

16343 STINSON COVE RD

00101338

1/8/2008

duponbj

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

FEE: 300.00
DATE: 9/16/04
UC payment JBA

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

ACS

PERMIT NUMBER: 5639B
PARCEL NUMBER: 00101338

JOB LOCATION ADDRESS: 16343 Stinson Cove road
PROPERTY OWNER: James W. Donoghue
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 08/13/04

Jeremy Michelone R.S.
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5639B, 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 THE 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 CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.

5. OTHER CONDITIONS:
   Install system according to engineered plans on file.

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5639B** Tax Number: **00101338**

- 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

Primary Wastewater System

Type: ☐ 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:

0.3 Long-term acceptance rate (GPD/ft^2)	**360** Max gallons/day *wastewater flow*	**618** Absorption Area (ft^2)	**9** Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	**1500** Gallon septic tank	**206** Total trench length (ft)	**28** Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	**1500** Gallon pump tank	**NA** Depth of stone (in)	

Any surface water present: **YES** Type: **Lake Norman** Minimum separation distance (ft): **50**

Additional conditions: **Property does not require 100% repair. Agreement forms on file before CA release. Certified Operator contract on file before OP release.**

Repair Area System

Type: ☐ 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:

NA Absorption Area (ft^2) **NA** Total trench length (ft)	**NA** Depth of stone (in)	__ Trench spacing (min. on centers) (ft)	**30** Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HELTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The 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.

Thomas Mathis R.S. 8/13/04
DENR/DEH Authorized Agent Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, NC 28202
(704) 336-5103

James W Donaghue 8/16/04
Owner/Agent Signature Date

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

FILE COPY

S&EC

Soil & Environmental Consultants, PA

236 LePhillip Court, Suite C • Concord, North Carolina 28025 • Phone: (704) 720-9405 • Fax: (704) 720-9406

www.SandEC.com

APPROVED 8/13/04 5PM

Attached is a proposed design for a 3 bedroom Prefabricated Permeable Block Panel System using pressurized distribution for Jim Donoghue for Stinson Cove in Huntersville, NC

Contents: **Page**

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Project #:5-1444s1
Design by: Wendell Overby
August 6, 2004

Greensboro Office:
3817-E Lawndale Drive
Greensboro, NC 27455
Phone: (336) 540-8234
Fax: (336) 540-8235

Hickory Area Office:
622 Coon Mountain Lane
Taylorsville, NC 28681
Phone: (828) 635-5820
Fax: (828) 635-5820

Raleigh Office:
11010 Raven Ridge Road
Raleigh, NC 27614
Phone (919) 846-5900
Fax: (919) 846-9467

INFORMATION FOR THE INSTALLER:

- The permit should be read very carefully prior to bidding. The following are details that must be considered along with all other considerations.
- Tanks shall be approved by DEHNR, and certification supplied by the manufacturer.
- Tanks shall be water tested prior to installation.
- The installer shall be responsible to the owner for placement of the tanks and to insure that final grades are returned to the original natural grade, with exception of added structural features.
- The supply trench shall be compacted to eliminate cavities left during initial fill placement.
- Installation of the system shall be during dry conditions in order to protect the soil structure.
- All fittings shall be pressure rated fittings.
- All joints shall be cleaned with PVC pipe cleaner and a heavy bodied glue applied to weld all joints.
- Where required by the county health department, post installation inspections by the designer must be scheduled 5 week days in advance.
- Trenches shall be carefully excavated so the bottom is within 2" from the highest to the lowest points of elevation within the trench. If the bottom elevation needs adjusting after it has been trenched, it will be done by removing high points rather than filling low points. It is extremely important to insure that trenches are not over excavated during initial trenching. All fine grading within the trench will be hand done with a shovel. No loose material will be left in the trench
- All pipe openings in the tanks shall be properly grouted. This also applies to the joints around the riser.
- All tanks shall be properly back filled and compacted to prevent slump at a later date.
- Earth dams, constructed of relatively impervious material, shall be installed at the beginning and end of each lateral.
- No heavy equipment shall be used on the field during or after installation. The use of a small loader (i.e. Bobcat) or a trencher (i.e. Ditch Witch 2300/2310) may be used for installation.
- Elevations at pinflag locations should be checked by the installer prior to beginning trenches.
- Pumptank riser should be 6" above grade, control panel should be 12" above grade.
- Septic tank riser shall be a minimum of 6" above finished grade.
- System is specified as a panel block system with no repair
- Trench walls should be raked and limed. Trenches 36" wide
- Install 2" gate valve at start of each lateral
- 1- 5/32" hole drilled for each panel block

PPBPS SYSTEM FOR WASTEWATER TREATMENT

Owner's name: James Donoghue **Phone:** 704 241-0778
Mailing address: 8714 Camberly Road
Huntersville, NC 28078
System location: Stinson Cove, Huntersville
Tax ID #: 00101338 **Deed Book:**
Township: Huntersville **County:** Mecklenburg
Source of Wastewater Flow: 3-bedroom home
Estimated Daily Wastewater Production: 360 gpd
System Flow:25.01 gpm

DESIGN PARAMETERS

Drainfield size: 206 linear ft. **Loading rate:** .3 gpd/ft²
Number of Panels 50
Trench depth: 28" below natural soil surface **Hole size** 5/32"
Trench width: 36" **Hole spacing:** 1 per panel
Septic tank size: 1500 gal **Pump tank size:** 1500 gal
Supply line volume: 17.4 gal **Pump tank dimensions:** Stay Rite 10.5'x5' (or other NCDENR approved 1500 gal pump tank
Supply line length: ~75' **Approx. pump tank draw down:** Stay Rite is 32.7 gal/in-will vary based on tank dimensions
Supply line diameter: 2" **Combined lateral line volume:** 24 gal
Supply line pressure rating: SCH 40 **Dosing volume:** 180 gal
Supply manifold: 3"sch40
Supply manifold length: Total Length ~42'
Supply manifold volume: 16.1 gal **Elevation head:** 11'
Recommended float controls: SJE Pumpmaster **Pressure head:** 2.0'
Threaded union: in tank **Friction head:** 1.27'
Gate valves: 2 in box, 1 per lateral, 1 in tank **Total dynamic head:** 14.27'
Check valves: 1 in tank,
Anti-siphon hole: No
Recommended high water alarm: SJE Rhombus panel and floats
Recommended Pump: Myers, effluent pump, series ME50, 1/2hp or approved equal
Additional Comments: Soil suitability performed by Soil and Environmental Consultants and Mecklenburg County Health Department.

Stinson Cove

Project No. 5-1444s1

LAYOUT FOR 3 BEDROOM HOME — August-04

LINE #	FLAG COLOR	BS	HI	FS	ELEVATION	FLAGGED LINE LENGTH
TBM		9.5			100.0	
INSTR. 1			109.5			
1	BLUE			1.70	107.8	32
2	PINK			3.10	106.4	49
3	RED			4.10	105.4	54
4	YELLOW			4.80	104.7	43
5	BLUE			5.70	103.8	28
					Total	**206**

	LINE LENGTH	LTAR GPD/FT²	SYSTEM TYPE	SOIL LTAR GPD/FT²	INNOVATIVE SYSTEM	DISTRIBUTION
* System	206	0.30	PANEL	0.30		LPP

Repair NONE

Notes:

** TBM located on top of back left EIP.
**TBM is assumed to be 100'
**All measures in feet
**Nitrification lines are demonstrated on contour via colored pin flags
**BS, HI, and FS indicate rod readings

DESIGN SPECIFICATIONS (CONT.)

LINE	# PANELS	#HOLES/ PANEL	HOLE SIZE	LINE HEAD	LINE LENGTH	LINE FLOW
1	7	1	5/32"	2'	32	2.87
2	11	1	5/32"	3.4'	49	5.83
3	13	1	5/32"	4.4'	54	7.8
4	10	1	5/32"	2	43	4.1
5	9	1	5/32"	2.9	38	4.41
TOTAL	50	50			216	25.01

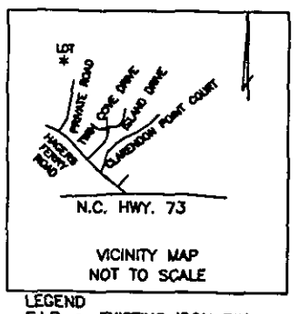
THIS IS TO CERTIFY THAT ON THE 24th DAY OF JUNE 20 04 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED _____

B. B. PEARR & ASSOCIATES, REGISTERED SURVEYORS
430 HAWTHORNE LANE
CHARLOTTE, N.C. 28204
TEL. (704) 376-2186

CHK'D	DRAWN	REVISED
AC	JDH	

JULY 14, 2004 TO CHANGE REFERENCE FROM CORNELIUS TO HUNTERSVILLE.
JULY 23, 2004 TO CHANGE 8' SIDE SETBACK TO 10' & 25' SETBACK TO 40'.



VICINITY MAP
NOT TO SCALE

LEGEND
E.I.P. = EXISTING IRON PIN
N.I.P. = NEW IRON PIN
R/W = RIGHT OF WAY
C/L = CENTER LINE
EOP = EDGE OF PAVEMENT
EN = EXISTING PK NAIL

AREA:
30610 SQ.FT.
OR 0.7027 ACRE

SURVEY OF:
0.7027 ACRE PARCEL AS SHOWN

THE TOWN OF HUNTERSVILLE, LEMLEY TOWNSHIP, MECKLENBURG COUNTY, N.C.

PREPARED FOR JAMES DONOGHUE

SCALE 1" = 40'

