

3459 MAYHEW FORREST LN

19521132

1/7/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 4881B DATE: 12/3/04

TC: 195 211 32 ☑ L ☑ CRT

SERIAL 19728

Name of Owner Mack Randall Juris.:

Address of Property 3459 Mayhew Forest Ln

Inspection Data:

Tank Material PCC

Total Length of Drainfield 535

Number of Lines (7) (2) @350' / 2(93') (Drop boxes; septic; washer; septic/washer)

Cover Depth 12"

Water Supply Source Well (installed)

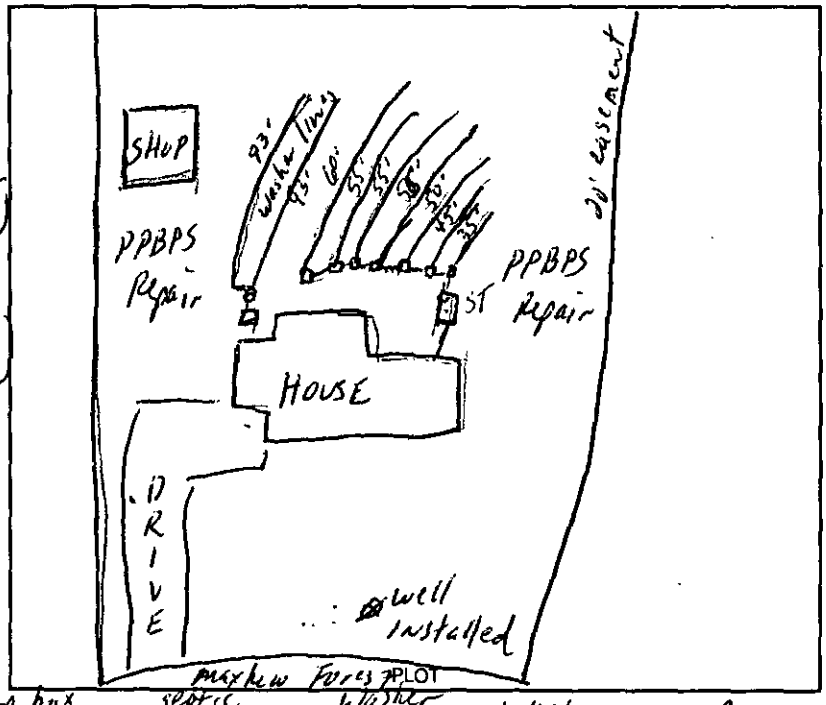
Distance to Water Source >100'

Excavation Inspected 12/3/04

Tank(s) Inspected 12/3/04

Wash Line Inspected 12/3/04

High Water Alarm Inspected NA



Design 2804, 1500ST, CON, Drop box distribution, septic 1050SFT, Washer 558SFW, 12" stone CTR# RCS

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: Septic System designed for a 4 bedroom residence Type IIa / Repair Type IV PPBPS w/pump

Philip S. Walker RS
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

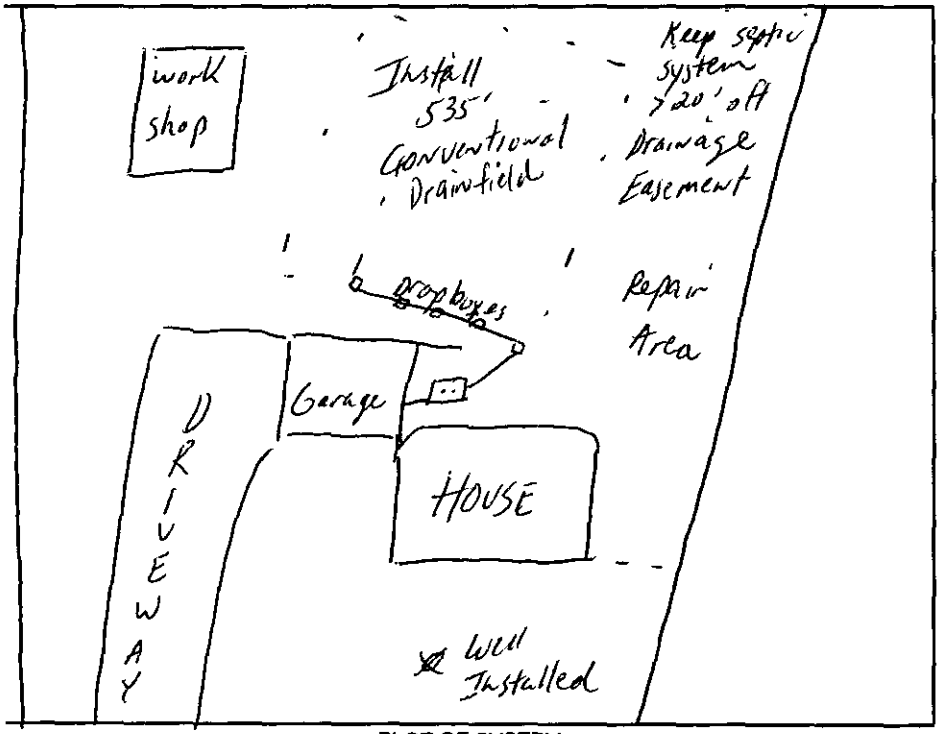
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4681B DATE: 11/11/04

TC: 195 211 32 L

SERIAL 19914

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 2/5/04. All work shall be completed on or before 12/11/04, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or 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 or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 535' feet

Number of Lines Vary (Drop boxes)

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 100' feet
50' min

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

NAME OF OWNER Mack Randall

LOCATION OF PROPERTY 3459 Mayhew Forest Ln

Comments: Install 1500 ST, Drop Box Distribution, Line lengths to Vary Install 535' Total Linear feet. Type IIa

Philo S. Walker RS
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

Permit Number: 4881B **CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON** Tax Number: 195 211 32

