

15825 MARVIN RD

22313217

12/26/2007

duponbj

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

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

4400 PROPERTY ID #: #1 1576B
COUNTY: PO 223-132-19

Sheet

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Edna B. Kerr
ADDRESS: 15814 Mervin Rd, Chas.
PROPOSED FACILITY: church
LOCATION OF SITE: 15925 Mervin Road
APPLICANT:
APPLICATION DATE:
PROPOSED DESIGN FLOW (.1949):
DATE EVALUATED:
PROPERTY SIZE: 1.88
PROPERTY RECORDED:

WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN:)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-19"	gr/scl	Fr/sEXP/SS/SP	> 43" TO Chroma 2 Colors	43"	N/A	None	PS .39/P2 LW
		19-43"	sBK/ABK/C	Fr/sEXP/SP					
2	LS	0-10"	gr/scl	Fr/sEXP/SS/SP	> 46" TO Chroma 2 Colors	46"	N/A	None	PS .39/P2 LW
		10-46"	sBK/ABK/C	Fr/sEXP/SP					
3	LS	0-13"	gr/sl	Fr/sEXP/NS/NP	> 50" TO Chroma 2 Colors	50"	N/A	None	PS .39/P2 LW
		13-26"	sBK/scl	Fr/sEXP/SS/SP					
		26-50"	sBK-ABK/C	Fr/sEXP/SP					
4	LS	0-12"	gr/sl	Fr/sEXP/NS/NP	> 43" TO Chroma 2 Colors	43"	N/A	None	PS .39/P2 LW
		12-17"	sBK/scl	Fr/sEXP/SS/SP					
		17-43"	sBK/ABK/C	Fr-F/sEXP/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: William A. Mauli 10-4-96
LSS

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

Sheet
PROPERTY ID #:
COUNTY:

1516B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____
ADDRESS: _____ APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ 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	1956 SAPRO CLASS	1944 RESTR HORIZ	PROFIL CLASS & LTAI
5	LS	0-6"	gr/sl	Fr/SEXP/NS/NP	728" TO Chroma 2 Colors	28"	N/A	None	US
		6-28"	SBK/ABK/C	Fr-Fi/SEXP/SP					
6	LS	0-12"	gr/sl	Fr/SEXP/NS/NP	743" TO Chroma 2 Colors	43"	N/A	None	PS .391 Pz IV
		12-21"	SBK/scl	Fr/SEXP/SS/SP					
		21-43"	ABK/SBK/C	Fr-Fi/SEXP/SP					
7	LS	0-6"	gr/sl	Fr/SEXP/NS/NP	746" TO Chroma 2 Colors	46"	N/A	None	PS .391 Pz IV
		6-19"	SBK/scl	Fr/SEXP/SS/SP					
		19-46"	SBK/ABK/C	Fr-Fi/SEXP/SP					
8		0-6"	gr/scl	Fr/SEXP/SS/SP	743" TO Chroma 2 Colors	43"	N/A	None	PS .391 Pz IV
		6-43"	SBK/ABK/C	Fr-Fi/SEXP/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____

OMMENTS: 100% Repair Needed

LEGEND

use the following standard abbreviations

ANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05		
		O (Organic)	None			

MOIST	WET
VFR (Very Friable)	NS (Non-sticky)
FR (Friable)	SS (Slightly Sticky)
FI (Firm)	S (Sticky)
VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
EFI (Extremely Firm)	NP (Non-plastic)
	SP (Slightly Plastic)
	P (Plastic)
	VP (Very Plastic)

