

14304 N C 73 HWY

1/9/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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AES

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

PERMIT NUMBER: 5733B
PARCEL NUMBER: 013-131-11

JOB LOCATION ADDRESS: NC Highway 73
PROPERTY OWNER: Michael & Christina Schell (Prospective Buyers)
BUILDING CONTRACTOR: Unknown
SUBDIVISION NAME: N/A
AUTHORIZATION ISSUED BY: Trevor Thomason, R.S.I. DATE: 10/26/04

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 5733B, 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:

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5733B** Tax Number: **013-131-11**

- 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:

0.30 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1608 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	536 Total trench length (ft)	36 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	1000 Gallon pump tank	12 Depth of stone (in)	

Any surface water present: **No** Type: Minimum separation distance (ft):

Additional conditions: **Install drain lines level and on contour. Install pressure manifold for equal distribution. Type IIIb septic system (pump to conventional).**

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:

1608 Absorption Area (ft^2) 536 Total trench length (ft)	12 Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	36 Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

Tom Thomas, RSE 10-26-04
DENR Authorized Agent Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

R. Dellinger Agent For 10/27/04
Owner/Agent Signature Date

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

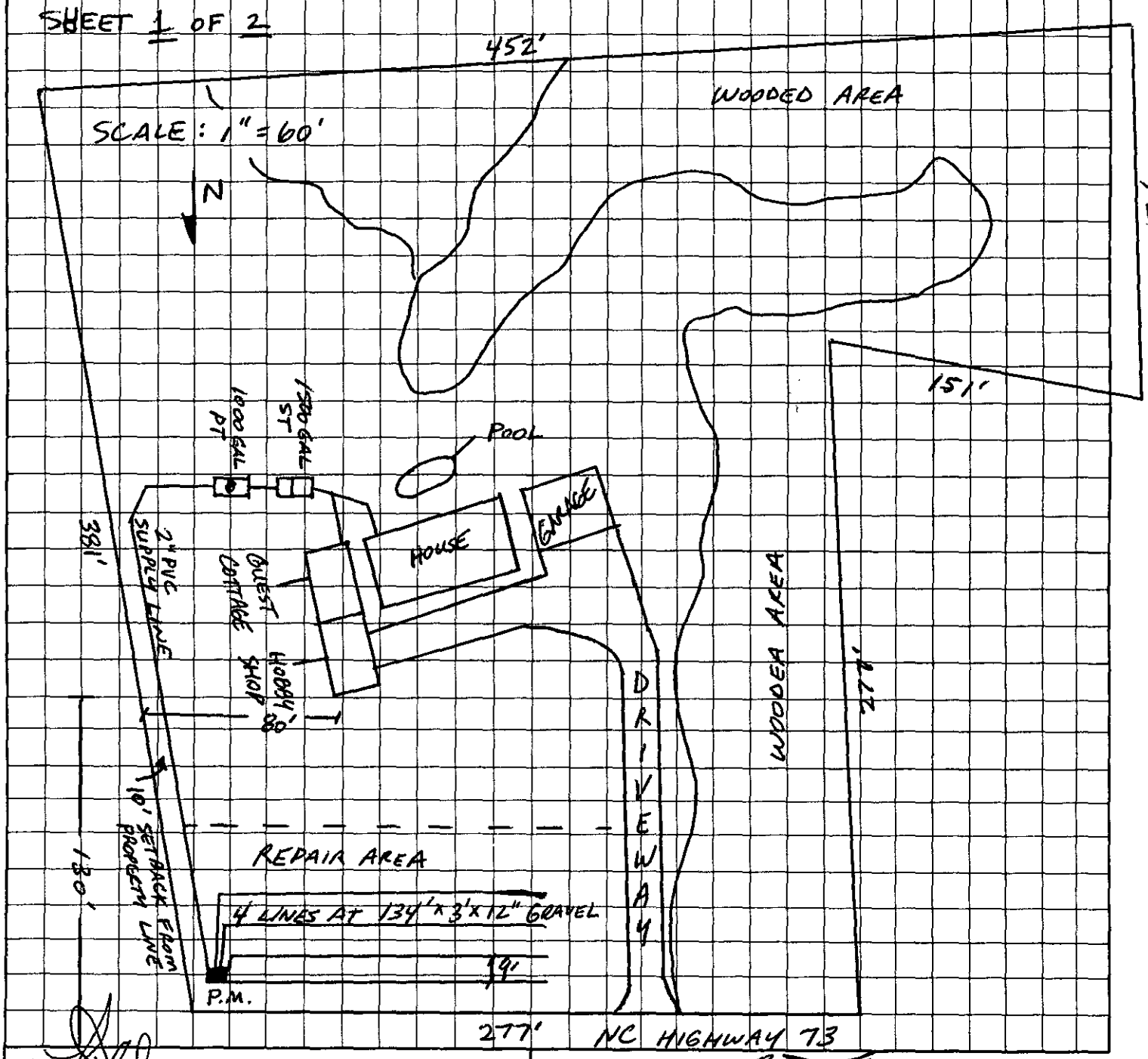
PROPOSED PLOT PLAN

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

FILE: 5733B

TC: 013-131-11

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 10/27/04

APPROVAL DATE Tom Thomas, REI 10-26-04

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

PROPOSED PLOT PLAN

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

FILE: 5733B

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SHEET 2 OF 2

COMMENTS

- SYSTEM DESIGN FLOW = 480 GPD
- SITE LTAR = 0.30 GPD/FT²
