FEE: 100.00 Ck# 82870
DATE: 8/5/09
CRT [ ]

APPLICATION FOR APPROVAL TO USE AN EXISTING ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM
MECKLENBURG COUNTY - GROUNDWATER & WASTEWATER SERVICES
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

GWS – UES.APP 06/07

FILE #: 4179B

TYPE APPLCATION: JBM for PW 4339

- [x] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A / M)
- [ ] ADDITION - RENOVATION OR GARAGE WITH NO MAJOR CHANGES (X)
- [ ] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
- [ ] COMMERCIAL OR INDUSTRIAL (N)

PERSON FILING APPLICATION:
NAME: Burch Miller Builder
ADDRESS: 2614 Gosecovy RD
CITY: Cher
STATE: NC ZIP: 28210
PHONE: 704- 554-9554 634-5319
ALTERNATE PHONE: 704- 554-9554

PROPERTY OWNER:
NAME: Sandra Peter
ADDRESS: 10021 Hagers RD
CITY: Huntersville
STATE: NC ZIP: 28078
PHONE: 704- 661-1484
ALTERNATE PHONE:

JOB LOCATION INFORMATION
TAX/PARCEL #: 0110 1106
STREET ADDRESS: 10021 Hager RD
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 2000

TOWNSHIP:
- [ ] 0-MECKLENBURG
- [ ] 1-CHARLOTTE
- [ ] 2-DAVIDSON
- [ ] 3-CORNELIUS
- [ ] 4-PINEVILLE
- [ ] 5-MATTHEWS
- [x] 6-HUNTERSVILLE
- [ ] 7-MINT HILL

WATER SUPPLY:
- [ ] MUNICIPAL (M)
- [ ] COMMUNITY (C)
- [x] PRIVATE WELL (P)
- [ ] SHARED WELL (S)
- [ ] OTHER 'SPRINGS' (O)

RESIDENTIAL PROPERTY TYPE:
- [x] HOUSE (H)
- [ ] MODULAR HOME (M)
- [ ] MULTIPLE FAMILY (U)
- [ ] SINGLE MOBILE HOME (S)
- [ ] DOUBLE WIDE (D)
- [ ] OTHER (O)

OCCUPANCY (both fields are required):
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS:

COMMERCIAL / INDUSTRIAL PROPERTY TYPE:
TYPE OF BUSINESS:
EMPLOYEES PER SHIFT:
OF SHIFTS:
INDUSTRIAL WASTES? [ ] YES [ ] NO
UNDERGROUND STORAGE TANKS? [ ] YES [ ] NO

ADDITION TYPE ATTACHED TO EXISTING STRUCTURE:
- [ ] BEDROOM
- [ ] BATHROOM
- [ ] KITCHEN
- [ ] DINING ROOM
- [ ] LIVING ROOM
- [ ] DEN
- [ ] GARAGE
- [ ] SUNROOM
- [x] PORCH
- [ ] DECK
- [x] OTHER convert 1 Bedroom to office + Add Bedroom in Addition

ADDITION TYPE DETACHED FROM EXISTING STRUCTURE:
- [ ] DETACHED GARAGE
- [ ] DETACHED GARAGE WITH PLUMBING
- [ ] POOL HOUSE
- [ ] SHOP
- [ ] BARN
- [ ] STORAGE SHED
- [ ] DETACHED PORCH / DECK
- [ ] 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature — Date: 8-6-09

*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 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 y this Department.
- This permit is not transferable.

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

for JBM

O.K. to use existing system to Change an existing bedroom into an office and add a bedroom and deck addition. House will remain 3 Bedrooms.

