

18137 TAYPORT DR

21731110

4/15/08

marliwr

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

EHS CS

Reviewer

_____ County Permit Review Worksheet

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

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

2007 RSPMC

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 1397A Permit #: _____ Tax Parcel #: 217-311-10

Property Owner: FREDERICK PARKER

Job Location Address: 18137 TAYPORT DR.

City: CHARLOTTE State: NC Zip Code: 28278

Operation Permit Issuance Date: 4/2/07 Contractor Name: AUTRY

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 (EX) gallons

Liquid Capacity of Dosing Tank: 1000 (EX) gallons

Effluent Pump Model: MYERS MW-100

Drainfield Installation ☑ N/A

Trench Depth: _____ inches

Trench Width: _____ feet

Line Spacing: _____ feet (O.C.)

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Inspection Dates

Tank(s) Inspected: —

Excavation Inspected: 3/ /07

Pump & Controls Inspected: 4/2/07

Bed Installation *(For Repair Installations ONLY.)* ☐ N/A

Bed Depth: 28 inches

Bed Width: 3 feet

Total line length: 400 feet

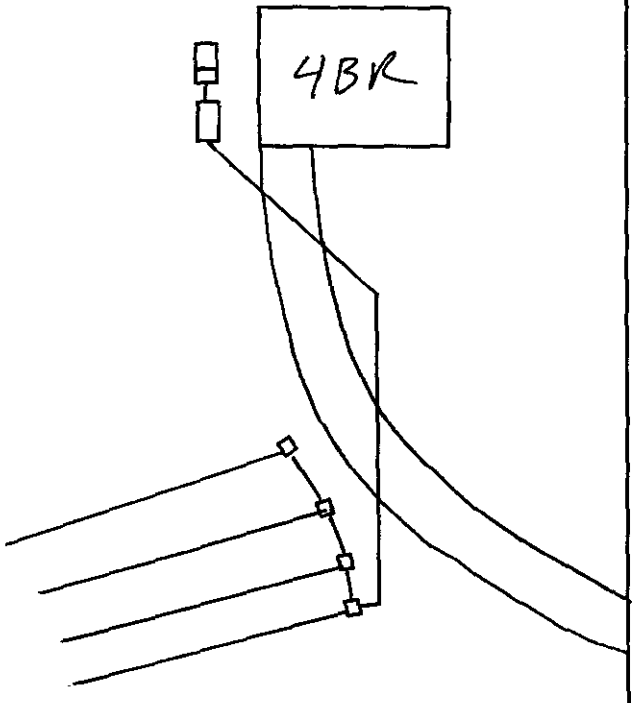
# of Lines: 4 @ 100 feet

Depth of Media: 12 inches (Type) INNOVATIVE

Depth of Cover: 12 inches

Distribution Device: DROP BOXES

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 25 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 50 feet

The undersigned has inspected the Septic Tank System described above, and certifies it has been ☐ installed ☐ altered ☑ repaired ☑ as detailed in the plot above ☐ in accordance with the permit issued and meets the provisions of 15A NCAC 18A. 1900, "Laws and Rules for Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. The issuance of this Operation Permit does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 in addition to those listed below under "Comments." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the Suspension or Revocation of this permit.

Comments: System Classification & Type: III b PUMP 25% REDUCTION; EZFLOW 1203H; REPLACED OLD PUMP w/ MYERS (1 hp) MW-100 PUMP

DENR Authorized Agent: Chris Sherrill, RS, LSS Signature: Christopher M Sherrill

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

INSTALLATION APPROVAL for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 1397A Permit #: _____ Tax Parcel #: 217-31-10

Property Owner: FREDERICK PARKER

Job Location Address: 18137 TAYPORT DR.

City: CHARLOTTE State: NC Zip Code: 28278

Installation Approval Issuance Date: 3/16/07

Permission is hereby given to ☐ install ☐ alter ☑ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 4/16/07, after which date this approval shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of granting this approval. An **Operation Permit** must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 (EX) gallons

Site LTAR: — GPD/ft² (For new installations only.)

Liquid Capacity of Dosing Tank: 1000 (EX) gallons

Drainfield Design ☑ N/A

Trench Depth: _____ inches

Trench Width: _____ feet

Line Spacing: _____ feet (O.C.)

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Bed Design *(For Repair Installations ONLY.)* ☐ N/A

Bed Depth: 28 inches

Bed Width: 3 feet

Total line length: 400 feet

# of Lines: 4 @ 100 feet

Depth of Media: 12 inches (Type) INNOVATIVE

Distribution Device: PRESSURE MANIFOLD

Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

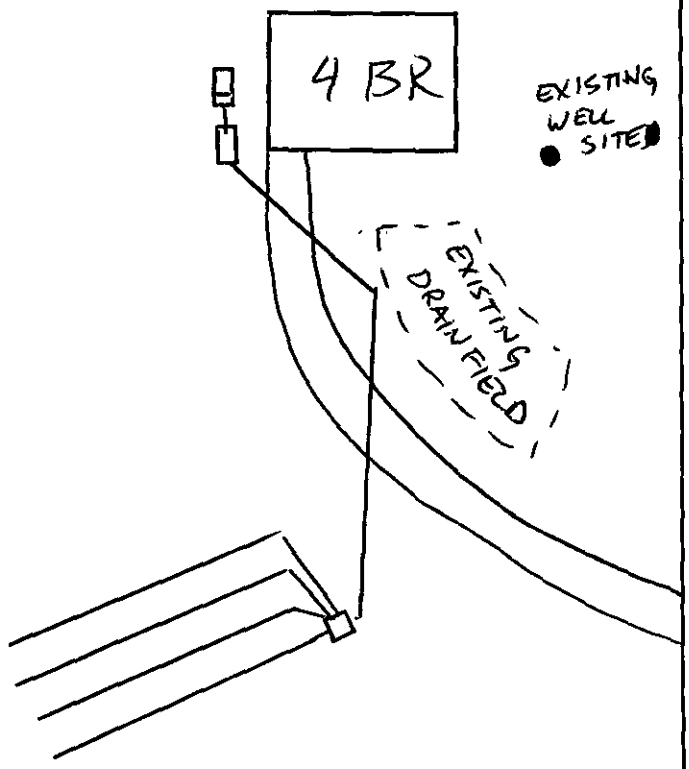
Minimum System Setbacks

Distance from Building Foundation: 25 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 50 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: IIIb PUMP 25% REDUCTION; DISCONNECT SUPPLY LINE FROM EXISTING DRAINFIELD (FAILING SYSTEM)

DENR Authorized Agent: Chris Sherrill, RS, CSS Signature: Christopher M Sherrill

FILE NUMBER: 1397A

SEPTIC FEE: 0
DATE: 3/15/07

Revised On: January 3, 2007

APPLICATION NUMBER: 2120

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

WELL FEE: _____
DATE: _____

1. SEPTIC / TYPE APPLICATION: ☐ NONE ☐ NEW SYSTEM ☐ ALTERATION ☑ REPAIR ☐ MODIFIED PLOT PLAN

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

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 217-311-10
STREET ADDRESS: 18137 TAYPORT DR
CITY: CLT
STATE: NC ZIP: 28278
SUBDIVISION NAME:
LOT #: LOT SIZE (acres): 5 +
TOWNSHIP:
☑ 0-MECKLENBURG ☐ 3-CORNELIUS ☐ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____
HEATED SQUARE FOOTAGE: 3500
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A
NUMBER OF BEDROOMS TO BE ADDED: 0 NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

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

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED)*:

	☐ ANY TYPE	☐ CONVENTIONAL	☐ ACCEPTED	☑ INNOVATIVE	☐ ALTERNATIVE	☐ OTHER _____
8A. RANK:	____	____	____	____	____	____

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☐ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☑ NO	JURISDICTIONAL WETLANDS	☐ YES	☑ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☐ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES	☑ NO

10. PROPERTY OWNER:
NAME: Fred Parker
ADDRESS: 18137 Tayport
CITY:
STATE: ZIP: 28278
HOME PHONE: WORK PHONE:
MOBILE PHONE: 7033630524 FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? _____

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

_____ 3.15.07
Property Owner's or Owner's Legal Representative Signature Date

15. WELL PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of 12 months from the date of issuance.

_____
Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

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

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

Sheet: 1 of 2
Property ID: 217-311-10
Lot #:
File #: 1397A
AppID:

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Frederick Parker
Applicant: Steve Autry
Address: 18137 Tayport Drive, Charlotte, NC 28278
Date Evaluated: 3/15/2007
Proposed Facility: Residence
Design Flow (.1949): 480 gpd
Property Size:
Location of Site: 18137 Tayport Drive, Charlotte, NC 28278
Property Recorded:
Water Supply: [ ] Public [ ] Individual [x] 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	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS,7	0-4	GR/SL	FR/SS/SP/SEXP	>42" TO SOIL WETNESS	42	NA	NONE	PS,IV
		4-42	SBK/C	FI/S/P/SEXP					.3 GPD/FT^2
		42+	M/SAP						
2	"	0-10	GR/SL	FR/SS/SP/SEXP	"	"	"	"	"
		10-42	SBK/C	FI/S/P/SEXP					
		42+	M/SAP						
3	"	0-10	GR/SL	FR/SS/SP/SEXP	>40" TO SOIL WETNESS	40	"	"	"
		10-40	SBK/C	FI/S/P/SEXP					
		40+	M/SAP						
4	"	0-12	GR/SL	FR/SS/SP/SEXP	>41" TO SOIL WETNESS	41	"	"	"
		12-41	SBK/C	FI/S/P/SEXP					
		41+	M/SAP						
5	"								
					SITE LTAR				.3 GPD/FT^2

