

11612 BRIEF RD

19715501

1/10/2008

duponbj

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

EHS DC Reviewer KB

6574-B County Permit Review Worksheet

Rule or Law	Permit Application	1	2	3	4	5	6	7	8	9	10
.1937(d)	Is the Application complete	✓									
.1937(d)	Is there a Site plan/Plat with application	✓									
.1937(d)	Is the Facilityshown?	✓									
.1937(d)	Are appurtenances shown	✓									
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	✓									
.1940 (a-g)	Slope % Recorded?	✓									
.1939 (a)(2)	Texture Class Recorded?	✓									
.1939 (a)(2)	Structure type Recorded?	✓									
.1939 (a)(2)	Consistence Recorded?	✓									
.1939 (a)(2)	Mineralogy Recorded?	✓									
.1939 (a)(3)	Soil Wetness Condition Recorded?	✓									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	✓									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	✓									
.1939 (a)(6)	Sufficient Available Space Recorded?	✓									
.1937(m)	Are the Profile Locations Shown?	✓									
.1939(a) & .1945(b)	Are the S/PS Profiles in system & in repair area?	✓									
	Number of auger borings made:	✓									
	Were sufficient auger borings made?	✓									
.1939(d), .1955, .1956, .1957	LTAR	.275									
	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial	✓									
.1945(b)	Proposed System Type stated-Repair	✓									
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial	✓									
.1937(g) & .1945(b)	System components shown - Initial	✓									
.1945(b)	Repair area shown	✓									
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?	✓									
.1937 (f)(g)	**Is System design consistent with soil/site conditions?**	✓									
.1937 (f)(g)	Is the System located in the approved area?	✓									
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?	✓									
G.S. 130A-336(a)	**Number of Bedrooms, employees, seats, etc. indicated?**	✓									
.1937(g)	Trench depth indicated?	✓									
.1937(g)	Trench width indicated?	✓									
.1937(g)	Trench length indicated?	✓									
G.S. 130A-336(a)(1)	Proposed/existing well shown?	✓									
G.S. 130A-336(a)(1)	Property line lengths shown?	✓									
G.S. 130A-336(a)	**Facility/appurtenance setbacks shown from fixed points?**	✓									
	OP										
.1937(i)	System type as described in table V(a) of rule .1961										
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.										

If system design is incorrect or inconsistent with site conditions, indicate why for each below

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 #: **30001245** GWS File #: **6574B** Tax Parcel #: **197-155-01**

- *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):** 9/7/2011

Type of Installation: Residential - New System Lot Number: 1

Structure Type: HOUSE Size (ft^2): 0 # Bedrooms: 4 # Occupants: 3

Building Foundation: Crawl Space Water Supply: Private Well

II. *Initial* System Type: Conventional **System Classification:** IIa

Initial System Specifications:

Design Flow (gpd): 480 LTAR (gpd/ft^2): 0.275 Septic Tank Size (gal): 1500 Pump Tank Size (gal): N/A

Trench Width (ft): 3 Trench Spacing (ft): 9 Absorption Area (ft^2): 1745 Total Trench Length (ft): 582

Maximum Trench Depth (in): 30 Depth of Media (in): 12 Distribution Device: Drop Boxes

III. Repair System Type: Innovative or Experimental **System Classification:** IIIg

Repair System Specifications:

Design Flow (gpd): 480 LTAR (gpd/ft^2): 0.275 Septic Tank Size (gal): 1500 Pump Tank Size (gal): N/A

Trench Width (ft): 3 Trench Spacing (ft): 9 Absorption Area (ft^2): 1309 Total Trench Length (ft): 436

Maximum Trench Depth (in): 30 Depth of Media (in): N/A Distribution Device: Drop Boxes

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: David Cornelius

Signature: DRS

Date Issued: 9/7/2006

Owner/Legal Agent: Jeff Casey
Print Name

Signature: Jeff Casey

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

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

Permit #: **30001245** GWS File #: **6574B**

IV. Permit Conditions/Comments:

- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- All components of the septic system must be located at least 100 ft. (50 ft. minimum) from all private wells.
- Lot #1

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:

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- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: David Cornelius