OTES

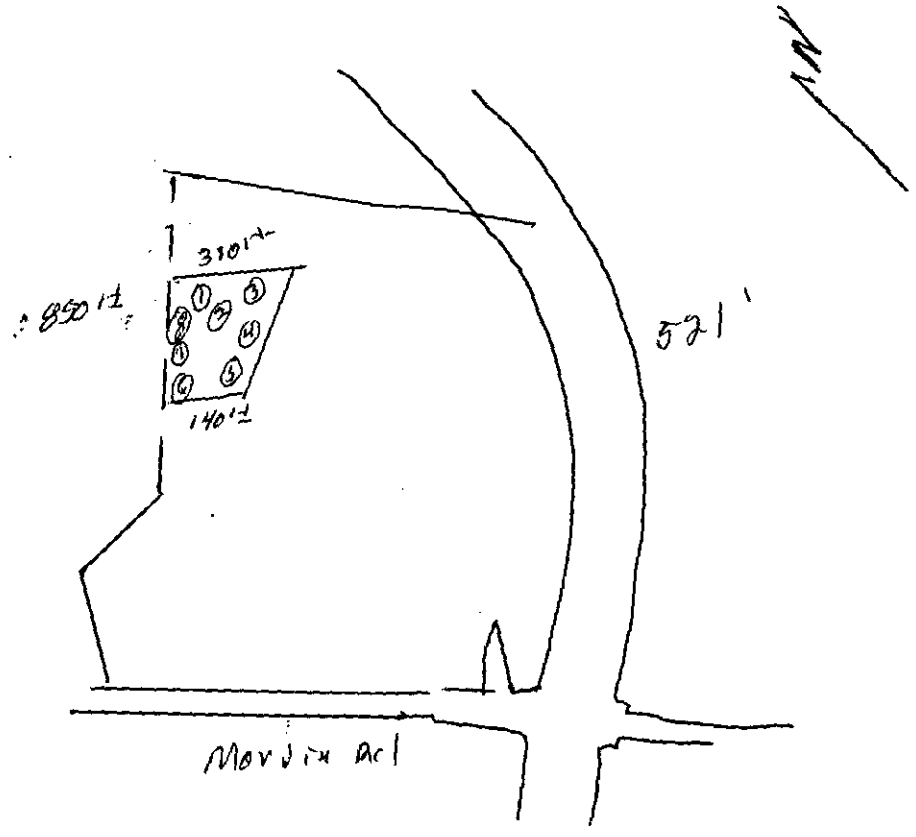
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

15769



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

0405

Sheet
PROPERTY ID #:
COUNTY:

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

#1 1576B
PO 223-182-19

OWNER: Edna R. Kerr
ADDRESS: 15814 Mercer Rd, Chas.
PROPOSED FACILITY: Church
LOCATION OF SITE: 15925 Mercer Road

APPLICANT:
APPLICATION DATE:
PROPOSED DESIGN FLOW (.1949):

DATE EVALUATED:
PROPERTY SIZE: 1.86
PROPERTY RECORDED:

WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTA
1	LS	0-19"	gr/scl	Fr/sEAP/SS/SP	> 43" TO Chroma 2 Colors	43"	N/A	None	PS .39/F2 LW
		19-43"	sBK/ABK/C	Fr/sEAP/SP					
2	LS	0-10"	gr/scl	Fr/sEAP/SS/SP	> 46" TO Chroma 2 Colors	46"	N/A	None	PS .39/F2 LW
		10-46"	sBK/ABK/C	Fr/sEAP/SP					
3	LS	0-13"	gr/sl	Fr/sEAP/SS/NP	> 50" TO Chroma 2 Colors	50"	N/A	None	PS .39/F LW
		13-26"	sBK/scl	Fr/sEXP/SS/SP					
		26-50"	sBK-ABK/C	Fr/sEXP/SP					
4	LS	0-12"	gr/sl	Fr/sEAP/NS/NP	> 43" TO Chroma 2 Colors	43"	N/A	None	PS .39/F LW
		12-17"	sBK/scl	Fr/sEAP/SS/SP					
		17-43"	sBK/ABK/C	Fr-Fi/sEAP/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable

EVALUATED BY: William R. Mauldin 10-4-96

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

Sheet
PROPERTY ID #:
COUNTY: 1516 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____
ADDRESS: _____ APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ 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	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTA
5	LS	0-6"	gr/sl	Fr/SEXP/NS/NP	726" TO Chroma 7 Colors	26"	N/A	None	US
		6-28"	SBK/ABK/C	Fr-Fi/SEXP/SSP					
6	LS	0-12"	gr/sl	Fr/SEXP/NS/NP	743" TO Chroma 2 Colors	43"	N/A	None	PS .391 IE
		12-21"	SBK/scl	Fr/SEXP/SS/SP					
		21-43"	ABK/SBK/C	Fr-Fi/SEXP/SSP					
7	LS	0-6"	gr/sl	Fr/SEXP/NS/NP	746" TO Chroma 2 colors	46"	N/A	None	PS .391 IE
		6-19"	SBK/scl	Fr/SEXP/SS/SP					
		19-46"	SBK/ABK/C	Fr-Fi/SEXP/SSP					
8		0-6"	gr/scl	Fr/SEXP/SS/SP	743" TO Chroma 2 colors	43"	N/A	None	PS .391 IE
		6-43"	SBK/ABK/C	Fr-Fi/SEXP/SSP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____