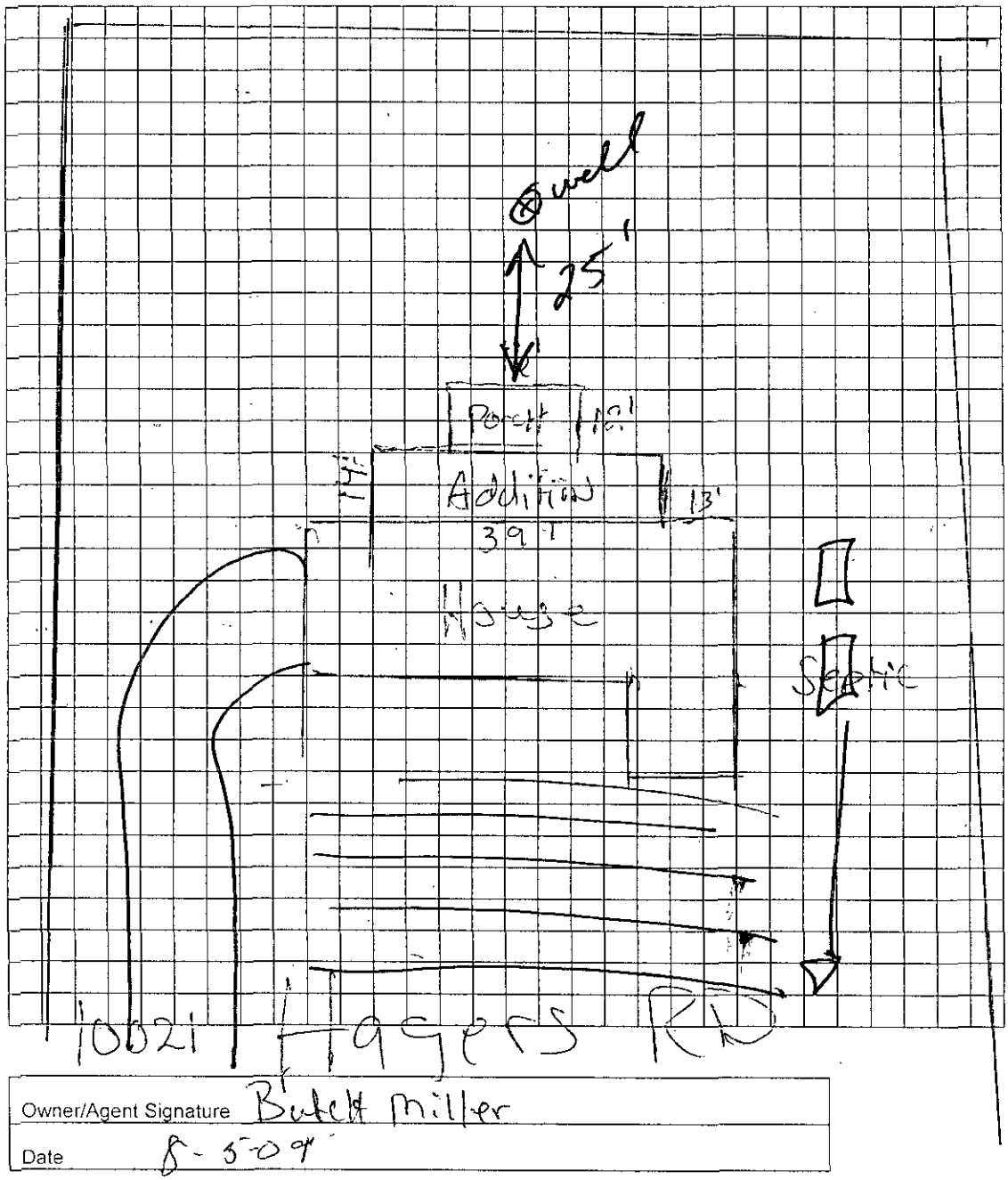
EHS Signature — Date: Jerry Medlin, RS 8/7/09

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

File # 41796
Date

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	Butch Miller
Date	8-5-09

LBC 12/15/04

FEE: 200.00 CK # 120
DATE: 1/20/00 gc

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 #: 41736

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 011-011-06

STREET ADDRESS: 10021 HAGERS ROAD

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

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

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

PROPERTY OWNER:

NAME: MILLER (LAST) NICK (FIRST) A (MI)

ADDRESS: 155 VALLEYVIEW RD.

CITY: MOORESVILLE STATE: NC ZIP: 28117

DAYTIME PHONE: (704) 799 -- 7635

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: SHINN (LAST) BASIL (FIRST) G (MI)

DAYTIME PHONE: ( ) —

3017 Carol Ave
Charlotte 28208

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED-AND-RECORDED? 01/01/75

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: [signature] DATE: 01/20/2000

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

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

ACS #2

Sheet: _____
Property ID: 011-011-06
Lot #: _____
File #: 4179 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Basil G. Stein APPLICANT: Nick A. Miller
ADDRESS: 3017 Carol Ave, Charlotte DATE EVALUATED: 1-27-00
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .86
LOCATION OF SITE: 10021 Rogers Road PROPERTY RECORDED: _____
WATER SUPPLY: ☒Private ☐Public ☒Well ☐Spring ☐Other _____
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	5 1/2 pes 2-6.20 .1940 Landscape Position/ Slope %	Horizon Depth (IN:)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		4-48"	SBK/ SC	Fi/SEXP/S/P					
2	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		6-48"	SBK/C	Fi/SEXP/S/P					
3	LS	0-12"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		12-48"	SBK/C	Fi/SEXP/S/P					
4	LS	0-7"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		7-15"	SBK/SC	Fi/SEXP/S/P					
		15-48"	SBK/C	Fi/SEXP/S/P					
5	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		6-15"	SBK/SC	Fi/SEXP/S/P					
		15-40"	SBK/C	Fi/SEXP/S/P					
		40-48"	SBK/C	Fr/SEXP/SS/SP					
6	LS	0-7"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"+	N/A	None	PS .39/Pz IV
		7-41"	SBK/C	Fi/SEXP/S/P					
		41-48"	SBK/C	Fr/SEXP/SS/SP					
7	LS	0-5"	gr/scl	Fr/SEXP/SS/SP	48" TO soil wetness	48"	N/A	None	PS .39/Pz IV
		5-48"	SBK/C	Fi/SEXP/S/P					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: William R. Mueller LSS - 1-28-00
OTHER(S) PRESENT: _____