- TYPE III b SEPTIC SYSTEM (PUMP TO CONVENTIONAL)
- INSTALL 4 DRAIN LINES AT 134' x 3' x 12" GRAVEL
- INSTALL DRAIN LINES ON 9' CENTERS, LEVEL, AND ON CONTOUR.
- 1500 GALLON SEPTIC TANK
- 1000 GALLON PUMP TANK
- PRESSURE MANIFOLD
- TYPE III b SEPTIC SYSTEM FOR REPAIR AREA.
- BRING PLUMBING OUT OF HOUSE AT LEFT REAR CORNER.

SETBACKS

- 5' FROM CRAWLSPACE FOUNDATIONS
- 15' FROM BASEMENT FOUNDATIONS
- 10' FROM ALL PROPERTY LINES
- 15' FROM PROPOSED SWIMMING POOL
- 100' (50' MINIMUM) FROM ALL PRIVATE WELLS.

X K. V. Dellinger
OWNER/AGENT SIGNATURE

DATE 10/27/04

APPROVAL DATE Tim Thomas, REI
10-26-04

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

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

Sheet: 1 of 3
Property ID: 013-131-11
Lot #:
File #: 5733B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Arthur and Bonnie Houser
Applicant: Michael Schell
Address: 3920 Seaforth Drive, Charlotte, N. C. 28205
Date Evaluated: 10/15/2004
Proposed Facility: *Residence* Design Flow (.1949): 480gpd
Property Size: 1.0a inv.
Location of Site: N. C. Highway 73
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] 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		OTHER PROFILE FACTORS				Profile Class & LTAR
			.1941 Structure/ Texture	.1941 Consistence Mineralogy	.1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	
1	LS, 8	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV .3GPD/FT^2
		8-48	SBK/C	FI/SEXP/S/P					
2	"	0-6	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
3	"	0-5	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		5-48	SBK/C	FI/SEXP/S/P					
4	"	0-6	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/C	FI/SEXP/S/P					
5	LS, 10	0-9	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	PS, IV .275GPD/FT^2
		9-28	SBK/ABK/C	FI/SEXP/S/P					
		28-46	SBK/CL	FR/SEXP/SS/SP					
6	"	0-6	GR/SCL	"	>48" TO SOIL WETNESS	48+	"	"	"
		6-45	SBK/C	FI/SEXP/S/P					
		45-48	SBK/CL	FR/SEXP/SS/SP					
7	"	0-3	GR/CL	"	>40" TO SOIL WETNESS	40	"	"	"
		3-30	SBK/C	FI/SEXP/S/P					
		30-48	SBK/CL	FR/SEXP/SS/SP					
8	"	0-3	GR/CL	"	>46" TO SOIL WETNESS	46	"	"	"
		3-28	SBK/C	FI/SEXP/S/P					
		28-46	SBK/CL	FR/SEXP/SS/SP					

