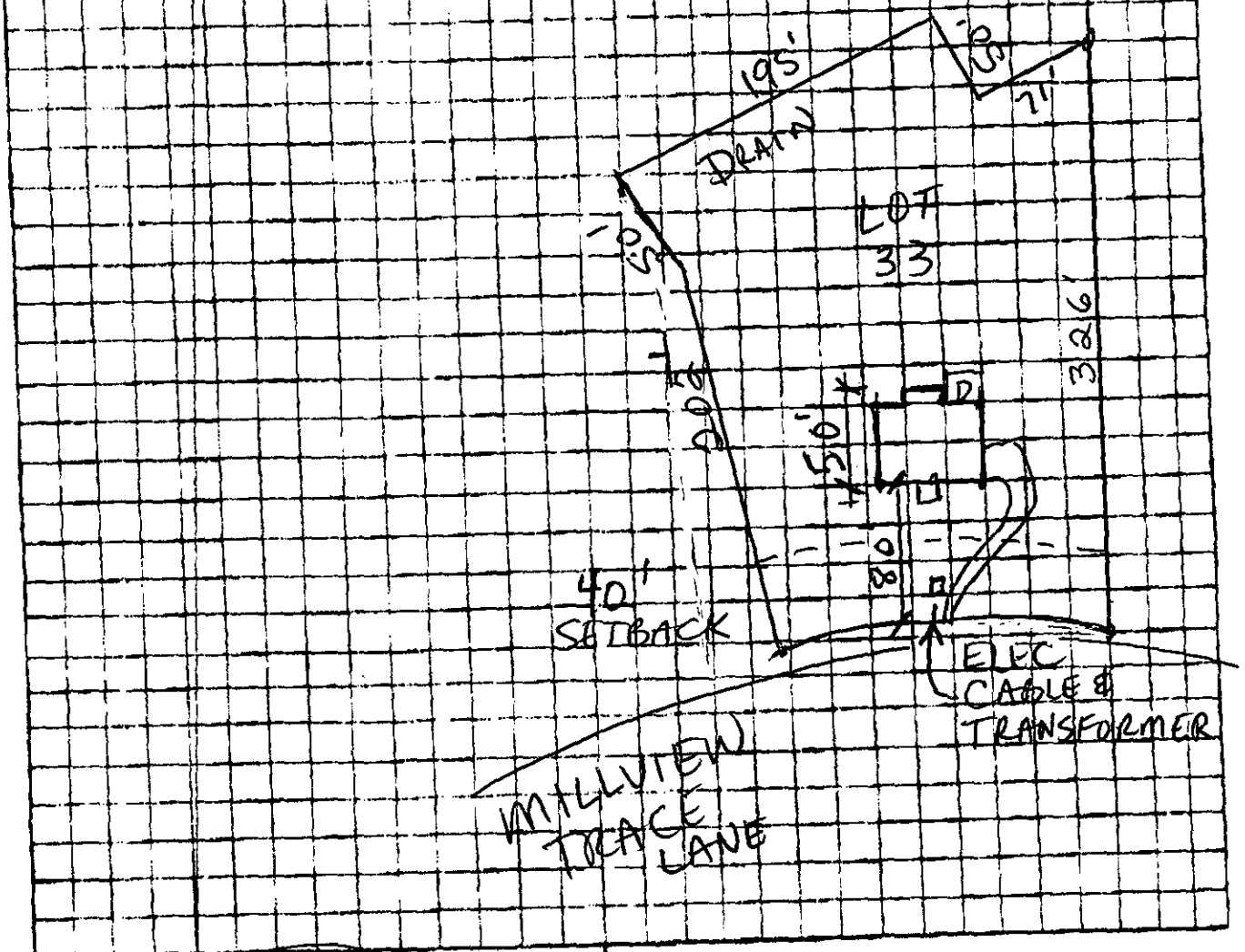
PROPOSED PLOT PLAN

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

FILE: 7031A

TC: 139.152.10

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: [signature]

DATE 5/9/02

APPROVAL DATE _____

Canary - S.H.S. Copy

Pink - Owner's Copy

CK# 3868

FEE: 100 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 9/10/97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 5/29/97 PERMIT NO: 7031A
PARCEL NO: 139 152 10
JOB LOCATION ADDRESS: 15224 Mt View Trace Ct
PROPERTY OWNER: Connell Mills Partnership (potential buyer Thomas Bagger)
BUILDING CONTRACTOR: -
SUBDIVISION NAME: Connell Mill
AUTHORIZATION ISSUED BY: Phila L. Walker R.S. DATE: 5/29/97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 7031A, 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 forms to be on file before con
Authorization release

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

x Tim Whittaker 5/29/97
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 7031A

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 139 152 10

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	✓ Yes	___ No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

.3 Long-term acceptance rate	600 Max gallons/day wastewater flow	1500 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	500' Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
5 Bedrooms in residence	1000 Gallon pump tank	NA Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Type III Innovative System Approval, LPP Repair System, Lift pump required. Agreement forms to be filed before construction authe. release

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

___ Absorption Area (Sq ft) ___ Total Trench Length (Ft)	___ Depth of Stone Trench	5' Trench spacing (min. on centers)	12" 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.

Philo A. Walker PA. 5/29/97
DEHNR Authorized Agent Date

Tim Whittaker 5/29/97
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

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 09/10/97 13:11
BK: 09246 PG: 0242/0244 #:0180 12.00

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 7031A
PARCEL # 139 152 10

The undersigned, THOMAS & BONNIE BAGGER, owner of property located at 15224 MELVIEW TRACE LANE, (the "site") and described in an instrument recorded in Book 6433 at Page 147, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

- Any changes on the property may make the Improvement Permit Null and void and may make the Improvement Permit subject to revocation.