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be **NO** grading, filling, or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is **NOT** transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ☐ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☒ II ☐ III ☐ IV ☐ V ☐ VI

☒ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☐ Innovative or Experimental:

.3 Long-term acceptance rate (GPD/ft^2)	~~1500~~ 480' Max gallons/day wastewater flow	1610 Absorption Area (ft^2)	9' Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	535' Total trench length (ft)	24" Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone (in)	

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

Additional conditions: ~~Drop~~ box distribution

Repair Area System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

200 Absorption Area (ft^2) 400' Total trench length (ft)	~~NA~~ Depth of stone (in)	9' Trench spacing (min. on centers) (ft)	24" Maximum trench depth (in)

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

*** No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

*** This Improvement permit is transferable.

Julie S. Walker RS 11/11/04
DENR Authorized Agent Date

Owner/Agent Signature Date

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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

PERMIT NUMBER: 4881B
PARCEL NUMBER: 195 211 32

JOB LOCATION ADDRESS: 3459 Maxhew Forest Ln
PROPERTY OWNER: Randall A Mack
BUILDING CONTRACTOR: NA
SUBDIVISION NAME: Maxhew Country Estates
AUTHORIZATION ISSUED BY: Philo Walker DATE: 11/11/04

Philo J. Walker RS
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 4881B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN *INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL* MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

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

5. OTHER CONDITIONS:

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 48818

Tax Number: 195 211 32

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
YES Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	1000 Gallon pump tank if Necessary	NA Depth of stone		
Any surface waters present: NO Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: Innovative Septic System Approval, Agreement forms shall be recorded and on file prior to Cons. Authorization.				
Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 / 400 Absorption Area (Sq ft) / Total Trench Length (Ft)	NA Depth of Stone Trench	9' Trench spacing (min. on centers)	30" Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

Philip S. Walker RS 2/18/04
DEHNR Authorized Agent Date

x Randall Kuck 2/19/04
Owner/Agent Signature Date

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

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

check 1635 JKA

FEE: 150.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS 4D
DATE: 2-19-04 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 2/18/04 **PERMIT NO:** 4881B
PARCEL NO: 195 211 32

JOB LOCATION ADDRESS: 3459 Mayhew Forrest LN
PROPERTY OWNER: Randall A. Mack
BUILDING CONTRACTOR: NA
SUBDIVISION NAME: Mayhew Country Estates
AUTHORIZATION ISSUED BY: Phillip Walker RS **DATE:** 2/18/04
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4881B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: Agreement forms needed

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

x Randall Mack 2/19/04
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

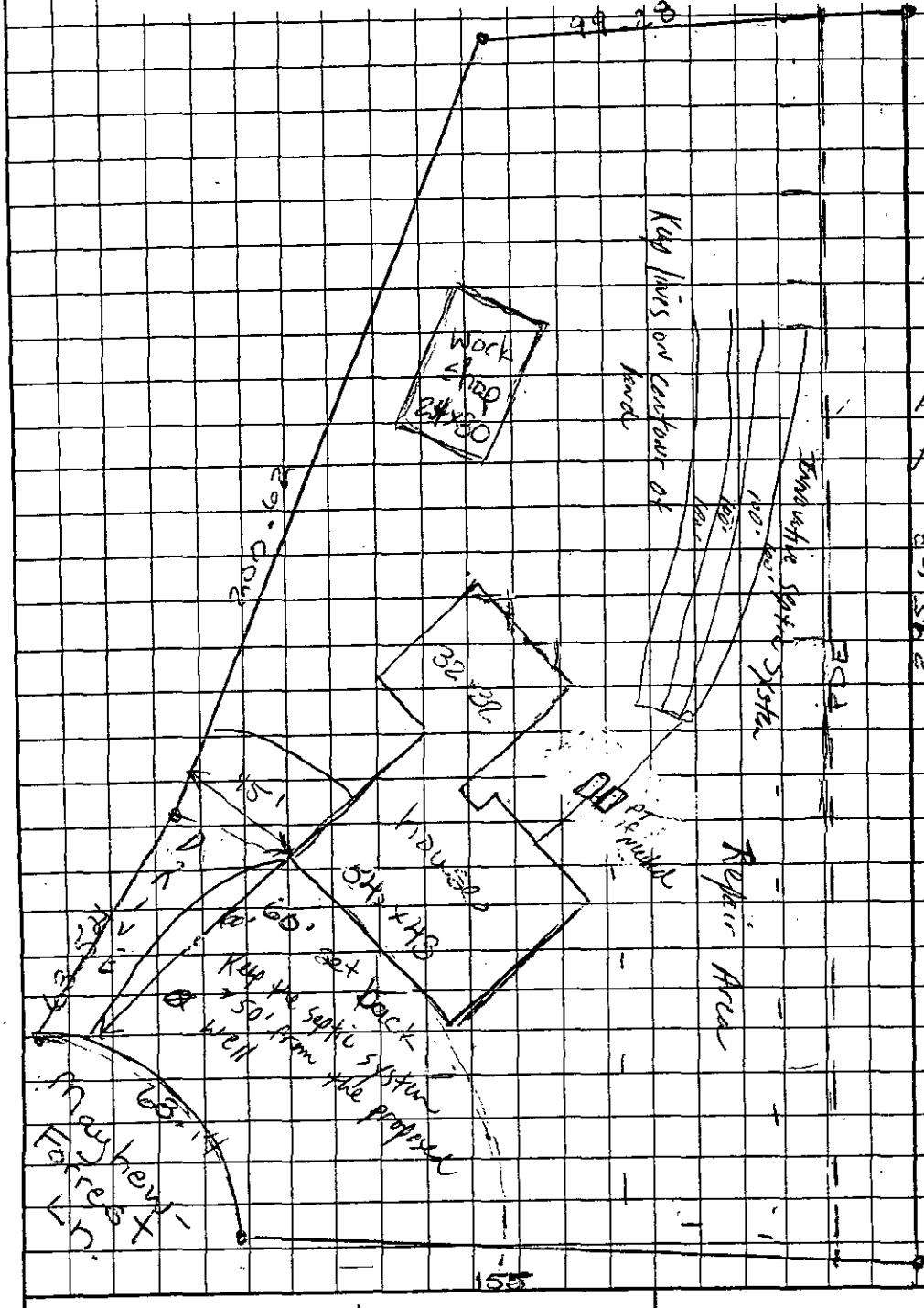
PROPOSED PLOT PLAN

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

FILE: 4881B

TC: 195-211-32

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.