OMMENTS: 100% Repair needed

LEGEND

use the following standard abbreviations

ANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SLC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05		
		O (Organic)	None			

MOIST	WET
VFR (Very Friable)	NS (Non-sticky)
FR (Friable)	SS (Slightly Sticky)
FI (Firm)	S (Sticky)
VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
EFI (Extremely Firm)	NP (Non-plastic)
	SP (Slightly Plastic)
	P (Plastic)
	VP (Very Plastic)

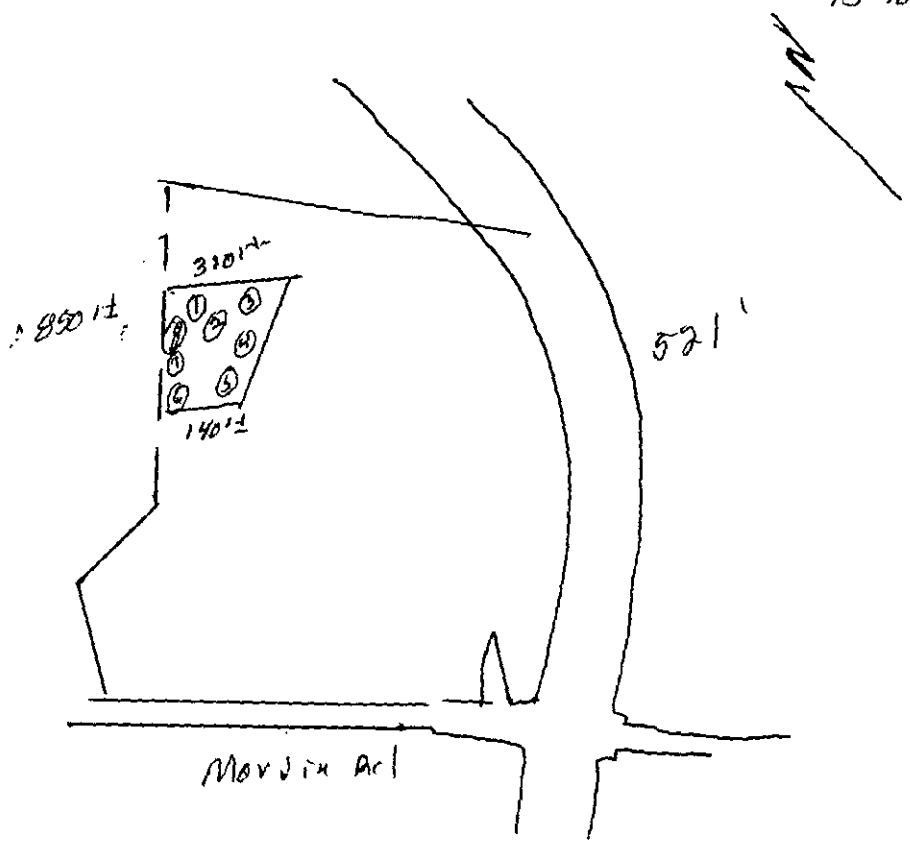
OTS	
OBIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
IL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

15769



FEE: #100.00 CHK # 3388 DATE: 9-13-96 SC

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

[redacted] 1 CRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION 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 #: 15763

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 223-132-19

STREET ADDRESS: 15925 MARVIN ROAD 28277

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

NMC 35-4 miles

✓ COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS: Church
WM 9-16-96 1000 ~~500~~ SEATS
Square footage of facility: MEMBERSHIP: 175

NUMBER OF ~~EMPLOYEES~~: ___ PER SHIFT: ___

HOW WILL WATER BE USED IN THE FACILITY:

✓ TOILETS/URINALS
✓ HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

TYPE OF WASTEWATER:
✓ SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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

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

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

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER:
NAME: KERR (LAST) EDNA (FIRST) R. (MI)
ADDRESS: 15814 MARVIN ROAD
CITY: CHARLOTTE STATE: N C ZIP: 28227
DAYTIME PHONE: ( ) ---

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: MOLLIS (LAST) WARD (FIRST) F. (MI)
DAYTIME PHONE: ( ) 704 333 7151