MAP BOOK _____ PAGE _____

DEED BOOK 2654 PAGE 59

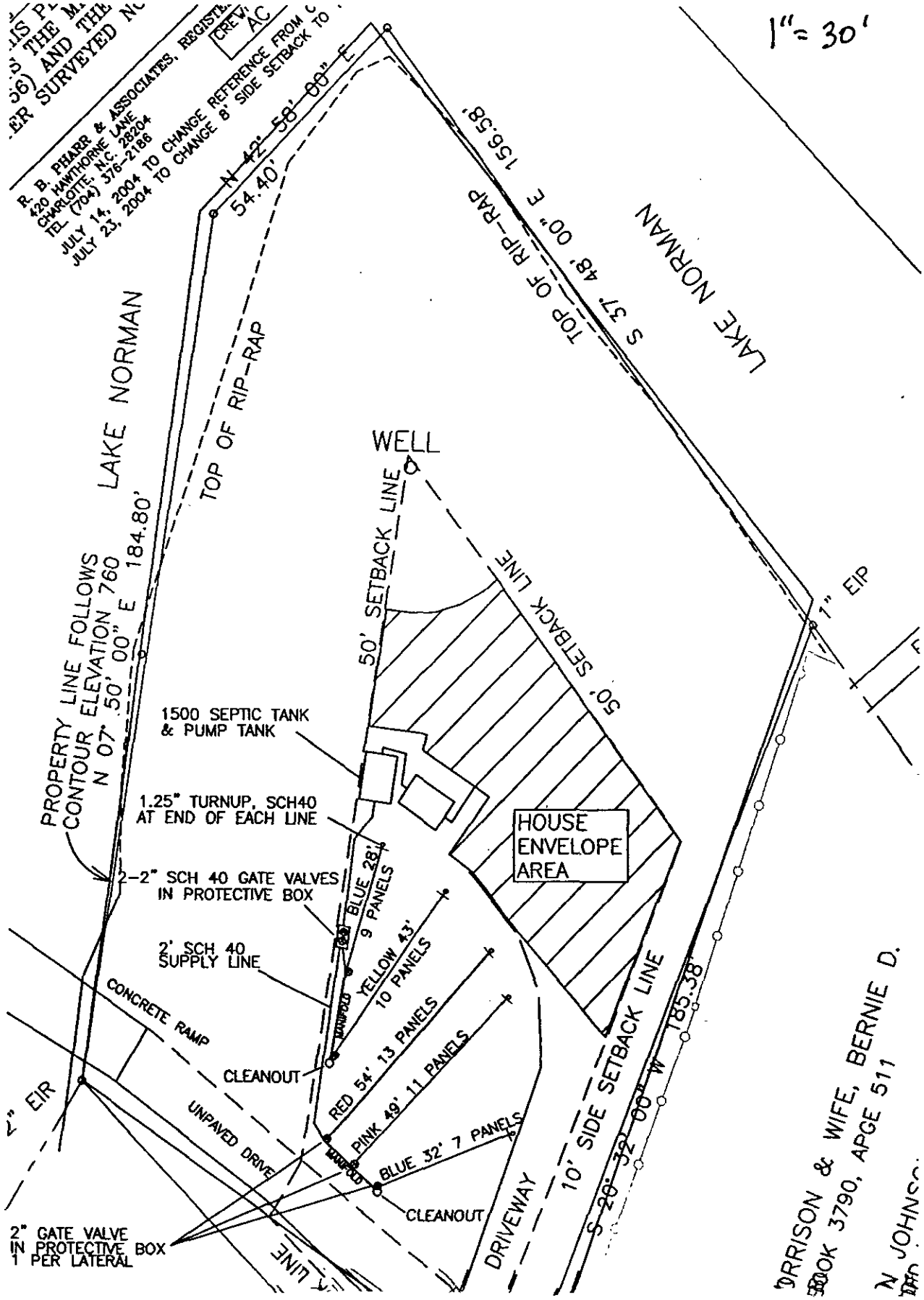
TAX NUMBER: 001-013-38

FLOOD CERTIFICATION

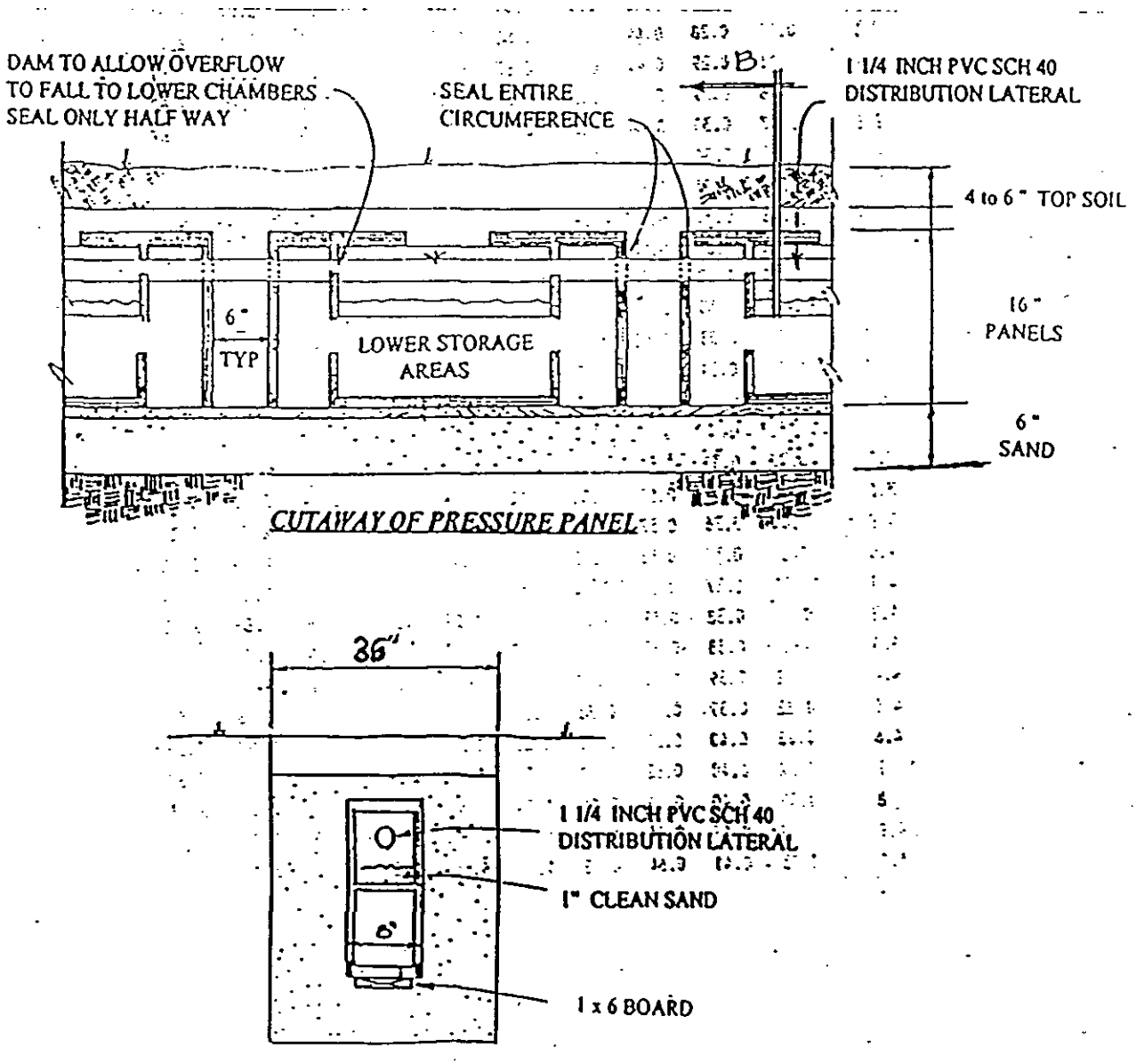
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED FEBRUARY 4, 2004.

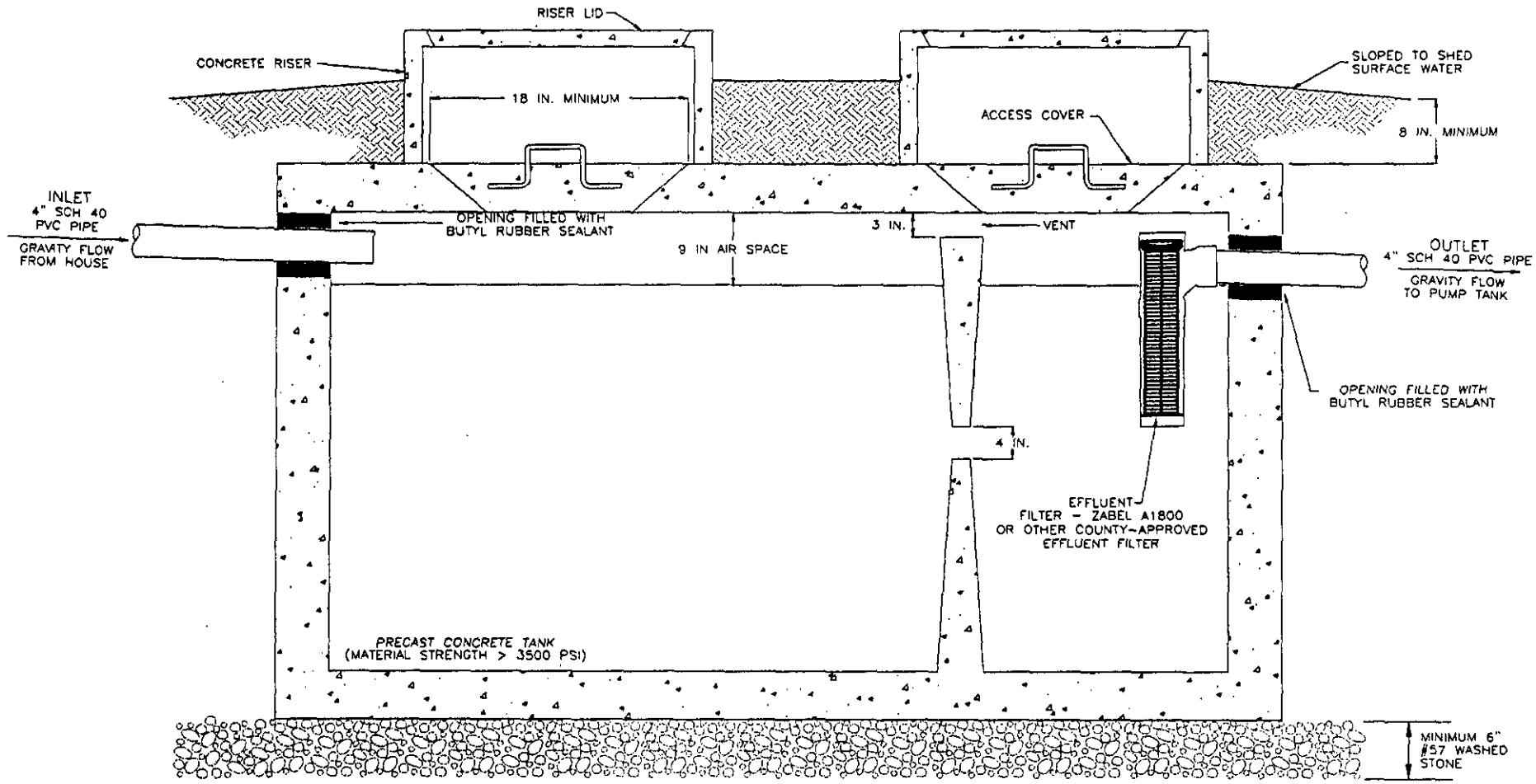
F.I.R.M. COMMUNITY 370478 PANEL 0044E ZONE AE

62218


1" = 30'
R. B. PHARR & ASSOCIATES, REGISTE
420 HAWTHORNE LANE
CHARLOTTE, N.C. 28204
TEL (704) 376-2186
JULY 14, 2004 TO CHANGE REFERENCE FROM C
JULY 23, 2004 TO CHANGE 8' SIDE SETBACK TO
CREW: AC
ER SURVEYED NO
N 42° 58' 00" E
54.40'
TOP OF RIP-RAP
S 37° 48' 00" E 156.58'
LAKE NORMAN
LAKE NORMAN
PROPERTY LINE FOLLOWS CONTOUR ELEVATION 760
N 07° 50' 00" E 184.80'
WELL
50' SETBACK LINE
50' SETBACK LINE
1" EIP
1500 SEPTIC TANK & PUMP TANK
1.25" TURNUP, SCH40 AT END OF EACH LINE
HOUSE ENVELOPE AREA
2-2" SCH 40 GATE VALVES IN PROTECTIVE BOX
BLUE 28' 9 PANELS
2" SCH 40 SUPPLY LINE
YELLOW 43' 10 PANELS
CONCRETE RAMP
CLEANOUT
RED 54' 13 PANELS
PINK 49' 11 PANELS
UNPAVED DRIVE
BLUE 32' 7 PANELS
CLEANOUT
2" GATE VALVE IN PROTECTIVE BOX 1 PER LATERAL
DRIVEWAY
10' SIDE SETBACK LINE
S 20° 32' 00" W 185.38'
DRRISON & WIFE, BERNIE D.
BOOK 3790, APGE 511
N JOHNSO