COMMENTS

4 Bedroom Residence
1500 SF
1000 PT (If necessary)
Innovative Septic System
Approval
Agreement forms shall be recorded and on file prior to Cons Authorization
Key the septic system 100' (50' min) from the proposed well

Carol Mack
OWNER/AGENT SIGNATURE

APPROVAL DATE 2/18/04

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 JUN 01 12:25 PM
BK:17283 PG:92-95 FEE:$20.00

INSTRUMENT # 2004120973



2004120973

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 4881 B
PARCEL # 195 211 32

The undersigned, Randall Mack, Carol Mack, Margaret M. Green owner of property located at 3459 Mayhaw-Forrest Ln., (the "site") and described in an instrument recorded in Book 16847 at Page 748-750, 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 the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, 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:

This instrument was prepared by: Carol Mack
Mail after recording to: M/M Randall Mack 2022 Brookdale Av. Charlotte, NC 28210

-- 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.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless theDepartment, 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.

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 28th day of May, 2004.

Randall Mack (SEAL)

Carol Mack (SEAL)

Margaret Ann Green (SEAL)

_____ (SEAL)

_____
(Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Bonnie J. Mozingo, a Notary Public for said County and State, do hereby certify that Randall Mack, Carol Mack, Margaret M. Green personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 27th day of May, 2004.

Bonnie J. Mozingo
Notary Public

BONNIE J. MOZINGO NOTARY PUBLIC MECKLENBURG COUNTY, NC

My Commission Expires:

9-23-06

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act and deed of said 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 notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

REVISED 8-13-02

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

****

Filed For Registration:	**06/01/2004 12:25 PM**
Book:	**RE 17283 Page: 92-95**
Document No.:	**2004120973**
	PRMIT 4 PGS $20.00
Recorder:	**LINDA CASTLEBERRY**

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of BONNIE J MOZINGO Notary is certified to be correct. This 1 ST of June 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: Linda H. Castleberry
Deputy/Assistant Register of Deeds

****

2004120973

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

Sheet: 1
Property ID: 195-211-32
Lot #: 24
File #: 4881B
Code: 1

ACS

Residence
for ON-SITE WASTEWATER SYSTEM

Owner: Alfred Forrest
Applicant: Marcia Herring
Address: 5600 Mint Forest Drive, Charlotte, N. C. 28227
Date Evaluated: 3/15/02
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .99a
Location of Site: 3459 Mayhew Forrest Drive
Property Recorded:
Water Supply: [ ] Public [x] 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	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 6	0-5	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV .3G/DAY/FT^2
		5-48+	SBK/C	FI/SEXP/S/P					
2	"	0-4	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		4-42	SBK/C	FI/SEXP/S/P					
		42-48+	SBK/CL	FR/SEXP/SS/SP					
3	"	0-6	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		6-38	SBK/C	FI/SEXP/S/P					
		38-48+	SBK/CL	FR/SEXP/SS/SP					
4	"	0-7	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		7-41	SBK/C	FI/SEXP/S/P					
		41-48	SBK/CL	FR/SEXP/SS/SP					
5	LS, 10	0-3	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		3-12	WKSBK/SCL	FR/SEXP/SS/SP					
		12-48+	SBK/C	FI/SEXP/S/P					

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

Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 3/19/02, W. R. Marlin
Others Present:

FILE # 48818

COMMENTS 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

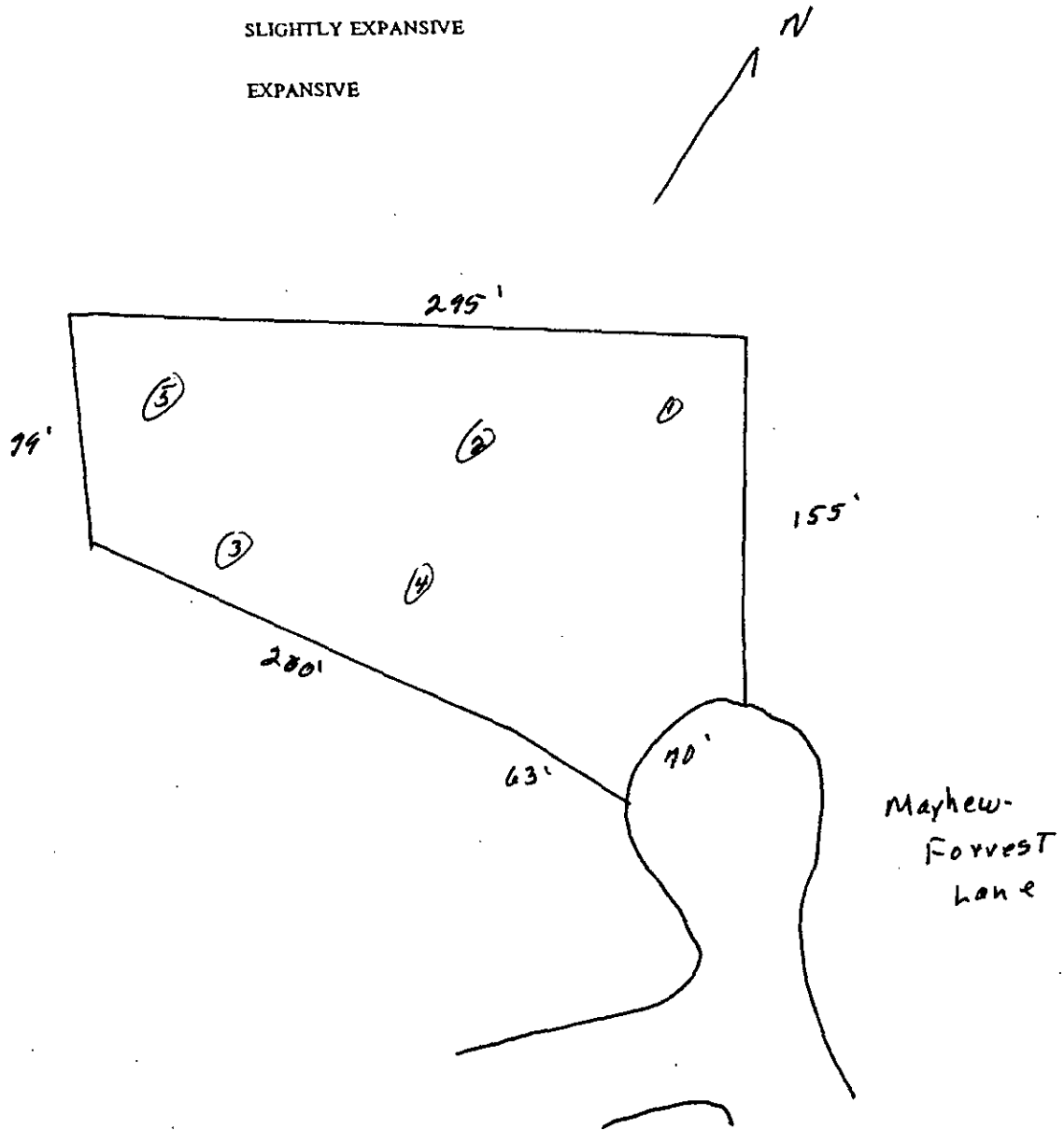
STRUCTURE

SG-SINGLE GRAIN
M-MASSIVE
CR-CRUMB
GR-GRANULAR
SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



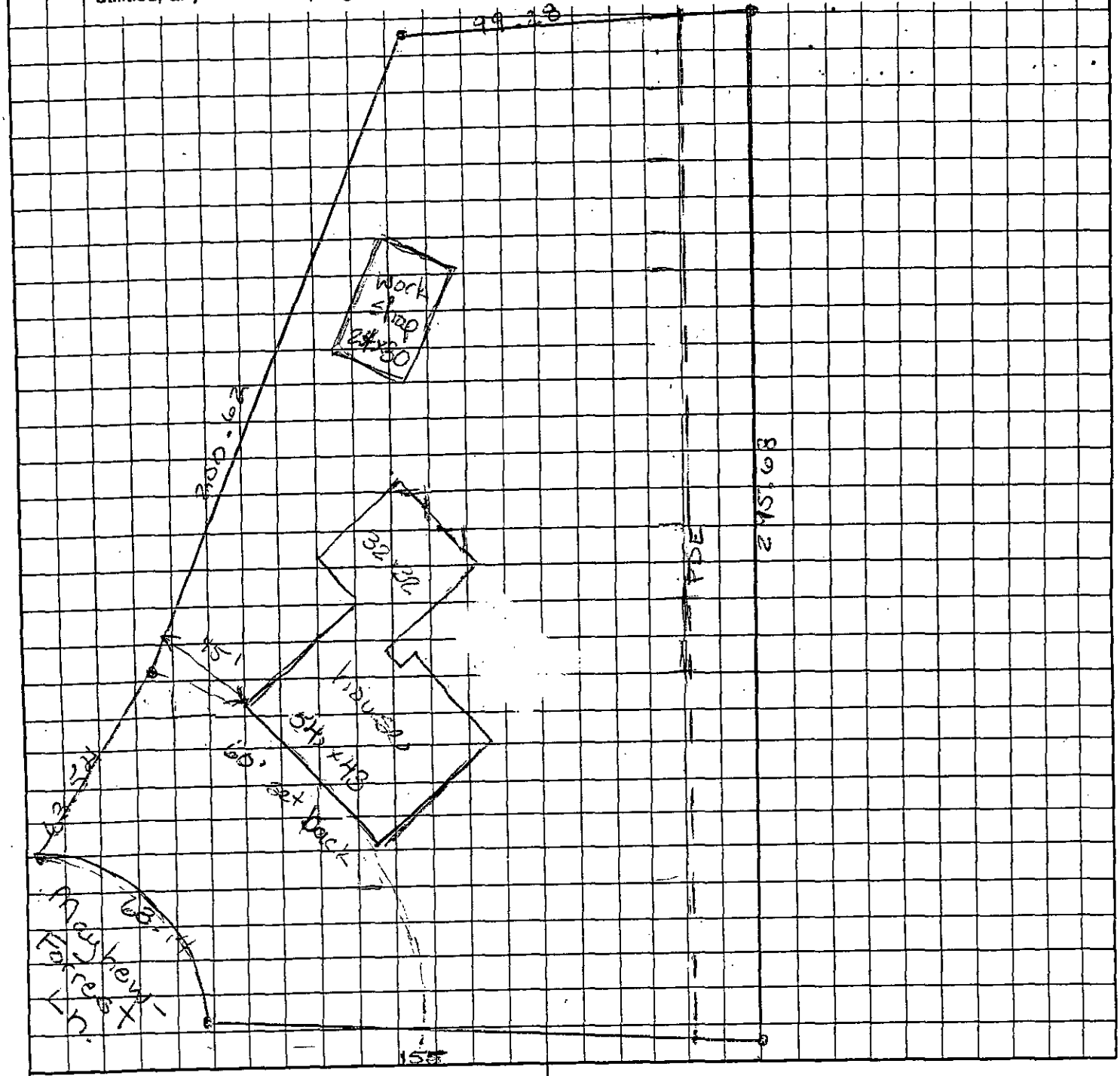
PROPOSED PLOT PLAN

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

FILE: 48816

TC: 195-211-32

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.