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? WILL CLOSE 12-2-96

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: Ward Mollis DATE: 9-13-96

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

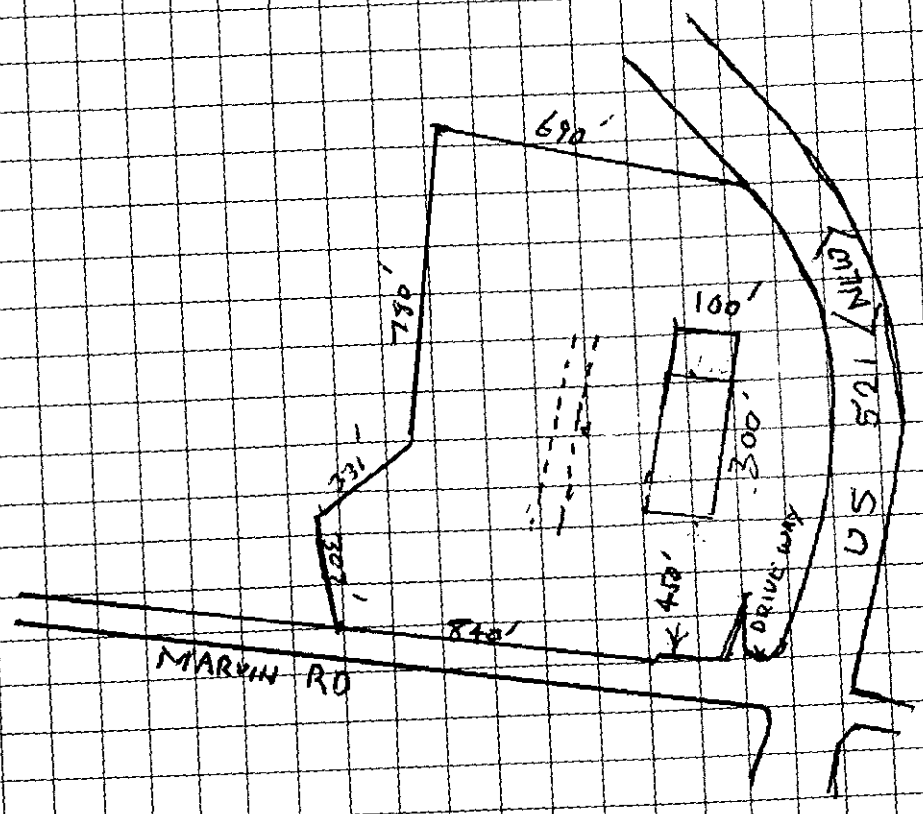
PROPOSED PLOT PLAN

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

FILE: 1576B

TC: 223-1379

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 9-13-96

APPROVAL DATE

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

710
~~130~~
~~140~~

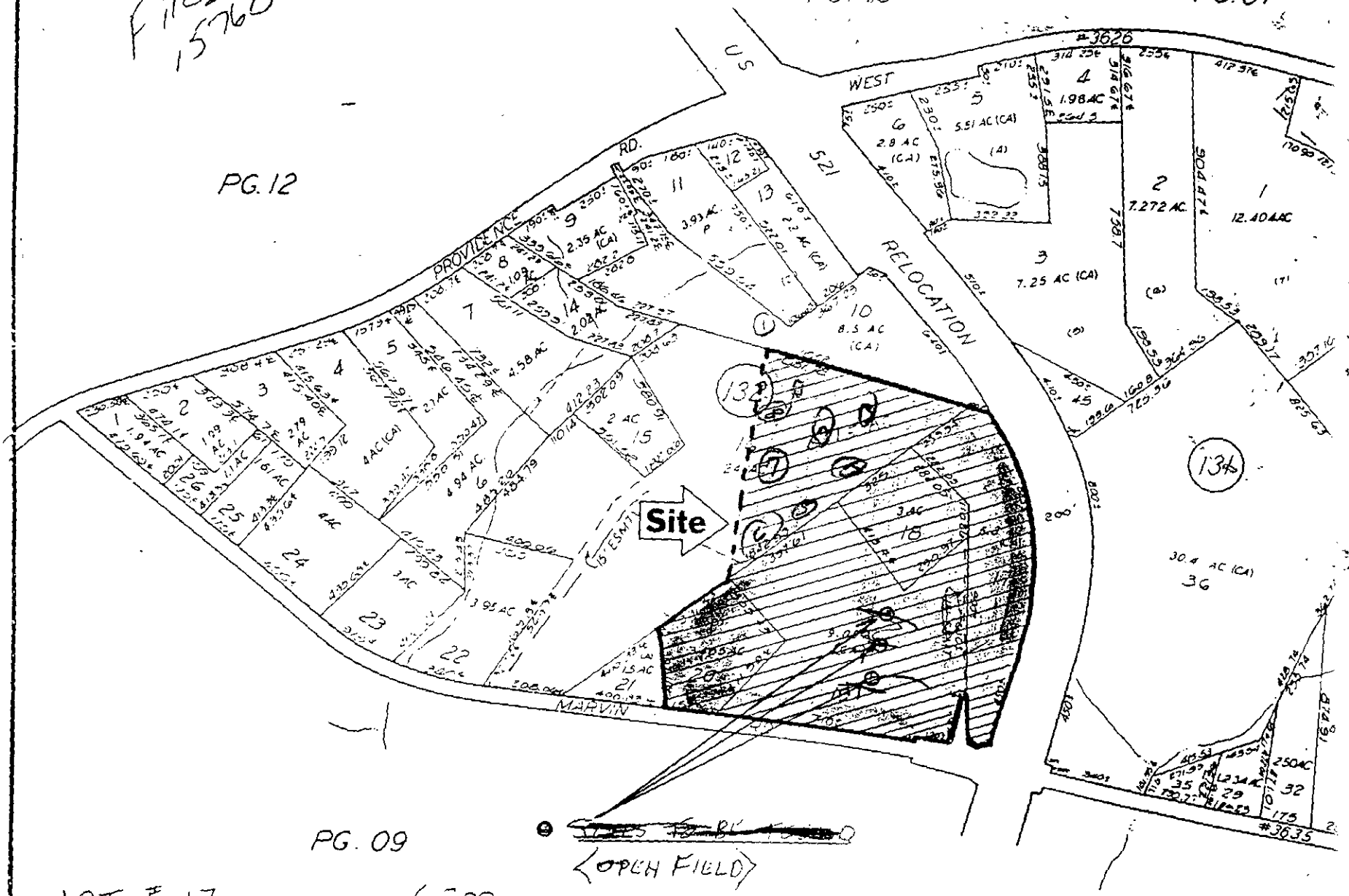
710
130
840

File #
1576B

PG. 18

PG. 37

PG. 12



PG. 09

PG. 08

<OPEN FIELD>

LOT #		
	17	6.300
	18	3.000
	19	9,090
	20	3.465
	16 <A PORTION>	6.150
		25,000 AC TOTAL
		NET OF R/W

① SURVEYOR TO FIELD LOCATE THIS POINT AS REQUIRED TO EQUAL 25,000 ACRES

TAX LI
MECKLEN
REVISED

COPY

FOR TAX PURPOSES ONLY

1-0- 14" sz1

14- 43"c

2 0- 10" s z1

10 · 46°

3- 0·13- 51

13- 26- sz1

26·58 sz

4-0- 12"s1

12·44 sz1

12- 4 3'c

5 -0-6 "s1

6- 25c-

6- 0·12" 51

12- 21" sc1

21-4 3c LB

3cc
10000.
.31 30
0

3333
31 10,000
9
10

7- 0- 6" 51

6- 14" sc1

14- 4½" ci

6 0-0 ·sz1

6-43c

FEE: $100.00 CK # 3388 DATE: 9-13-96 SC

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

[redacted] CRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION 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 #: 15763

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 223-132-19

✓ COMMERICAL ___ INDUSTRIAL

STREET ADDRESS: 15925 MARVIN ROAD 28277

DESCRIBE TYPE OF BUSINESS: Church
WM 9-16-96 1000 ~~500~~ SEATS
Square footage of facility: MEMBERSHIP: 175

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

NUMBER OF ~~EMPLOYEES~~: _____
PER SHIFT: _____ _____ _____

HOW WILL WATER BE USED IN THE FACILITY:

✓ TOILETS/URINALS
✓ HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

TYPE OF WASTEWATER:
✓ SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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

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

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

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER:
NAME: KERR (LAST) EDNA (FIRST) R. (MI)
ADDRESS: 15814 MARVIN ROAD
CITY: CHARLOTTE STATE: N C ZIP: 28227
DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: MULLIS (LAST) WARD (FIRST) F. (MI)
DAYTIME PHONE: ( ) 704 333 7151