FILE # 4179A

COMMENTS Not sure if Lot 6 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3		SP-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

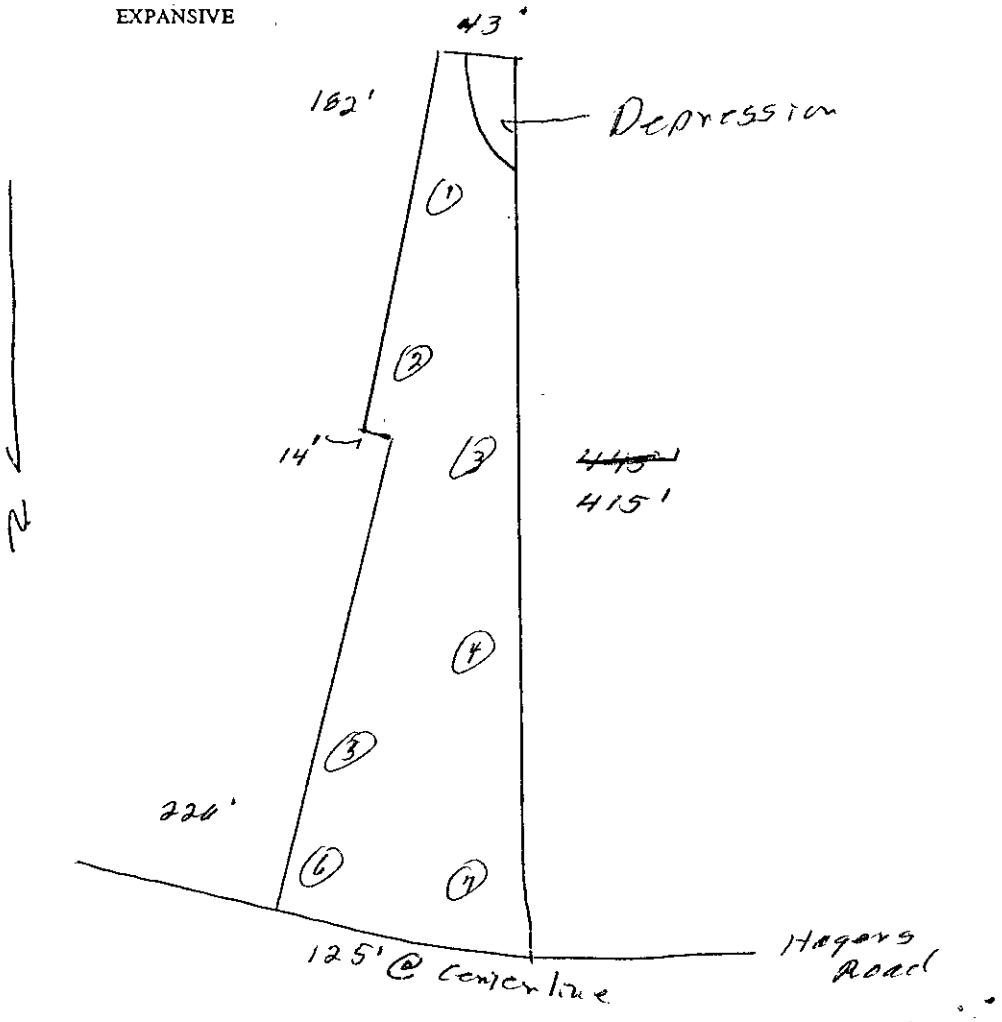
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