Description	Initial System	Repair System
Available Space (.1945)		~~SE~~ B
System Type(s)		IIIb
Site LTAR		.3

Other Factors (.1946): None
Soil Evaluation By: Chris Sherrill, RS, LSS
Others Present: S. Autry
Site Classification (.1948):
Site Evaluation By:
Others Present:

COMMENTS: Area evaluated for repair drainfield

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

Consistence	Consistence	Mineralogy
Moist	Wet	SEXP-Slightly Expansive
VFR-Very Friable	NS-Non-Sticky	EXP-Expansive
FR-Friable	SS-Slightly Sticky	
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



CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 1397A DATE: 5/22/97

TC: 27.151.02 ☐ L ☒ CRT

SERIAL Nº 17144

Name of Owner ~~Fred Hart~~ Frederick Parker, Jr. Juris.: _____

Address of Property 18137 Tayport Dr.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 5 @ 80'

Cover Depth 18"

Water Supply Source Well

Distance to Water Source 52'

Excavation Inspected 5/22/97

Tank(s) Inspected 6/11/97 2HB

Wash Line Inspected —

High Water Alarm Inspected 8/14/97

PLOT

Design 1500 ST, 1000 PT, 1200 SQ FT, 12"G, CECIL-LIKE CTR# Autry

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

☐ installed or constructed ☐ altered or repaired

☑ in accordance with the permit issued ☐ as detailed in the plot above

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

☐ Certificate of Completion ☑ Operation Permit

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

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

COMMENTS: Type III - pump to conventional

Teri Higgins-Burney R.S.
Environmental Health Specialist

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

Mecklenburg County
Health Department

August 5, 1997

Frederick Parker, Jr.
3092 Point Clear Drive
Tega Cay, SC 29715

Re: 18137 Tayport Drive
File: 1397A
Parcel: 217-151-02

Dear Mr. Parker:

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

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

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

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

Please call me at 336-5572 to discuss any question you may have concerning this matter.

Sincerely,

Toni Higgins-Bunney, R.S.
Individual Water and Wastewater Systems

FEE: fee transferred CHK 3090 from 5/25/17

DATE: 5/16/96 gc

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

12-442

4 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 #: 1392A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 217-151-02

STREET ADDRESS: 18137 Tayport Dr

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 73

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3,455 SQ FT

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

6/3/96 Site visited with Toni Bunney Today. House site & Septic Field area are Confirmed AS Same location. L.P. is Confirmed

Judy Klein R.S.

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

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

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C) __ MUNICIPAL (M) ✓ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:

NAME: PARKER JR. (LAST) FREDERICK G & KAREN S. (FIRST) (MI)

ADDRESS: 3092 POINT CLEAR DRIVE

CITY: TEGA CAY STATE: S.C. ZIP: 29715

DAYTIME PHONE: 704 588 - 3013

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 12-19-69

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: Frederick G Parker DATE: 5/16/96

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

COPY

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

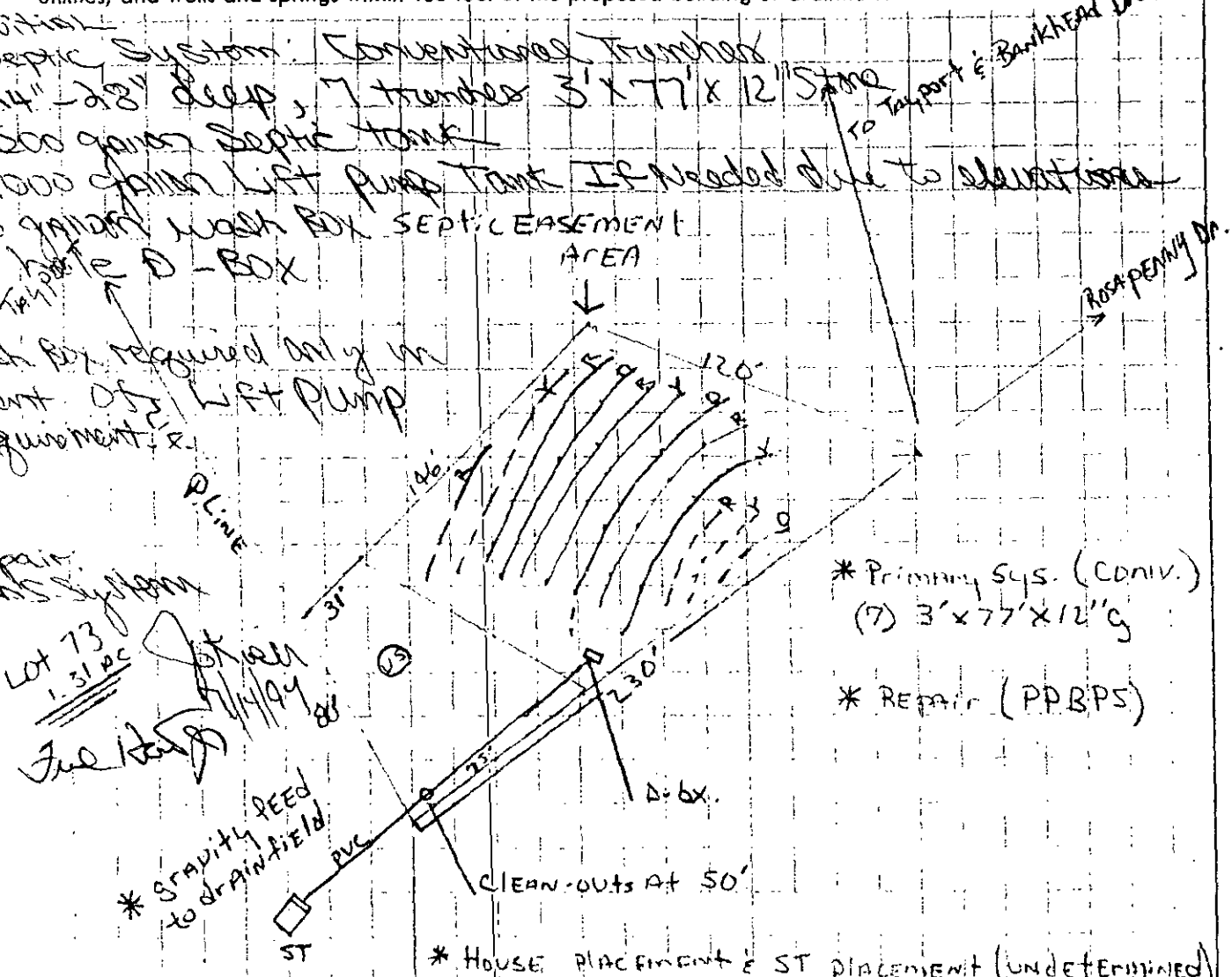
FILE: 1397-A
151-02
TC: 217-143-26
Lot 73

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.

Initial Septic System: Conventional Trenches
24"-28" deep, 7 trenches 3' x 77' x 12" Stone
1500 gallon Septic Tank
1000 gallon Lift Pump Tank If Needed due to elevations
& 4 gallon Wash Box
Septic to D-Box

* Wash Box required only in event of Lift Pump requirement.

Repair Septic System



* Primary Sys. (Conv.)
(7) 3' x 77' x 12" S

* Repair (PPBPS)

Lot 73
1.31 AC

JTK 7/14/94

* House placement & ST placement (undetermined)

Home
Bld.
Site
4 bedrm.

* Diversion ditch Above Lines required At Time Final Completion is requested (COC) JTK 7/14/94

SCALE 1" = 60'

APPROVAL DATE 7/14/94

5/16/96

DATE 5/16/96

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

217-151-02
PARCEL NUMBER

18137 Jayport Dr
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

DA
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	✓ APPROVED	____ NOT APPROVED
2. FLOODWAY REGULATIONS	✓ Rwb APPROVED	____ NOT APPROVED
3. WATERSHED PROTECTION	✓ APPROVED	____ NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	✓ APPROVED	____ NOT APPROVED
5. PUBLIC UTILITY EASEMENT	____ PRESENT	____ NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	____ YES	____ NO
7. DRIVEWAY PERMIT REQUIRED	____ YES	____ NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	____ YES	____ NO

REMARKS: S F House Min FFE 571.0

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

SIGNED: Rwb

REVISED 1/91

JF

DAVID 5/25/93

1397A

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

CK# 3090 $200.00

FILE 1397-A

A CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

Date: 5/25/93

PERSON FILING APPLICATION:

NAME: Whittaker, Tim (last) (first) (mi)

ADDRESS: 512 S. South St. PHONE: 704 (__) 866-9540

CITY: Gastonia, STATE: NC ZIPCODE: 28052

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 217-151-02

STREET ADDRESS: 18137 Tayport Dr.

ZONING:

PROPERTY OWNER:

NAME: Hart Fred (last) (first) (mi)

ADDRESS: 18239 Tayport Dr PHONE: 704 (__) 588-6003

CITY: Charlotte STATE: NC ZIPCODE: 28278

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

Township (check one):
[X] 0 Mecklenburg County [] 2 Davidson [] 4 Pineville [] 6 Huntersville
[] 1 Charlotte [] 3 Cornelius [] 5 Matthews [] 7 Mint Hill

TYPE APPLICATION (check one):

LOT NUMBER: 73 LOT SIZE (in acres): 1.31 AC.