This instrument was prepared by: THOMAS BAGGER
Mail after recording to: 1120 MARDNSTEIN AVE
BAY SHORE NY 11706

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this _____ day of _____, 199__.

PERSONAL PROPERTY
(Corporate Name)

~~By:~~ _____

THOMAS BAGGER ~~President~~ HOMEOWNER

~~ATTEST~~:

BONNIE BAGGER ~~Secretary~~ HOMEOWNER

(Corporate Seal)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ~~NORTH CAROLINA~~ NEW YORK
COUNTY OF SUFFOLK

I, Elizabeth Johnson, a Notary Public for said County and State, do hereby certify that THOMAS ~~BAGGER AND~~ BONNIE BAGGER personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 8th day of Sept, 1995.

ELIZABETH JOHNSON
Notary Public, State of New York
No. 5033133
Qualified in Suffolk County
Term Expires 12/11/96

Elizabeth Johnson
Notary Public

My Commission Expires:
12/11/95

PROPOSED PLOT PLAN

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

FILE: 7031A

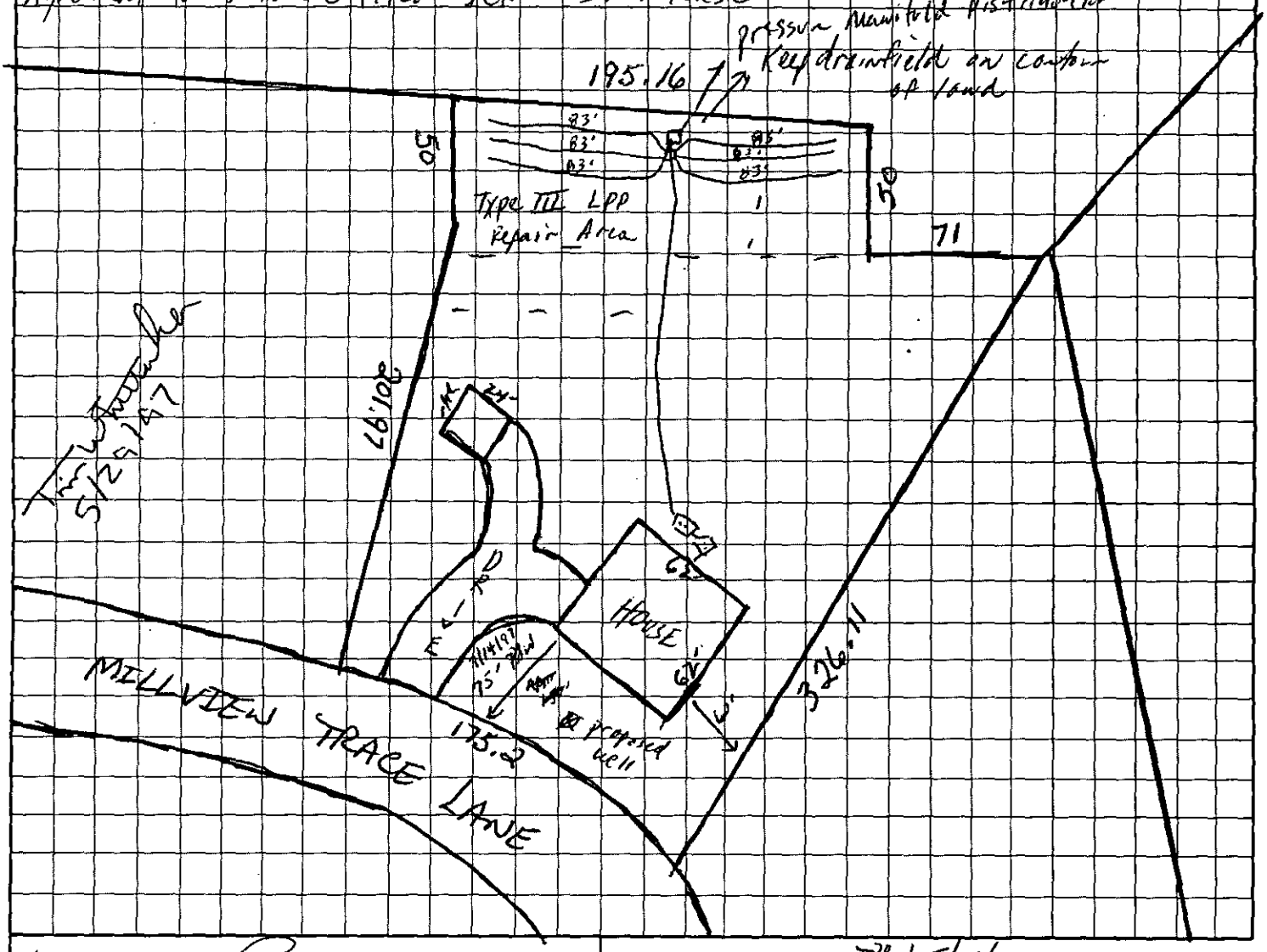
TC: 139-152-10

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

COMMENTS 5 Bedroom Residence Innovative System
Approval, 6 lines x 83' long x 3' wd. Type III LPP system
Keep lines on contour of land, Keep proposed well >100' (50' min) from septic system. ~~150'~~ 75' PSW 7/14/97 from front house corner to front property line, ~~150'~~ 60' from right house corner to right property line lift pump required
Agreement forms to be filed before IP release.