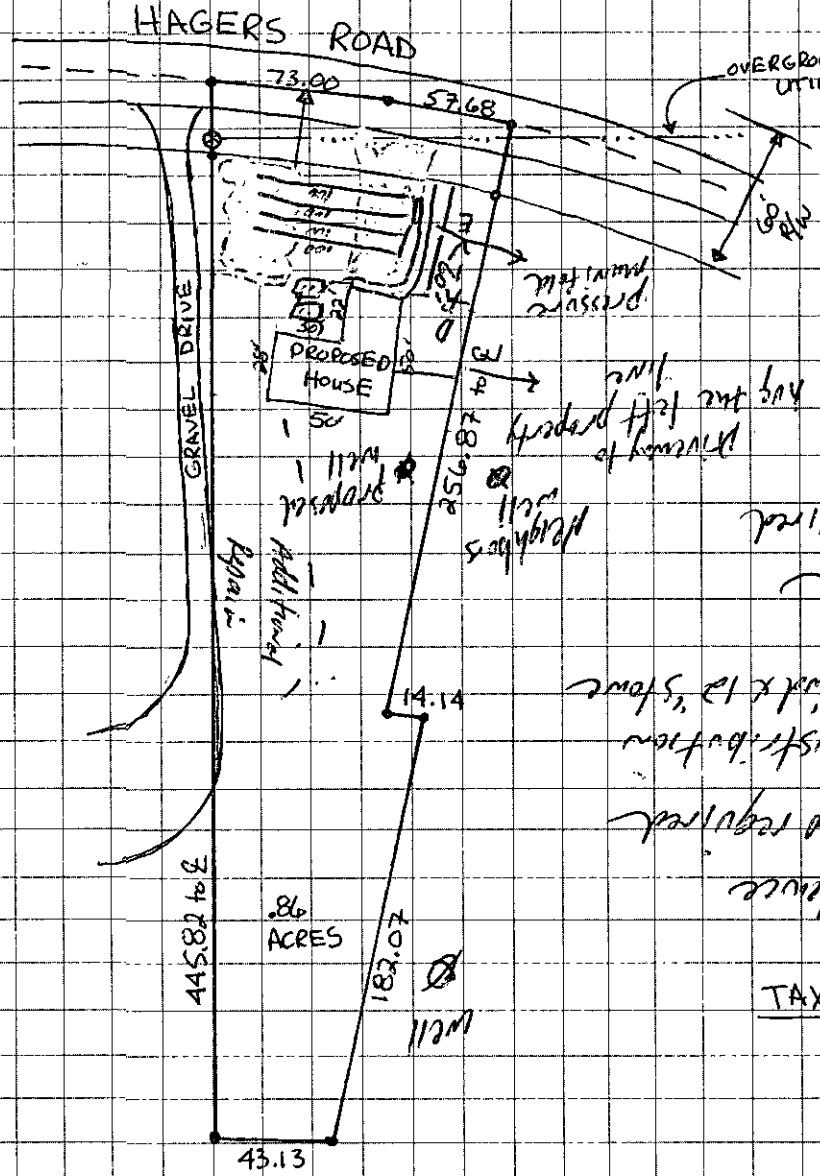
PROPOSED PLOT PLAN

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

FILE: 4179B

TC: 011-01-06

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



OWNER/AGENT SIGNATURE

DATE 01/19/2006

APPROVAL DATE _____

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

Permit Number: 4179B

Tax Number: 011.011.01

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	360 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)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Lift pump required. / Keep the septic system > 50' from any wells No 100% repair required

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 Absorption Area (Sq ft) 400' Total Trench Length (Ft)	12" Depth of Stone Trench	9" Trench spacing (min. on centers)	24" 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 A Walker RS 2/3/06
DEHNR Authorized Agent Date

X [signature] 2/8/2006
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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 OCT 10 11:45 AM
BOOK:11634 PAGE:793-796 FEE:$12.00
INSTRUMENT # 2000147984

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 # 4179B
PARCEL # 011-01-06

The undersigned, NICK A. MILLER, owner of property located at 10021 Hagers Road, (the "site") and described in an instrument recorded in Book 1137 at Page 156, 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:

- 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: Nick A. Miller
Mail after recording to: 10021 Hagers Rd. Huntersville, NC 28078

- 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.

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 10 day of October, ~~19~~ 2000.

_____ (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Chris Bryant, a Notary Public for said County and State, do hereby certify that Nick A Miller personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 10 day of October, ~~19~~2000

Chris Bryant
Notary Public

My Commission Expires:
1-10-05

CHRIS BRYANT NOTARY PUBLIC MECKLENBURG COUNTY, N. C.

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

****

Filed For Registration:	**10/10/2000 11:45 AM**
Book:	**RE 11634 Page: 793-796**
Document No.:	**2000147984**
	PRMIT 4 PGS $12.00
Recorder:	**LINDA PERAULT**

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of CHRIS BRYANT Notary is certified to be correct. This 10TH of October 2000

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

****

2000147984

CK 128 AES

FEE: 150.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 2/1/06 gc **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 2/3/06 PERMIT NO: 4179B
PARCEL NO: 011 011 06

JOB LOCATION ADDRESS: 10021 Hagers Rd
PROPERTY OWNER: Nick Miller
BUILDING CONTRACTOR: —
SUBDIVISION NAME: —
AUTHORIZATION ISSUED BY: Thelo L. Walker RS DATE:
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4179B, 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: lift pump required

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.