[] SOIL TEST - INDIVIDUAL LOT (D)
[X] NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
[] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[] COMMERCIAL OR INDUSTRIAL (N)
[] SOIL TEST DEVELOPMENT (P)
[] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[] MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
[] REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
[] SINGLE MOBILE HOME (S) [X] HOUSE (H) [] MULTIPLE FAMILY (U)
[] DOUBLE WIDE (D) [] MODULAR HOME (M) [] OTHER _____ (O)

NUMBER BEDROOMS: 4 NUMBER OCCUPANTS: 8

SYSTEM CLASSIFICATION: CONV. / mod.

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[] Community (C) [] Shared Well (S)
[] Municipal (M) [] Other 'spring' (O)
[X] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply): Initial Bld. Phase
[] Swimming Pool [] Jacuzzi [] Stable/Barn [] Workshop [] None
[] Garage [] Storage Building [X] Deck/Patio [] Bedrooms [] Other

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: Tim Whittaker Date: 5/25/93

NOTICE: Hart F.H.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, 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 permit is not transferable.

[X] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

(1) Conventional Septic System designed for 4 bedroom home (2) Lift Pump may be required
(3) Agreement Form Recorded with Register of Deed and on File in This Office
(4) 100% repair utilizing PPBS System
(5) Owners Acknowledgement of modified Alternative Replacement System on File.

Judy J. Kidd R.S. 7/14/94
Environmentalist Date

Philo S. Walker 7/14/94
Director or Authorized Section Head Date

WWATER : 122791

COPY

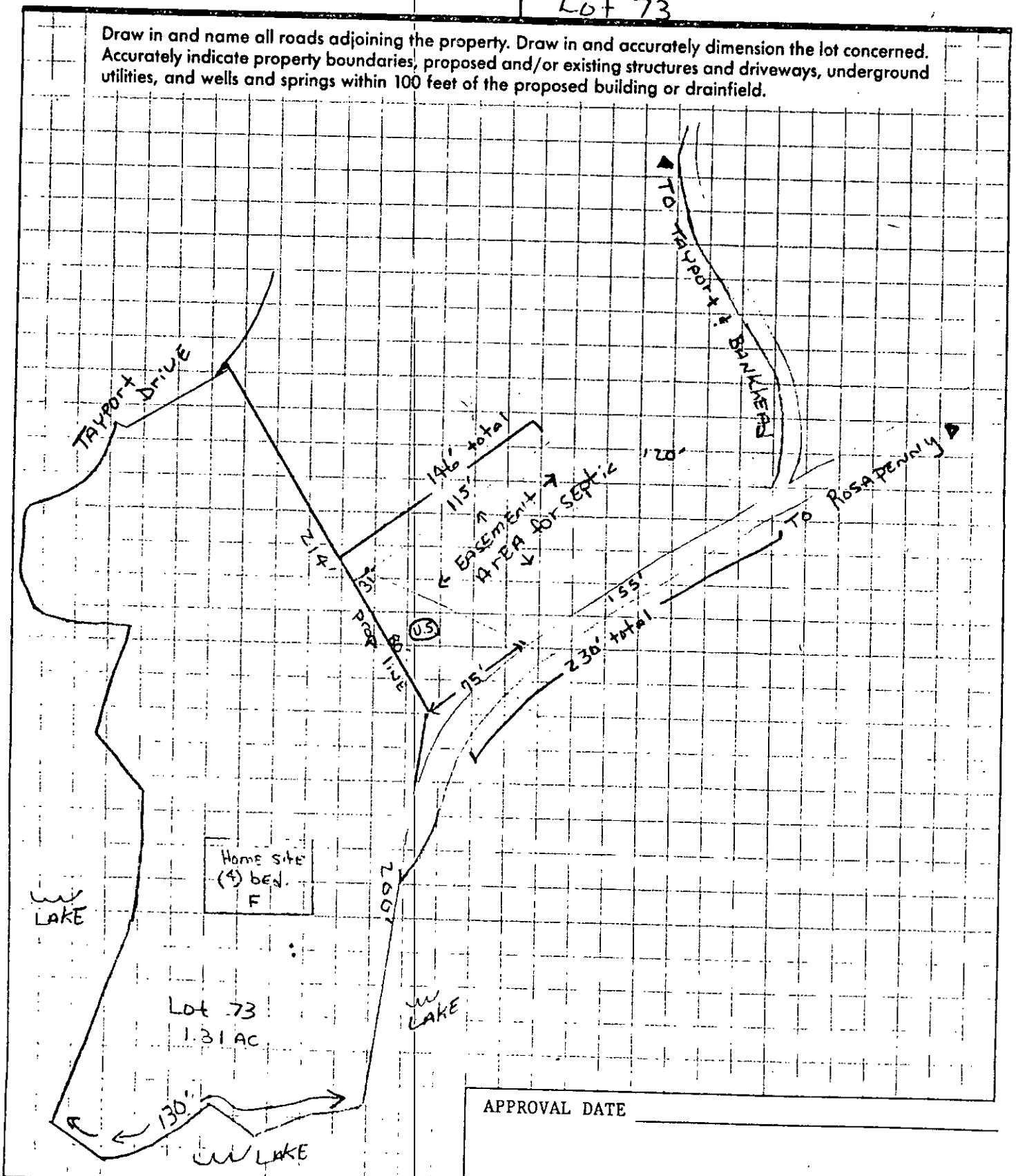
PROPOSED PLOT PLAN

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

FILE: 1397-A
151-02
TC: 217-~~143~~-26

Lot 73

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.



APPROVAL DATE _____

PROPOSED PLOT PLAN

COPY

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

FILE: 1397-A

TC: 217-151-02 143-26

Lot 73

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.

Initial Septic System: Conventional Trenches
24"-28" deep, 7 trenches 3'x77'x12" Stone
1500 gallon Septic Tank
1000 gallon Lift Pump Tank If Needed due to elevations
40 gallon Wash Box Septic Easement
Area
Taxpost
Use D-Box
* Wash Box required only in event of Lift Pump requirement, i.e.
Repair PPBPS System
Lot 73
1.31 ac
Joe Kiser 7/14/94
Joe Kiser
P Line
146'
31'
12.0'
Taxpost & Bankhead Drs.
Rosapenny Dr.
* Primary Sys. (Conv.)
(7) 3'x77'x12" Gs
* Repair (PPBPS)
230'
73'
D-Box
* Gravity Feed to drainfield
PVC
ST
Clean-outs at 50'
* House placement & ST placement (undetermined)
Home Bldg. Site 4 bedrm.
* Diversion ditch Above Lined required At Time Final Completion is requested (CO)
Joe Kiser 7/14/94
Joe Kiser
Scale 1/60'
APPROVAL DATE 7/14/94
5/16/96
LAKE

JUDITH A GIBSON REG OF DEEDS MECK NC

**** NC EXCISE TAX: 200.00 ***

BK: 07709 PG: 0897/0899 #:0045 12.00

FILED FOR REGISTRATION 03/22/94 08:57

Excise Tax I

MECKLENBURG COUNTY MAR 22.94

[redacted] 200.00 TRAN S

STATE OF NORTH CAROLINA

Real Estate Excise Tax

13979 2128B

Tax Lot No. 217-151-02A Parcel Identifier No. _____

Verified by _____ County on the ____ day of _____, 19____.

by _____.

Mail after recording to Grantee

This instrument was prepared by Ethelene G. Williams, Supervisor, Recreational Properties.

Brief description for the Index **Section 44, Lot 73**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of February, 1994, by and between

Grantor	Grantee
CRESCENT RESOURCES, INC. P. O. BOX 1003 CHARLOTTE, NC 28201-1003	T. CARLTON BRYANT and wife, JUDITH H. BRYANT and FRED HART, JR. and wife, JOYCE H. HART 18211 Tayport Drive Charlotte, NC 28278

This property was conveyed to Grantor as "Crescent Land and Timber Corp." Grantor's name was changed effective August 1, 1989, to Crescent Resources, Inc., by Articles of Amendment filed in the office of the South Carolina Secretary of State and by Application for Amended Certificate of Authority filed in the office of the North Carolina Secretary of State.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Mecklenburg County, North Carolina**, and more particularly described as follows:

BEING Lot 73 in Section 44, as shown on map recorded in Map Book 17 at page 466 in the office of the Register of Deeds for Mecklenburg County; AND BEING a part of the property conveyed to Crescent Land & Timber Corp. by deed of Duke Power Company recorded in Book 3146 at page 165 in the office of the Register of Deeds for said County.