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

Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: William R. Marlin, LSS, 10/18/2004. W. R. Marlin
Others Present: M. Schell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

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
9	LS, 5	0-6	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1@40"	48+	N/A	NONE	PS, IV
		6-48	ABK/SBK/C	FI/SEXP/S/P					.2GPD/FT^2
		PLATY	STRUCTURE	SOIL WETNESS@40"					
10	"	0-5	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1@30"	35+	"	"	US
		5-30	SBK/C	FI/SEXP/S/P					
		30-35	ABK/SBK/C	VFI/EXP/VS/VP					

9210, additional borings made 10-22-04 mlb

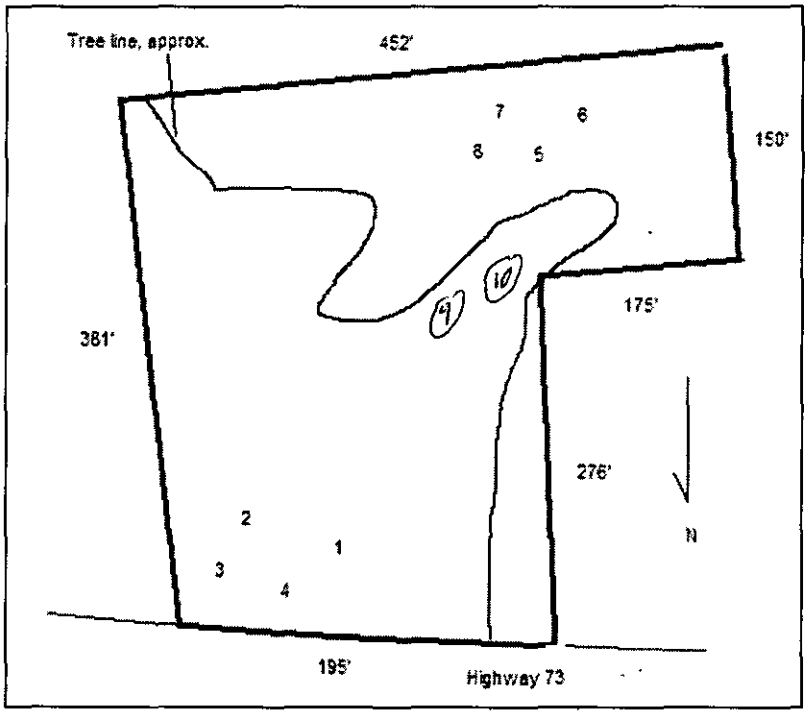
COMMENTS:

Does not appear to be 100% repair, most desirable soils are in area of borings 1-4, would require pump if drainfield located in this area

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-Food 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		CL-Clay Loam		
FP-Flood Plain		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



9 of 10 additional borings made 10-22-04 WMM

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

Sheet: 1 of 2
Property ID: 013-131-11
Lot #:
File #: 5733B
Code: 1

AOS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Arthur and Bonnie Houser
Applicant: Michael Schell
Address: 3920 Seaforth Drive, Charlotte, N. C. 28205
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Others Present: M. Schell

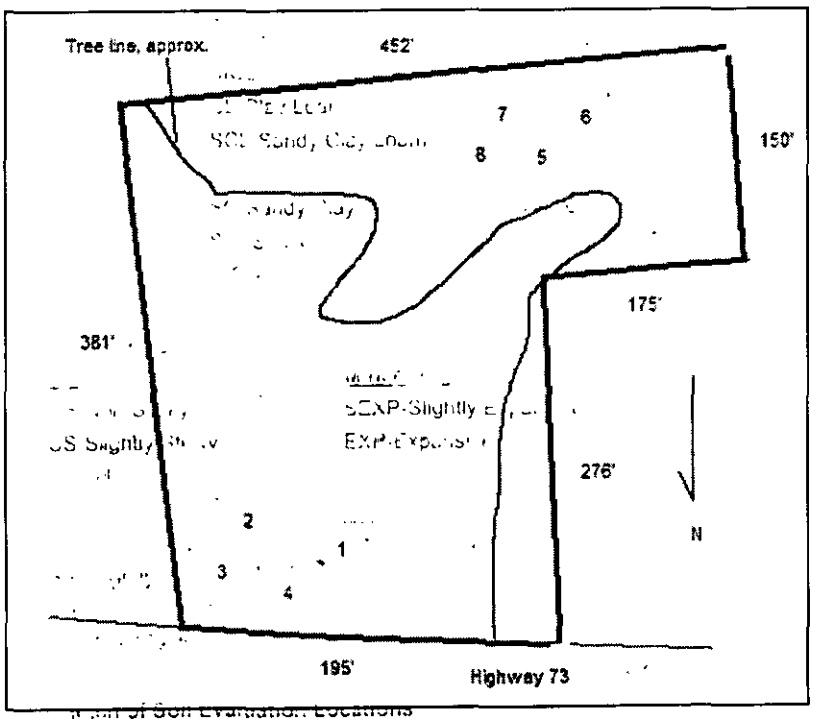
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	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