PRESSURE PANEL DRAWING





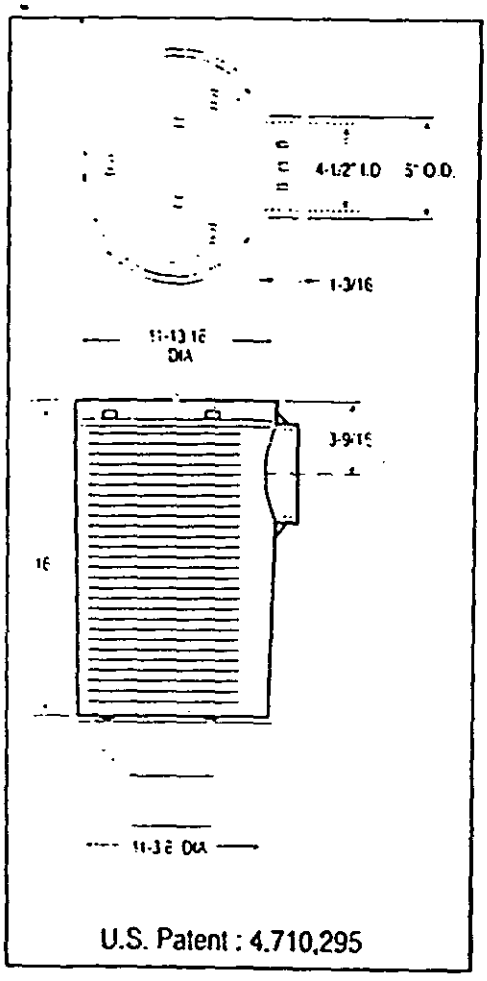
NOTES

1. TANK DIMENSIONS VARY BY MANUFACTURER.

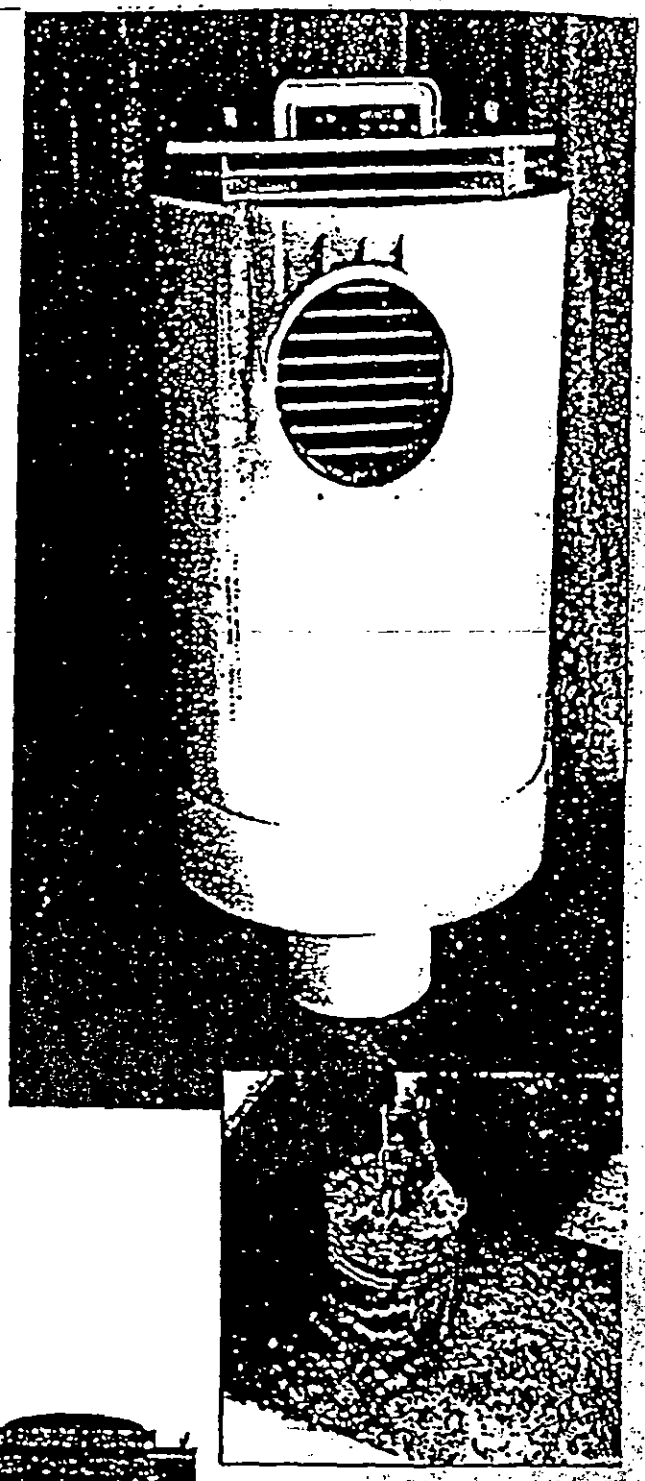
1500 GALLON SEPTIC TANK

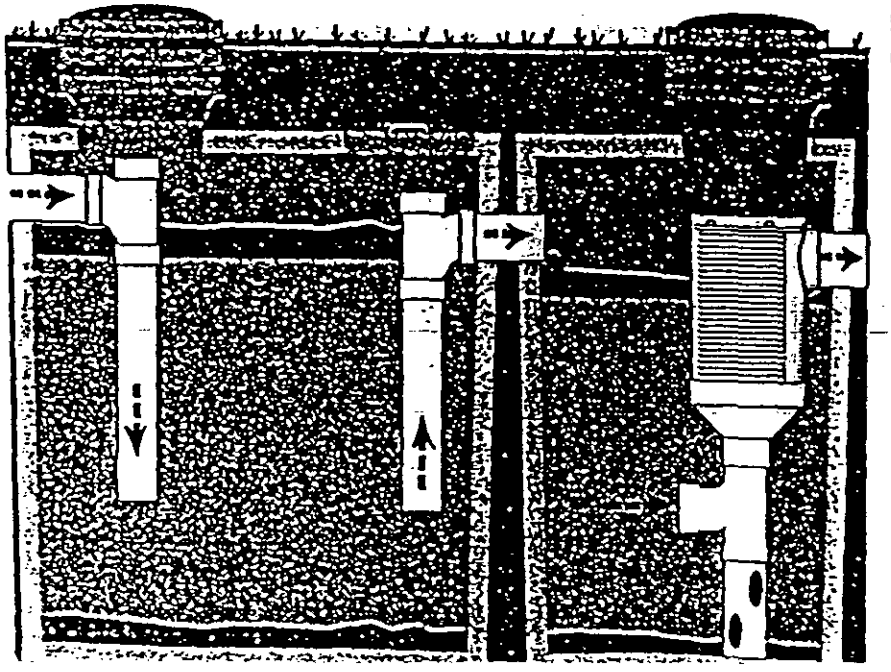
PROJECT NO. 4591	PROJECT NAME: **Stinson Cove**	S&EC Soil & Environmental Consultants, Inc.
PROJECT MGR.		11010 Raven Ridge Road Raleigh, North Carolina 27614 Phone: (919) 846-3900 Fax: (919) 846-9467
SCALE NTS	SHEET TITLE: SEPTIC TANK DIAGRAM	Web Page: www.SandEC.com

A300
Commercial&Residential Wastewater Filter



U.S. Patent : 4,710,295





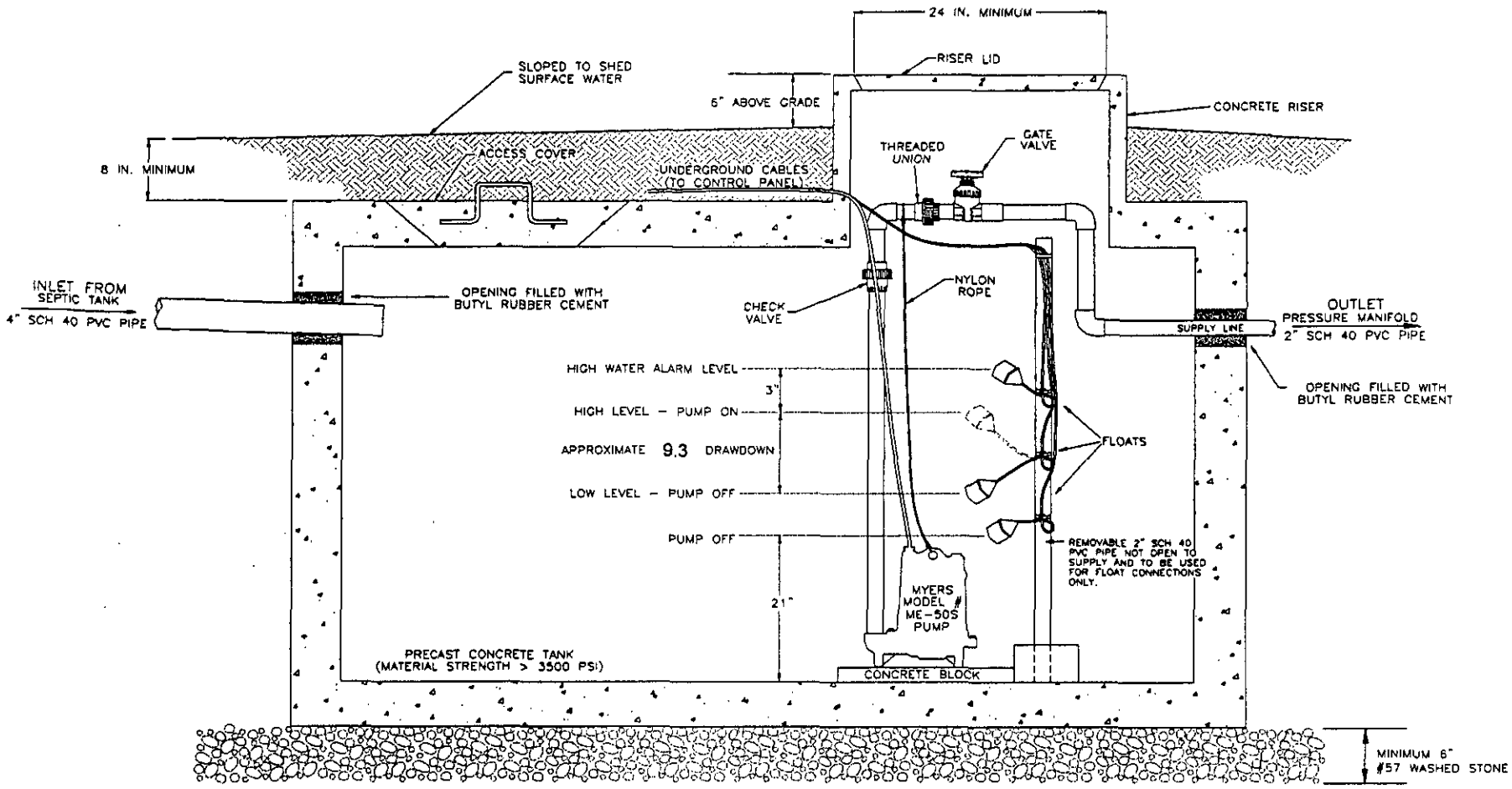
A-300 PRICES ON PAGE

Zabel A300 Series High Strength Industrial & Commercial Effluent Filter Product Specification