Nick Miller 2/8/2006
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

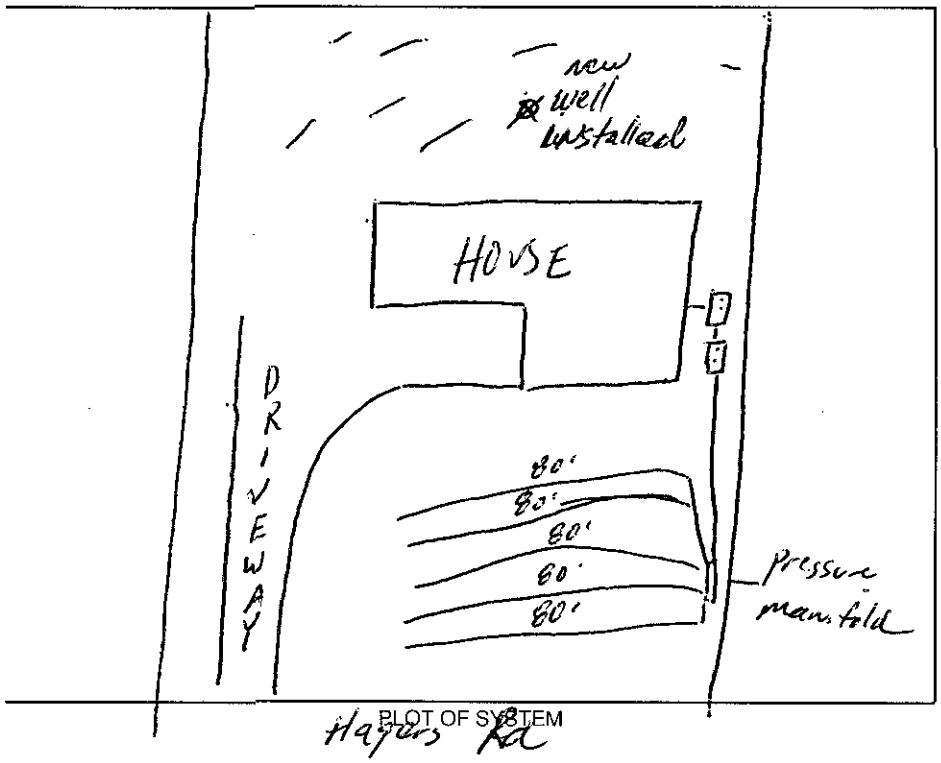
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4179B DATE: 8/22/00

TC: 01/01/06 ☐ L

SERIAL Nº 18481

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 11/20/00. All work shall be completed on or before 9/22/00, after which date this permit 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 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 1000 gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 400' feet

Number of Lines 5 (80')

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 50' feet

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

NAME OF OWNER Basil G Shinn

LOCATION OF PROPERTY 10021 Hagers Rd

Comments: 1500 ST, 1000 DT, 5 lines x 80' long x 3' wd x 12" stone
Keep the septic system > 50' from any wells

Philo S. Walker RS
Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 4179B DATE: 8/23/00

TC: 011 011 06 ☒ L ☐ CRT

SERIAL № 18396

Name of Owner Basil G. Shinn Juris.:

Address of Property 10021 Hagers Rd

Inspection Data:

Tank Material PCC

Total Length of Drainfield 300'

Number of Lines 5 @ 60'

Cover Depth 12"

Water Supply Source New well installed

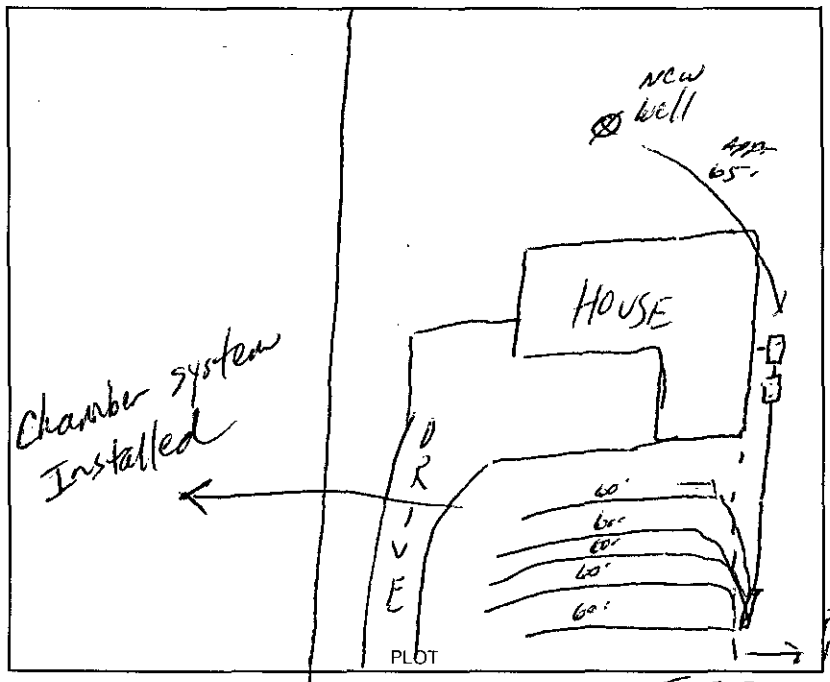
Distance to Water Source >50'

Excavation Inspected 8/28/00

Tank(s) Inspected 8/28/00

Wash Line Inspected plumb to tank

High Water Alarm Inspected



Design 2000, 1500ST, 1000DT, PI, 300' chamber system Cecil CTR# FJ Ervin

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 changed due to placement of power line
Innovative chamber system installed. Type IIIb.

