

9120 ECHO LN

13903211

5/10/07

duponbj

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

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

Sheet: 1 of 2
Property ID: 139-032-11
Lot #:
File #: 3801A
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Brenda Sanders
Applicant: Robert Flammini
Address: 4727 Lawrence Orr Road, Charlotte, N. C. 28212
Date Evaluated: 5/30/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.0a
Location of Site: 9120 Echo Lane
Property Recorded:
Water Supply: [ ] Public [x] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .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, 8	0-4	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		4-18	SBK/SCL	"					.25GPD/FT^2
		18-48	SBK/SC	FI/SEXP/S/P					
2	"	0-10	GR/SCL	FR/SEXP/SS/SP	>32" TO SOIL WETNESS	32+	"	"	US, IV
		10-24	SBK/SCL	"					.2 GPD/FT^2
		24-32	SBK/C	FI/SEXP/S/P					
		32+	M/CL	FR/SEXP/SS/SP					
3	LS, 6	0-8	GR/SCL	"	2.5Y7/1 at 16"	16+	"	"	US
		8-16	SBK/C	VFI/EXP/VS/VP					
4	"	0-8	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1 at 19"	20+	"	"	"
		8-20	SBK/C	FI/SEXP/S/P					

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

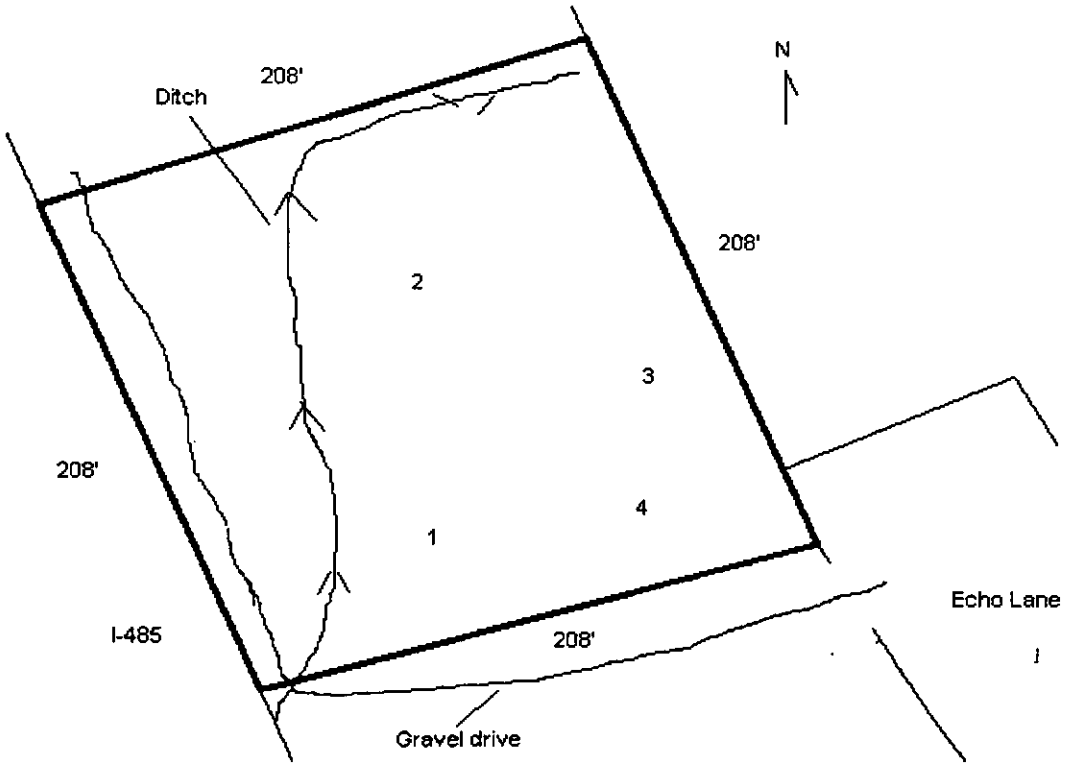
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 6/1/2006, W. R. Marlin
Others Present:

COMMENTS:
Not sure if 100% repair is required

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

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



MECKLENBURG COUNTY
Health Department

June 2, 2006

Brenda Sanders
4727 Lawrence Orr Road
Charlotte, NC 28212

Re: Application for improvement permit for:
Property Site: 9120 Echo Lane, Mint Hill, NC 28227
Health Department file number: **3801A**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on June 1, 2006 evaluated the above-referenced property at the site designated on the plat that accompanied your improvement permit application. According to your application the site is to serve a 4 bedroom house, with a daily design flow of 480 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☒ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☒ Unsuitable soil wetness condition (Rule .1942)
- ☒ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☒ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is June 2, 2006. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

David Cornelius, R.S.
Authorized Agent - DENR

Encl: (2)

MECKLENBURG COUNTY
Health Department

June 2, 2006

Robert Flammini
2517 White Thorne Lane
Waxhaw, NC 28173

Re: Application for improvement permit for:
Property Site: 9120 Echo Lane, Mint Hill, NC 28227
Health Department file number: **3801A**

Dear Property Owner or Owner's Agent:

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You may call or write the local health department if you need any additional information or assistance.

Sincerely,

David Cornelius, R.S.
Authorized Agent - DENR

Encl: (2)

#856

GWS – RES. APP 07/05

SEPTIC FEE: 200.00 ck
DATE: 5/12/06
CRT [ ] JC

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

FILE # 3801A

WELL FEE: _____
DATE: _____
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 139-032-11
STREET ADDRESS: 9120 Echo Lane
CITY: Mint Hill
STATE: NC **ZIP:** 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #:
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 2000
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

☒ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☐ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☒ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

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

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☒ YES	☐ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: BRENDA SANDERS
ADDRESS: 4727 LAWRENCE ORR Rd.
CITY: CHARLOTTE
STATE: NC ZIP: 28212
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ROBERT FLAMMINI
ADDRESS: 2517 WHITE THORNE LN.
CITY: WAXHAW.
STATE: N.C. ZIP: 28173
HOME PHONE: 704-843-3659 WORK PHONE:
MOBILE PHONE: 704-339-4784 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1/00/1975
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? JUNE 30, 2006