This conveyance is made subject to the following easements, reservations, conditions and restrictions:

1. That said lot shall be used only for single family recreation and/or single family residence purposes;

2. That not more than one private single family residential dwelling, together with accessory buildings and facilities normally incident to a private single family residential home site shall be constructed upon the said lot;

3. Said lot shall not be used for business, commercial, industrial, condominium, apartment or other multi-family residential uses;

4. Subdivision of the land conveyed by this deed into two or more lots is expressly prohibited.

5. No part of any building shall be constructed nearer than ten (10') feet from any lot line or nearer than fifty (50') feet from the contour shown on the aforesaid map; provided, however, existing buildings located on the land conveyed hereby may remain where they are;

6. No trucks, trailers or other vehicles (other than permanently installed mobile homes) shall be placed upon said lot and used as a building;

7. No refuse, garbage, rubbish or waste of any kind shall be placed upon other lands, roadways, or waters adjoining said lot nor shall any refuse, garbage, rubbish or waste of any kind be placed upon or allowed to remain upon said lot;

8. No illegal, offensive or obnoxious use shall be made of said lot nor shall a

200 ac

nuisance be maintained thereon;

9. Grantee will construct and maintain in accordance with the requirements of local Health Departments and the State Board of Health, either an outside toilet or an inside sewage system and septic tank or an inside sewage system connected to a utility system meeting the aforesaid governmental requirements;

10. Grantee will not permit any use of the premises and buildings thereon by the general public for compensation or otherwise, provided that this provision shall not preclude normal visiting by and entertainment of Grantee's nonpaying guests, and provided further, that this provision shall not preclude Grantee's leasing his single family residential building to a third party for use in compliance with the restrictions herein contained;

11. Any water system used to supply said lot shall comply with the regulations of local Health Departments and the State Board of Health;

12. Grantor reserves unto Duke Power Company, its successors and assigns, an easement over a ten-foot (10') wide strip of land across said lot, said strip adjoining the road contiguous to said lot and said road being the road shown on the recorded map, for the installation, maintenance and operation of utilities, including electric, telephone, radio and television transmission cables, and other service facilities, together with the accessory right to locate guy wires, braces or anchors, and to cut, trim or remove trees and plantings wherever necessary upon said lot in connection with such installation, maintenance and operation;

13. Grantor reserves unto Duke Power Company, its successors and assigns, an easement for the maintenance and operation of any existing electric distribution lines that may be located upon said lot and not located in the ten-foot (10') easement described above, together with the right to cut, trim or remove any trees and plantings wherever necessary in connection with such maintenance and operation;

14. Grantor reserves for itself, its successors and assigns, an easement over a ten-foot wide strip running along the inside of all side lot lines of said lot together with the right to, but not the obligation to, construct and maintain drainage ditches, slopes or storm sewers. In the event that Grantee has now a presently existing structure on said strip, then the strip shall detour around said structure (keeping within the aforesaid lot lines and having a ten-foot (10') width from the edge of the structure) and except for said detour, run along said lot lines with said ten-foot width;

15. Grantor reserves unto Duke Power Company, its successors and assigns, the right to deposit by air upon the land herein conveyed any emissions arising from or associated with the operation of the electric power plant or plants now constructed or to be constructed on the Catawba River or its tributaries by the said Company;

16. No owner of said lot shall have any claim or cause of action against Grantor, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of willful or wanton misconduct;

17. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation;

18. In the event Duke Power Company, its successors or assigns, hereinafter acquires title to the property conveyed hereby, none of the restrictions, easements, conditions, or reservations herein contained shall preclude or be construed to preclude said Company from using said property for any of the following purposes: (1) electric generating plant(s) including ancillary facilities for construction and operation of the electric generating plant(s); (2) electric substation(s) and transmission lines, together with necessary rights of way for the construction of substation(s) and lines and ingress and egress thereto; (3) "Exclusion Area(s)" as now or hereinafter defined in 10 CFR § 100.3, as amended; (4) sewer line(s); and (5) water supply line(s); and

19. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

20. If an existing access road crosses the lot herein conveyed, the right of ingress and egress over said road is reserved for the purchasers of recreational lots served by said road, their heirs, successors and assigns, and for Grantor, its successors and assigns, until such time as roadways are constructed within the road rights of way designated as access roads on the recorded maps of Grantor for the section and lot herein conveyed.

As part of the consideration for this conveyance, Grantee does hereby give and grant unto the Grantor, its successors and assigns, the right, privilege and option to purchase for the sum of Ten ($10.00) Dollars any right(s) of way for ingress and egress which may be acquired by Grantee, whether by operation of law or otherwise, over any lands of Grantor and any lands formerly of Grantor heretofore conveyed to others, except those rights of way for access shown upon the recorded maps of Grantor for the section and lot herein conveyed. This option shall remain in effect for a period of time equal to the period established in the Option to Purchase given by Grantee to Duke Power Company by instrument of even date herewith to be recorded. This option shall run with the land and shall be binding upon the Grantee, Grantee's heirs, successors and assigns.

As part of the consideration for this conveyance, Grantee hereby releases and forever quitclaims unto Grantor all Grantee's right, title and interest in and to any adjoining or nearby lands, the record title to which is in Grantor, except such interest in said adjoining or nearby lands as Grantee holds pursuant to a written instrument between Grantor and Grantee which instrument is still valid after the recording of this deed. By delivering and accepting this deed Grantor and Grantee acknowledge and agree that the Lease between them

dated prior to the recording of this deed and including all or part of the land hereby conveyed is hereby terminated.

By accepting this deed Grantee signifies his understanding that Grantor specifically makes no promises, covenants, warranties or guarantees relative to:

1. The continued existence of any lake;

2. The purity or any other characteristic of the water in any lake;

3. The maintenance of any particular water level at any time or season in any lake;

4. Any right to use for any purpose or any right to access to the water of any lake; and

5. Any right to construct piers, docks, boathouses, or any other improvements of any sort except upon the land conveyed hereby in keeping with the aforesaid restrictions, easements, conditions and reservations.

By accepting this deed Grantee signifies his understanding that Duke Power Company has certain privileges and easements affecting the property hereby conveyed which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the Catawba River and its tributaries upon and over said property, as more specifically described in the deed from Duke Power Company to the Grantor recorded in the office of the Register of Deeds for the aforesaid County.

TO HAVE AND TO HOLD the aforesaid tract of land and all privileges and appurtenances thereto belonging to said Grantee, and Grantee's heirs, successors and assigns, to their only use and behoof forever, except that this conveyance is made subject to the easements, reservations, conditions and restrictions set out above and to all other conditions, easements, reservations and restrictions of record.

And the said Grantor for itself and its successors and assigns covenants with the said Grantee and the Grantee's heirs, successors and assigns, that it is seized of said premises in fee and has right to convey the same in fee simple; that the same is free and clear from all encumbrances and that it will warrant and defend the title to the same against the lawful claims of all persons whomsoever, except that this conveyance is made subject to the reservations, easements, conditions and restrictions set out above or of record and to the taxes for the current year which Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials this the day and year first above written.

ATTEST: CRESCENT RESOURCES, INC.

Ethelene G. Williams — Ronald M. Bost

By: Assistant Secretary — By: Vice President

SEAL-STAMP

NORTH CAROLINA, MECKLENBURG COUNTY.

I, a Notary Public of the County and State, hereby certify that Ethelene G. Williams, personally came before me this day and acknowledged that she is Assistant Secretary of CRESCENT RESOURCES, INC., a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Ronald M. Bost, its Vice President, sealed with its corporate seal and attested by herself as its Assistant Secretary. Witness my hand and official stamp or seal, this 10th day of February, 1994.

Cathy Walters Barkley
Notary Public

My Commission Expires: October 27, 1998

The foregoing Certificate(s) of _____

is\are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy\Assistant -Register of Deeds

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Cathy Walters Barkley

Notary(ies) Public is/are certified to be correct.

This 22nd day of March, 1994

JUDITH A. GIBSON, REGISTER OF DEEDS

By: Darlene Wren Deputy Register of Deeds

COPY

Mail to: Duke Power Company
Deeds & Records Section
P. O. Box 1007
Charlotte, NC 28201-1007

Prepared by: E. Williams, Supervisor
Recreational Properties

STATE OF NORTH CAROLINA
COUNTY OF **MECKLENBURG**

OPTION TO PURCHASE

THIS AGREEMENT, made this **10th** day of **March, 1994**, by and between

T. CARLTON BRYANT and wife, JUDITH H. BRYANT and FRED HART, JR. and wife, JOYCE H. HART

hereinafter called "Seller" (whether one or more), and DUKE POWER COMPANY, a corporation organized under the laws of the State of North Carolina, hereinafter called "Purchaser";

W I T N E S S E T H :

That the said Seller in consideration of the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, gives and grants to Purchaser and its successors and assigns, the option to purchase all of that certain tract of land situate, lying and being in **Mecklenburg** County, State of North Carolina, said land being more particularly described as follows:

PARCEL 1: BEING Lot 73 in Section 44, as shown on map recorded in Plat Book 17 at page 466 in the office of the Register of Deeds for Mecklenburg County; AND BEING the same property conveyed to Seller by deed from Crescent Resources, Inc. on or about the same date as this Option and recorded in the office of the Register of Deeds for said County.

PARCEL 2: BEING all that certain tract of land containing 2.34 acres, bound on the north by Bankhead Road 60' Right of Way, on the east and south by lands now or formerly of Crescent Resources, Inc., on the southwest by Lot 73, Section 44, above described and on the northwest by Tayport Drive 60' Right of Way, as shown on plat of survey entitled CRESCENT RESOURCES, INC. LAKE WYLIE ADDITION TO LOT 73 SECTION 44, dated September 10, 1993, marked Dwg. No. LW 44-D-B, a copy of which designated "Exhibit A" is attached hereto and made a part hereof; AND BEING a part of the property conveyed to Carolina Centers LLC by deed of Crescent Resources, Inc. and CLT Development Corp. recorded in Deed Book 7606 at page 475 in the office of the Register of Deeds for said County.