Signature: DRC

Date Issued: 9/7/2006

Owner/Legal Agent: Jeff Casey
Print Name

Signature: Jeff Casey

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

Sheet: 1 of 2
Property ID: PO 197-155-01
Lot #: 1
File #: 6574B
AppID: 1245
Code:

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Faye Allen & Sally Faires
Applicant: Land Sales, Inc.
Address: 16417 Cobbler Drive, Midland, N. C. 28107
Date Evaluated: 8/24/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: Approx. 1.0a
Location of Site: Brief Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [ ] 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 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
3	LS, 8	0-8	GR/SICL	FR/SEXP/SS/SP	>39" TO SOIL WETNESS	39	N/A	NONE	PS, IV
		8-39	SBK/ABK/SIC	FI/SEXP/S/P					.3GPD/FT^2
4	"	0-16	GR/SICL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		16-48	SBK/ABK/SIC	FR-FI/SEXP/S/P					
5	"	0-5	GR/SICL	FR/SEXP/SS/SP	>41" TO SOIL WETNESS	41	"	"	PS, IV
		5-24	SBK/ABK/SIC	FI/SEXP/S/P					.25GPD/FT^2
		24-41	ABK/SIC	FI/SEXP/S/P					
6	"	0-8	GR/SICL	FR/SEXP/SS/SP	>39" TO SOIL WETNESS	39	"	"	PS, IV
		8-39	SBK/ABK/SIC	FI/SEXP/S/P					.3GPD/FT^2
7	"	0-5	GR/SICL	FR/SEXP/SS/SP	>34" TO SOIL WETNESS	34	"	"	US, IV
		5-34	SBK/ABK/SIC	FI/SEXP/S/P					.25GPD/FT^2
9	"	0-11	GR/SICL	FR/SEXP/SS/SP	>36" TO SOIL WETNESS	36	"	"	PS, IV
		11-36	ABK/SBK/SIC	FI/SEXP/S/P					.25GPD/FT^2
10	"	0-10	GR/SICL	FR/SEXP/SS/SP	>37" TO SOIL WETNESS	37	"	"	PS, IV
		10-37	SBK/ABK/SIC	FI/SEXP/S/P					.3GPD/FT^2

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	IIa	IIIa
Site LTAR	.275GPD/FT^2	.275GPD/FT^2

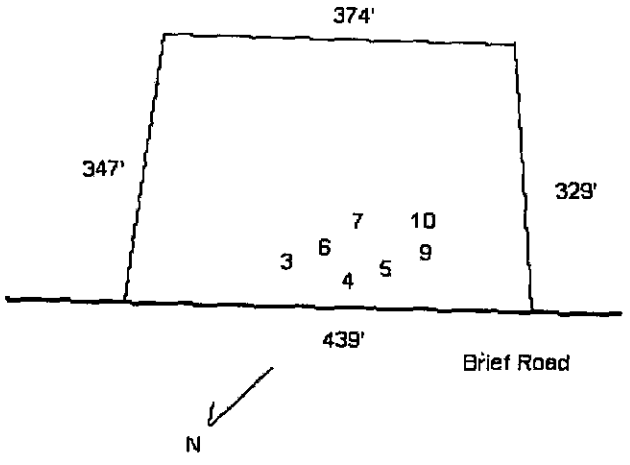
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 8/25/2006, W. R. Marlin
Others Present: P. Penninger, J. Casey, W. Jones

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



PROPOSED PLOT PLAN

1"=50'