Philip S. Walker
Environmental Health Specialist

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



10021 HAGERS RD

01101106

1/4/2008

duponbj

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

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

LD 8/13/09

GWS File #: 41798 WASPS App #: 4339

Primary ES assigned to project: Philo

Secondary ES assigned to project: Jeremy Michelone

Project Type: New System ☐ Alteration ☐ Repair ☐ Modified Plot Plan ☐

UES

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☒	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☒	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☒	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☒	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☐	No ☐	N/A ☒
.1940 (a-g)	Slope % Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(2)	Texture Class Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(2)	Structure type Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(2)	Consistence Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(2)	Mineralogy Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☒
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☒
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☒
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☐	No ☐	N/A ☒
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☐	No ☐	N/A ☒
& .1945(b)	Number of auger borings made: _____ Were sufficient auger borings made?	Yes ☐	No ☐	N/A ☒
.1939(d), .1955, .1956, .1957	LTAR	Yes ☐	No ☐	N/A ☒
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☒
.1945(b) 130A-336 (a)(3)	Proposed System Type stated-Repair System location identifiable by setbacks - Initial	Yes ☐	No ☐	N/A ☒
.1937(g) .1945(b)	System components shown – Initial	Yes ☐	No ☐	N/A ☒
.1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☒
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☒
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☒
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☒
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☒

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☐	No ☐	N/A ☒
.1937(g)	Trench depth indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☐	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☐	No ☐	N/A ☐
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☐	No ☐	N/A ☒
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☐	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☒
Installation approval issued	Yes ☐	No ☐	N/A ☒
Operation permit issued	Yes ☐	No ☐	N/A ☒
Other related documentation	Yes ☐	No ☐	N/A ☒

Items requiring correction/modification: _____

Comments: YES to Change an existing bedroom into an office and build an additon including a new bedroom and ~~deck~~ deck. House will remain three bedrooms.

IA issued date: _____

OP issued date: _____

Review performed by: Jimmy Mullinax RS Date performed: 8/7/09

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	08/05/09	**Amount:**	100.00
Receipt #:	63752	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: B82870
Contractor: MILLER BUILDERS, LLC BUTCH
Attn:
Address: 2616 GONEAWAY RD
Address:
City/State/Zip: CHARLOTTE, NC 28210

Item	Description	Permit#	Quantity	Unit Price	Total Price
0705	MH Exc/Add/Repl w/o System Mod 10021 HAGER RD		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
100.00	286.06				

OFFER TO PURCHASE AND CONTRACT

NICK A. MILLER and V. ERIN McCORMICK, as Buyer, offers to purchase and Basil G. Shinn & Peggy E. Shinn, 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 Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 10021 HAGERS Rd. Zip 28078 Legal Description: Parcel ID # 01101106.
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ 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: N/A

4. **PURCHASE PRICE:** The purchase price is $ ~~20,000~~ $23,500 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Coldwell Banker Lake Norman Assoc. ("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) $ —, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ —, 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) $ —, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~19,500~~ 23,000 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.)
Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) __Conventional ___Other: Construction Perm. loan at a ___Fixed Rate X Adjustable Rate in the principal amount of $ 160,000 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed ___% of the loan amount. Buyer shall apply for said loan within 14 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 02/16/2000 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. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: Deed Fee and Rev. Stamps.
(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 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 $ N/A per N/A.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. 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.

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)_____.

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

(b) **Property Inspection:** Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's 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 shall 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 02/16/2000. Seller shall provide written notice to Buyer of Seller's response within 7 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, or as otherwise provided on an inspection addendum attached hereto, 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 03/25/2000, at a place designated by Buyer. The deed is to be made to _____.

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 1. Contingent on Buyers Approval of Survey.

2. Contingent on Buyers House Plan fitting on Lot.

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.

21. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given tothe 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.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

Date: 01/13/00 Date: _____

Buyer Nick Mullen (SEAL) Seller _____ (SEAL)

Date: 01/13/00 Date: _____

ADDITIONAL PROVISIONS ADDENDUM

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

1. X **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before 4:00 ☐AM ☒PM, on 01/15/2000, or until withdrawn by the Buyer, whichever occurs first.