AND ALSO BEING the same property conveyed to Seller by deed from Crescent Resources, Inc. and deed from Carolina Centers LLC dated on or about the same date as this Option and recorded in the office of the Register of Deeds for said County.

This Option may be exercised by giving notice thereof to Seller within the time hereinafter set out. This Option may be **exercised only if the land described herein is needed by Duke Power** Company for any of the following purposes: (1) electric generating plant(s) including ancillary facilities for construction and operation of the electric generating plant(s); (2) electric

substation(s) and transmission lines, together with necessary rights of way for the construction of said substation(s) and lines and ingress and egress thereto; (3) "Exclusion Area(s)" as now or hereinafter defined in 10 CFR § 100.3, as amended; (4) sewer line(s); and (5) water supply line(s) (A letter from the President of Duke Power Company, its successors or assigns, to Seller stating that said Company needs the said land for any of the above purposes shall be conclusive evidence of such need.). This Option may be exercised by the Purchaser if, and only if, it is exercised prior to eighteen (18) years after the death of the last to die of Anne Ford Grigg, John Humphrey Grigg, Mary Lynne Grigg, Mary Salley Griffith, Elizabeth Jane Griffith, George Wagoner Ferguson, III, Tracey Lynne Ferguson, Carole Lynn Jolly, Christopher Howard Jolly and David Lassiter Jolly. Anne Ford Grigg, John Humphrey Grigg and Mary Lynne Grigg are all children of William H. Grigg, who on February 23, 1975, was Senior Vice President, Legal and Finance, for Duke Power Company. Mary Salley Griffith and Elizabeth Jane Griffith are both children of Steve C. Griffith, Jr., who on February 23, 1975 was General Counsel for Duke Power Company. George Wagoner Ferguson, III and Tracey Lynne Ferguson are both children of George W. Ferguson, Jr., who on February 23, 1975, was Secretary and Associate General Counsel of Duke Power Company. Carole Lynn Jolly, Christopher Howard Jolly and David Lassiter Jolly are all children of Raymond A. Jolly, Jr., who on February 23, 1975, was Associate General Counsel for Duke Power Company.

The purchase price for said land shall be the fair market value of said land and the improvements thereon at the time of the exercise of this Option, said value to be determined as hereinafter set forth. If the Seller and Purchaser are unable to agree upon the fair market value of the land and improvements, the Seller and Purchaser shall each appoint a qualified real estate appraiser and these two appraisers shall appoint a third qualified real estate appraiser. In the event agreement by a majority of said appraisers as to the fair market value is reached, it shall be final and binding on both parties hereto, and judgment upon the appraiser's decision (award) may be entered in any Court having jurisdiction thereof and if so entered said Court shall order the conveyance of said land. In the event a majority of the appraisers so selected shall be unable to agree (including without limitation the situation where the first two appraisers cannot agree on the selection of a third appraiser) or in the event that either party hereto fails to appoint an appraiser within ten (10) business days after written request by the other party to so appoint, either party hereto may request the Secretary of the Carolina Chapter of the American Arbitration Association to submit a list of three (3) names of real estate appraisers, residents of North Carolina, from which an appraiser shall be selected by each party alternately striking one name on the list until only one name is left and this person shall be the sole appraiser. The Purchaser shall strike the first name. In the event either Purchaser or Seller refuses to strike a name within ten (10) business days after written request by the other party to so strike, then the party who has not refused to strike may select the sole appraiser from one of the three (3) names submitted by the Chapter of said Arbitration Association. If said Chapter no longer exists or for any reason refuses to act, either party may request any other Chapter of the American Arbitration Association to act as provided herein. In the event the parties request different Chapters to act, the Chapter first contacted shall have exclusive jurisdiction to act as provided herein.

The appraiser(s) selected as set forth above shall, as promptly as possible, render a decision (award) as to the fair market value, and said decision (award) shall be binding upon the parties hereto, and judgment upon the appraiser's(s') decision (award) may be entered in any Court having jurisdiction thereof and if so entered said Court shall order the conveyance of said land. The Seller shall pay the reasonable expenses and charges of the appraiser(s).

Within a reasonable time after the fair market value purchase

price has been established as set forth above, the Seller shall execute and deliver to Purchaser a good and sufficient general warranty deed conveying title to the said property free and clear of all encumbrances except ad valorem taxes for the year in which the property is conveyed (The taxes for the real property are to be prorated on a calendar year basis to the date of final settlement and any taxes for personal property are to be paid by Seller or if not then payable credited to Purchaser.). The fair market value purchase price, less any deductions necessary to pay off any mortgage(s) or other encumbrance(s) on the said land, shall be paid to Seller upon delivery of the deed and the parties shall execute any and all documents or papers that may be necessary on or before the date of final settlement. Seller shall vacate and Purchaser shall be given possession of said land on or before the date of final settlement.

The Seller may convey to a third party the land described in this Option but the terms and conditions of this Option shall be binding upon the Seller and the Seller's successor(s) in interest until the end of the time within which Purchaser is allowed to exercise this Option as set forth above.

The Seller may mortgage or otherwise encumber the land described in this Option and any improvements now or hereafter located thereon so long as said mortgage or encumbrance is subordinate to Purchasers' option rights as contained herein, and any buyer at a foreclosure or other involuntary sale will take subject to and subordinate to Purchasers' option rights as contained herein. Upon exercise of this Option the purchase price as set forth above shall first be applied to appraisal fees and appraisal expenses, then to liens of record in the order of their priority. The balance remaining shall then be paid to Seller.

The foregoing notwithstanding, Purchaser agrees that if the portion of the purchase price applied to liens of record upon the exercise of this Option, as aforesaid, shall not be sufficient to pay in full the outstanding balance (as hereinafter defined) of any qualifying first lien mortgage (as hereinafter defined), then, in addition to the portion of the purchase price applied to such first lien mortgage, Purchaser will pay the owner and holder of any such first lien mortgage, at the closing of a purchase hereunder, the difference between said outstanding balance and the portion of the purchase price applied to such first lien mortgage. For the purpose of this Agreement, the term "qualifying first lien mortgage" shall be defined as any first lien mortgage secured by the real property described in this Option and filed in the public registry of the above described county on or before the date notice of exercise of this Option is given to the Seller by Purchaser excepting, however: (1) mortgages held by or originally given to a person or firm other than a State or Federally chartered savings and loan association, bank or credit union; (2) mortgage indebtedness secured by other property or contract rights other than the personal obligation of the Borrowers; (3) mortgage indebtedness secured by third party endorsement or guarantee; and (4) a mortgage given to secure prior indebtedness which is not a refinancing of a mortgage on the fee simple interest or the leasehold interest in the land described in this Option; and the term "outstanding balance" shall be defined as the loan balance as of the date notice of exercise of this Option is given to Seller and interest accruing on said loan balance from the time of notice to Seller until payment is made to the holder of the first lien mortgage as herein provided, less any past due interest or advancements made for payment of taxes, assessments, repairs or insurance as of the date of notice to Seller and less any interest attributable to such past due interest or advancements. Prepayment penalties shall not be applicable as to Purchaser.

The availability of this Option shall not preclude Purchaser from exercising its power of eminent domain if available to it. If the Purchaser shall first elect to acquire the property through condemnation proceedings, this Option shall not be deemed to require Purchaser to satisfy any such first lien mortgage

indebtedness, nor shall it affect the rights of the owner and holder of any such first lien mortgage indebtedness in the condemnation proceedings. Purchaser further agrees that if the real property described in this Option shall be subject to a first lien mortgage to which the stipulation set forth above shall apply and notice of exercise of this Option has been given to the Seller, the Purchaser will not then voluntarily withdraw its notice of exercise under this Option and then proceed to acquire the property through condemnation proceedings.

When herein used, the term "mortgage" shall also mean deed of trust. Also, for purposes of the aforesaid stipulation, a mortgage which would otherwise be a first lien shall not be deemed a second lien or junior encumbrance merely because it is subordinate to this Option.

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors and assigns of the parties hereto. The words "Seller" and "Purchaser" as used herein shall be construed to mean either the singular or the plural, masculine or feminine, their respective heirs, legal representatives, successors or assigns, whenever the context so requires or admits. The word "Seller" as used herein shall be construed to mean the party or parties who signed this Option for only such time as said party(ies) owns the land herein described, and the word "Seller" shall thereafter mean the owner(s) of the land herein described, it being the intent of the parties that this Option run with the land for the term herein provided.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

_____(SEAL)
T. Carlton Bryant

_____(SEAL)
Judith H. Bryant

_____(SEAL)
Fred Hart, Jr.

_____(SEAL)
Joyce H. Hart

STATE OF _____ }
COUNTY OF _____ }

I, _____ a Notary Public for said County and State, do hereby certify that _____

_____

_____

personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) instrument;

WITNESS my hand and seal, this ____ day of _____, 19__.

My Commission Expires: _____
Notary Public

STATE OF NORTH CAROLINA }
COUNTY OF _____ }

The foregoing (or annexed) certificate of _____

_____

is adjudged to be correct. Let the instrument and the certificate be registered.

This _____ day of _____, A.D., 19__.

Form 01531 (R6-91)

Prepared by: R. Wayne McGee
Treasurer

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the ..... day of ..... 19 .....

Signed: .....

.....

.....

Recording: Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ..... 19 .....

by .....

Mail after recording to ..... Crescent Resources, Inc., P.O. Box 1003, Charlotte, NC 28201-1003

.....

This instrument was prepared by ..... Crescent Resources, Inc.