1" = 75'
Repair Area

pressure manifold distribution
Keep drainfield on contour of land

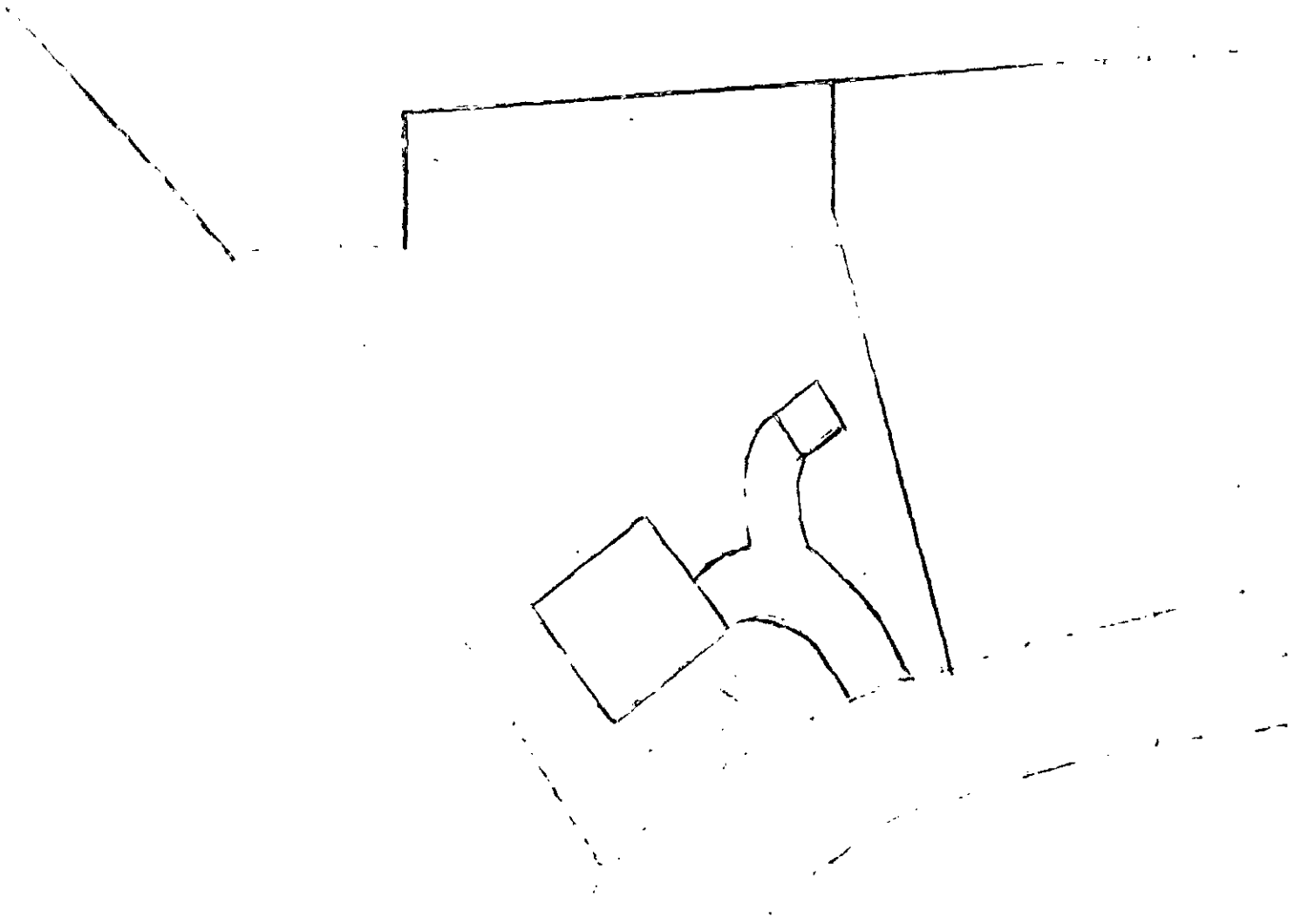


OWNER/AGENT SIGNATURE

DATE 5/16/97

APPROVAL DATE PSW 5/29/97

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



Counter

FEE: 100.00 CK
DATE: 5/16/97 SC

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

I J CRT

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

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

FILE #: 7031A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-152-10

STREET ADDRESS: 15224 Millview Terrace LN

SUBDIVISION OR MOBILE HOME PARK NAME: Cunnell Mill

LOT NUMBER: ~~70~~ 33

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:

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 6

CLOSING DATE ASAP

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
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: Cunnell Mills Partnership
(LAST) (FIRST) (MI)

ADDRESS: 7103 Forest Ridge Dr

CITY: Mathews STATE: ~~NC~~ NC ZIP: 28105

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Bagger Thomas E
(LAST) (FIRST) (MI)