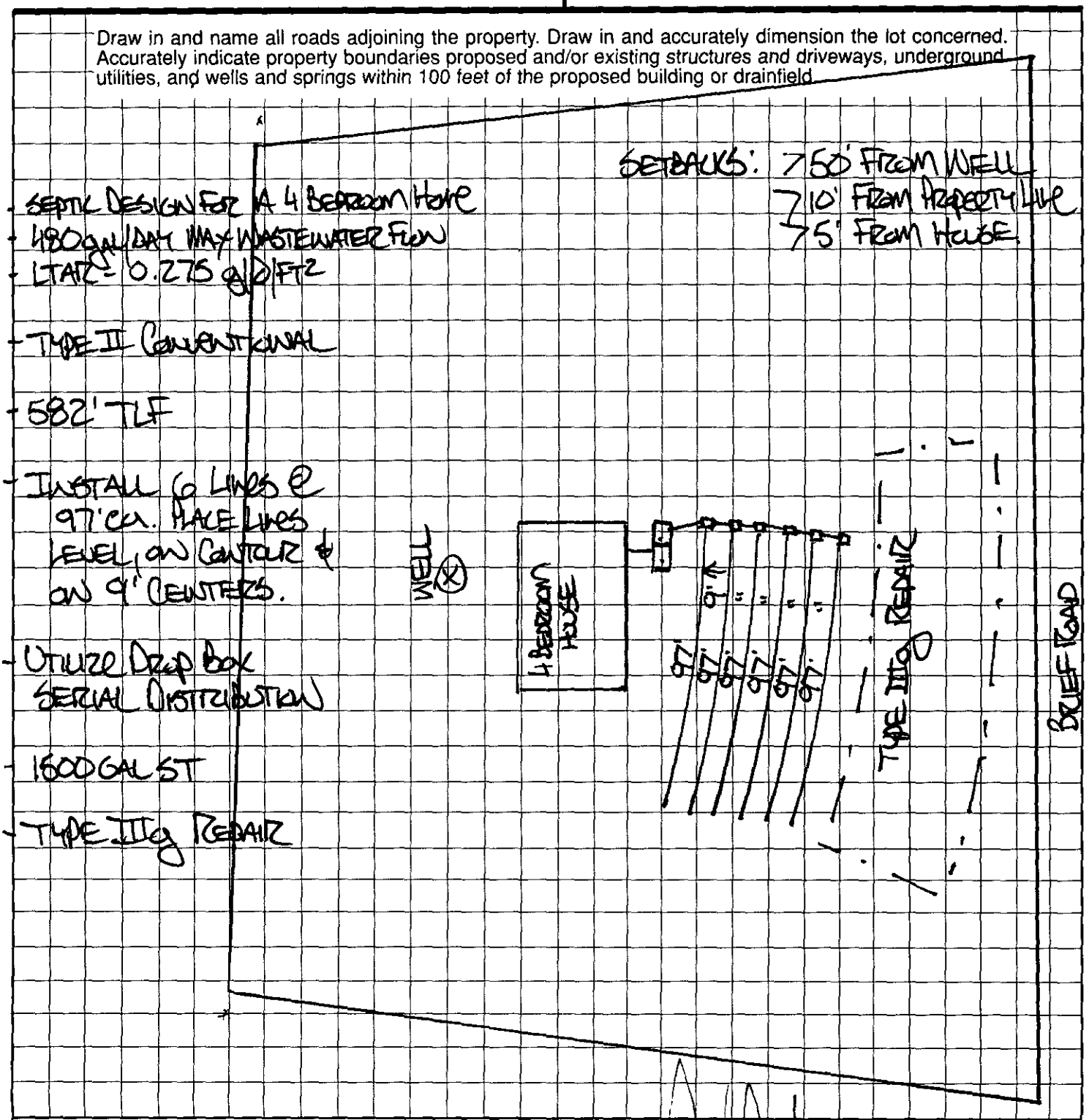
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

LOT #1

FILE: 6574B

TC: 197-155-01 PO

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 11-29-06

APPROVAL DATE

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

CK 9051 03 #1245

GWS – RES. APP 07/05

SEPTIC FEE: 200
DATE: 8/7/06
CRT [ ]
QC

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

WELL FEE: _____
DATE: _____
CRT [ ]

FILE # 65743

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 19715501 PO
STREET ADDRESS: Brief Rd
CITY: Mint Hill
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 1
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☒ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

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

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: Allen Faye to Sally Fairrs
ADDRESS: 16417 Cobbler Dr
CITY: Midland
STATE: ZIP: 28107
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Land Sales, Inc
ADDRESS: 6619 Wheeler Dr
CITY: Charlotte NC 28211
STATE: NC ZIP: 28211
HOME PHONE: 704-366-8891 WORK PHONE: 366-8891
MOBILE PHONE: 704-574-6000 FAX: 704-442-0171

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? September 06

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Jeff Casey 8-7-06
Owner's/Agent's Signature Date

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

*A Well Permit
intended use
or changed. T
agent for the o
has read the f
are true, and a
onto the prope