Brief description for the Index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 10 day of March, 19 94, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
T. Carlton Bryant and wife Judith H. Bryant and Fred Hart, Jr. and wife Joyce H. Hart 18211 Tayport Drive Charlotte, NC 28278	W. Wallace Gregory, Jr. P. O. Box 33189 Charlotte, NC 28242	Crescent Resources, Inc. 400 South Tryon Street P.O. Box 1003 Charlotte, NC 28201-1003

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Ninety Thousand and 00/100

Dollars ($ 90,000.00), as evidenced by a promissory note of even date herewith, the terms of which incorporated herein by reference. The final due date for payment of said promissory note, if not sooner paid, is March 10, 2009

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns,

the parcel of land situated in Mecklenburg County, North Carolina, more particularly described as follows:

All that lot or parcel of land described as Lot No. 73 as shown on plat of survey thereof, marked Dwg. No. L.W. 44-D, dated May 28, 1975, recorded in Plat Book 17 at page 466 of the Mecklenburg County Registry; AND ALSO all that parcel of land dexcribed as Addition to Lot 73, Section 44, as shown on plat of survey thereof entitled "CRESCENT RESOURCES, INC. LAKE WYLIE ADDITION TO LOT 73 SECTION 44" dated September 10, 1993, marked Dwg. No. L.W. 44-D-B and recorded with deed of Carolina Centers LLC of even date.

AND BEING all that said Lot 73 having been conveyed to Grantor by Beneficiary by deed of even date herewith and that said Addition to Lot 73 having been conveyed to Grantor by Carolina Centers LLC by deed of even date herewith.

TO HAVE AND TO HOLD said premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby shall comply with all of the covenants, terms, and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent of the gross proceeds of the sale or the minimum sum of $500.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five percent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission of minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustees as follows:

1. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

2. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

3. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR. If all or any part of the property or an interest therein is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's written consent, Beneficiary may, at its option, declare all the sums secured by this deed of trust to be immediately due and payable.

Notwithstanding a sale or transfer, Grantor will continue to be obligated under the note and this deed of trust unless Beneficiary has released Grantor in writing.

4. WASTE. The Grantor covenants that he will keep the premises conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

6. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case of the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

8. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

.....

By: .....

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

..... (SEAL)
T. Carlton Bryant

..... (SEAL)
Judith H. Bryant

..... (SEAL)
Fred Hart, Jr.

..... (SEAL)
Joyce H. Hart

SEAL-STAMP

NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that .....

..... Grantor,

personally appeared before me on this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this .....

day of ..... 19 .....

Use Black Ink

My commission expires: ..... Notary Public

SEAL-STAMP

NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that .....

personally appeared before me on this day and acknowledged that .....he is ..... Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its .....

President, sealed with its corporate seal and attested by .....as its ..... Secretary.

Witness my hand and official stamp or seal, this .....day of ..... 19 .....

Use Black Ink

My commission expires: ..... Notary Public

The foregoing certificate(s) of .....

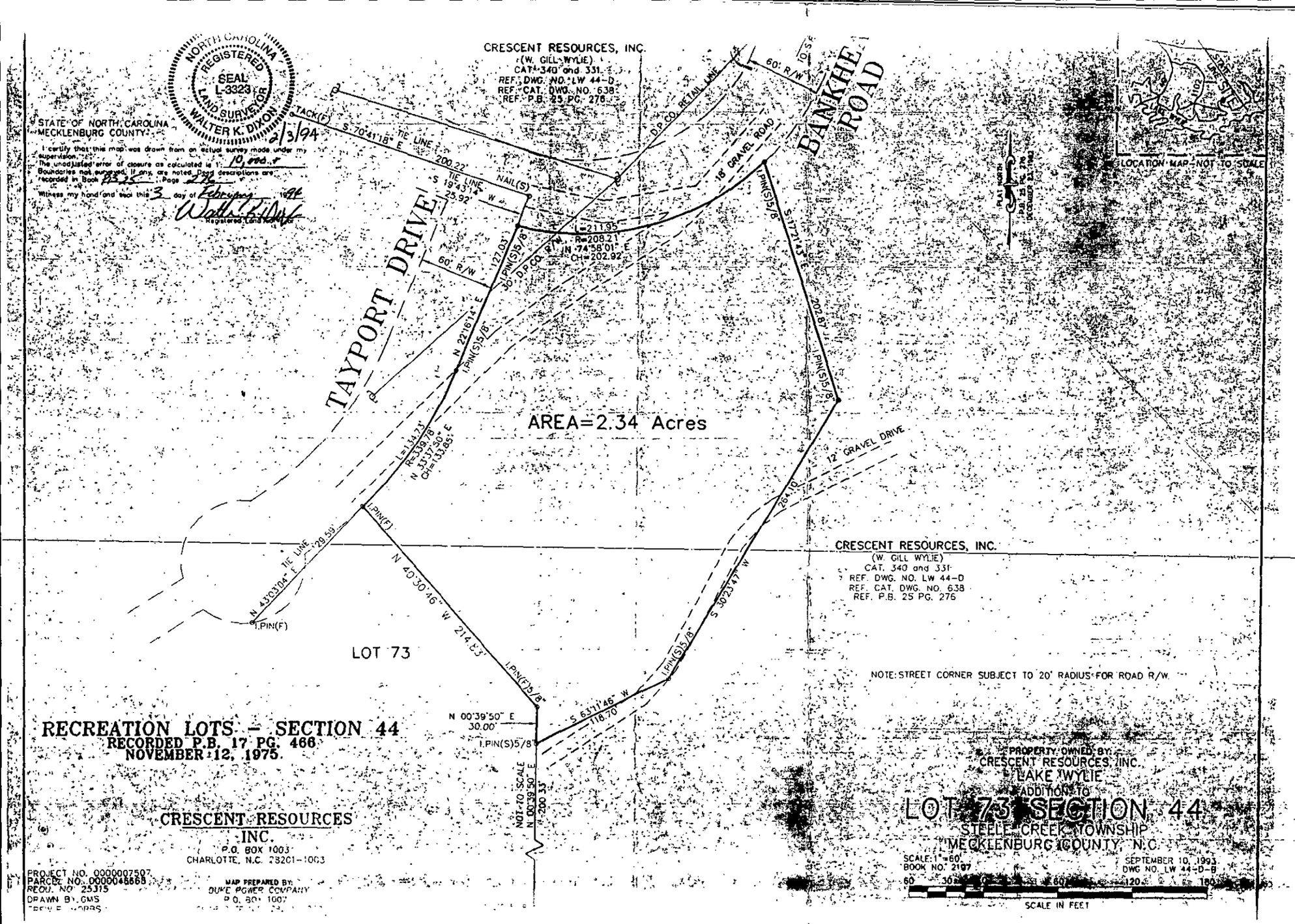
.....

.....

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

..... REGISTER OF DEEDS FOR ..... COUNTY

By ..... Deputy/Assistant-Register of Deeds.


NORTH CAROLINA REGISTERED SEAL L-3323 LAND SURVEYOR WALTER K. DIXON
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY
I certify that this map was drawn from an actual survey made under my supervision. The unadjusted error of closure as calculated is 1: 10,000+. Boundaries not surveyed. If any, are noted. Deed descriptions are recorded in Book 8325 Page 576
Witness my hand and seal this 3 day of February 1994
Walter K. Dixon
Registered Land Surveyor
2/3/94
CRESCENT RESOURCES, INC.
(W. GILL WYLIE)
CAT. 340 and 331
REF. DWG. NO. LW 44-D
REF. CAT. DWG. NO. 638
REF. P.B. 25 PG. 276
TACK(F)
S 70°41'18" E
TIE LINE
200.22'
NAIL(S)
S 19°43'14" W
25.92'
TAYPORT DRIVE
60' R/W
227.03'
30' D.P.CO. R/W
I.PIN(S)5/8"
D.P.CO. RETAIL LINE
60' R/W
BANKHEE ROAD
18' GRAVEL ROAD
L=211.95'
R=208.21'
N 74°58'01" E
CH=202.92'
S 17°21'43" E
202.87'
I.PIN(S)5/8"
I.PIN(S)5/8"
N 22°16'14" E
I.PIN(S)5/8"
L=134.73'
R=339.78'
N 33°37'50" E
CH=133.85'
AREA=2.34 Acres
12' GRAVEL DRIVE
264.18'
I.PIN(F)
N 43°03'04" E
TIE LINE
29.59'
N 40°30'46" W
214.23'
I.PIN(F)5/8"
N 00°39'50" E
30.00'
I.PIN(S)5/8"
S 63°17'46" W
118.70'
I.PIN(S)5/8"
S 30°23'47" W
I.PIN(F)
LOT 73
NOT TO SCALE
N 00°39'50" E
200.33'
CRESCENT RESOURCES, INC.
(W. GILL WYLIE)
CAT. 340 and 331
REF. DWG. NO. LW 44-D
REF. CAT. DWG. NO. 638
REF. P.B. 25 PG. 276
NOTE: STREET CORNER SUBJECT TO 20' RADIUS FOR ROAD R/W.
PLAT NORTH
P.B. 25 PG. 276 RECORDED
LOCATION MAP - NOT TO SCALE
RECREATION LOTS - SECTION 44
RECORDED P.B. 17 PG. 466
NOVEMBER 12, 1975.
CRESCENT RESOURCES
INC.
P.O. BOX 1003
CHARLOTTE, N.C. 28201-1003
PROJECT NO. 0000007507
PARCEL NO. 0000048868
REQU. NO 25315
DRAWN BY: GMS
MAP PREPARED BY:
DUKE POWER COMPANY
P.O. BOX 1007
PROPERTY OWNED BY:
CRESCENT RESOURCES, INC.
LAKE WYLIE
AN ADDITION TO
LOT 73 SECTION 44
STEELE CREEK TOWNSHIP
MECKLENBURG COUNTY, N.C.
SCALE: 1"=60'
BOOK NO. 2197
SEPTEMBER 10, 1993
DWG. NO. LW 44-D-B
60 30 0 60 120 180
SCALE IN FEET

MECKLENBURG COUNTY HEALTH DEPARTMENT
700 NORTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-5102

REQUEST FOR TRANSFER OF SERVICE PAYMENT/INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

SERVICE: IMPROVEMENT PERMIT (NEW)
IMPROVEMENT PERMIT, SOIL TEST, E.G.