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date 5/12/06

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

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

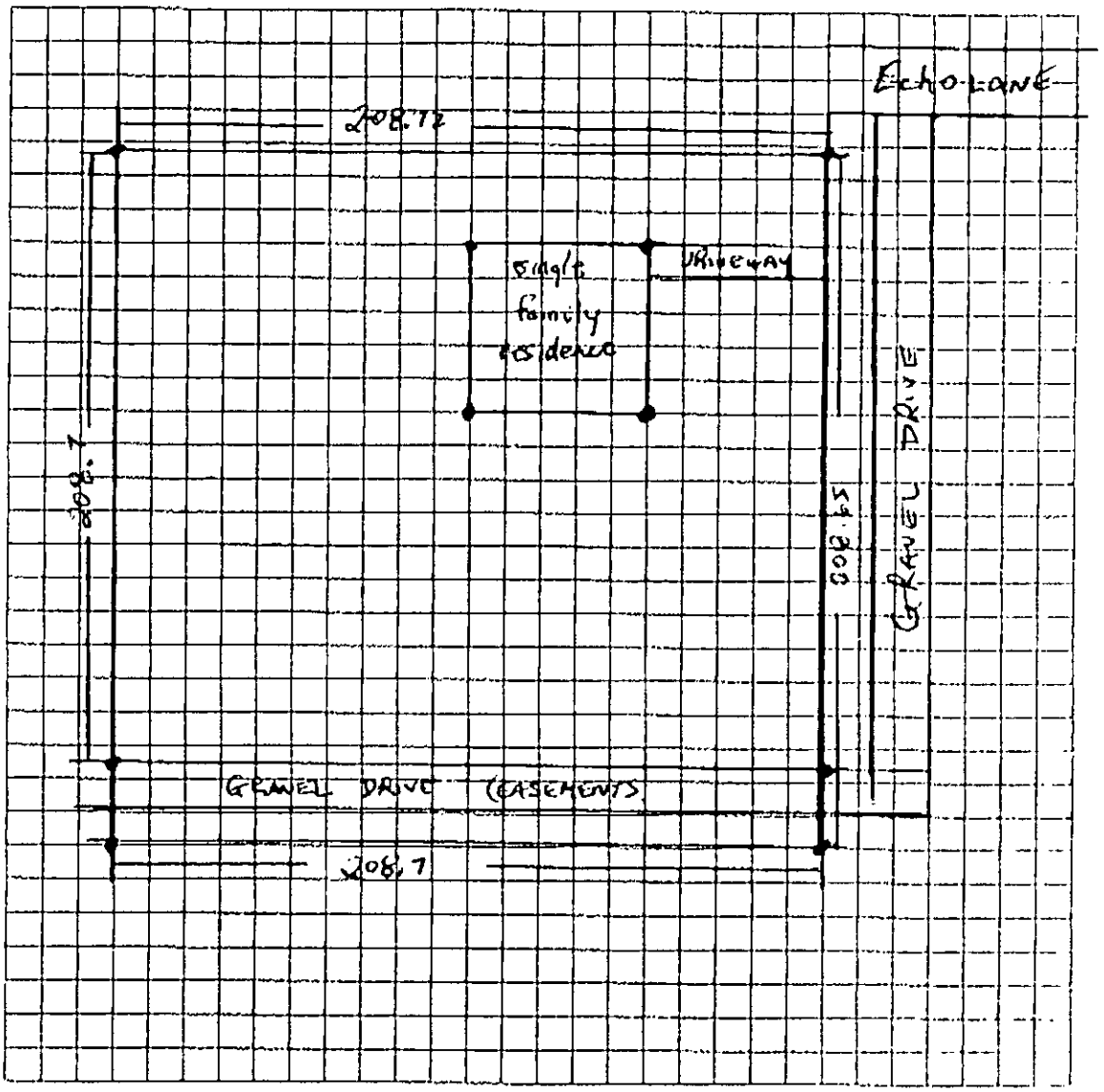
TO BILL MARTIN

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 #_____
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	Robert Hammis
Date	5-18-06.

☐ - 10 foot

LBC 12/15/04

9120 Echo LN
Parcel ID # 137-032-11

OFFER TO PURCHASE AND CONTRACT

VASILE ROSCA hereby offers to purchase and BRENDA SHUFORD, as Buyer, 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 9120 Echo Lane Zip 28227
Legal Description: _____
(☒ All ☐ A portion of the property in Deed Reference: Book 2195 Page No 339 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 moveable 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:

NONE

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

4. **PURCHASE PRICE:** The purchase price is $ 30,000.00 and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by HELEN ADAMS REALTY ("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) $ 27,500.00 BALANCE of the purchase price in cash at Closing.

5. **CONDITIONS:** (Strike 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 as a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $ 27,500.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s) at an initial interest rate not to exceed 6.5 % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within 7 days of the Effective Date of this contract. Buyer shall use

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
STANDARD FORM 2-T
© 7/2004

Buyer Initials V.R. Seller Initials _____

Buyer's best efforts to secure the lender's customary loan commitment letter on or before _____ 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 a copy of the letter or the waiver.

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

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer (or as of the Option Termination Date if Alternative 2 of paragraph 13 applies), 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: _____

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 _____.

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 a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of 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, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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.

Buyer Initials VASILE V.R. Seller Initials _____ STANDARD FORM 2-T
© 7/2004

12. **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.)

13. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

☒ **ALTERNATIVE 1:**

(a) **Property Inspection:** Unless otherwise stated herein, 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 _____. Seller shall provide written notice to Buyer of Seller's response within _____ 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.

(b) **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 or a structural firm in accordance with the regulations of the North Carolina Structural Pest Control Committee, naming them as to all structures, except _____, that 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.

(c) **Repairs:** Pursuant to any inspections in (a) and/or (b) 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 (a) (i), (a) (ii), (a) (iii) and (b) above are excluded from repair negotiations under this contract.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than _____ pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures are attempted but fail to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) **Cost Of Repair Contingency:** Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate of the total cost of repairs and/or corrective measures required by (a), (b) and (d) above equals or exceeds $ _____, then Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

(f) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____. The cost of the appraisal shall be borne by Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

Buyer Initials VR Seller Initials

STANDARD FORM 2-T
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☐ ALTERNATIVE 2: *(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*
(a) Property Investigation with Option to Terminate: In consideration of the sum of $ _____ (do not insert $0, N/A, or leave blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, 20____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense. (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).
(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.
(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. 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.

15. 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: JUNE 30, 2006, at a place designated by Buyer. The deed is to be made to VASILE ARSCA.

16. 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.

17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
1. Additional Provisions Addendum
2. Property is not in a Floodplain
3. Must Rec Full 4 Bedroom home

18. 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.

19. ASSIGNMENT: 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.

20. 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.

21. 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.

22. 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.