DAYTIME PHONE: 516 586-0087

1120 Marinstein Ave

Bayshore, NY 11706

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: 5/16/97

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

PROPOSED PLOT PLAN

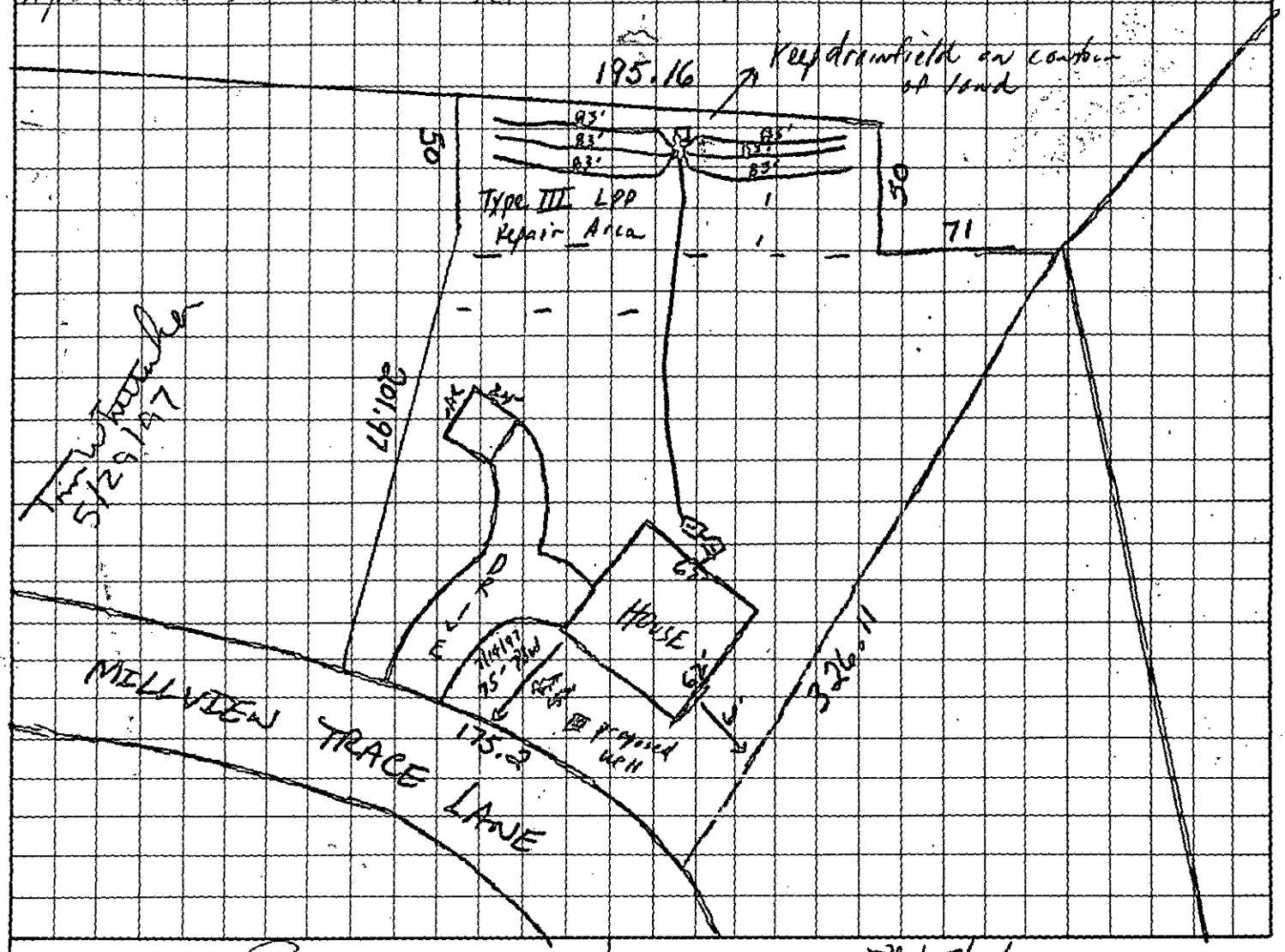
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 7031A

TC: 139-152-10

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

COMMENTS 5 Bedroom Residence Innovative System 1" = 10' = 75'
Approval, 6 lines x 83' long x 3' wd. Type III LPP system Repair Area
Keep lines on contour of land, Keep proposed well >100' (50' min) from septic system. ~~80'~~ 75' PSW 7/14/97 from front house corner to front property line, ~~80'~~ 60' from right house corner to right property line lift pump required
Agreement forms to be filed before IP release.



OWNER/AGENT SIGNATURE [signature]

DATE 5/16/97

APPROVAL DATE PSW 5/29/97

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

Mecklenburg County
Health Department

May 9th, 1991

George P. Houston
3733 Bon Rea Rd.
Charlotte, NC 28226

RE: Property located at 15224 Millview Trace Lane 33/2
FILE: 7031A
PARCEL: PO 139-152-03

Dear Sir:

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 results of this investigation showed the property to be classified UNSUITABLE for the installation of such a system. A copy of the Site Evaluation Report (Serial Number 17201) is enclosed.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 10 NCAC 10A .1948 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If I may be of any assistance, please feel free to call.

Very truly yours,

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

Enclosure (2)

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 16688

File: 7031 A Action: Z

Parcel: PO 139-151-03 PC

Location: Milliview Trace Lane

Subdivision:

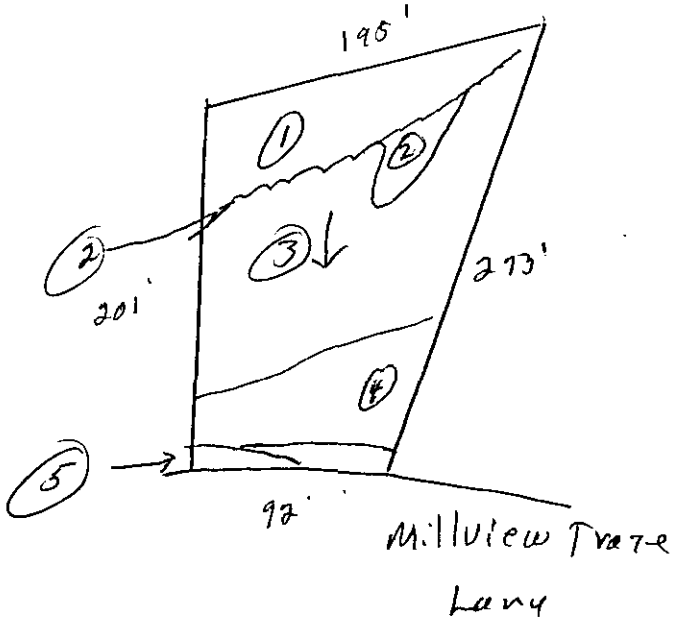
Lot: 33 Block: 2 Acres: .78

Owner:
Address:

Comments: 100% Repair

Described by: William R. Marlin

Date: 9-13-90



***** 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) complex slopes	(S) PS U 2-8%	S PS (U) Depression	S PS U	S PS U
Texture	S (PS) U Clay	S PS U —	S PS (U) 2-1 clay	S PS U —	S PS U	S PS U
Structure	S (PS) U Blocky	S PS U —	S (PS) U Blocky	S PS U —	S PS U	S PS U
Drainage	S (PS) U >36" To water	S PS U —	S PS (U) Some perched water 18"	S PS U —	S PS U	S PS U
Depth	S PS (U) 24"	S PS U —	S PS (U) 12-24"	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U >36"	S PS U —	S (PS) U >36"	S PS U	S PS U	S PS U
Available Space	S PS (U) Restrictive	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	TU Potter-Lilo	complex Slopes	Vance-Helena	Depression	Fill	
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS (U)	S PS (U)	S PS U

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 17201

File: 7031A Action 2

Parcel: PO 139-152-03 ☐ PC

Location: 15224 Milliview Trace Lane

Subdivision: Connell Mill added to

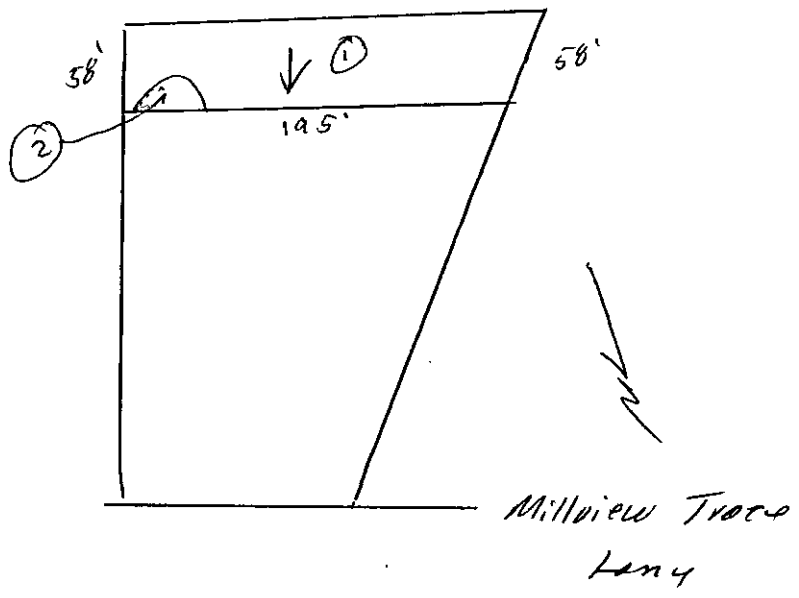
Lot: 33 Block: 2 Acres: .26

Owner: George P. Houston, Jr.
Address: 3933 Bon Aea Road
Charlotte, N.C. 28226

Comments: added to lot 33, 100% repair, moved new pump

Described by: William A. Marlin

Date: 5-8-91



*** 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 Depression	S PS U	S PS U	S PS U	S PS U
Texture	S ~~PS~~ U Clay	S PS U —	S PS U	S PS U	S PS U	S PS U
Structure	S ~~PS~~ U Blocky	S PS U —	S PS U	S PS U	S PS U	S PS U
Drainage	S ~~PS~~ U 7 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	IV Cecil-Lilo	Depressional				
Area Classification	S PS ~~U~~	S PS ~~U~~	S PS U	S PS U	S PS U	S PS U

Mecklenburg County
Health Department

TELECOPIER TRANSMITTAL COVER SHEET

NOTICE

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

TO: Vicky Edwards TELECOPIER # 844-0598

FROM: Philo Walker DATE 7/14/97
Env. Health

NUMBER OF PAGES TRANSMITTED: 2 (including cover sheet)

COMMENTS: Amended Plot plan for file # 7031A

If you do not receive all pages, please call us as soon as possible at the following number: (704)336-5102.

[✓] Original will not follow [ ] Original will follow via:

[ ] U.S. Mail [ ] Hand Delivery [ ] _____

OFFER TO PURCHASE AND CONTRACT

THOMAS F. (HUSBAND) & BONNIE L. BAGGER , as Buyer,
hereby offers to purchase and MILLS CONNELL PARTNERSHIP , as Seller,
of the State of said offer, agrees to sell and convey, all of that part, piece or parcel of land described below, together with all improvements located thereon (fixtures and personal property as excluded below) (collectively referred to as "the Property"), upon the following terms and conditions:

1. **PROPERTY**: Located in the City of N/A , County of MECKLENBURG , State of North Carolina, being known and more particularly described as:
Street Address 16224 MILLVIEW PLACE, CHARLOTTE, NC Zip 28227
Legal Description 133 E2 M24-616 16224 MILLVIEW
(Add: A portion of the property is Deed Reference: Book N/A , Page N N/A , N/A , County)
Subject to restrictions of record, Buyer's Rights of Contract, Buyer's Review Restrictive Covenants, Easements which may limit the use of the Property, Zoning Ordinances, Rights of Setback, Deed Covenants, Declarations, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or subdivision, if applicable.