Owner's/Agent

MECKLENBU
GROUNDWAT
700 N. TRYON
CHARLOTTE,

Jeff Casey
4508 Lenox Hill Pl.
Charlotte, NC 28269
Fax (704) 548-1655

JEFF CASEY
Broker
Mobile (704) 575-3345
ASUECU@AOL.COM

WoodLand Gold Inc
4508 Lenox Hill Pl.
Charlotte, NC 28269

Bryant Realty, Inc
5201 Monroe Rd.
Charlotte, NC 28205
(704) 567-9820
Fax (704) 567-9876

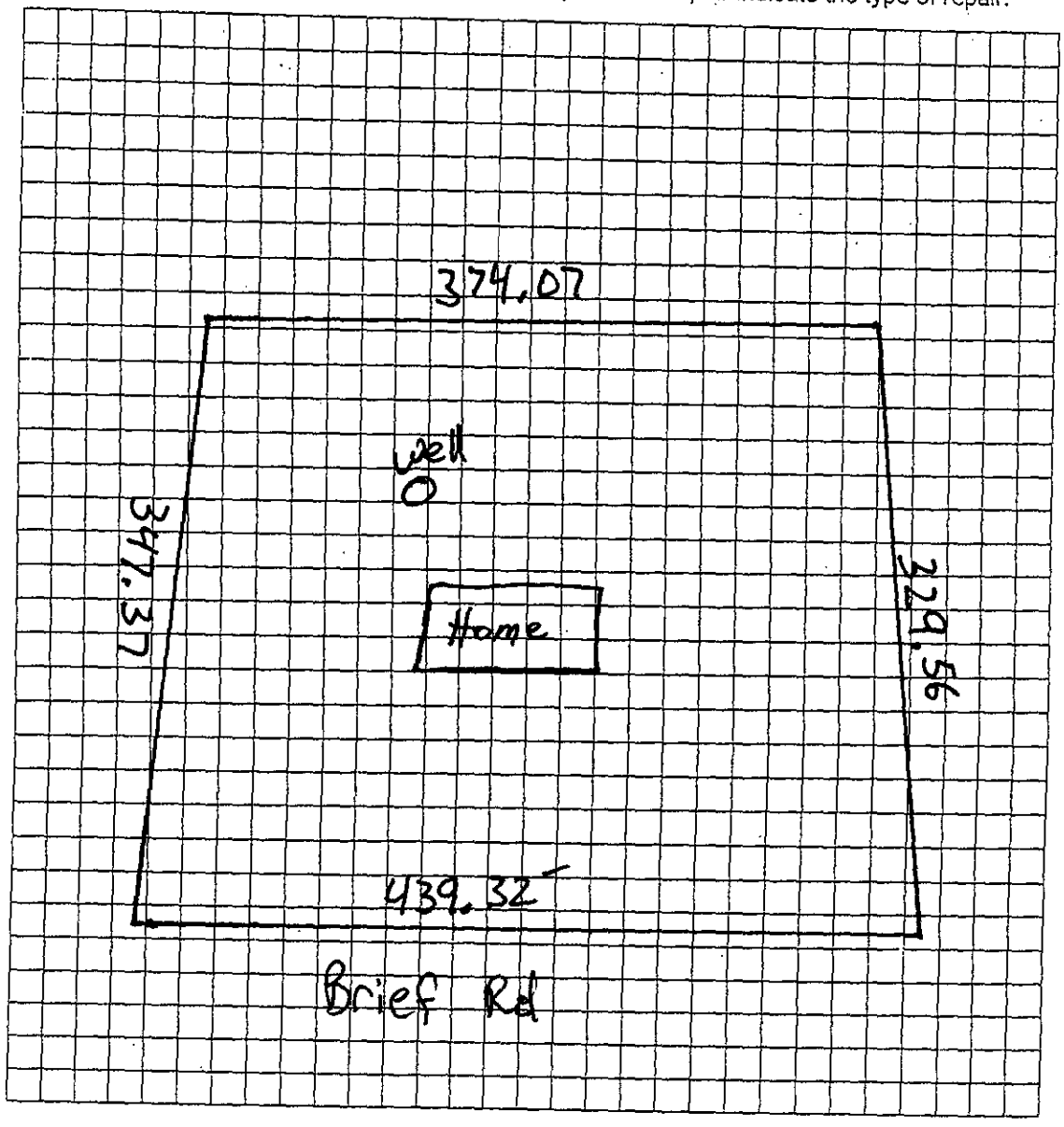
Land Sales
Land Development

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

File #_____
Date_____

PROPOSED PLOT PLAN Lot 1

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



Owner/Agent Signature Jeff Casey

Date 8-7-06

LBC 12/15/04

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: *This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. 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) with the New Construction Addendum (Form 2A3).*