1. Product Name: Zabel A300 Industrial & Commercial Wastewater Filter, U.S. Patent: 4,710,295
2. Model Numbers: A300 Case & Cartridge & Reducer; A301 Cartridge Only; A300-HIP Case & Cartridge & Reducer; A301-HIP Cartridge Only
3. Applications: Grease: restaurants; Hair: dog kennels, beauty shops, zoo facilities; Lint: Laundromats; Food processing: wineries, bakeries; Animal wastes: poultry, hog & cattle farms; Apartments, trailer parks, schools, churches, shopping centers, and offices; Septic dump stations and community treatment plants; Single and Multi-family homes
4. Performance Specification
   4.1. Model A300: Maximum daily flow - 3,500 gpd, 7.5 gpm
   4.2. Model A300-HIP: Maximum daily flow - 4,500 gpd, 11.25 gpm
   4.3. Multiple Filters may be installed in manifolds to handle larger flows than those shown above. A Zabel Flow Control Plate Model FC100 is available to set the effluent flow of a single filter to pre-determined limits.
   4.4. TSS: Reductions in TSS within six months of installation - 50 to 90 percent. The higher the unfiltered TSS, the greater the percentage of reduction.
   4.5. BOD_5: Reduction in BOD_5 within six months of installation - 20 to 45 percent is dependent on the make up of the wastewater.
5. Materials: All materials are non-corrosive.
   5.1. Case & Lid - PVC; Filter discs - Polystyrene; Rods - Polyethylene; Nuts - Nylon
6. New System Installation: Center the top of the 12 inch Filter Case under an Outlet Access Lid opening at least 16 inches in diameter. PVC solvent weld the bell coupling connection to the 4 inch Schedule 40 PVC pipe of the tank as required by local code. Add 4 inch Schedule 40 pipe to the bottom of the reducer as needed. The PVC outlet pipe should extend at least 18 inches beyond the outside face of the tank wall. A riser to grade is recommended for all commercial and industrial installations. All filters installed in grease interceptor tanks will require additional support.
7. Existing System Installation: The filter may be installed in an existing tank if an Outlet Access Lid opening already exists and the filter can be installed without damaging the existing tank. The filter can also be installed utilizing a Zabel Filter Installation Adapter Ring Model FAR-RNG. If the existing tank cannot be used, the filter can be installed in existing systems using a Zabel Container Assembly Model CA100.
8. Service: A professional onsite service company should perform all onsite system service.
9. Service Method: Grasp the filter handle and pull the filter cartridge upward. A Zabel 36" T-Handle is available if required to reach filters below grade. The filter may be cleaned with a steam wand, chemical degreaser or disassembled for further cleaning.
10. Service Frequency: The A300 is designed to be installed in high strength waste applications. Each application will have to be monitored to determine proper service cycles. See article on "Restaurant Applications for Zabel Filters" for recommended guidelines.
11. Warranty: The A300 is warranted to be free from defects in material and workmanship for the life of the original purchaser. Zabel's liability is limited to repair or replacement of the part and in no event shall Zabel be liable for any consequential damages of any kind.

10. Dimensions:

	Diameter	Height	Filtration	Settling Area	Total Filter Surface	Total Flow Area
A300	12"	18"	1/32"	624.69 in²	1,857.6 in²	206
A300-HIP	12"	28"	1/32"	1,067.04 in²	2,908.8 in²	312



NOTES

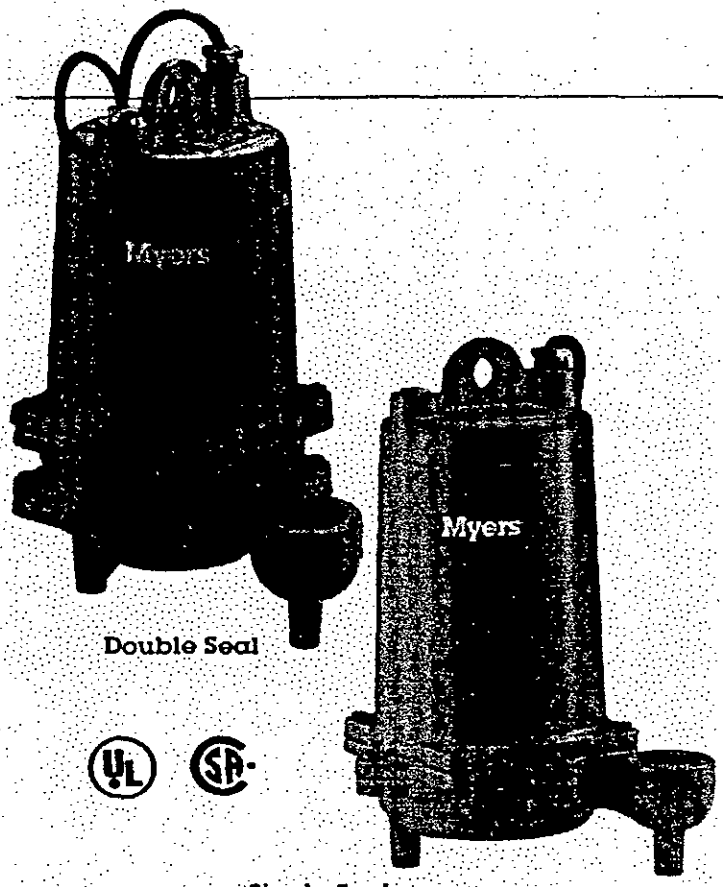
1. TANK DIMENSIONS VARY BY MANUFACTURER.
2. DRAWDOWN WILL VARY WITH TANK DIMENSIONS. DRAWDOWN SHOWN BASED ON 21 GALLONS PER INCH.

1500 GALLON PUMP TANK

PROJECT NO. 4591 PROJECT MGR.	PROJECT NAME: Stinson Cove	S&EC Soil & Environmental Consultants, Inc. 11010 Raven Ridge Road Raleigh, North Carolina 27614 Phone: (919) 846-9900 Fax: (919) 846-9467 Web Page: www.SandEC.com
SCALE NTS	SHEET TITLE: PUMP TANK DIAGRAM	

ME SERIES

1/2 through 1-1/2 HP
Effluent Pumps



Double Seal

Single Seal

THE MYERS ME SERIES EFFLUENT PUMPS ARE DESIGNED SPECIFICALLY FOR TODAY'S EFFLUENT PRESSURE DISTRIBUTION MOUNDS, TRENCHES AND HIGH FLOW DRAINAGE APPLICATIONS. The ME Series effluent pumps with their efficient two vane, enclosed impellers, provide the ideal performance for optimum dosing. ME Series pumps are constructed of only corrosion resistant materials like cast iron, stainless steel and thermoplastics to assure that they will perform for years to come in the harsh effluent environment and drainage applications. For more information, call your Myers distributor today or the Myers Ashland, Ohio sales office at 419/289-1144.

ADVANTAGES BY DESIGN

IDEAL FOR USE IN MOUND AND TRENCH PRESSURE DISTRIBUTION SYSTEMS

- High efficiency, two vane, enclosed impeller provides ideal performance for most efficient dosing.
- Impeller passes full ¾ inch solids.
- Enclosed impeller design eliminates possibility of jamming or corrosion between impeller and volute.

DURABLE MOTOR WILL DELIVER MANY YEARS OF RELIABLE SERVICE

- Oil-filled motor for maximum heat dissipation and constant bearing lubrication.
- *High torque, permanent split capacitor (PSC),* single phase motors. No starting switches or relays to wear out.
- Optional seal leak probe warns of seal leak condition. *(Dual seal motors only.) Helps prevent* costly motor damage.
- Motors have on winding current and temperature sensitive overload. (Single phase only.)

THE ME SERIES EFFLUENT PUMPS ARE DESIGNED FOR YEARS OF MAINTENANCE FREE OPERATION

- Volute seal ring is replaceable. Restores pump to original performance if wear should occur.
- *Motor is held in place by 4 screws. Easily re-*moved if service is ever needed.

PRODUCT CAPAILITIES

Capacities To	120 GPM	454 LPM
Heads To	95 ft.	28.9 m
Max. Spherical Solids	¾ in.	19 mm
Liquids Handling	domestic effluent & drain water	
Intermittent Liquid Temp.	up to 140° F	up to 60° C
Motor Electrical Data	1/2 HP 115 volts, 1 ph 1/2 to 1-1/2 HP 230 volts, 1 ph 208, 230, 460, 575 volts, 3 ph oil-filled, permanent split capacitor type, 1 ph, 3450 rpm, 60 Hz	
Motor Insulation	Class B (130° C)	
Third Party Approvals	UL, CSA	
Acceptable pH Range	6-9	
Specific Gravity	.9-1.1	
Viscosity	28-35 SSU	
Discharge, NPT	2 in.	50.8 mm
Min. Sump Dia. Simplex	24 in.	61 cm
Duplex	36 in.	91.4 cm

Construction Materials	
Motor Housing, Volute	cast iron, Class 30, ASTM A48-76
Enclosed Two Vane Impeller Standard	engineered thermoplastic
Optional	bronze
Impeller Wear Ring	304 SST
Volute Sealing Ring	Buna-N
Shaft	416 SST
Power Cord	
1/2 HP 1 Ph	20 ft. 16/3 SJOW/SJOW-A
3/4 - 1-1/2 HP 1 Ph	20 ft. 14/3 SJOW/SJOW-A
All 3 Ph	20 ft. 14/4 SOW/SOW-A
Shaft Seals Standard	single carbon & ceramic
Optional	tandem carbon & ceramic
Opt. Lower	tungsten carbide
Fasteners	300 Series SST

WHERE INNOVATION MEETS TRADITION

ISO 9001 Certified Company

Myers
PENTAIR PUMP GROUP

ME SERIES

1/2 through 1-1/2 HP
Effluent Pumps

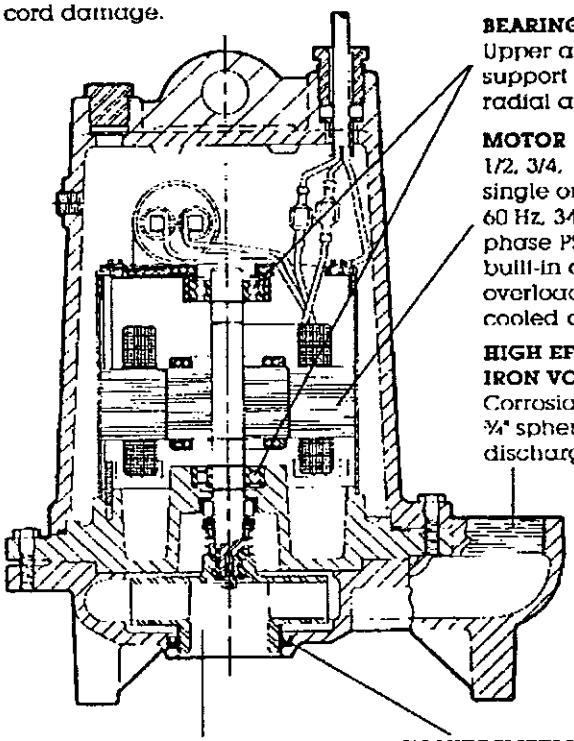
POWER CORD
Jacket sealed with compression fittings. Individual wires potted with epoxy to prevent wicking in case of cord damage.