Buyer Initials V. R Seller Initials B K

23. 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 herein, 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: 5-10-06
Buyer: VASILE ROSCA (SEAL)
Date:
Buyer: (SEAL)

Date: 5/11/06
Seller: Brenda L. Sanders (SEAL)
Date:
Seller: (SEAL)

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

Date: 5-9-06
Firm: Helen Adams Realty
By: (Signature)
Selling Agent/Firm/Phone: Roberto Florea/Helen Adams Realty/704-372-4757
Acting as ☑ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Listing Agent/Firm/Phone:
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

This form jointly approved by: [illegible] ©

STANDARD FORM 2-T
© 7/2004

Property Address: 9120 Echo Ln. Mint Hill, NC. 28227

ADDITIONAL PROVISIONS ADDENDUM

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

1. X **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to Robert Kempton on or before 5:00 ☐AM ☒PM. on MAY 11, 2006, or until withdrawn by the Buyer, whichever occurs first.

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

3. X **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than JUNE 15, 2006, shall be responsible for cleaning that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by JUNE 20, 2006 that this condition cannot be satisfied, time being of the essence.

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

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

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

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer Initials VR Seller Initials

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

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

Buyer: _____ (SEAL) Date: 5-10-06

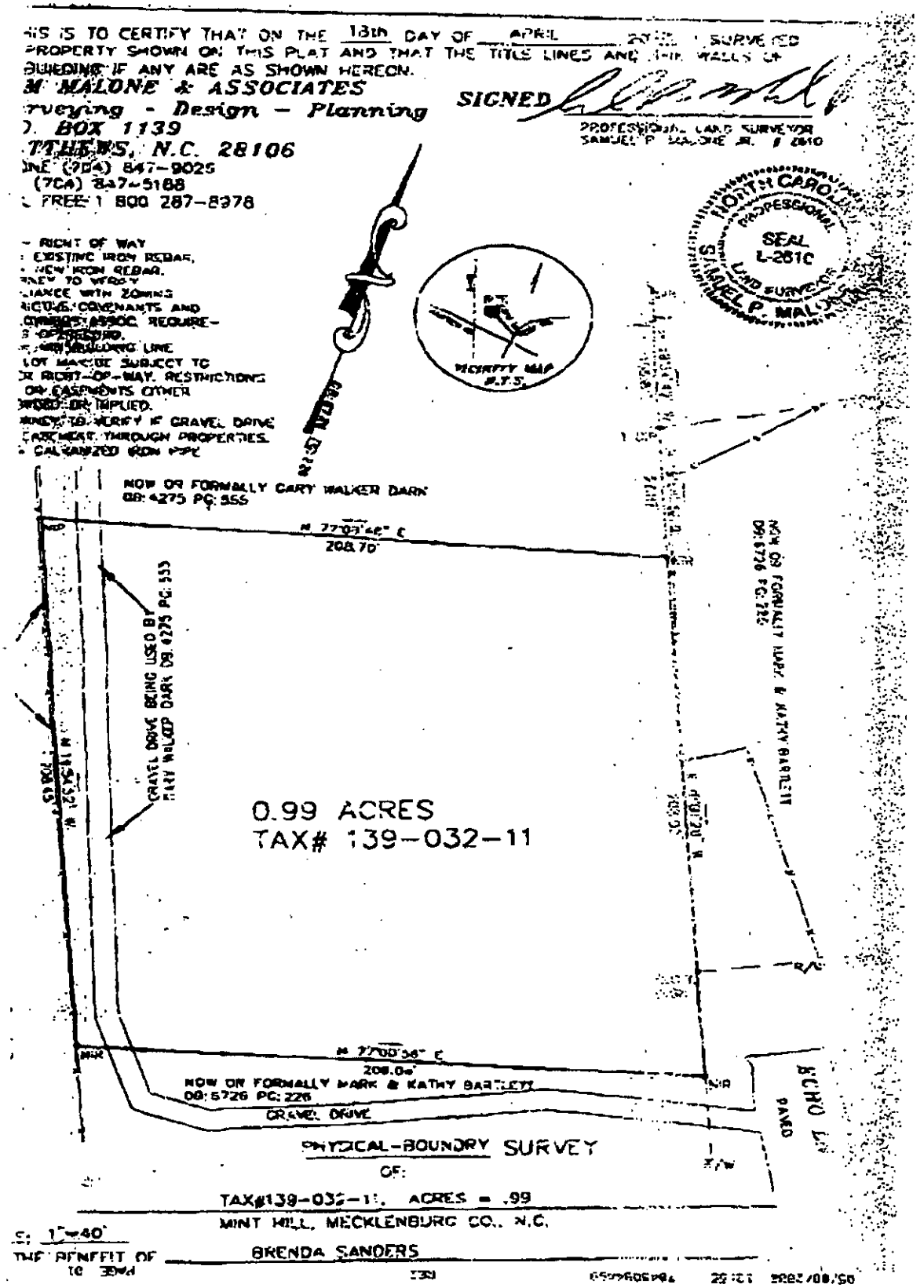
Buyer: _____ (SEAL) Date: _____

Seller: Brenda L. Sanders (SEAL) Date: 5/11/06

Seller: _____ (SEAL) Date: _____

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STANDARD FORM 2A11-T
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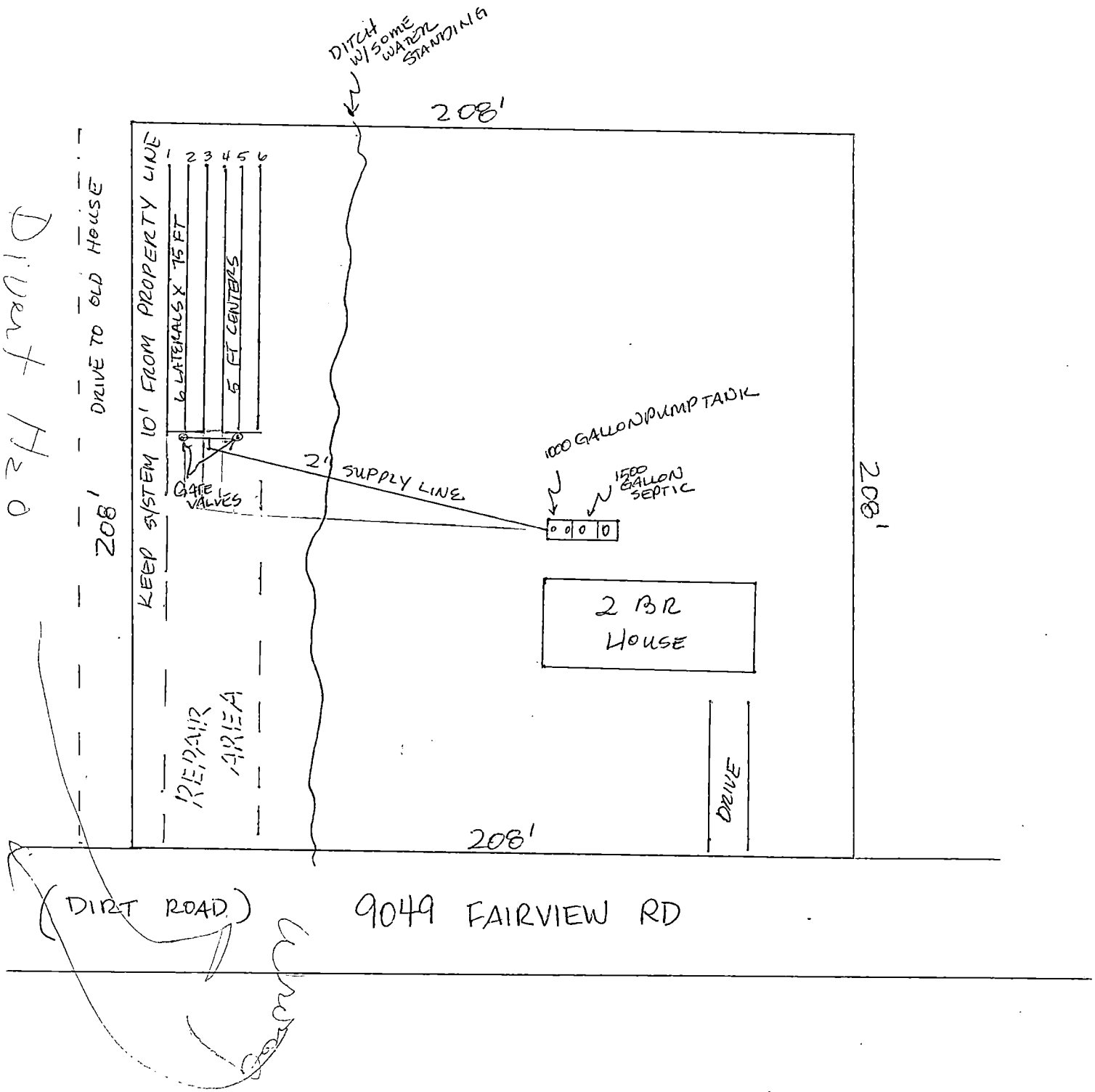