2. **FIXTURES**: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached mirrors, shrubbery, plantings, trees, existing storm windows, storm doors, window screens, screen doors, combination doors, awnings, antennas, satellite dishes and receivers (including all hardware and components), smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, stoves, garage door openers with remote controls, central vacuum systems (including all attachments), "keyless" pad locks, storage sheds, outdoor cooking units, wall-to-wall carpeting, and all other items attached or affixed to the Property, EXCEPT the following items:
NONE

3. **PERSONAL PROPERTY**: The following personal property is included in the purchase price: NONE

4. **PURCHASE PRICE**: The purchase price is $ 27,000 and shall be paid as follows:
(a) $ 1,000 , EARNEST MONEY DEPOSIT: cash personal check bank check certified check other
to be delivered and held in escrow by THE PRUDENTIAL CAROLINAS REALTY
(Broker, unless another escrow agent is designated by Buyer and Seller) upon Seller's acceptance hereof. If Buyer defaults hereunder or if Seller terminates this contract as otherwise permitted herein, then all earnest money 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 remedy available to Buyer for such breach. In the event Seller is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request. Such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
Escrow: In accordance with the Real Estate Brokers License Law, Seller and Buyer agree that the escrow agent may hold the earnest money in escrow in a trust account until the transaction is consummated or terminated. Upon termination of escrow, escrow agent may disburse the earnest money in accordance with the written release from the parties containing its disposition and may withhold disbursement of the earnest money pending receipt of such release. In the event of any suit between Buyer and Seller wherein escrow agent is made a party because of acting as escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, escrow agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that escrow agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of earnest money held in escrow by a broker or broker's firm unless such misdelivery shall be due to willful breach of this contract or gross negligence of escrow agent. Escrow agent is authorized to deposit the earnest money in an interest bearing escrow account and to disburse the interest earned thereon in accordance with the terms of this escrow agreement. Buyer and Seller acknowledge that escrow agent is not a party to any boundary line dispute between Buyer and Seller and escrow agent is not responsible for the location of boundary lines or the existence of any boundary line dispute between Buyer and Seller. Buyer and Seller agree that in the event of any boundary line dispute between them, the earnest money may be withheld by escrow agent until escrow agent receives a written agreement executed by Buyer and Seller specifying the disposition to be made of the earnest money or a final order of a court of competent jurisdiction.
(b) $ 0 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A
(c) $ 0 , ASSUMPTION of the unpaid principal balance of one existing first mortgage loan secured by the Property as described in the attached Loan Assumption Addendum
(d) $ 0 , SELLER FINANCING in accordance with the attached Seller Financing Addendum
(e) $ 26,000 BALANCE of purchase price in cash at closing

5. **CONDITIONS**: (Check all that apply. Unless otherwise provided herein, conditions must be satisfied or waived within 45 days after the Effective Date.)
(a) Buyer's ability to obtain a loan commitment on or before N/A , effective thru the date of closing, for a:
FHA VA (attach FHA/VA Financing Addendum) Conventional Other N/A
Fixed rate Adjustable Rate loan in the amount of N/A in the principal amount of $ for a term of 30 year(s), at an interest rate not to exceed N/A % per annum with 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 the exception of Seller paying any of the Buyers 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 hereof), then at any time thereafter this contract is terminated unless Buyer waives the loan commitment condition.
(b) There must be no restriction on the use or occupancy of the Property (including but not limited to any applicable zoning ordinance) other than RESIDENTIAL except the reasonable use of the real property for 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 encumbrances, 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 Seller can deliver title at closing as required herein. Seller shall be obligated to obtain any such cancellations following closing if any check delivered at closing by GENERAL WARRANTY DEED or otherwise stated herein, and must be free, 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.
(e) **SPECIAL ASSESSMENTS**: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalks, paving, water, sewer, or other improvements on or adjoining the Property, 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 special assessments, if any, and Buyer shall pay all pending owners' association assessments, if any, unless otherwise agreed as follows:
NONE

6. **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 the 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 Seller unless the personal property is owned by the person to whom the Property is conveyed in the normal course of business, the personal property taxes shall be prorated for the calendar year through the date of closing. (c) Taxes shall be paid by Seller without regard to any discounts for early payment, penalties, interest or late listing penalties. (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 $ N/A per N/A .

7. **CLOSING EXPENSES**: Seller shall pay for preparation of 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, and for closing.

8. **WELL**: Buyer agrees to purchase from Seller the well, if any, located on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

9. **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 insurance policies and attorney opinions on title, surveys, covenants, deeds, notes and deeds of trust or other documents pertaining to the Property that are available to Seller, including but not limited to title insurance policies, attorney opinions on title, surveys, covenants, deeds, notes and deeds of trust or other documents pertaining to the Property that are in Seller's possession.

10. **LABOR AND MATERIALS**: Unless otherwise provided herein, all fixtures and other items of personal property which are included in the purchase price, and which may be subject to liens for labor performed or materials furnished to the Property within 120 days prior to the date of closing, shall be paid for and Seller agrees to indemnify Buyer against all loss from any such liens, claims, costs and expenses arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

[ ] Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

[ ] Buyer has NOT received a signed copy of the Residential Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

[ ] Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) N/A

[ ] The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair, (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s), and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections shall be completed on or before N/A. Buyer is advised to have any inspections made prior to incurring any expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed 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. Buyer is advised that the inspection report described in this paragraph may not always reveal other 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 22, 1997, at a place designated by Buyer.

The deed is to be made to THOMAS E. AND BONNIE L. BAGGER.

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.)

THIS CONTRACT IS CONTINGENT UPON THE SATISFACTORY REVIEW OF ANY COVENANTS AND/OR RESTRICTIONS. AFOREMENTIONED MUST PERMIT BUYER TO PLACE AND/OR BUILD TOOLSHED, PLAYHOUSE/TREEHOUSE AND FENCING.

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 the 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 representation, 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 "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 making this offer.