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Will close 12-2-96

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: Ward Mullis DATE: 9-13-96

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

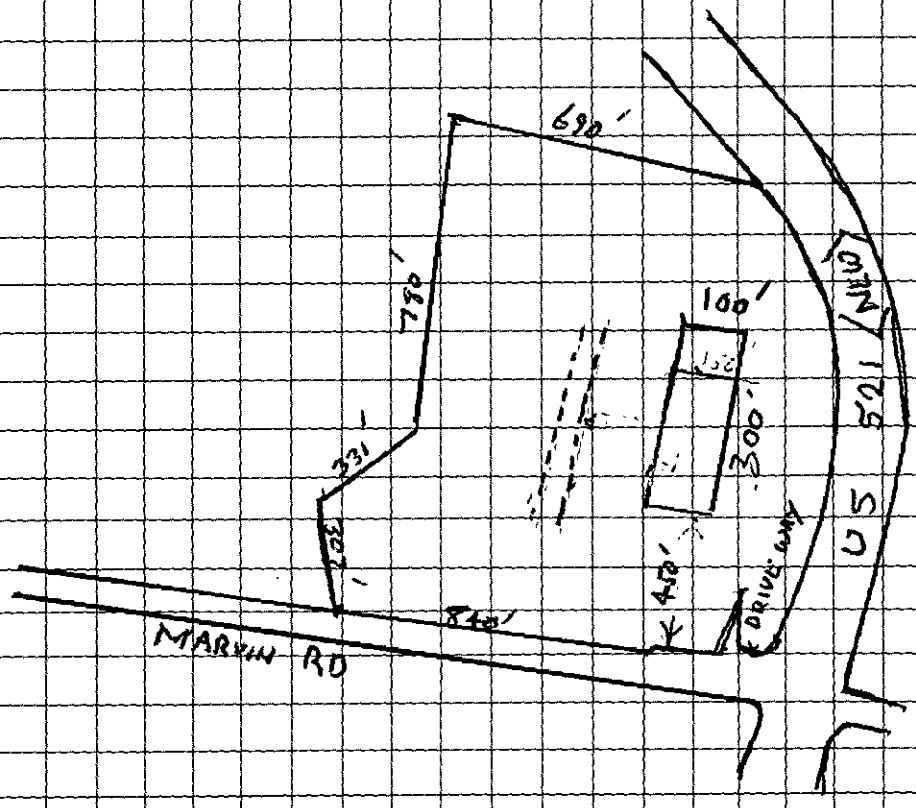
PROPOSED PLOT PLAN

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

FILE: 1576B

TC: 223-132-19

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 9-13-96

APPROVAL DATE _____

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

223-13

710
~~130~~
~~440~~

710
130
840

File # 1576B

PG. 18

PG. 37

PG. 12

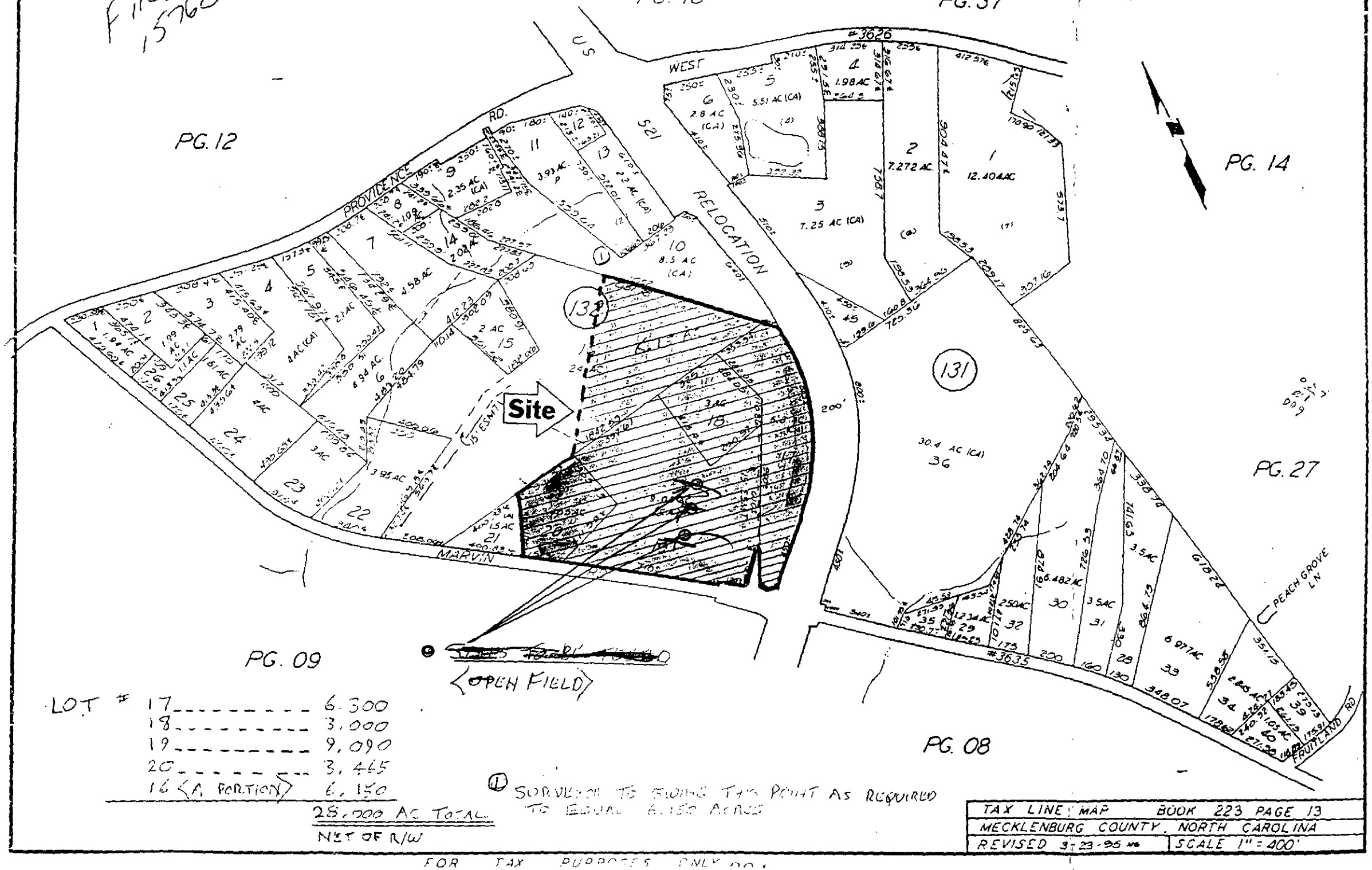
PG. 14

PG. 27

PG. 09

PG. 08

COPY



LOT # 17 ---------- 6.300
18 ---------- 3.000
19 ---------- 9.090
20 ---------- 3.445
16 <A PORTION> 6.150

28.000 AC TOTAL
NET OF R/W

① SURVEYOR TO FIGURE THIS POINT AS REQUIRED TO EQUAL 6.150 ACRES

TAX LINE MAP	BOOK 223 PAGE 13
MECKLENBURG COUNTY, NORTH CAROLINA	
REVISED 3-23-95 MB	SCALE 1" = 400'

FOR TAX PURPOSES ONLY

CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS®

COPY

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this 11th day of September, 19 96, by and between Grace Christian Center ("Buyer"), and Lincoln Property Company CSE, Inc. ("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) "Broker(s)" shall mean:

N/A ("Listing Agency"),

N/A ("Listing Agent")

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and GS Commercial Realty Ltd. d/b/a Gibson Smith Realty Co. ("Selling Agency"),

Ward F. Mullis ("Selling Agent").

Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(b) "Closing" shall occur on or before December 2, 19 96 or

(c) "Earnest Money" shall mean Twenty-Five Thousand Dollars($ 25,000)

or terms as follows:

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in Broker's escrow 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.

(d) "Examination Period" shall mean the period beginning on the date hereof and extending through November 1 199 6 ,or

(e) "Intended Use" shall mean the use of the Property for the following purpose: Church

(f) "Property": (Address) N/W Quadrant of Hwy #521 and Marvin Road

(Legal Description/Description) No legal description available, see tax map attached.

☐ 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.

(g) "Purchase Price" shall mean the sum of One Million, Five Hundred, Twelve Thousand ① Dollars ($ 1,512,000), *payable on the following terms:*

(i) Cash in the amount of Cash at Closing Dollars ($)

(ii) Proceeds of a new Loan in the amount of N/A Dollars ($ N/A)

Buyer must be able to obtain a firm commitment for this loan on or before N/A, 199 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.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of: N/A Dollars ($ N/A)

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 and collection of attorney's fees, if any, provided for in the promissory note and deed of trust.