Sketch of Soil Evaluation Locations

FEE: 200.00
DATE: 10/7/04
IRA Check 1004

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

1 1 CRT

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

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

FILE #: 57330

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01313111

STREET ADDRESS: NONE ASSIGNED (O NC 73 HY)

SUBDIVISION OR MOBILE HOME PARK NAME: NA

LOT NUMBER: NA

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 10/29/04

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2500

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

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: X YES ___ NO TYPE: SHOW RABBITS

WATER SUPPLY (CHECK ONE):

___ COMMUNITY (C)
___ SHARED WELL (S)
X MUNICIPAL (M)
___ OTHER 'SPRINGS' (O)
___ PRIVATE WELL (P)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Howser (LAST) Arthur + Bonnie (FIRST) (MI)	NAME: Schell (LAST) Christina (Michael) (FIRST) (MI)
ADDRESS: 3920 Seaforth Dr	DAYTIME PHONE: (704) 578-7755 cell 875-4105 work
CITY: Charlotte STATE: ZIP: 28216	18729 Vineyard PT. 896-8268
DAYTIME PHONE: ( ) -	Cornelius NC 28031

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? JAN 17, 1979

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: DATE:

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

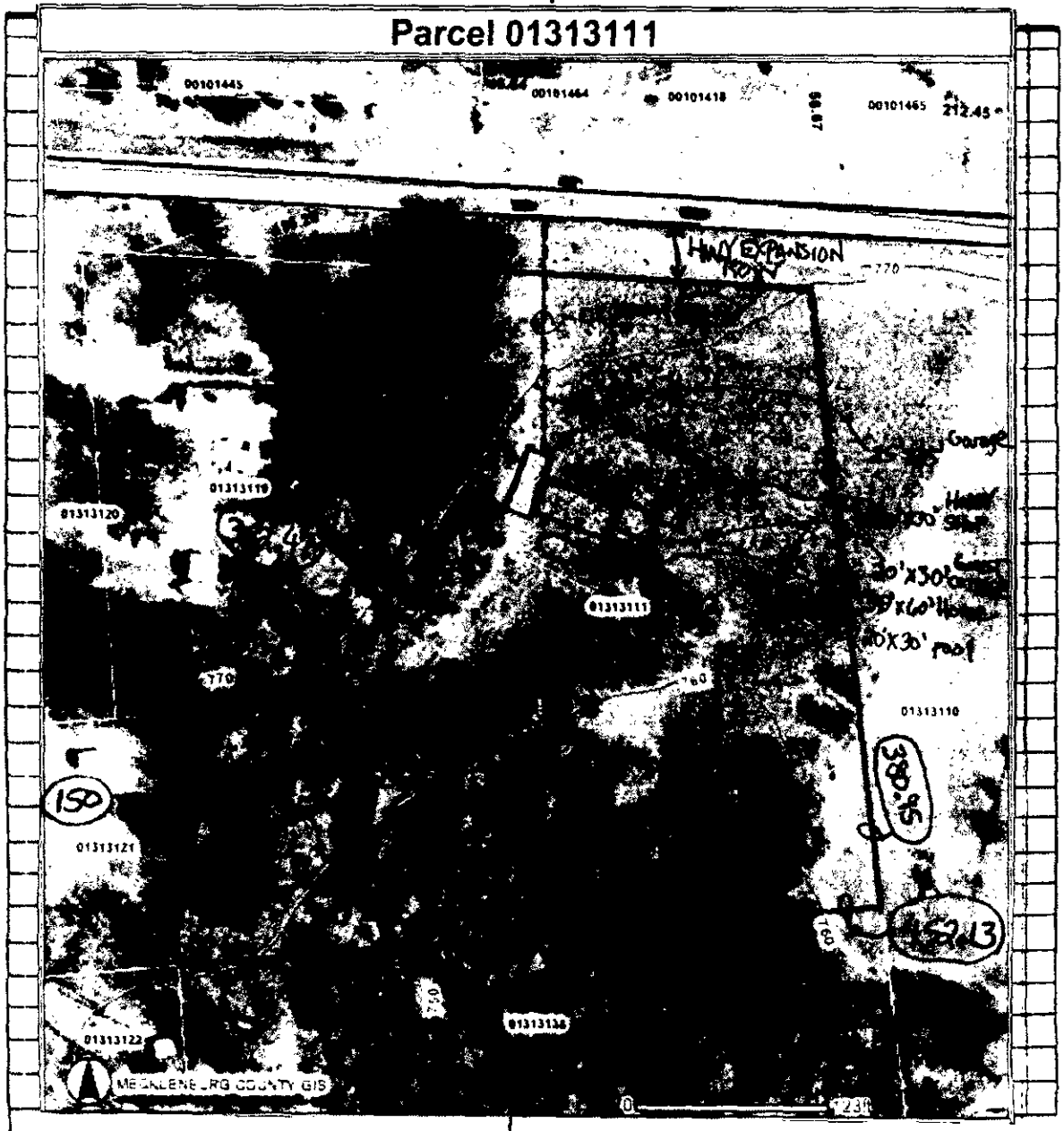
PROPOSED PLOT PLAN

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

FILE: 57336

TC: 013-131-11

Parcel 01313111



OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	10/07/04	**Amount:**	200.00
Receipt #:	28408	**Tendered:**	200.00