Alicia J. Casey hereby offers to purchase and Faye T Allen, as Buyer, 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 following terms and conditions:

1. REAL PROPERTY: Located in the City of N/A, Mecklenburg and Union, County of Street Address 12612 Brief Road Mint Hill, N.C., State of North Carolina, being known as and more particularly described as: Subdivision Name N/A Containing 32.79 acres Zip 28227 Plat Reference: Lot N/A, Block or Section N/A Plat Book or Slide N/A at Page(s) N/A as shown on

NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, 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.

2. PURCHASE PRICE: The purchase price is $ 600,000.00 and shall be paid as follows:

(a) $ 20,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Wall Street Realty Inc ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) $ See Attachment B, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ See Attachment B, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☑ Other: See Attachment B loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) 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 % of the loan amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy

Buyer Initials _____ Seller Initials _____

of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for single family residential subdivision purposes ("Intended Use").

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

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable 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.

4. SPECIAL ASSESSMENTS: 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: None

(Insert "None" or the identification of such assessments, if any.) 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, if any, unless otherwise agreed as follows: None

5. 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 $ N/A per N/A.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ N/A, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. 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.

8. 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.

9. 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 See Attachment "A", at a place designated by Buyer. The deed is to be made to Alicia J. Casey or Assigns.

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

10. 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.

11. SEWER SYSTEM (check only ONE): See Attachment "A"

☐ 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.

☐ Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

☐ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other _____ ground absorption sewage system for a _____ bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than _____. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until _____, ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. SOIL, WATER, 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 and water 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 shall have until See Attachment "A", ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

13. 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 the Property, and performing the tests and inspections permitted in Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. 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. Notwithstanding the foregoing, Seller shall 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.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) Attachment "A" See Addendum #1 Attachment "B" Exhibit A

J.R. 4-8-06

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

16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

17. 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.

18. 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.

19. 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.

Buyer Initials _____ Seller Initials _____

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20. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having 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: 4-6-06 Date: 4-8-06

Buyer Alicia J Casey (SEAL) Seller [signature] (SEAL)

Date: Date:

Buyer (SEAL) Seller (SEAL)

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

Date 4-08-2006 Firm: Wall Street Realty LLC

By: Edith A. Brotherton B.R.C.
(Signature)

Selling Agent/Firm/Phone Wiley W. Jones / Land Sales, Inc. / 704-366-8891
Acting as ☑ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Edy Brotherton / Wall Street Realty, LLC / 704-573-8608
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

© 7/2002

OTHER PROVISIONS AND CONDITIONS

ATTACHMENT "A"

Seller is informed that Land Sales, Inc. (a real estate brokerage firm) and/or its officers, agents and employers who have dealt with Seller, may have a financial interest in the property at and following the closing.

Any property tax liability, including roll back taxes, against subject property for periods prior to the closing shall be the responsibility of the Seller. Current taxes will be prorated at closing.

This contract is subject to there being no governmental, regulatory, deed restriction or zoning requirements in existence affecting the use of said property other than it being located mostly within the jurisdiction of the Town of Mint Hill and being zoned Rural. If there is any change concerning zoning or said use prior to closing, this offer, at the decision of the Purchaser, may become null and void, and the binder will be returned to said Purchaser.

The land shall be evaluated by the Purchaser for the installation of individual septic tank systems. These tests are to be completed within 90 days of the acceptance of this contract, and the results of these tests shall be satisfactory to the Purchaser. If the evaluation is not satisfactory to the Purchaser, this offer to purchase will at that time become null and void and said binder will be returned to Purchaser. Purchaser may consider alternative sewage disposal methods that may become available and be satisfactory to Purchaser. Any expense involved in this evaluation will be Purchaser's responsibility.