FILE NUMBER 397A TAX NUMBER 217-151-02

PROPERTY ADDRESS 18137 Rayport Drive

NAME OF ORIGINAL APPLICANT Joyce Hart

NAME OF PERSON PURCHASING PROPERTY/TRANSFEROR Frederick G. Porter, Jr.

I UNDERSTAND THAT THE PERMIT TO CONSTRUCT AND UNUSED MONIES FOR INSPECTIONS ARE FULLY RELINQUISHED BY THIS DOCUMENT.

SIGNATURE OF ORIGINAL APPLICANT
Joyce Hart DATE 10/16/94

AS BUYER OF THIS PROPERTY, I UNDERSTAND THAT THE PERMIT IS ONLY VALID WHEN USED EXACTLY AS ISSUED. SHOULD CHANGES BE DESIRED, THEY MUST BE REQUESTED AND APPROVED BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT ACCORDING TO CURRENT REGULATIONS AND FEES.

AN ORIGINAL COPY OF THIS REQUEST MUST BE PRESENTED AND ACKNOWLEDGED BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT TO BE VALIDATED.

SIGNATURE OF TRANSFEREE
Gertrude Porter DATE 5/16/96

1397A

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

OWNER'S ACKNOWLEDGMENT OF MODIFIED/ALTERNATIVE REPLACEMENT SYSTEM REQUIREMENT

Site Address: 18137 Tayport Drive

File Number: 1397A

Parcel Number: 217-151-02

Owner/Agent Name: Fred Hart
(Please print)

Date: 7/14/94 Number of Bedrooms: 4

Receipt of the plan and specifications for a conventional system of sewage disposal for the above property is hereby acknowledged. Upon receipt of the information, a review was made of the material on file and a site evaluation was conducted. The plan was then reviewed in conjunction with provisions of 15A NCAC 18A .1900 - "Sewage Treatment and Disposal Systems." The plan as submitted is disapproved because there is not sufficient available space for a repair area for a conventional replacement system.

This site may be developed if the repair area is found to be acceptable for either a modified system (Rule .1956) or an alternative system (Rule .1957) for the replacement system as allowed by the following Rule 15A NCAC 18A .1945(b).

(b) Sites shall have sufficient available space for a repair area separate from the area determined in Paragraph (a) of this Rule. The repair area shall be based upon the area of the nitrification field required to accommodate the installation of a replacement system as specified in Rule .1955, .1956, or .1957 of this Section. Prior to issuance of the initial Improvement Permit for a site, the local health department shall designate on the permit the original system layout, the repair area, and the type of replacement system.

Please be advised that you have the right of an informal review by this Department and the right of appeal under G.S. 130A-335(g) and 130A-24, which appeal can be held in Mecklenburg County.

By signing this form, and signing and recording in the Mecklenburg County Register of Deeds Office the attached reclassification form entitled, **"ACKNOWLEDGEMENT OF REQUEST BY OWNER FOR RECLASSIFICATION OF SITE FROM *"UNSUITABLE" TO "PROVISIONALLY SUITABLE"* UNDER 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c)**, you, the property owner,

understand and acknowledge your option to develop this site initially with a conventional sewage system and when needed, subsequently to repair or replace said system with a modified or alternative system as described in Rules .1956 "Modification to Septic Tank Systems," or .1957(a), (b), or (c) "Design Criteria for Design of Alternative Sewage Systems." The completed reclassification form must be approved by this office before it can be recorded.

In addition, you the property owner, also understand that the following conditions will apply:

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

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

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

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

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

Judy J. Kiser R.S. — Environmental Health Specialist

7/14/94 — Date

I have reviewed this document and understand its provisions and implications concerning the issuance of the Improvement Permit for the above-referenced site.

Fred Hart Jr — Property Owner Signature

7/14/94 — Date

700 North Tryon Street, Suite 211, Charlotte, North Carolina 28202,
(704) 336-5102

MECKLENBURG COUNTY REGISTER OF DEEDS
JUDITH A. GIBSON - REGISTER

CUSTOMER RECEIPT:

07/14/94

Date	Time	Inst #	Type	Book	Page	Trx	Amount
07/14/94	10:08	91	PERMIT	7844	575	FEE	12.00
07/14/94	10:08	91	PERMIT	7844	575	COPY	1.05
07/14/94	10:08					TOT	13.05
07/14/94	10:08					CASH	20.05
07/14/94	10:08					CHNG	7.00

1397-A

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 07/14/94 10:08
BK: 07844 PG: 0575/0577 #:0091 13.05

FILE COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT OF REQUEST BY OWNER FOR RECLASSIFICATION OF SITE FROM *"UNSUITABLE" TO "PROVISIONALLY SUITABLE"* UNDER 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c)

FILE # _____
PARCEL # 217-151-02A

The undersigned, Fred Hart Jr., Taypot Dr., Charlotte 28278, owner of property located at 217-151-02A, _____, (the "site") and described in an instrument recorded in Book 07709 at Page 0897/0599 Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

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

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

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

This instrument was prepared by: Fred HART JR
Mail after recording to: 18239 TAYPOT DR
Charlotte NC 28278

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

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

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

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

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

The undersigned further agrees for his heirs and assigns that, in the event any septic tank system installed under authority of the aforesaid permit fails to perform adequately in any respect, he will take whatever measures are required to correct same; or if such is impossible he will discontinue use of said system immediately.

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

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

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

_____ Fred Hart Jr (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

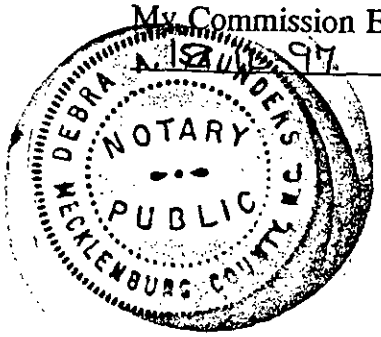
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, DEBRA A. SAUNDERS, a Notary Public for said County and State, do hereby certify that FRED HART, JR. personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 14 day of JULY, 1994.

Debra A. Saunders
Notary Public

My Commission Expires:
4/28/97



5/25/93

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

CO# 3090 $300.00

FILE 1397-A

1397A

[] CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

PERSON FILING APPLICATION:

NAME: Whittaker, Tim (last) (first) (mi)

ADDRESS: 512 S. South St. PHONE: (704) 866-9590

CITY: Gastonia, STATE: NC ZIPCODE: 28052

Date: 5/25/93

PROPERTY OWNER:

NAME: Hart Fred (last) (first) (mi)

ADDRESS: 18239 Tayport Dr PHONE: (704) 588-6003

CITY: Charlotte STATE: NC ZIPCODE: 28278

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 217-151-02

STREET ADDRESS: 18137 Tayport Dr.

ZONING:

Township (check one):
[X] 0 Mecklenburg County [] 2 Davidson [] 4 Pineville [] 6 Huntersville
[] 1 Charlotte [] 3 Cornelius [] 5 Matthews [] 7 Mint Hill

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: 73 LOT SIZE (in acres): 1.31 AC.

TYPE APPLICATION (check one):

[] SOIL TEST - INDIVIDUAL LOT (D)
[X] NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
[] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[] COMMERCIAL OR INDUSTRIAL (N)
[] SOIL TEST DEVELOPMENT (P)
[] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[] MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
[] REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
[] SINGLE MOBILE HOME (S) [X] HOUSE (H) [] MULTIPLE FAMILY (U)
[] DOUBLE WIDE (D) [] MODULAR HOME (M) [] OTHER _____ (O)

NUMBER BEDROOMS: 4 NUMBER OCCUPANTS: 8

SYSTEM CLASSIFICATION: CONV. / mod.

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[] Community (C) [] Shared Well (S)
[] Municipal (M) [] Other 'spring' (O)
[X] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
Initial Bld. Phase
[] Swimming Pool [] Jacuzzi [] Stable/Barn [] Workshop [] None
[] Garage [] Storage Building [X] Deck/Patio [] Bedrooms [] Other

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: Tim Whittaker Date: 5/25/93

NOTICE: Plus F.H.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, 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 permit is not transferable.

[X] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

(1) System designed for 4 bedroom
(2) Lift Pump may be required
(3) Agreement Form Recorded with Register of Deed and on File in this office
(4) 100% repair utilizing PPDS System
(5) Owners Acknowledgement of mod. fied Alternative Replacement System on File.