CRCBR FORM #900
Copyright © 7/95
Rev: 2/96

① To be determined by a boundary survey made by R B. Pharr, land surveyors with the sale price to be

COPY

(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 $ N/A and evidenced by a note bearing interest at the rate of N/A percent (N/A %) per annum, or N/A

(h) "Seller's Notice Address" shall be as follows:

Lincoln Property Company, 100 N. Tryon Street
Suite #4150, Charlotte, NC 28202
Attention: Bart Hopper

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as follows:

GS Commercial Realty Ltd. d/b/a Gibson Smith Realty Co.
3490 One First Union Center, 301 S. College Street
Charlotte, NC 28202-6009

except as same may be changed pursuant to Section 10.

(j) "Brokerage." Seller and Buyer acknowledge that they shall be responsible for commissions as set forth in their respective agreements with Broker(s), if any. Should any other claim for commission be asserted, each party hereby expressly agrees to indemnify and hold the other harmless with respect thereto to the extent that such indemnifying party is shown to have been responsible for the creation of such claim.

☐ (k) 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, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and survey, and Buyer shall pay recording cost, costs of any title search, title insurance.

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth above.

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 Loans. The Buyer may check one box in this section to obtain financing:~~

~~(b) Qualification for Financing. If Buyer is to assume any indebtedness encumbering the Property or to make payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify for the assumption within the time specified, then 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 Buyers expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(d). 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.

(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 *the expiration of the Examination Period ~~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 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. Failure to provide such notice prior to the expiration of the Examination Period shall be deemed a waiver of Buyer's right to terminate hereunder.

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 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.

*as Buyer's sole and exclusive 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. ** to Seller as liquidated damages.

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(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree.

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(h) as to Seller and in Section 1(i) 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 actual knowledge of (i) condemnation(s) or assessment(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.

(b) Compliance. To the best of Seller's actual 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 proceeding 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.

~~Disclosure. There is no significant adverse information known to Seller relating to the Property or the Intended Use which has not been specifically disclosed in writing by Seller to Buyer.~~

Section 14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall not 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 CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

SEE ADDENDUM WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BUYER:	SELLER:
Individual	Individual
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
Business Entity	**Business Entity**
Grace Christian Center (Name of Firm)	LINCOLN PROPERTY COMPANY CSE, INC. (Name of Firm)
By: _____ (SEAL)	By: _____ (SEAL)
Title: Pastor	Title: SR. Vice President

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.

Date: 9-29-96, 1996

GS Commercial Realty Ltd. d/b/a Gibson Smith Realty Co. (Name of Firm)

By: _____

Ward F. Mullis, President

CRCBR FORM #900
Copyright © 7/95

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE

1. Notwithstanding the terms of Section 2, in the event Buyer elects not to close on the purchase of the Property hereunder for any reason other than Seller default, Buyer shall reimburse Seller for its out of pocket cost for preparation of the Survey up to $3,000.

2. Notwithstanding anything in this Agreement to the contrary (but subject to paragraph 3 below), if Buyer has not terminated this Agreement pursuant to Section 6(f) on or before October 15, 1996, Ten Thousand and No/100 Dollars ($10,000.00) of the Earnest Money shall become non-refundable to Buyer. If Buyer has not terminated this Agreement pursuant to Section 6(f) on or before November 1, 1996, the remaining Fifteen Thousand and No/100 Dollars ($15,000.00) of the earnest money shall become non-refundable to Buyer.

3. Buyer acknowledges that the Property is composed of all or portions of five separate tracts of real property. Seller currently holds existing contracts to purchase each of said tracts of real property. Seller's obligations under this Agreement shall be contingent upon Seller being able to close on the acquisition of each of said tracts of real property pursuant to such contracts. If Seller is unable to purchase all or any of such tracts of real property for any reason other than Seller's default under any of said contracts, Seller may terminate this Agreement upon written notice to Buyer, the parties shall have no further obligations hereunder, and Buyer shall be entitled to a complete refund of the Earnest Money notwithstanding paragraph 2 above. Further, Seller shall have the right to extend Closing for up to sixty (60) days in order to coordinate the acquisition of the various tracts of real property comprising the Property.

PNJ

BH