Check / Auth #:	CHECK 1006	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #:	200000
Contractor:	SCHELL CHRISTINA A
Attn:	
Address:	18729 VINEYARD PT
Address:	
City/State/Zip:	CORNELIUS, NC 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen NC 73 HWY		1	200.00	200.00

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

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

Fax

Julie JONES TEAM
A Focus on Creative Real Estate Solutions

To: Bill Marlin (Gwen) Meck. Enviorn.	**From:** Dick Delinger – Closing Coordinator
Fax: 704 336-6894	**Pages:** 10 (including cover)
Phone: Dick Office: 704-897-1616	**Date:** 10/8/04
Re: Signed application and buyer's contract for Michael & Christina Schell, Parcel #01313111, Highway 73 Huntersville.	**CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

The Julie Jones Team

Chris Hedrick – Team Leader
Julie Jones – Listing Specialist
Angela Berrong – Listing Coordinator
Dick Delinger – Closing Coordinator
Carol Ranes – Buyer Specialist
Toni Oxidine – Buyer Specialist
Rod Hager – Buyer Specialist
Sarah Reagin-Buyer Specialist
Sarah Little- Special Projects

PO Box 3202
Mooresville, NC 28117

Phone: (704) 897.1600
Fax: (704) 897.1601
Toll Free: (800) 470-4026

Visit us online at
www.JulieJonesTeam.com

OCT-08-04 10:15 AM P.05

FEE:
DATE:

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

COPY

TYPE APPLICATION: NEW SYSTEM EXPANSION/ALTERATION OF EXISTING SYSTEM REPAIR OF MALFUNCTIONING SYSTEM

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

FILE #:

PROPERTY INFORMATION AS IT APPEARS ON THE DEED OR LEGAL DESCRIPTION FOR THE LOCATION:

TAX/PARCEL NUMBER: 01313111

STREET ADDRESS: NONE ASSIGNED (O NC 73 HY)