MOTOR HOUSING
Cast iron for efficient heat transfer and corrosion resistance.

BEARINGS
Upper and lower ball support rotor. Take radial and thrust loads.

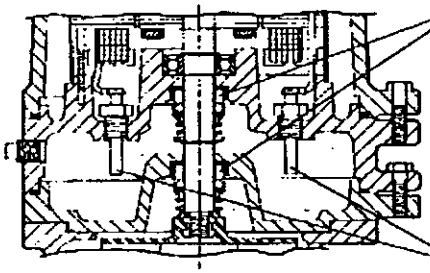
MOTOR
1/2, 3/4, 1 and 1-1/2 HP single or three phase. 60 Hz, 3450 RPM. Single phase PSC motors have built-in on winding overload protection, oil-cooled and lubricated.

HIGH EFFICIENCY CAST IRON VOLUTE
Corrosion resistant. Passes ¾" spherical solids. 2" NPT discharge.



ENCLOSED TWO VANE IMPELLER
High efficiency. Passes ¾" spherical solids with stainless steel wear ring. Optional bronze construction available.

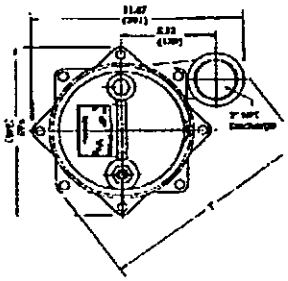
VOLUTE/IMPELLER SEAL RING
Maintains high efficiency and reduces recirculation. Replaceable.

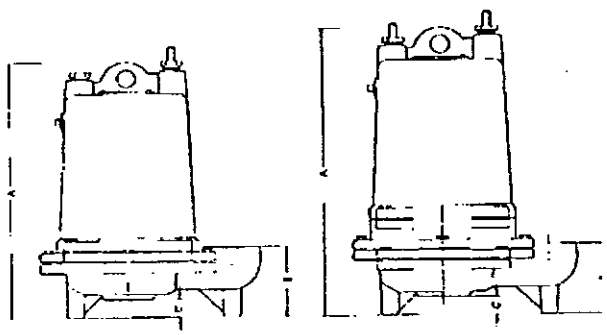


SHAFT SEAL(S)
Carbon and ceramic faces. Optional dual tandem seals. Extends motor life.

SEAL LEAK PROBES
Optional probes (dual seal only) detect water leakage in seal housing. Activates warning light.

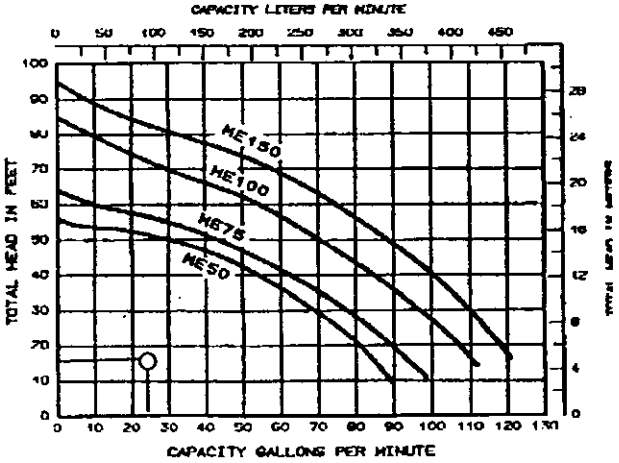
DIMENSIONS





Model Series	Inches (millimeters) A	B	C	F
ME50S	16.8 (427)	4.09 (104)	1.03 (26)	12.13 (308)
ME50D	18.6 (472)	4.09 (104)	1.03 (26)	12.13 (308)
ME75S, ME100S, ME150S	16.8 (427)	4.0 (102)	1.06 (27)	12.5 (318)
ME75D, ME100D, ME150D	18.6 (472)	4.0 (102)	1.06 (27)	12.5 (318)

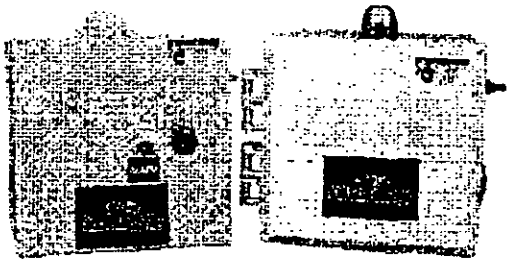
PERFORMANCE CURVE



MODEL 112 Control Panel

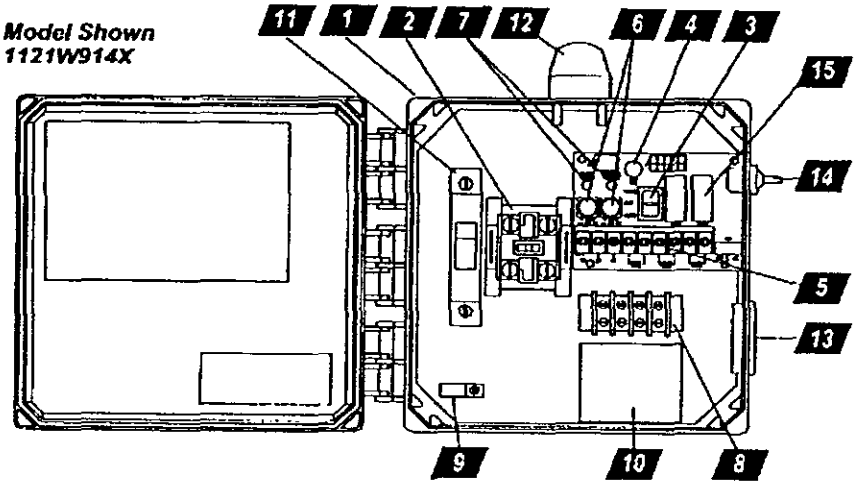
Single phase, simplex motor contactor control.

The Model 112 control panel provides a reliable means of controlling one 120, 208, or 240 VAC single-phase pump in pump chambers, sump pump basins, irrigation systems and lift stations. Two control switches activate a magnetic motor contactor to turn the pump on and off. If an alarm condition occurs, an additional alarm switch activates the audio/visual alarm system.



Indoor *Indoor/outdoor*

Model Shown
1121W914X



1. **Enclosure** measures 8 x 8 x 4 inches (20.32 X 20.32 X 10.16 cm). Choice of NEMA 1 (steel for indoor use), or NEMA 4X (ultraviolet stabilized thermoplastic with removable flanges for outdoor or indoor use).

   * Options selected may increase enclosure size and change component layout.

2. **Magnetic Motor Contactor** controls pump by switching hot electrical lines.
3. **HOA Switch** for manual pump control (mounted on circuit board).
4. **Green Pump Run Indicator Light** (mounted on circuit board).
5. **Float Switch Terminal Block** (mounted on circuit board).
6. **Alarm and Control Fuses** (mounted on circuit board).
7. **Alarm and Control Power Indicators** (mounted on circuit board).
8. **Pump Input Power and Pump Connection Terminal Block**
9. **Ground Lug**
10. **Terminal Block Installation Label**
11. **Circuit Breaker** (optional) provides pump disconnect and branch circuit protection.

STANDARD ALARM PACKAGE (other options available)

12. **Red Alarm Beacon** provides 360° visual check of alarm condition. **Note:** NEMA 1 style utilizes a door mounted indicator in lieu of a beacon.
13. **Alarm Horn** provides audio warning of alarm condition (83 to 85 decibel rating). **Note:** NEMA 1 style utilizes an internally mounted buzzer (83 to 85 decibel) in lieu of horn.
14. **Exterior Horn Test/Normal/Silence Switch** allows alarm horn to be silenced and testing of horn and light to ensure proper operation of alarm system.
15. **Horn Silence Relay** automatically resets alarm after alarm condition has been resolved (mounted on circuit board).

FEATURES

- Entire control system (panel and switches) is UL Listed to meet and/or exceed industry safety standards
- Dual safety certification for the United States and Canada
- Standard package includes three 20' Sensor Float® control switches
- Complete with step-by-step installation instructions
- Three-year limited warranty

c UL us
LISTED

SJE Rhombus CONTROLS
SJ ELECTRO SYSTEMS, INC.
PO Box 1708, Detroit Lakes, MN 56502
1-888-DIAL-SJE 1-218-847-1317
1-218-847-4617 Fax
email: sje@sjerhombus.com
www.sjerhombus.com



MODEL 112

ALARM PACKAGE
0 = select options or no alarm package
1 = alarm package (includes test/normal/silence switch, fuse, red light, horn & float)

ENCLOSURE RATING
I = Indoor, NEMA 1 (metal)
W = Weatherproof, NEMA 4X (engineered thermoplastic)

STARTING DEVICE
1 = magnetic motor contactor 120/208/240V
9 = magnetic motor contactor 120V only

PUMP FULL LOAD AMPS
0 = 0-7 FLA
1 = 8-15 FLA
2 = 16-20 FLA
3 = 21-30 FLA

PUMP DISCONNECTS
0 = no pump disconnect
1 = pull-out with safety deadfront in a 10"x8" enclosure
4 = circuit breaker

FLOAT SWITCH APPLICATION
H or L = pump down or pump up
X = no floats

OPTIONS *Listed below*

★ Options selected may increase enclosure size and change component layout.

If additional features are required, call the factory for a quote on either a Pro-Line or Engineered Custom control panel system.

CODE	DESCRIPTION
1A	Red beacon only / no audio *must select 1E if floats included*
1C	Horn only / no visual *must select 1E if floats included*
1E	Alarm float
3A	Alarm flasher
★ 4A	Low level cutout *select option 4D if floats included*
★ 4B	Red low-level indicator & alarm *must select 4A also*
4D	Low-level float
6A	Auxiliary alarm contact, form C type
★ 8A	Elapsed time meter
★ 8C	Event (cycle) counter
10E	Lockable latch - NEMA 4X
10E	Lockable latch - NEMA 1
★10F	Lightning arrester
★10K	Anti-condensation heater

CODE	DESCRIPTION
11C	NEMA 1 alarm panel *must select option 6A*
11D	NEMA 4X alarm panel *must select option 6A*
15A	Control / alarm circuit breaker *Does not include the circuit board as in standard.*
16A	10' cord in lieu of 20'
16B	15' cord in lieu of 20'
16C	30' cord in lieu of 20'
16D	40' cord in lieu of 20'
17A	SJE SignalMaster® / mounting strap ●
17B	SJE SignalMaster® / externally weighted ●
17C	Sensor Float® / internally weighted ▲
17D	Sensor Float® / externally weighted ▲
17E	Sensor Float® Mini / pipe clamp ▲
17F	Sensor Float® Mini / externally weighted ▲
19X	Door mounted pump run indicator
21A	Pumpmaster® in lieu of on/off switches ●
21B	PumpMaster® Plus in lieu of on/off switches ●
21C	Super Single® in lieu of on/off switches ▲
21D	Double Float™ in lieu of on/off switches ▲

● Mechanically-activated ▲ Mercury-activated

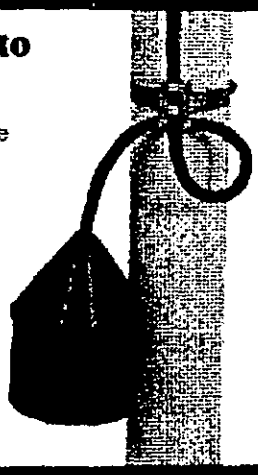
SAMPLE

MODEL	112	1	W	9	1	4	H	3A 8A
Alarm Package								
Enclosure Rating								
Starting Device								
Pump Full Load Amps								
Pump Disconnect								
Float Switch Application								
Options: Alarm Flasher, Elapsed Time Meter								

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SENSOR FLOAT® control switch

Mercury-activated, narrow-angle float switch designed to activate pump control panels and alarms.