Buyer Thomas E. Bagger	(SEAL)	Seller Thomas E. Bagger	(SEAL)
SS/Tax ID# 116-60-6911		SS/Tax ID# per Connell Mill Partners	
Buyer Bonnie Bagger	(SEAL)	Seller	(SEAL)
SS/Tax ID# 575 60 2490		SS/Tax ID#	
Date: Apr 23 1997		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: 04 23 1997 Firm: THE PRUDENTIAL CAROLINAS REALTY

By:

Selling Agent/Firm/Phone JOE SUTLIFF/THE PRUDENTIAL CAROLINAS REALTY/ 334.6677

Acting as: [ ] Buyer's Agent [ ] Seller's (Sub)Agent [ ] Dual Agent

Listing Agent/Firm/Phone VICKI EDWARDS/THE PRUDENTIAL CAROLINAS REALTY/542.1100

Acting as: [ ] Seller's (Sub)Agent [ ] Dual Agent

Mecklenburg County
Health Department

September 14th, 1990

George P. Houston
3733 Bon Rea Rd.
Charlotte, NC 28226

RE: Property located at Millview Trace Lane 33/2
FILE: 7031A
PARCEL: 139-151-03P0

Dear Sir:

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 results of this investigation showed the property to be classified UNSUITABLE for the installation of such a system. A copy of the Site Evaluation Report (Serial Number 16688) is enclosed.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 10 NCAC 10A .1948 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If I may be of any assistance, please feel free to call.

Very truly yours,

Gene Vaughan

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

Enclosure (2)

APPLICATION FOR SOIL INVESTIGATION

(OFFICE USE ONLY)

HEALTH DEPARTMENT

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 7031 A

TC: _____

☑ PC ☐ REPT

JOB LOCATION

① ADDRESS: 15224 Millview Trace Lane off Catawba Road

② SUBDIVISION: Connell Mill ③ LOT: 33 ④ BLOCK: 2

⑤ PARCEL REFERENCE: BOOK NO.: 139 PAGE NO.: 151 PARCEL NO.: 03

⑥ DEED REFERENCE: BOOK NO.: _____ PAGE NO.: _____

OWNER

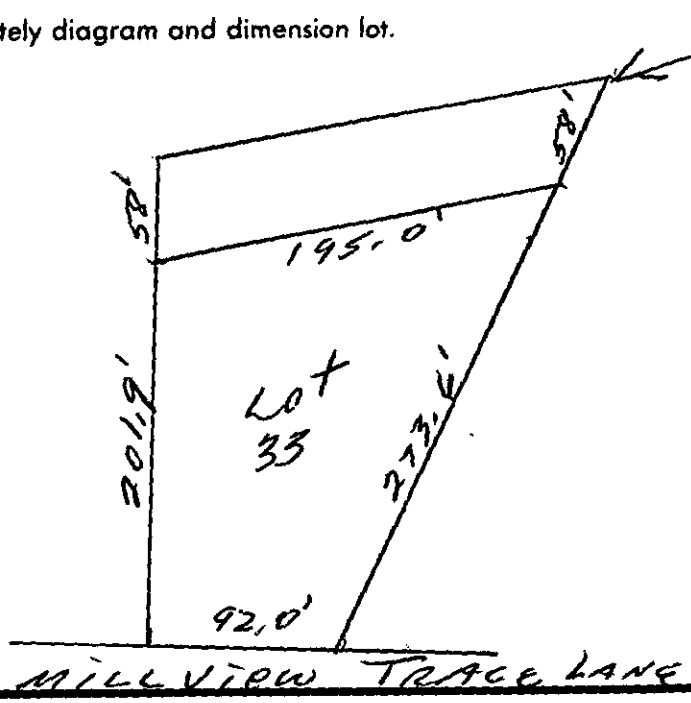
⑦ NAME: George P. Houston Jr
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 3933 Bon Rue Road

⑨ CITY: Charlotte ⑩ STATE: NC ⑪ ZIP: 28226

⑫ PHONE: (WORK) 541-2580 (HOME) 5921026

⑬ Accurately diagram and dimension lot.



58' has been added to Lot and needs Testing

⑭ The undersigned, 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: David E Lippenberg

Date: 5/2/91

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

Date: 5-2-91

Name/Company: Vance E Sonnenberg

Sanitation _____

Vector Control _____

O.P.W.D. ✓

Service: Add 30:1 Invest. 3 Lots

Lot: 7032A 15&36 Millview Trace Lane

7031A 15&24 " " "

7032A 15&16 " " "