SUBDIVISION OR MOBILE HOME PARK NAME: NA

LOT NUMBER: NA

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

TREATED SQUARE FOOTAGE: 2500

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

CLOSING DATE: 10/29/04

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: X YES ___ NO TYPE: SHOW RABBITS

WATER SUPPLY (CHECK ONE): ___ COMMUNITY (C) X MUNICIPAL (M) ___ PRIVATE WELL (P)
___ SHARED WELL (S) ___ OTHER "SPRINGS" (O)

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) (FIRST) (MI)	NAME: SCHELL MICHAEL G (LAST) SCHELL (FIRST) CHRISTINA A
ADDRESS:	DAYTIME PHONE: (704) - 896-8268
CITY: STATE: ZIP:	Cell: (704) 578-7755
DAYTIME PHONE: ( ) -	Work: (704) 875-4105

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED: JAN 17, 1979

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: Michael G. Schell Christina A. Schell DATE: 10/7/04

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

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).

MICHAEL G. SCHELL & CHRISTINA A. SCHELL (WIFE), as Buyer, hereby offers to purchase and BONNIE T. HOUSER, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of HUNTERSVILLE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address HIGHWAY 73 Zip 28078
MGS CAS
~~Subdivision Name~~ PARCEL # 01213111 AND PARCEL # 00101418
Plat Reference: Lot N/A, Block or Section N/A as shown on Plat Book or Slide N/A at Page(s) N/A (Property acquired by Seller in Deed Book N/A at Page N/A).

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 $ 98,000 and shall be paid as follows:

(a) $ 2,500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: N/A to be deposited and held in escrow by THE JULIE JONES TEAM ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

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

(b) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ 0, 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) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 95,500, 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 ☐ Conventional ☒ Other: LOT loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of 88,200 for a term of 3 year(s), at an initial interest rate not to exceed 5.25 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 3 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 OCT. 11, 2004 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

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North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

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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 RESIDENTIAL, AGRICULTURE (SMALL SCALE) 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: N/A.

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 $ Ø 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 $ Ø, 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 OCTOBER 29, 2004, at a place designated by Buyer. The deed is to be made to BUYER OR ITS DIRECTED BY BUYER.

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.

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11. SEWER SYSTEM (check only **ONE**):
☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

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

☒ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other N/A ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 2 DAYS FROM DOA, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate *this contract* and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by OCTOBER 21, 2004 that this condition cannot be satisfied, **time being of the essence.**

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

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 waives this condition unless Buyer provides written notice to Seller by OCTOBER 21, 2004 that this condition cannot be satisfied, **time being of the essence.**

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 11, 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.) SEE ATTACHED "ADDITIONAL PROVISIONS ADDENDUM; SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"; LISTING AGENT IS RELATIVE OF SELLER.

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.

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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: 9/30/04
Buyer Michael D. Schell (SEAL)

Date: 9/30/04
Buyer Christina Schell (SEAL)

Date: 9/30/04
Seller Bonnie Howard (SEAL)

Date: _____
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 9-30-04
Firm: THE JULIE JONES TEAM
By: Rodney M Hayes (Signature)

Selling Agent/Firm/Phone Rod Hayes / Julie Jones Team / 704-897-1600
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____ / Keller Williams / 704-677-5351
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ ☐ AM ☐ PM, on _____, or until withdrawn by the Buyer, whichever occurs first.

2. N/A **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. N/A **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation 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 or written evaluation shall be borne by Buyer, except Seller, by no later than _____, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

4. N/A **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. X **APPRAISAL WITH FINANCING CONTINGENCY:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

6. N/A **APPRAISAL WITHOUT FINANCING CONTINGENCY:** This Contract is not subject to a financing contingency requiring an appraisal. Buyer shall arrange to have the appraisal completed no later than midnight of _____. The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____ on or before _____. If this contingency is not removed on or before midnight of _____, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

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8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

9. N/A **COST OF REPAIR CONTINGENCY:** If a reasonable estimate of the total cost of repairs required by Paragraph 12(b) and Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $ _____, then Buyer shall have the option to terminate this Contract and all earnest monies shall be returned to Buyer.

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

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.