Paul Mode
OWNER/AGENT SIGNATURE

APPROVAL DATE _____

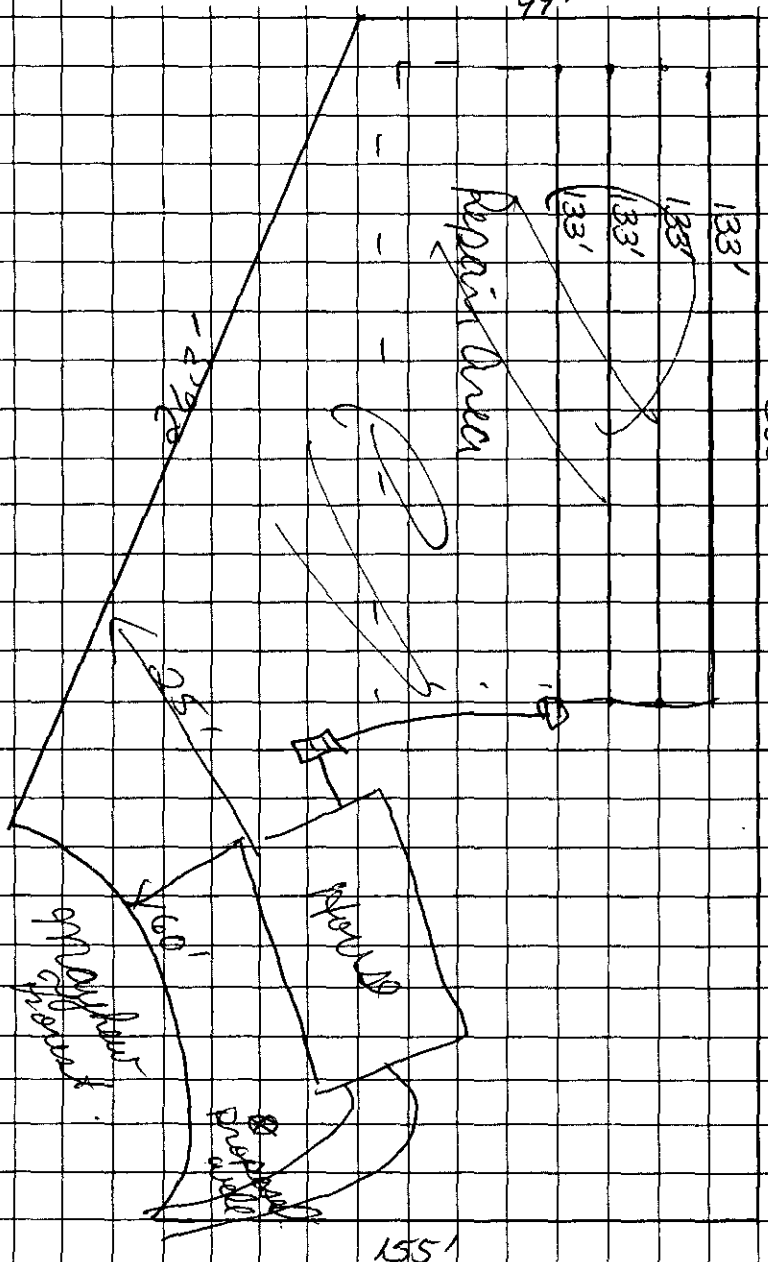
PROPOSED PLOT PLAN

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

FILE: 41881 B

TC: 195-211-32

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.



① Not to Scale.

② 1500 gal Septic Tank.
533' Linear feet of Conventional Drain Line

③ Lines to be installed level and on contour

④ Stay >5' off bldg foundation >10' off all property lines

⑤ Stay >100' from Proposed Well Location.

Rory Flood
OWNER/AGENT SIGNATURE

DATE Jan 8, 07

APPROVAL DATE _____

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

FEE: _____

DATE: _____

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

[ ] 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 #: 4881B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 19521132

STREET ADDRESS: 3459 Mayhew-Forrest Ln.

SUBDIVISION OR MOBILE HOME PARK NAME: Mayhew Country Estates

LOT NUMBER: 24

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: ~3,100

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 3

CLOSING DATE 2/27/04

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ___ YES ✓ 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
EXISTING WASTEWATER SYSTEMS ___ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS ✓ YES ___ NO
WELL, SPRINGS OR WATERLINES ___ YES ___ NO
DESIGNATED WETLANDS ___ YES ✓ NO

PROPERTY OWNER: Prospective

NAME: (LAST) Mack (FIRST) Randall (MI) A.

ADDRESS: 2022 Brookdale Av.