This narrow-angle sensing device is used to accurately monitor liquid levels in sewage and non-potable water applications. The Sensor Float® control switch is not sensitive to rotation and is suitable for use with intrinsically safe circuits. Contact SJE-Rhombus regarding specific intrinsically safe applications.

Normally Open Model (high level)
The control switch turns on (closes) when the float tips slightly above horizontal signaling a high level, and turns off (opens) when the float drops slightly below horizontal.

Normally Closed Model (low level)
The control switch turns on (closes) when the float drops slightly below horizontal signaling a low level, and turns off (opens) when the float tips slightly above horizontal.

FEATURES

- Suitable for use with intrinsically safe circuits.
- Not sensitive to rotation.
- Control differential of .5 inches (1 cm) above or below horizontal.
- UL Listed for use in non-potable water and sewage.
- CSA Certified.
- Three-year limited warranty.

LR54243 LISTED 83N2

Hydraulic

OPTIONS

This switch is available:

- for normally open (high level) applications or normally closed (low level) applications.
- in standard cable lengths of 10, 15, 20, or 30 feet and 3, 5, 6, or 10 meters.
- with three mounting options that allow for flexibility in installation:

  Mounting Clamp: for applications where the switch can be attached to a discharge pipe or similar mounting device.

  Internally Weighted: for applications where the switch can be suspended from above.

  Externally Weighted: for applications where the switch can be suspended from above.

SPECIFICATIONS

CABLE: flexible 18 gauge, 2 conductor (UL,CSA) SJOW, water-resistant (CPE) jacket

FLOAT: 3.38 inch diameter x 4.55 inch long (8.58 cm x 11.56 cm), high-impact, corrosion resistant, PVC housing for use in sewage and non-potable water up to 140°F (60°C)

MAXIMUM WATER DEPTH: 30 feet (9 meters), 13 psi

MERCURY TILT SWITCH: single pole, single throw, mercury-to-mercury contacts, hermetically sealed in a steel capsule and epoxy sealed in the float housing

ELECTRICAL: 5 amp, 120/230 VAC, 50/60 Hz

CONTROLS SJE Rhombus SJ ELECTRO SYSTEMS, INC.
PO Box 1708, Detroit Lakes, MN 56502
1-888-DIAL-SJE (1-218-847-1317
1-218-847-4617 Fax
email: sje@sjerhombus.com
www.sjerhombus.com

Sensor Float® control switch installation instructions

⚠WARNING ELECTRICAL SHOCK HAZARD
Disconnect power before installing or servicing this product. A qualified service person must install and service this product according to applicable electrical and plumbing codes.

⚠WARNING EXPLOSION OR FIRE HAZARD
Do not use this product with flammable liquids. Do not install in hazardous locations as defined by National Electrical Code, ANSI/NFPA 70.

Failure to follow these precautions could result in serious injury or death. Replace product immediately if switch cable becomes damaged or severed. Keep these instructions with warranty after installation. This product must be installed in accordance with National Electric Code, ANSI/NFPA 70 so as to prevent moisture from entering or accumulating within boxes, conduit bodies, fittings, float housing, or cable.

MOUNTING THE SWITCH

1. Place the cord into the clamp as shown in Figure B.
2. Locate clamp at desired activation level and secure the clamp to the discharge pipe as shown in Figures A and B. **Note:** Do not install cord under hose clamp.
3. Tighten the hose clamp using a screwdriver. Over tightening may result in damage to the plastic clamp. Make sure the float cable is not allowed to touch the excess hose clamp band during operation.
4. Bring cable leads back to control device and wire according to Figure C.
5. Check installation. Allow system to cycle to insure proper operation.

Note: All hose clamp components are made of 18-8 stainless steel material. See your SJE-Rhombus supplier for replacements.

Figure A

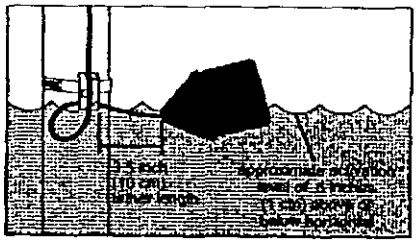
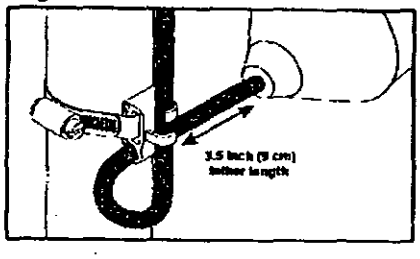


Figure B



INTERNAL WEIGHT

1. Determine desired activation level.
2. Suspend switch 7 inches (18 cm) below desired activation level as shown in Figure D. Switch remains partially submerged during the "on" tipping action. Switch can be totally submerged and still continue to operate properly.
3. Wire cable leads directly into control device as shown in Figure C.
4. Check installation. Allow system to cycle to insure proper operation.

Figure C - Wiring Diagram

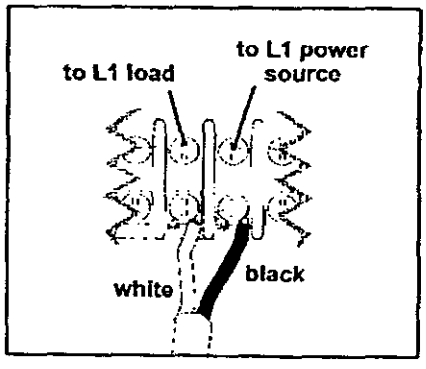
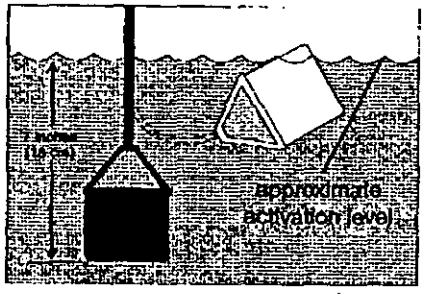


Figure D



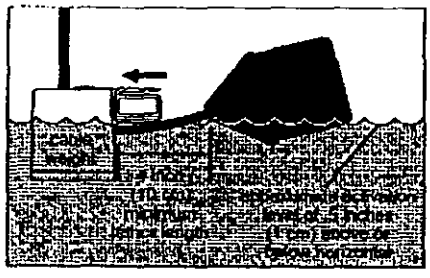
CABLE WEIGHT

1. Determine desired activation level.
2. Suspend switch and cable weight at desired activation level as shown in Figure E.
3. Wire cable leads directly into control device as shown in Figure C.
4. Check installation. Allow system to cycle to insure proper operation.

Cable weight is attached to switch cable at the factory. To adjust:

1. Release clip.
2. Adjust cable weight to desired position.
3. Lay switch cable in weight channel.
4. Align clip with weight channel and slide towards switch cable as shown in Figure E.
5. Snap clip snugly up to cable, moving clip to tightest possible position.

Figure E



SJE Rhombus CONTROLS
SJ ELECTRO SYSTEMS, INC.
22650 County Highway 6 ■ P.O. Box 1708 ■ Detroit Lakes, Minnesota 56502 USA
1-888-DIAL-SJE (1-888-342-5753) ■ Phone: 218-847-1317 ■ Fax: 218-847-4617
E-mail: sjc@sjerhombus.com

Instl. Instr. PN 1009646A
Cat. Page PN 1009509A

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Printed in USA 03/00

Maintenance of Sewage Systems

15A NCAC 18A .1961 (b) states:

(b) System management in accordance with Tables V(a) and V(b) of this Rule shall be required for all systems installed or repaired after July 1, 1992. After July 1, 1992 system management in accordance with Tables V(a) and V(b) shall be required for all existing Type V and Type VI systems.

(1) After July 1, 1992, no Improvement Permit shall be issued for Type IV, Type V, or Type VI systems, unless a management entity of the type specified in Table V(b) is specifically authorized, funded, and operational to carry out this management program in the service area where the proposed system is to be located.

(2) A local health department may be a public management entity for systems classified Type IV, V(a) and V(b) only when specifically authorized by resolution of the local board of health.

(3) A contract shall be executed between the system owner and a management entity prior to the issuance of an Operation Permit for a system required to be maintained by a public or private management entity . The contract shall include the specific requirements for maintenance and operation, responsibilities of the owner and system operator, provisions that the contract shall be in effect for as long as the system is in use, and other requirements for the continued proper performance of the system. It shall also be a condition of the Operation Permit that subsequent owners of the system execute such a contract.

(4) Inspections of the system shall be performed by a management entity at the frequency specified in Table V(b). The management entity shall report the results of their inspections to the local health department at the specified reporting frequency. However, where inspections indicate the need for system repairs, the management entity shall notify the local health department within 48 hours in order to obtain an Improvement Permit for the repairs.

(5) The management entity shall be responsible for assuring routine maintenance procedures in accordance with the conditions of the Operation Permit and the contract.

(6) Sewage systems with multiple components shall be classified by their highest or most complex system type in accordance with Table V to determine local health department and management entity responsibilities.

(7) Sewage systems not identified in this Rule shall be classified by the Division of Environmental Health after consultation with the appropriate commission governing operators of pollution control facilities.

(8) The local health department shall routinely review the performance and operation reports submitted in accordance with Table V(b) of this Rule and shall perform an on-site inspection of the systems as required in Table V(a).

(9) Nothing in this Section shall preclude any requirements for system operators imposed in accordance with Article 3 of G.S. 90A.