2. _____ **INTERIOR BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 3 bedroom home, or System Approved by Buyer. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for 3 Bedroom / 2 bath Home. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

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

6. _____ **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. _____ **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. _____ **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. _____ **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

Buyer: _____ (SEAL) Date _____

PRESENTED FOR REGISTRATION
1969 Dec 3 PM 2 57
CHARLES E. SPENCER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

INDIVIDUAL DEED
Printed and For Sale by Blake-Lawing Co. Charlotte, N. C.

This Deed

Made this _____ day of October, A. D. 1969 by and between

W. CRAIG LAWING and wife, JANE G. LAWING,

of the County of Mecklenburg and State of North Carolina
Parties of the first part, and

BASIL G. SHINN and wife, PEGGY E. SHINN,

of the County of Mecklenburg and State of North Carolina
parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars to them paid by the parties of the second part, the receipt of which is hereby acknowledged have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part and their heirs, all these certain lots _____ of land, situate, lying and being in Huntersville Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

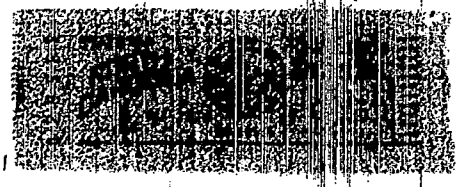
TRACT I - BEGINNING at a point in the center line of Hager's Road, said point being five courses and distances in a generally easterly direction from the point formed by the center line of Hager's Road with the westerly boundary line of property conveyed to W. Craig Lawing and wife and Paul O. Wilson by deed of Lewis Samuel Hager and wife, recorded in Book 2793 at page 452, in the Mecklenburg Public Registry; said courses and distances being as follows: (1) N. 87-29-30 E. 59.07 feet; (2) N. 83-12-30 E. 300 feet to a point; (3) N. 87-56-30 E. 100 feet to a point; (4) S. 73-00E. 100 feet to a point; (5) S. 70-31 E. 200 feet to a point, marking the place of beginning of the property herein conveyed; and runs thence from the beginning point so established, with the center line of Hager's Road, S. 64-17 E. 100 feet to a point; thence, continuing with the center line of said road, S. 49-19 E. 25 feet to a point; thence S. 30-49-20 W. 251.88 feet to a point; thence N. 53-38-50 W. 75 feet to a point; thence N. 19-23 E. 250 feet to the place of beginning.

TRACT II - BEGINNING at a point which is S. 19-23 W. 250 feet from the beginning point in the center line of Hager's Road as described in Tract I above, said point also marking the southwesterly corner of the property described in said Tract I above, and runs thence from said beginning point with the southwesterly line of the property described in Tract I, and an extension thereof, S. 53-38-50 E. 89.1 feet to a point; thence S. 32-46 W. 186.67 feet to a point; thence N. 60-20-50 W. 42.69 feet to a point; thence N. 19-23 E. 200 feet to the place of beginning.

Being a part of the property conveyed to W. Craig Lawing and wife and Paul O. Wilson by deed of Lewis Samuel Hager and wife, recorded in Book 2793 on page 452, in the Mecklenburg Public Registry. Reference is also made to deed of Paul O. Wilson to W. Craig Lawing and wife dated July 31, 1967, duly filed for record in said Registry.

TO HAVE AND TO HOLD the aforesaid lots / parcel of land and all privileges and appurtenances thereto belonging to the said parties of the second part, their heirs and assigns, to their only use and behoof forever.

And the parties of the first part, for themselves their heirs, executors and administrators, do covenant with the said parties of the second part their heirs and assigns, that they are seized of said premises in fee, and have right to convey the same in fee simple; that the same are free and clear from all incumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever; except that this conveyance is made subject to restrictive covenants recorded in Bk 2822 at page 437, in said Registry, and to easements for public utilities appearing in the chain of title.



IN TESTIMONY WHEREOF, the said parties of the first part to these presents have hereunto set their hand s and seal s the day and year above written.

Signed, sealed and delivered in the presence of

J. Craig Lawing (Seal)

(Seal)

Jane C. Lawing (Seal)

(Seal)

STATE OF NORTH CAROLINA

MECKLENBURG ....COUNTY

INDIVIDUAL DEED

Printed and For Sale by
Kale-Lawing Co., Charlotte, N. C

This Deed

Made this 11th day of October, A. D. 19 66 by and between

LEWIS SAMUEL HAGER and wife, LOUISE SMITH HAGER,

of the County of Mecklenburg and State of North Carolina

Parties of the first part, and

PAUL O. WILSON (one-half undivided interest) and W. CRAIG LAWING and wife, JANE C. LAWING (one-half undivided interest)

of the County of Mecklenburg and State of North Carolina

parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATION Dollars to them paid by the parties of the second part, the receipt of which is hereby acknowledged have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part and their heirs, all that certain lot or parcel of land, situate, lying and being in Huntersville Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