CITY: Charlotte STATE: NC ZIP: 28210

DAYTIME PHONE: H (704) 554-8431 W (704) 386-4324

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) –

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 11/8/2002

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: Carol G. Mack DATE: 2/5/04

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

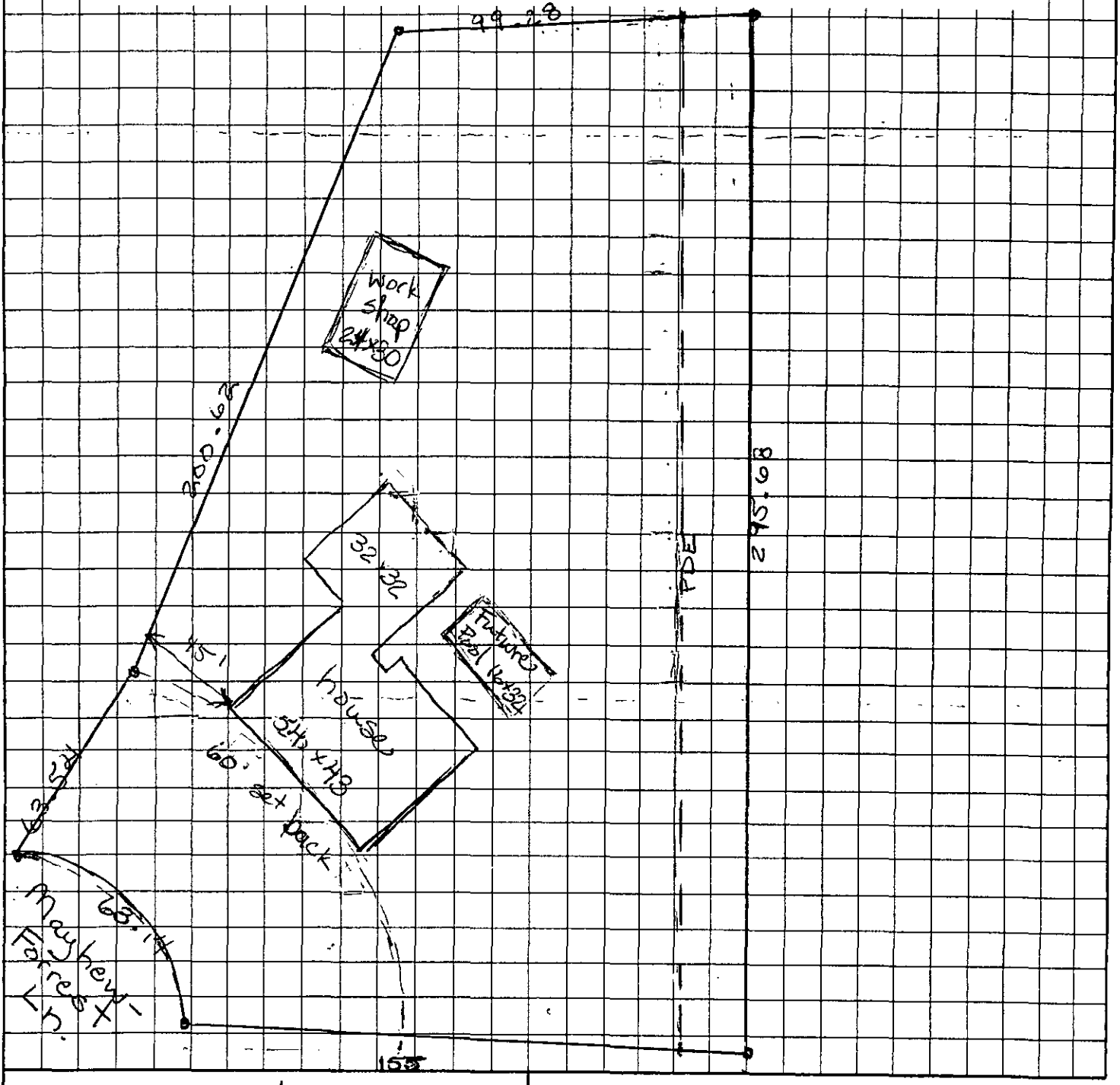
PROPOSED PLOT PLAN

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

FILE: 4881B

TC: 195-211-32

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.



Carol Mack
OWNER/AGENT SIGNATURE

DATE 2/5/04

APPROVAL DATE _____

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

FEE: AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 10-31-02 PERMIT NO: 48813
PARCEL NO: 195-211-32

JOB LOCATION ADDRESS: 3459 Mayhew Forest Dr
PROPERTY OWNER: Ray K. Flood
BUILDING CONTRACTOR:
SUBDIVISION NAME: Mayhew Forest
AUTHORIZATION ISSUED BY: Joshua R. Sellers R.S. DATE: 10-31-02
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 48813, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: 1PP

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Ray Flood — Jan 8, 04
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE — DATE

Permit Number: 4881B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 195-211-32

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Y Serviced by private well	1500 Gallon septic tank	533' Total trench length (ft)	≤36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	N/A Gallon pump tank	12" Depth of stone		
Any surface waters present: NO	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: VOID				
Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1600 Absorption Area (Sq ft) 533' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	≤36" Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

Joshua R. Sellers R.S. — DEHNR Authorized Agent — Date 10-31-02,

Rory Flood — Owner/Agent Signature — Jan 8/04 — Date

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

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

IWWS-100195

FEE: 200.00 CK# 1540

DATE: 10/24/02 JC

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

[ ] CRT

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

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

FILE #: 4 PELS

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 195-231-32

STREET ADDRESS: 3459 MAYHEW-FORREST LANE

SUBDIVISION OR MOBILE HOME PARK NAME: MAYHEW COUNTRY ESTATES

LOT NUMBER: 24

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 4

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

___ WITHOUT BASEMENT
___ ON SLAB
___ CRAWL SPACE
___ WITH BASEMENT /PLUMBING
___ WITH BASEMENT /NO PLUMBING

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

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

WATER SUPPLY (CHECK ONE):

___ COMMUNITY (C)
___ MUNICIPAL (M)
X 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: FORREST (LAST) ALFRED (FIRST) C (MI)

ADDRESS: 5600 MINT FOREST DRIVE

CITY: CHARLOTTE STATE: NC ZIP: 28227

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: FLOOD (LAST) RORY (FIRST) K (MI)

DAYTIME PHONE: (704) 733-5101

10300 Roundhouse Circle, Mint Hill NC 28227

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: X Rory Flood DATE: X Oct 24-02