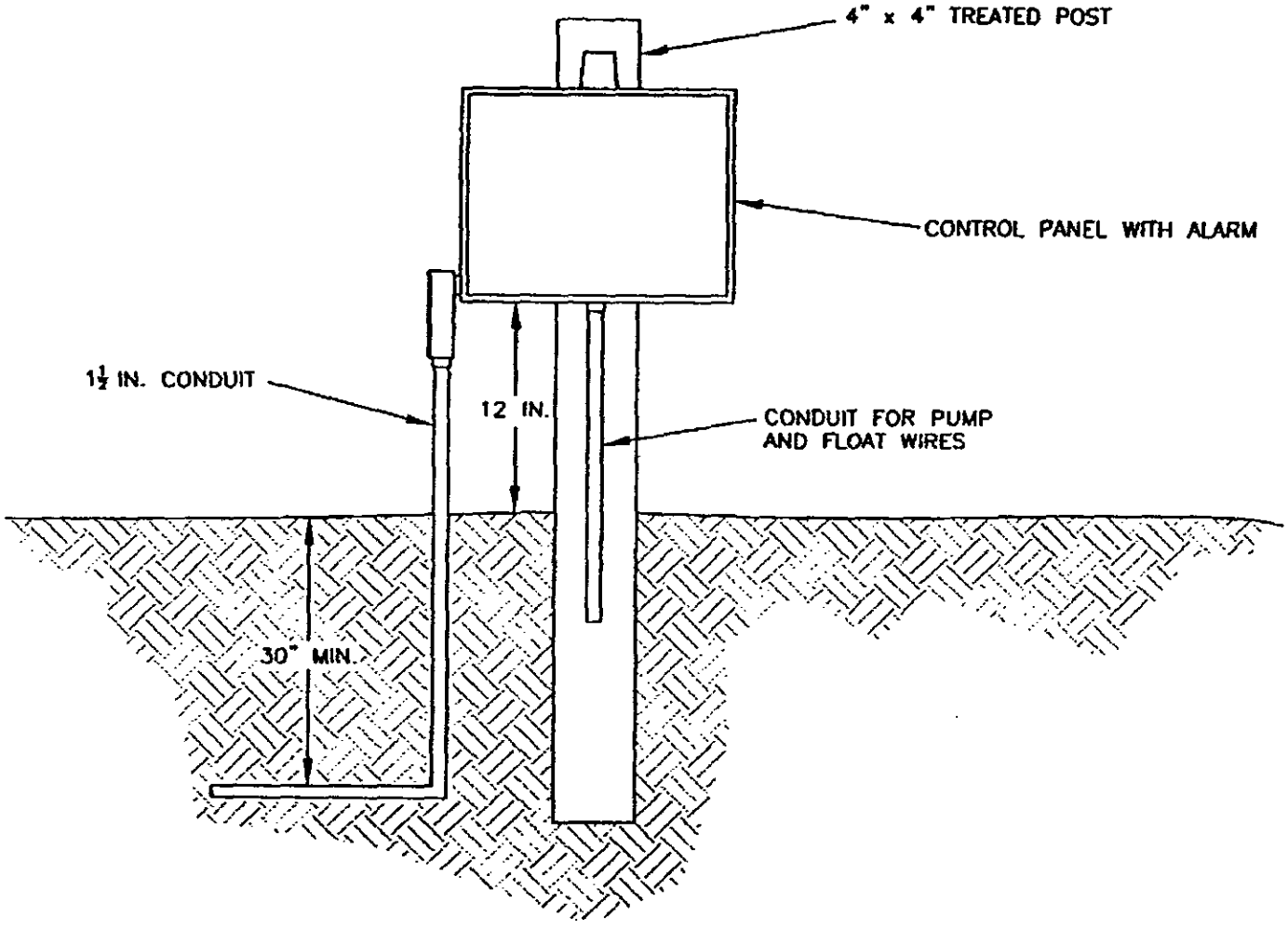
Maintenance Responsibilities of Management Entity

System maintenance for Type IV and Type V a. (0-1500 GPD) systems as defined in 15A NCAC 18A .1961, Table V shall be performed in accordance with the following (Note: Results of inspections are to be reported to the _____ County Department of Health once per year and twice per year for Type IV and Type V a. systems, respectively):

System Component	Frequency	Maintenance
1. Septic Tank and Grease Trap (If so equipped)	6 months	Check riser condition (must be accessible from ground surface), excess in/exfiltration, entry of water at riser, and solids accumulation. Pump grease trap as needed.
	1-3 years	Pump septage (septage is to be pumped when 1/4 to 1/3 of liquid capacity is occupied by solids).
2. Pump or Dosing Tank	6 months	Check riser condition (must be accessible from ground surface), excess in/exfiltration, entry of water at riser, and solids accumulation. Pump sludge accumulation as required and when septic tank is pumped. Check pump(s), controls, floats, electrical connections, and alarm for proper operation. Measure delivery rate to disposal field. Wash (hose) sludge accumulation from pump housing. If so equipped, verify proper siphon function.
3. Sand Filter Pretreatment (If so equipped)	6 months	Any appropriate maintenance in item 2 above. Verify discharge and effluent quality from sand filter.
4. Supply lines (Manifold)	6 months	Check for settling, pipe exposure and leakage.
5. Distribution Devices	6 months	Check distribution boxes, valves, solenoids, etc. for proper function, leakage, and infiltration of surface or ground water into enclosures. Desludge and reset pressure head on pressure manifold. Remove sludge accumulation from all devices as required.
6. Ground Absorption field	1-4 weeks	Maintain vegetative cover (mow grass and remove weeds and brush, most grasses should be maintained at a height of 2-4 inches).
	6 months	Check for settling, erosion and surfacing of effluent. Repair any broken lateral turnups and make certain they are accessible from ground surface and are fitted with screw-on type caps. Lateral turn-ups must be sleeved for systems permitted after 1/1/90. For pressure distribution systems, check and reset pressure head and flush sludge from lateral lines (any discharge of sludge and effluent is to be treated with

		lime or chlorine solution). Check site drainage, eliminate low or settled areas and divert surface or shallow groundwater movement around fields.
7. General	At all times	Prohibit vehicular or equipment traffic on ground absorption field. Prohibit tillage (gardening) or other soil disturbance over ground absorption field. Practice water conservation to reduce waste water load on system. Do not permit entry of grease and non-domestic waste to system. Addition of chemical or biological additives has not been demonstrated to be necessary to maintain proper system function. Prevention of root intervention on lateral lines and trenches may be necessary on certain sites. Surface and groundwater diversion structures must be maintained.

ELECTRIC BOX



NOTES: ELECTRICAL SYSTEM COMPONENTS SHALL BE INSTALLED TO MEET OR EXCEED MINIMUM REQUIREMENTS SPECIFIED IN THE ELECTRICAL COME. ALL WIRING SHALL BE #12 MINIMUM, AND RATED FOR DIRECT BURY. PROVIDE GROUNDING AS REQUIRED, AND PROVIDE 30" MINIMUM BURY ON CABLES. PROVIDE ONE 20 AMP, DOUBLE POLE, 230 VOLT CIRCUIT BREAKER (FOR PUMP), AND ONE 20 AMP, SINGLE POLE, 115 VOLT CIRCUIT BREAKER (FOR ALARM) IN MAIN PANEL.

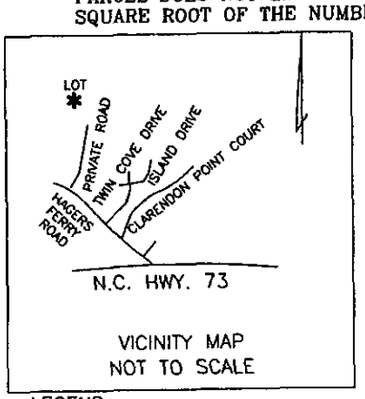
THIS IS TO CERTIFY THAT ON THE 24th DAY OF JUNE 20 04 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED _____

NORTH CAROLINA PROFESSIONAL L-4366 LAND SURVEYOR JASON LEE WYLIE

R. B. PHARR & ASSOCIATES, REGISTERED SURVEYORS
420 HAWTHORNE LANE
CHARLOTTE, N.C. 28204
TEL. (704) 376-2186

CREW:	DRAWN:	REVISED:
AC	JDH	



VICINITY MAP
NOT TO SCALE

LEGEND
E.I.P. = EXISTING IRON PIN
N.I.P. = NEW IRON PIN
R/W = RIGHT OF WAY
C/L = CENTER LINE
EOP = EDGE OF PAVEMENT
EN = EXISTING PK NAIL

N 42° 58' 00" E
54.40'
LAKE NORMAN
TOP OF RIP-RAP
PROPERTY LINE FOLLOWS CONTOUR ELEVATION 760
N 07° 50' 00" E 184.80'
S 37° 48' 00" E 156.58'
LAKE NORMAN
1/2" EIR
CONCRETE RAMP
50' SETBACK LINE
PROPOSED HOUSE AREA
50' SETBACK LINE
OFF SITE TIE
N 18° 20' 51" E
226.02'
E.I.P.
UNPAVED DRIVE
#16343
#VACANT
DRIVEWAY OPTION #2
1" EIP
108' APPROX
PIER
DRIVEWAY OPTION #1
8' SIDE SETBACK LINE
S 20° 32' 00" W 185.38'
8' SIDE SETBACK LINE
ASPHALT PAVING
EN
COLUMN
ASPHALT PAVING IS OVER PROPERTY LINE
LOT 5, ESTHER STINSON JOHNSON PROPERTY
UNRECORDED MAP
DAVID B. WAYMER & WIFE, BARBARA M.
DEED BOOK 3952, PAGE 442
N 44° 26' 30" W 266.22'
S44°34'40"E 100.00'
THOMAS H. MORRISON & WIFE, BERNIE D.
DEED BOOK 3790, PAGE 511
LOT 3, ESTHER STINSON JOHNSON PROPERTY
UNRECORDED MAP
E.I.P. ON LINE
25' SETBACK LINE
FENCE
EN
S 21° 08' 10" W
150.69'
REFERENCE DEED BOOK 2654-59
R=50'
S27°23'20"E
50.00'
ASPHALT PAVING
OFF SITE TIE
N 21° 08' 10" E
38.08'
E.I.P. ON LINE
E.I.P.
EOP
EN
PRIVATE ROAD
30' PRIVATE EASEMENT TO HAGERS FERRY ROAD
C/L

AREA:
30610 SQ.FT.
OR 0.7027 ACRE

SURVEY OF:
0.7027 ACRE PARCEL AS SHOWN

THE TOWN OF CORNELIUS, LEMLEY TOWNSHIP, MECKLENBURG COUNTY, N.C.

PREPARED FOR JAMES DONOGHUE

SCALE 1" = 40'

MAP BOOK _____ PAGE _____

DEED BOOK 2654 PAGE 59

TAX NUMBER: 001-013-38

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED FEBRUARY 4, 2004.