Judy J. Kidd R.S. 7/14/94
Environmentalist Date

Philip S. Walker 7/14/94
Director or Authorized Section Head Date

WWATER : 122791

827/391 Fred — 827/391 5/25/93

1397A

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

CO# 3090 $300.00

FILE 1397-A

[] CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

COPY

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...Met w/Tim Whittaker, Willie Christenbury on lot - Stake no setback per Christenbury. Tim will have Owner Contact me regarding house Consent to work of easement of Lot to Owner for Outbuilding

Environmentalist Date

Director or Authorized Section Head Date

WWATER : 122791

PROPOSED PLOT PLAN

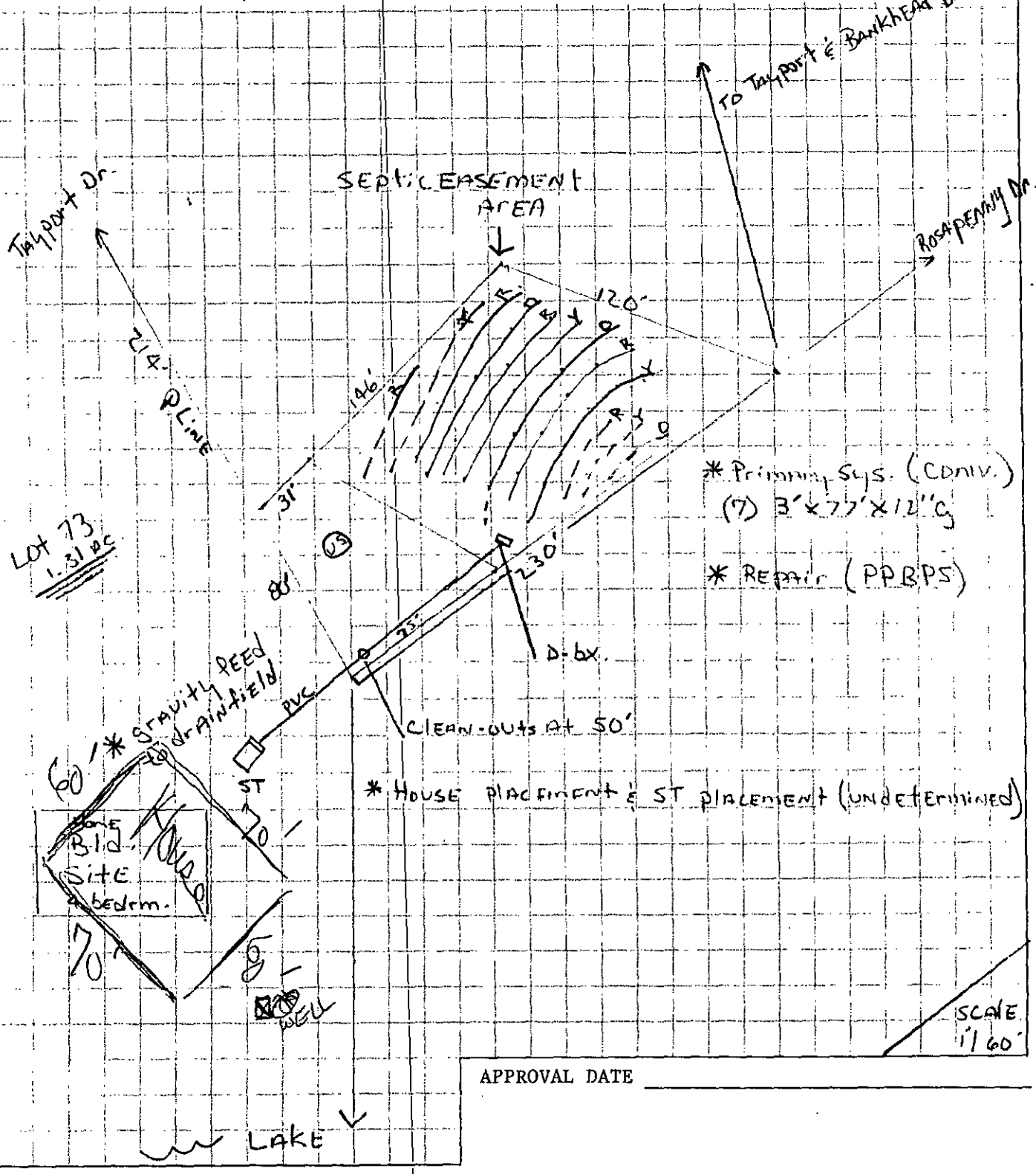
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1397-A

TC: 217-143-26

Lot 73

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.



APPROVAL DATE _____

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

PROPOSED PLOT PLAN

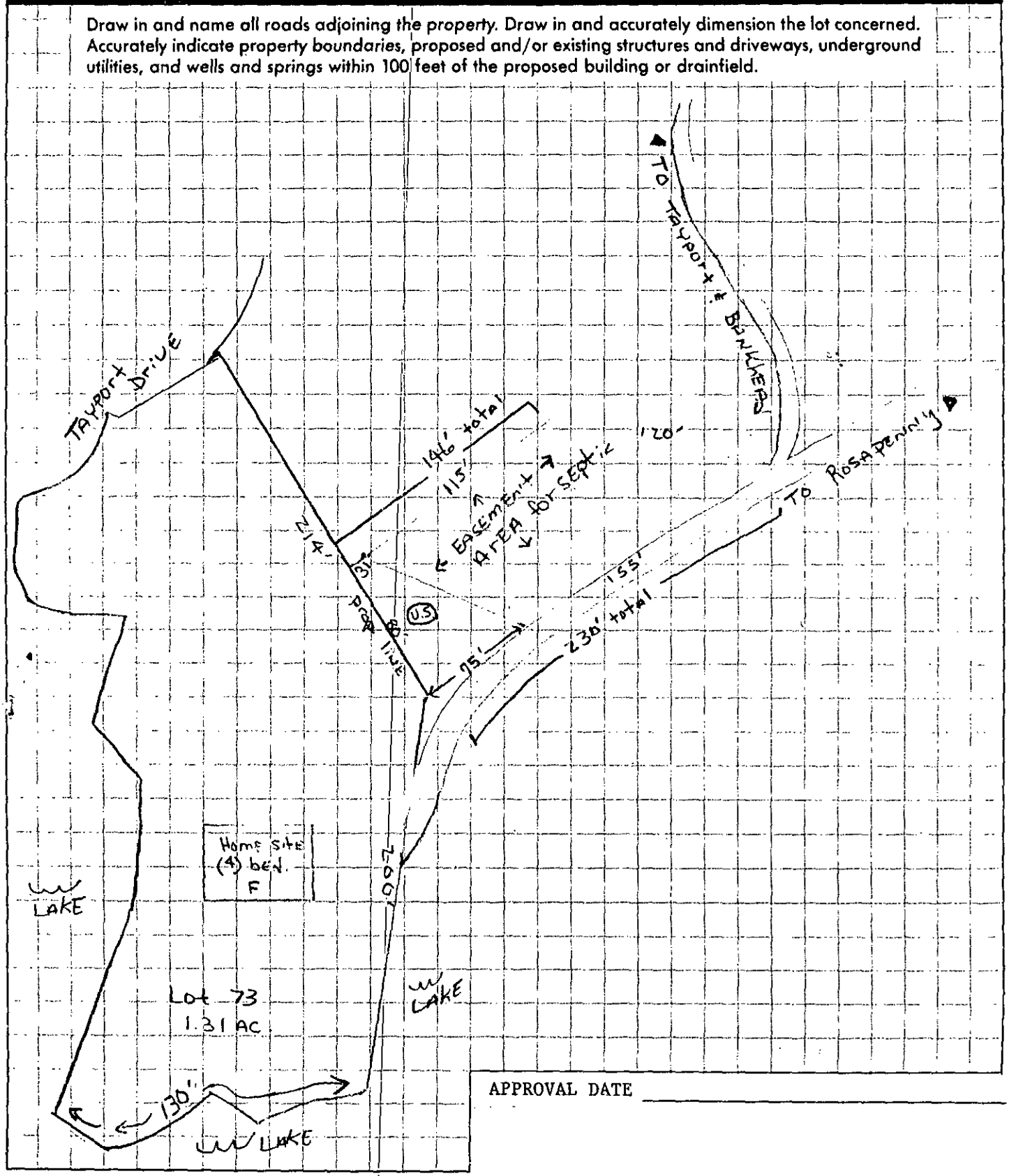
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M E M O R A N D U M

DATE: July 6, 1993

TO; File 1397A, Property located at 18137 Tayport Drive

FROM; Judy J. Kiser, R. S.

I met with Tim Whittaker on the above cited lot today to check the layout and design of the system Tim has proposed on this lot. The layout is in accordance with the requirements for a conventional septic system; however, this area where the system is staked is not a part of the parcel of 217-151-02. This land belongs to Cresent Land and Timber.

The property owner has apparently spoken to a representative for Cresent Land and Timber and has proceeded with the soils analysis and the layout to determine for Cresent the amount of land space which will be required for the system and repair area.

I explained to Tim I would await contact from the property owner with either an easement or survey of this property to confirm proper ownership or easement agreement.

Tim concurred he has already passed all of this information on to Mr. Hart the owner of the lot where the house is to be placed.

When Mr. Hart contacts this office with the appropriate documentation for the lot where the system is to be located, a visit will be made with the property owner to confirm the Improvement Permit and subsequent approval.