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

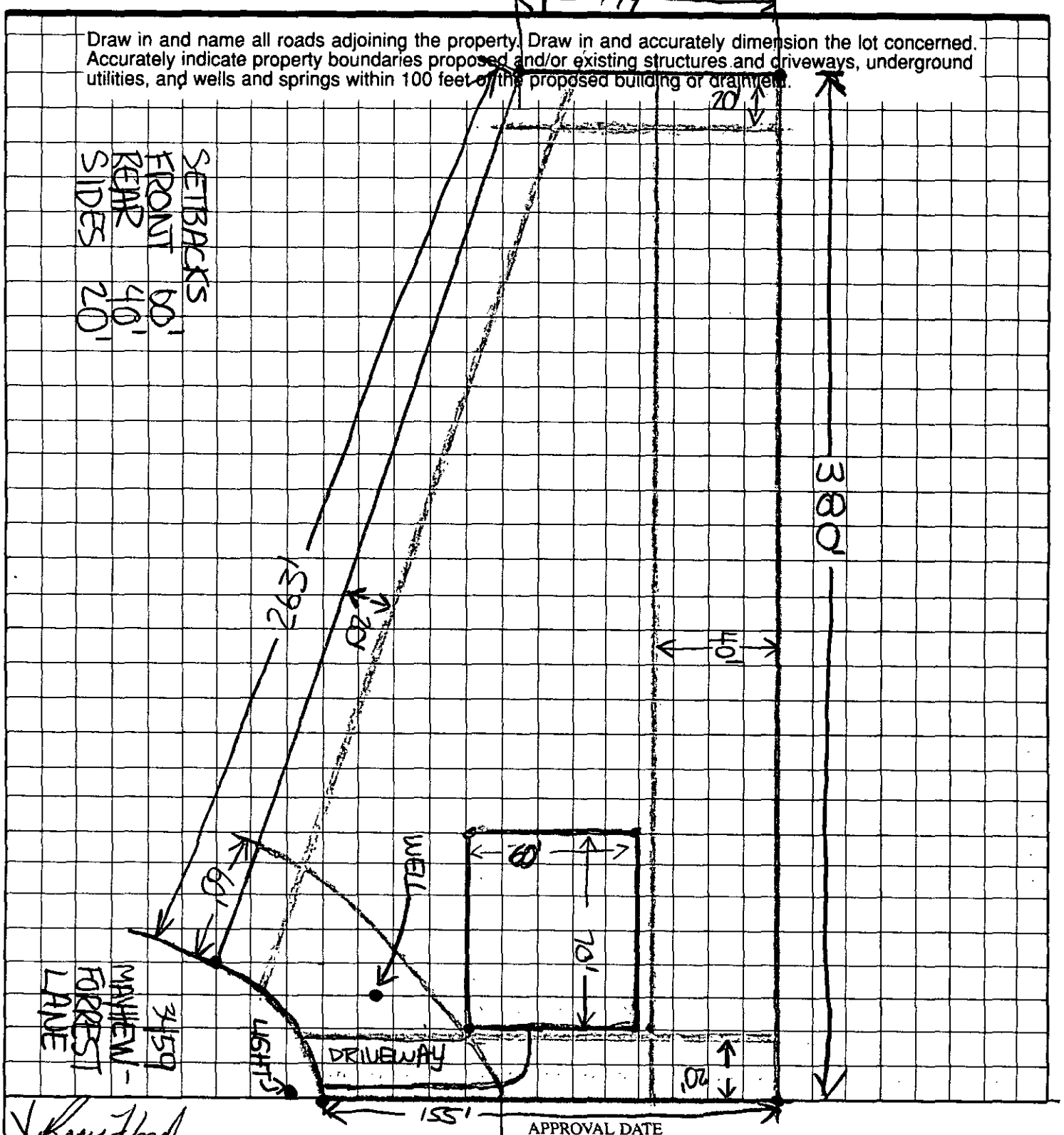
PROPOSED PLOT PLAN

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

FILE: 4881B

TC: 195-21-32

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.