BEGINNING at a point in the center line of McCord Road, said point being N. 64-10 W. 265 feet from the point marking a corner in the line of the Lewis Samuel Hager Property and the property of Hugh Deaton, and runs thence from said beginning point with the center line of McCord Road in nine courses as follows: (1) N. 64-10 E. 673.93 feet, (2) N. 68-02 E. 100 feet, (3) N. 74-17-30 E. 100 feet, (4) N. 79-53 E. 100 feet, (5) N. 82-47 E. 100 feet, (6) N. 83-44-30 E. 400 feet, (7) N. 87-18 E. 100 feet, (8) S. 89-14 E. 100 feet, (9) S. 85-17-30 E. 332.74 feet to a point; thence S. 4- 7-30 W. 382.68 feet to a point; thence S. 49-00 W. 446.27 feet to a point; thence S. 2-55-15 E. 1529.09 feet to a point; thence N. 85-54-40 W. 1805.08 feet to a point; thence N. 5-50 E. 1673.17 feet to a point in the center line of McCord Road, the place of Beginning.

The above described property is a portion of the property conveyed to the parties of the first part by deed of Viola Smith Bass, et al, recorded in Book 2350, on page 148, in the Office of the Register of Deeds for Mecklenburg County.

Said property is also shown on survey by T. L. Brotherton, N. C. Registered Engineer, dated August 28, 1966.

TO HAVE AND TO HOLD the aforesaid lot of land and all privileges and appurtenances thereto belonging to the said parties of the second part, their heirs and assigns, to their only use and behoof forever.

And the parties of the first part for themselves their heirs, executors and administrators, covenant with the said parties of the second part their heirs and assigns, that they are seized of said premises in fee, and have right to convey the same in fee simple; that the same are free and clear from all incumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, except this conveyance is made subject to any enforceable restrictive covenants and easements of record in the chain of title and to 1966 County taxes.

IN TESTIMONY WHEREOF, the said parties of the first part to these presents have hereunto set their hands and seals the day and year above written

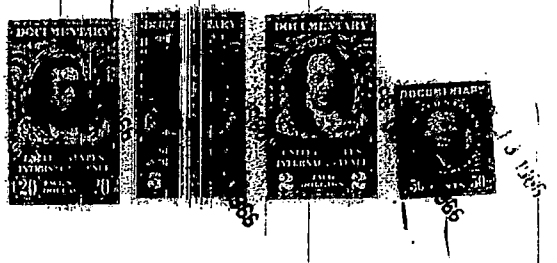
Signed, sealed and delivered
in the presence of

Lewis Samuel Hager (Seal)
Lewis Samuel Hager

(Seal)

Louise Smith Hager (Seal)
Louise Smith Hager

(Seal)



454

STATE OF NORTH CAROLINA }
County of MECKLENBURG } SS.

I, Shirley Honeycutt, a Notary Public
for ~~said County and State~~ Stanly County, N. C. do hereby certify that
Lewis Samuel Hager and Louise Smith Hager,
his wife, personally appeared before me this day
and acknowledged the due execution of the foregoing (or annexed) instrument.
~~for the purposes therein expressed.~~
WITNESS my hand and notarial seal, this 12th day of October, A. D. 19 66

Shirley Honeycutt
Notary Public
My comm. expires: May 27, 1967

STATE OF }
County of } SS.

I,
for said County and State do hereby certify that
and
wife, personally appeared before me this day
and acknowledged the due execution of the foregoing (or annexed) instrument.
~~for the purposes therein expressed.~~
Let the instrument and the certificate be registered.
WITNESS my hand and seal, this day of , A. D. 19

FILED
1966 OCT 13 PM 3:06
J. EDWARD BYERS
BY

INDIVIDUAL

LEWIS SAMUEL HAGER and wife,
TO
LOUISE SMITH HAGER
TO
PAUL O. WILSON and
W. CRAIG LANIER & WIFE
Mailing Address

Consider ion $ 100.00 etc.
Dated October 19 66
Filed for registration on the 13 day of Oct. 19 66 at 3:06
o'clock P. M., and recorded in the office of
Register of Deeds MECKLENBURG County, N. C.
on the 17 day of Oct. 19 66 at 9:00
o'clock A. M., in Book of Deeds, on
Page EDGAR 14TH
BY Deputy Register of Deeds
Dps. $2.50

STATE OF North Carolina }
County of Mecklenburg } SS.

The foregoing (or annexed) certificate of Shirley Honeycutt, a Notary Public
for Stanly County, State of North Carolina
is adjudged to be correct. Let the instrument and the certificate be registered.
This 13th day of October, A. D. 19 66.

J. EDWARD BYERS, CLERK SUPERIOR COURT
BY Deputy Clerk
DEPUTY

Drawn By: Ruff, Perry, Bond, Cobb & Wade