The soil tests are to be completed within ninety (90) days from the acceptance date of this offer. Upon the Purchaser finding the results satisfactory, the Seller will be notified so that the Seller can provide the Purchaser with a current boundary of the property. Should the acreage vary by more than 0.20 acres from the 32.79 acres, the price will be adjusted accordingly.

Seller gives Purchaser and/or his contractors and agents the right to be on the property for soil testing, surveying, evaluating, designing, planning, etc. for a residential subdivision.

This contract is contingent upon the Town Board of Mint Hill approving the Sketch Plan for the proposed subdivision and all required governmental approvals be granted to develop the property for residential single-family use.

This contract is subject to there being no hazardous substance contamination existing on any of the property and that it is understood and agreed that the Purchaser is not assuming any of the Seller's hazardous substance cleanup liabilities nor is the Purchaser waiving any claims against the Seller for cleanup costs incurred should contamination exist on the property prior to the date of title transfer.

Closing shall be on or before thirty (30) days after the Town Board of Mint Hill has approved the subdivision Sketch Plan.

In the event the Seller fails to close this transaction and/or in any way violates the terms of this contract, it is understood and agreed that the Seller will assume and/or pay any and all expenses incurred by the Purchaser which relate directly to the purchase of said property. In the event the Purchaser fails to close this transaction and/or in any way violates the terms of this contract, it is understood and agreed that the Seller will not assume and/or pay for any expenses incurred by the Purchaser.

The $20,000.00 earnest money deposit will become non-refundable to Buyer at the end of the 90-day inspection period. The Seller will grant 90-day extensions for the closing, provided the Buyer pays the Seller $7,500.00 in advance for each extension requested. The money paid for each extension will count towards the purchase price at closing.

This offer shall expire at 12:00 midnight on the 9th day of April, 2006.
See Addendum #1 - amending this attachment

ABC 4-8-06

Purchaser: Alicia Casey

Date: 4-6-06

Seller: Inyo Khan

Date: 04-08-06

(3 Hours) Consultation Only* (Note. Bill Please call Paul to Set up good time to meet.)

PID# 19715501

GWS – RES. APP 07/05

SEPTIC FEE: 300.00
DATE: 6/2/06
CRT [ ] check # 2038 JKA

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

FILE # 65746

WELL FEE: _____
DATE: _____
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☒ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 19715501
STREET ADDRESS: 11612 Brief Rd
CITY: Mint Hill
STATE: NC ZIP:
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 34ac
TOWNSHIP:

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

consultation mailed 6-20-06 W. Jones, J. Casey, P. Pennington Present N/A NW 6-23-06

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☒ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☐ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☐ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☐ NO	DESIGNATED WETLANDS	☐ YES	☐ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☐ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☐ NO

[redacted]:
NAME: Jeff Casey (Land under Contract)
ADDRESS: 4508 Lenox Hill Place
CITY: Charlotte
STATE: NC ZIP: 28269
HOME PHONE: 704-548-8314 WORK PHONE:
*MOBILE PHONE: 704-575-3345 FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: Buyer
NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Jeff Casey 6-2-06
Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

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

Bill & will be out there also. Thanks Jeff Casey

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 08/16/11
Receipt #: 73860
Check / Auth #: CHECK 1397
Received By: BEACHMS

Amount: 200.00
Tendered: 200.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: ALAN LITTLE
Attn: ALAN LITTLE
Address: 8118 CONCORD HWY
Address:
City/State/Zip: MONROE, NC 28110

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 11604 BRIEF ROAD		1	200.00	200.00

----------Outstanding Balances----------

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	08/16/11	**Amount:**	200.00
Receipt #:	73859	**Tendered:**	200.00
Check / Auth #:	CHECK 1397	**Returned:**	0.00
Received By:	BEACHMS		

Account Information

Account #: 200000
Contractor: ALAN LITTLE
Attn: ALAN LITTLE
Address: 8118 CONCORD HWY
Address:
City/State/Zip: MONROE, NC 28110

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 11604 BRIEF ROAD		1	200.00	200.00

----------Outstanding Balances----------

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

All fees are paid 8/16/11

What is next step?

Kelly,

Please call Alan Little Platt plan is correct

- Tax Parcel # Is ~~Not Correct~~ his correct
- Permit will expire Sept. 7th
- Does not want to pay for another soil evaluation