Kony Flood
OWNER/AGENT SIGNATURE

DATE Oct 24-02

APPROVAL DATE _____

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

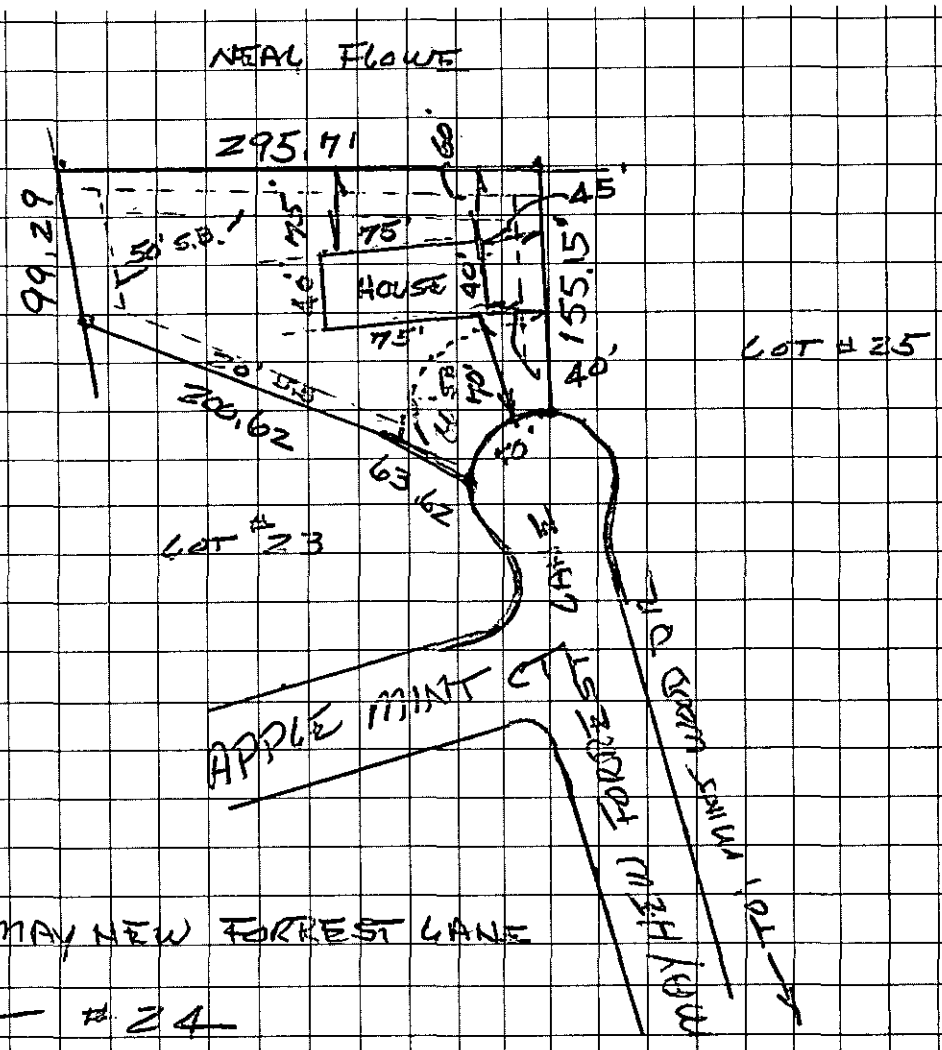
PROPOSED PLOT PLAN

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

FILE: 4881B

TC: 195.21.32

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.



Alfred C. Ford
OWNER/AGENT SIGNATURE

DATE 3-6-2002

APPROVAL DATE _____

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

4818

OFFER TO PURCHASE AND CONTRACT

Rory & Allison Flood, as Buyer, hereby offers to purchase and Alfred & Marie Forrest, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 3459 Mayhew Forest Lane Zip 28227
Legal Description: L24 M32-166
(☒ All ☐ A portion of the property in Deed Reference: Book 06242 Page No 544, Mecklenburg County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: None

4. PURCHASE PRICE: The purchase price is $ 51,500 and shall be paid as follows:
(a) $ 1,000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Allen Tate Company ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ None ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 50,500, BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 3 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before November 5, 2002 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
STANDARD FORM 2-T
© 7/2002

Buyer Initials RR RRF Seller Initials AF MF

This form produced by FormsNow® Forms Software 800-366-1027

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

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

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

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: none.

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

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 per N/A.

8. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of Property, the amount thereof shall be $ 0, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) Undeveloped land.

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

STANDARD FORM 2-T
© 7/2002

Buyer Initials AF RAF Seller Initials A F. MM

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(b) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyers expense inspections, to determine the condition of the Property. *Unless otherwise stated herein, it is a condition of this contract that:* (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there hall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and *written notice of necessary repairs* shall be given to Seller on or before November 5, 2002 Seller shall provide written notice to Buyer of Seller's response within 3 days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) **Wood-Destroying Insects:** *Unless otherwise stated herein, Buyer shall have the option of obtaining,* at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except n/a, there was no *visible evidence of wood-destroying insects* and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of *completing them or refusing to complete them. If* Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance:** **CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

13. ***REASONABLE ACCESS:*** *Seller will provide reasonable access to the Property* (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before November 10,2002, at a place designated by Buyer. The deed is to be made to As directed.

15. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a *Seller Possession After Closing* Agreement is attached.

16. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

See addendum A

17. ***RISK OF LOSS:*** *The risk of loss or damage by fire or other casualty prior to Closing* shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

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

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e., Buyer and Seller and their heirs,* successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

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Buyer Initials _____ Seller Initials _____

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...the entire agreement of the parties and there are no ... inducements or other provisions other ... herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

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

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: October 12, 2002

Buyer Rory Flood (SEAL)
Rory Flood

Date: October 12, 2002

Buyer Allison Flood (SEAL)
Allison Flood

Date: 10-16-02

Seller Alfred E. Fairnet (SEAL)
Alfred Fairnet

Date: 10/16/02

Seller Margie A. Fairnet (SEAL)
Margie Fairnet

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

Date 10/16/02

Firm: Allen Tate Company

By: Marcia Hearing
(Signature) Marcia Hearing

Selling Agent/Firm/Phone Terri Philemon / Terri Philemon / RE/MAX Executive Realty / 704-[illegible]

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Marcia Hearing / Allen Tate Company / 704-896-9283

Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

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ADDENDUM A

Date: 10-11-2002

The additional provisions set forth below are hereby made a part of the Offer to Purchase and Contract for the property located at 3459 Mayhew Forrest Lane by and between Rory & Allison Flood as Buyer(s) and Alfred & Margie Forrest as Seller(s).

Buyer(s) and Seller(s) hereby agree that:

(1) Contingent upon property perking for a 4 bedroom home.

Buyer Alyson Flood Seller Alfred C Forrest

Buyer Rory Flood Seller Margie H Forrest

Copyright: Rand Associates 1995/1995

FEE: 200.00
DATE: 3/5/02

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

1 1 CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 4881B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 195-211-32

STREET ADDRESS: 3459 MAYHEW FORREST LN

SUBDIVISION OR MOBILE HOME PARK NAME: MAYHEW COUNTRY ESTATES

LOT NUMBER: # 24

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3100

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

CLOSING DATE ASAP

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ 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
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS ✓ YES __ NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:

NAME: HERRING MARCIA
(LAST) (FIRST) (MI)

ADDRESS: 7843 NINE IRON CT

CITY: DENVER STATE: NC ZIP: 28037

DAYTIME PHONE: (704 - 502-2039

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: HERRING MARCIA T.
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( )704 - 502-2039

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? SEPT 1999

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: Marcia T. Herring DATE: 3/5/02

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