BUYER: Michael H. Isbell (SEAL) DATE 9/30/04

BUYER: Christina Isbell (SEAL) DATE 9/30/04

SELLER: Bonnie Hansen (SEAL) DATE 9/30/04

SELLER: _____ (SEAL) DATE _____

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EXHIBIT "A" BUYER [illegible]
SELLER B.H.

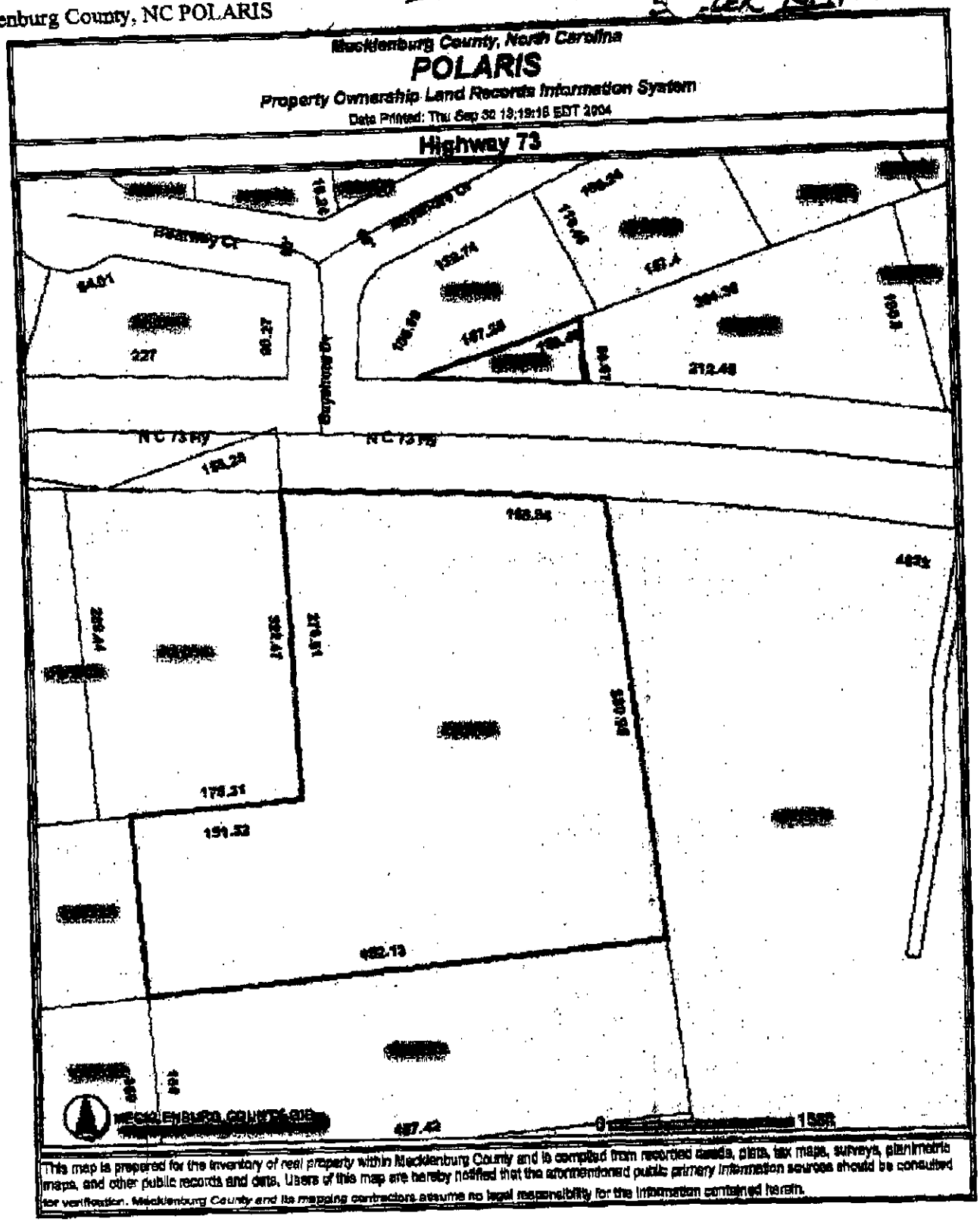
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Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Thu Sep 30 13:19:16 EDT 2004



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.