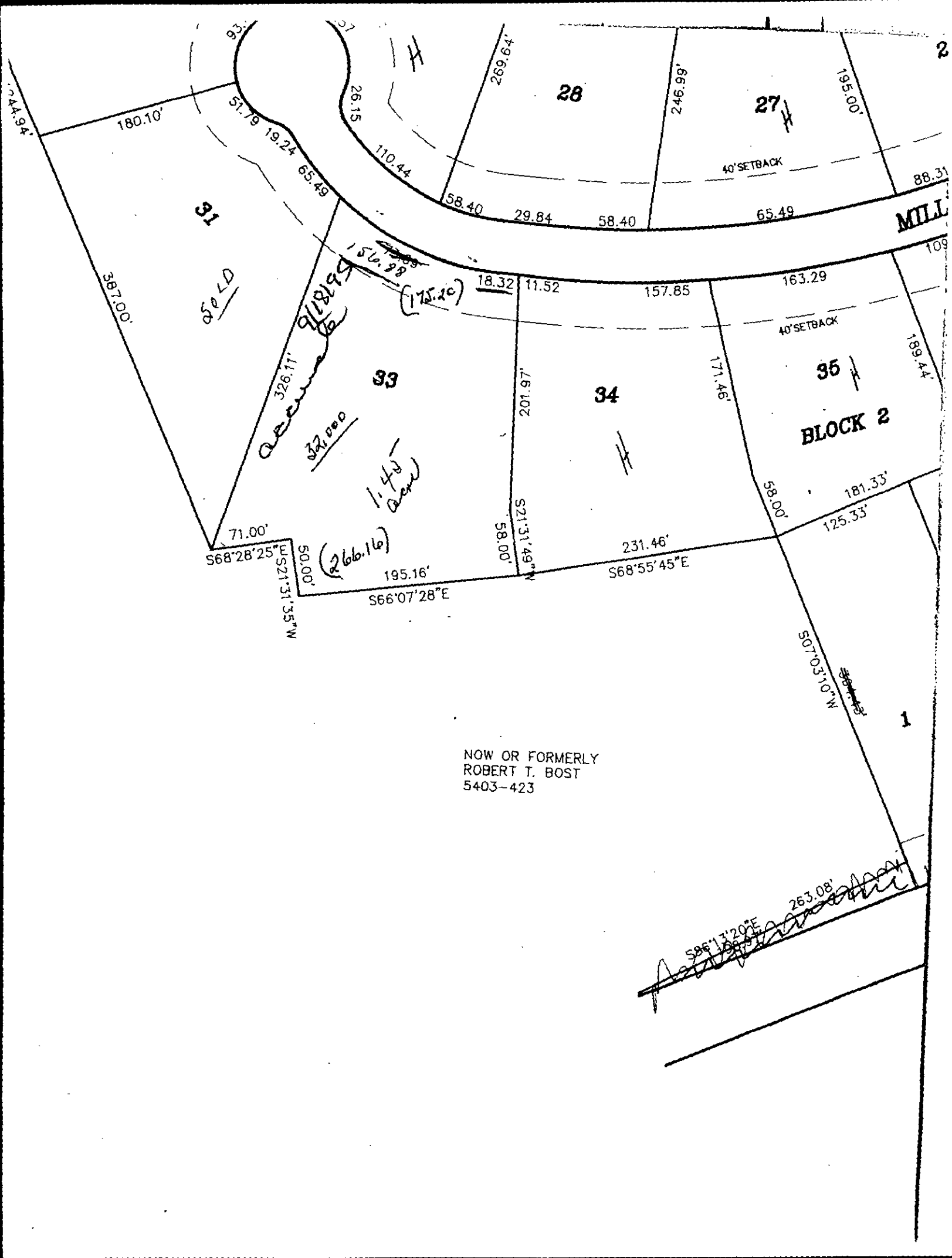
Fee: $ 150.00 # 197

NOTICE:

A processing fee of $15.00 will be charged for all returned checks in accordance with N.C. General Statute 25-3-512.

Completed by

Collected by


2
269.64'
28
246.99'
27
195.00'
180.10'
51.79
19.24
65.49
26.15
110.44
40'SETBACK
58.40
29.84
58.40
65.49
MILL
31
SOLD
387.00'
156.28
(175.20)
18.32
11.52
157.85
163.29
40'SETBACK
326.17'
93
37,000
1.47 acres
201.97'
34
171.46'
35
189.44'
BLOCK 2
58.00'
181.33'
125.33'
71.00'
S68°28'25"E
50.00'
S21°31'35"W
(266.16)
195.16'
S66°07'28"E
58.00'
S21°31'49"W
231.46'
S68°55'45"E
S07°03'10"W
1
NOW OR FORMERLY
ROBERT T. BOST
5403-423
263.08'
S86°13'20"E

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 7031A

TC: _____

☑ PC ☐ REPT

JOB LOCATION

① ADDRESS: CABARRUS Road

② SUBDIVISION: CONNELLMILL ③ LOT: 33 ④ BLOCK: 2

⑤ PARCEL REFERENCE: BOOK NO.: 139 PAGE NO.: 151 PARCEL NO.: 03 PO

⑥ DEED REFERENCE: BOOK NO.: _____ PAGE NO.: _____

OWNER

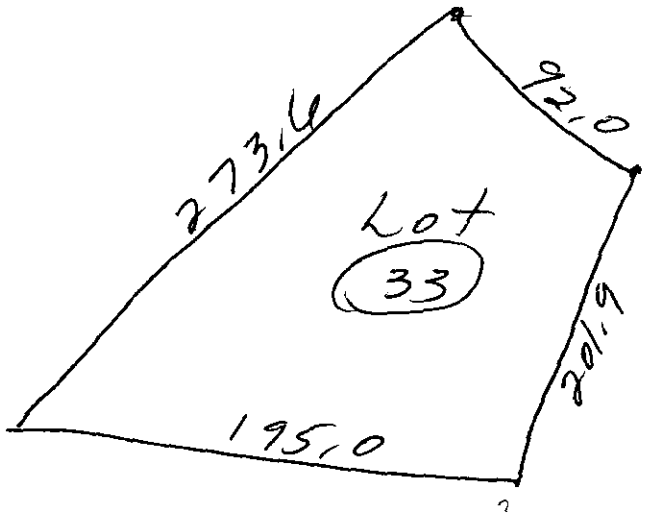
⑦ NAME: GEORGE P. HOUSTON (FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 3733 Bon Rea Road

⑨ CITY: Charlotte ⑩ STATE: NC ⑪ ZIP: 28226

⑫ PHONE: (WORK) 541-2580 (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: David E. Houston

Date: 9/4/90

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

Date: 9-4-90

Name/Company: GEORGE P. HOUSTON

Sanitation _____

Vector Control _____

O.P.W.D. ✓

Service: S/T
7030A - 7043A
CABARRUS Rd
TAX PAR# 139-151-03 (PO)

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAID
SEP 4 1990

Fee: $ 700.00

NOTICE:

A processing fee of $15.00 will be charged for all returned checks in accordance with N.C. General Statute 25-3-512.

CK #155
700.00
SR

Completed by

Collected by