F.I.R.M. COMMUNITY 370478 PANEL 0044E ZONE AE

62218

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

Sheet: 1 of 2
Property ID: 001-013-38
Lot #:
File #: 5639B
Code: 2

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: James W. Donoghue
Applicant:
Address: 8714 Camperly Road, Huntersville, N. C. 28078
Date Evaluated: 7/15/2004
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .70a
Location of Site: 16343 Stinson Cove Road
Property Recorded:
Water Supply: [ ] Public [x] Individual See note [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] 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	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	R, 10	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		8-27	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		27-48	SBK/CL	FR/SEXP/SS/SP					
2	LS, 10	0-6	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	"
		6-34	SBK/C	FI/SEXP/S/P					
		34-49	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR	.3GPD/FT	

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 7/15/2004. W. R. Marlin
Others Present:

COMMENTS:
Not 100% repair, municipal water may be a possibility

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

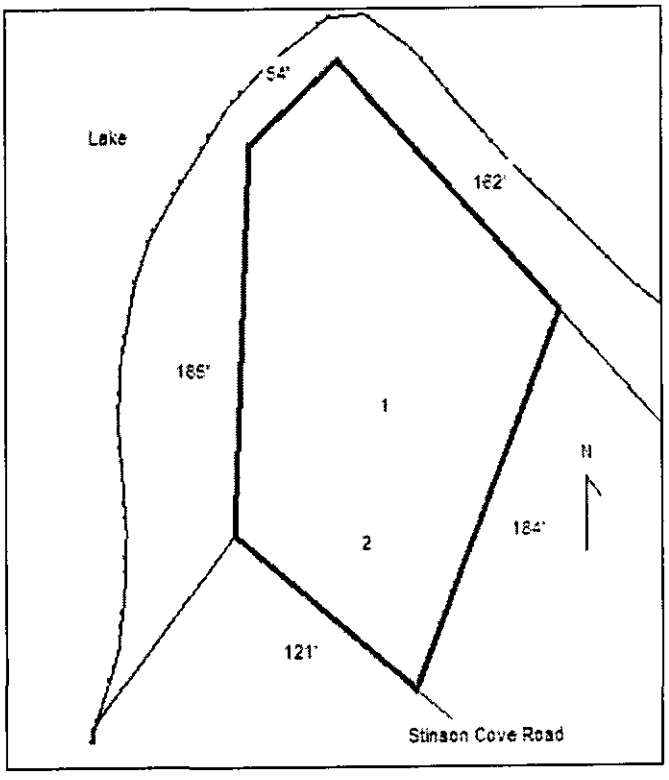
Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

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

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

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



MECKLENBURG COUNTY
Health Department

July 21, 2004

James W. Donoghue
8714 Camberly Road
Huntersville, NC 28078

Re: Application for improvement permit for
Property Site: 16343 Stinson Cove Road, Huntersville, NC 28078
Health Department file number: **5639B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **June 19, 2004** evaluated the above-referenced property at the site designated on the plat that accompanied your improvement permit application. According to your application the site is to serve a three-bedroom residence, with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the
N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is **July 21, 2004.** Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Jeremy Michelone R.S.

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)

FEE: 200.00 CK# 1267

DATE: 7/2/04 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 #: 56398

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 001-013-38

STREET ADDRESS: 16343 STINSON COVE ROAD

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: ~~0010338~~

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2500

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

CLOSING DATE AUG 1, 2004

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ SHARED WELL (S)
__ MUNICIPAL (M) ← FUTURE ?
__ OTHER 'SPRINGS' (O)
X PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: DONOGHUE JAMES W (BUYER)
(LAST) (FIRST) (MI)

ADDRESS: 8714 CAMPERLY ROAD

CITY: HUNTERSVILLE STATE: NC ZIP: 28078

DAYTIME PHONE: (704 241-0778

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: OWNERS

NAME: JOHNSON WALTER
(LAST) STINSON (FIRST) ESTHER (MI)

DAYTIME PHONE: ( ) -

16343 Stinson Cove Rd
Huntersville 28078

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? I DON'T KNOW, DEED # 2654-59

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: James W Donoghue DATE: JULY 2, 2004

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

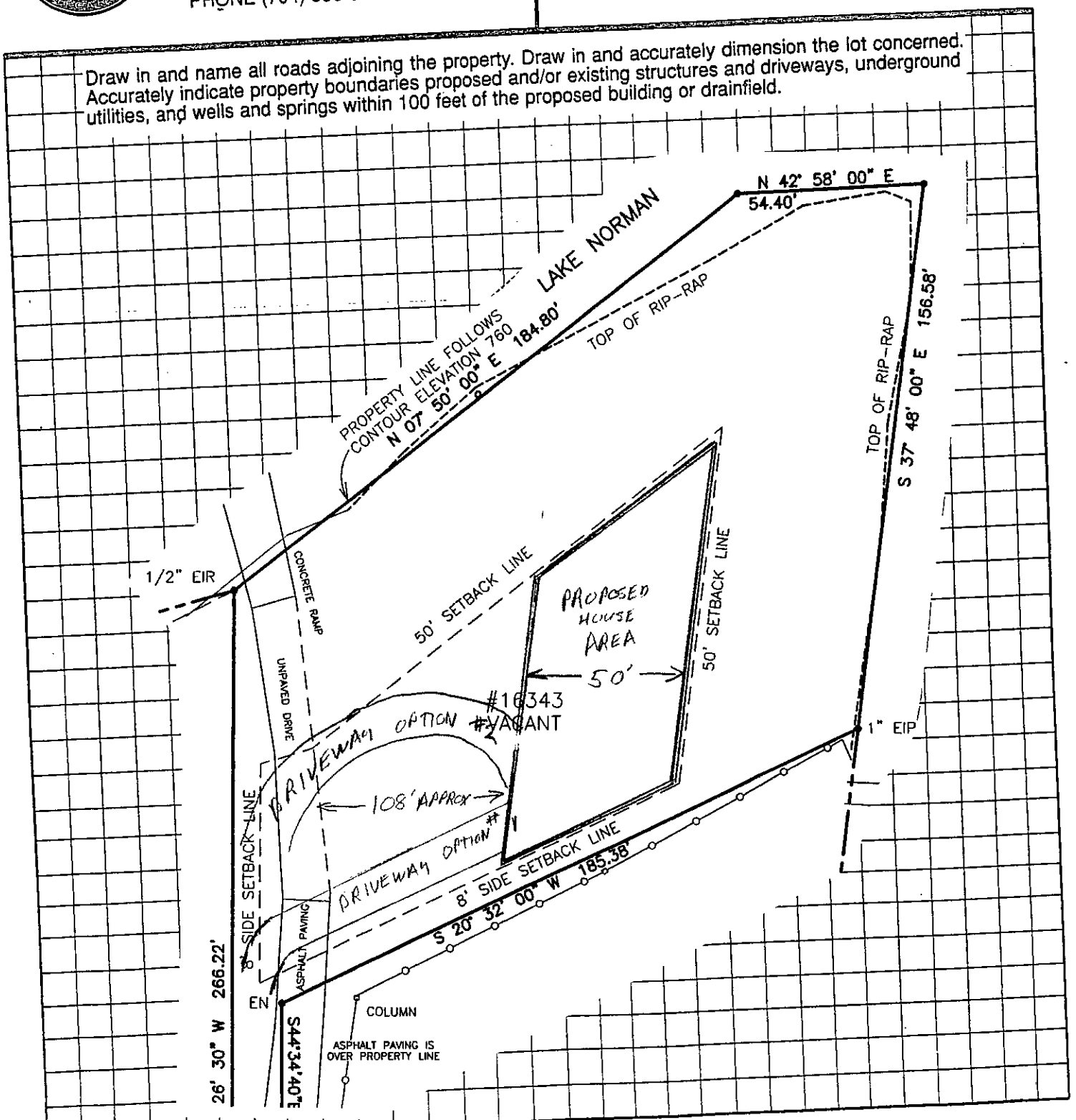
PROPOSED PLOT PLAN

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

FILE: 5639B

TC: _____

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



Thomas W Donaghue
OWNER/AGENT SIGNATURE

JULY 2, 2004
DATE

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

5639B

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this *fifteenth (15th)* day of *June, 2004*, by and between *James W. Donoghue and M. Kathryn Culbert* ("Buyer"), and *Esther Stinson Johnson* ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) *16343 Stinson Cove Road, Huntersville, NC 28078*

(Legal Description/Description) *Parcel: 00101338 Deed book/page: 02654-059 recorded on Jan. 1, 1975.*

☐ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

$ *280,000.00* (b) **"Purchase Price"** shall mean the sum of *two hundred eighty thousand* Dollars, *payable on the following terms:*

$ *3,000.00* (i) **"Earnest Money"** shall mean *three thousand* Dollars or terms as follows: *N/A*

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with *Century 21 Hecht Realty, Inc.* (name of person/entity with whom deposited), to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9 herein.

☐ **THE EARNEST MONEY IS TO BE DEPOSITED IN AN INTEREST BEARING ACCOUNT, TO BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT THE TIME SALE IS CLOSED, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 9 HEREIN.**

$ *230,000.00* (ii) **Proceeds of a new Loan** in the amount of *two hundred thirty thousand* Dollars for a term of *20* years, at an interest rate not to exceed *7.5* % per annum with mortgage loan discount points not to exceed *1.0* % of the loan amount; Buyer shall pay all costs associated with any such loan.

North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T © 7/2002

Buyer Initials JWD MKC Seller Initials ESJ ____

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$ 0.00 (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of N/A Dollars being payable over N/A months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent (N/A %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the property.

$ 0.00 (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ 0.00 and evidenced by a note bearing interest at the rate of N/A percent (N/A %) per annum, or N/A.

$ 47,000.00 (v) **Cash** at closing in the amount of forty seven thousand Dollars, balance of Purchase Price.

(c) **"Closing"** shall occur on or before August 31, 2004, or 16 days after Examination Period or earlier.

(d) **"Broker(s)"** shall mean:
Century 21 Hecht Realty, Inc ("Listing Agency"),
Brian Hines ("Listing Agent")
Acting as: ☐ Seller's Agent; ☒ Dual Agent
and Century 21 Hecht Realty, Inc. ("Selling Agency"),
Debbie DuBois ("Selling Agent").
Acting as: ☐ Buyer's Agent; ☐ Seller's(Sub) Agent; ☒ Dual Agent

(e) **"Examination Period"** shall mean the period beginning on the date hereof and extending through August 15, 2004, or N/A.

(f) **"Intended Use"** shall mean the use of the Property for the following purpose: Single family residental

(g) **"Seller's Notice Address"** shall be as follows:
~~16340 Stinson Cove Road~~ 13525 HAGERS FERRY ROAD Gilbert B. Johnson
Huntersville, NC 28078

except as same may be changed pursuant to Section 10.

Buyer Initials JWD MCC Seller Initials G. B. J

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(h) "Buyer's Notice Address" shall be as follows:
8714 Camberly Road
Huntersville, NC 28078

except as same may be changed pursuant to Section 10.

☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and
costs related to securing financing, survey and inspection costs.

Section 3. Sale of Property: Seller agrees to sell the Property for the Purchase Price set forth on page 1.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

Section 5. Title: Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on **Exhibit C** attached hereto ("Permitted Exceptions").

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before *July 31, 2004*, effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(e). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

Buyer Initials TWP MCC Seller Initials

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(d) Intended Use: Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) Same Condition: If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

(f) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage/Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing. 6/13/14 6/13/14 MKC JWD E. D.S. AS BUYER'S SOLE REMEDY

Section 9. Earnest Money Disbursement: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein.

Buyer Initials JWD MKC Seller Initials E. D.S.

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Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: ***none***

(Insert "None" or the identification of such assessments, if any). Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: ***none***

(b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 16. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES

Buyer Initials JWD YNG Seller Initials E B JC

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BUYER:

Individual

James W Donoghue (SEAL)
James W. Donoghue
Date: June 15, 2004

M Kathryn Culbert (SEAL)
M. Kathry Culbert
Date: June 15, 2004

Business Entity

Century 21 Hecht Realty, Inc.
(Name of Firm)

By: _____ (SEAL)
Brian Hines
Title: Realtor

Date: _____

SELLER:

Individual

Esther B. Johnson (SEAL)
Esther Stinson Johnson
Date: 6-16-2004

_____ (SEAL)

Date: _____

Business Entity

Century 21 Hecht Realty, Inc.
(Name of Firm)

By: _____ (SEAL)
Debbie DuBois
Title: Realtor

Date: June 15, 2004

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Century 21 Hecht Realty, Inc.
(Name of Firm)

Date June 09, 2004

By: Debbie DuBois
Debbie DuBois

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