HIS IS TO CERTIFY THAT ON THE 13th DAY OF APRIL
PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND
BUILDING IF ANY ARE AS SHOWN HEREON.
M MALONE & ASSOCIATES
rveying - Design - Planning
). BOX 1139
TTHEWS, N.C. 28106
INE (704) 847-9025
(704) 847-5188
FREE 1 800 287-8378
SIGNED
PROFESSIONAL LAND SURVEYOR
SAMUEL P MALONE JR. # L-2810
NORTH CAROLINA
PROFESSIONAL
SEAL
L-2810
SAMUEL P. MALONE
LAND SURVEYOR
- RIGHT OF WAY
: EXISTING IRON REBAR.
- NEW IRON REBAR.
NEY TO VERIFY
IANCE WITH ZONING
ICTIVE COVENANTS AND
OWNERS ASSOC. REQUIRE-
S OF RECORD.
LOT MAY BE SUBJECT TO
R RIGHT-OF-WAY, RESTRICTIONS
OR EASEMENTS OTHER
WISE OR IMPLIED.
NDER TO VERIFY IF GRAVEL DRIVE
EASEMENT THROUGH PROPERTIES.
- GALVANIZED IRON PIPE
VICINITY MAP
N.T.S.
NOW OR FORMALLY GARY WALKER DARK
DB: 4275 PG: 555
N 77°03'46" E
208.70'
GRAVEL DRIVE BEING USED BY
GARY WALKER DARK DB: 4275 PG: 555
NOW OR FORMALLY MARK & KATHY BARTLETT
DB: 5726 PG: 226
0.99 ACRES
TAX# 139-032-11
N 77°00'36" E
208.0'
NOW OR FORMALLY MARK & KATHY BARTLETT
DB: 5726 PG: 226
GRAVEL DRIVE
RICHO LN
PAVED
PHYSICAL-BOUNDRY SURVEY
OF:
TAX#139-032-11, ACRES = .99
MINT HILL, MECKLENBURG CO., N.C.
S: 1"=40'
THE BENEFIT OF BRENDA SANDERS

R. C. S., Inc.

Septic Tank Installation & Service

Stafford Street
Post Office Box 708
Monroe, North Carolina 28110
Phones: 704-283-7539 or 376-9359

1" = 40'



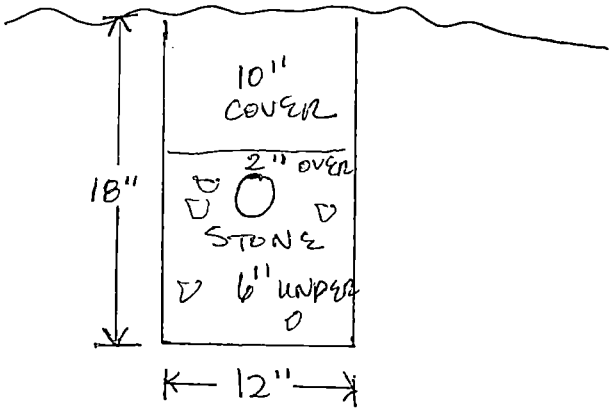
R. C. S., Inc.

Septic Tank Installation & Service

9049 FAIRVIEW RD.
FILE 3801 A

Stafford Street
Post Office Box 708
Monroe, North Carolina 28110
Phones: 704-283-7539 or 376-9359

LINE	PRESSURE HEAD	FLOW/HOLE	NO. OF HOLES	FLOW/LINE	HOLE SPACING	FIRST HOLE
1	2'	.41	15	6.15	5'	30"
2	2'6"	.46	13	5.98	5.83'	30"
3	3'	.50	11	5.5	7'	30"
4	2'	.41	15	6.15	5'	30"
5	2'3"	.44	13	5.72	5.83'	30"
6	2'6"	.46	12	5.52	6.36'	30"



R. C. S., Inc.

Septic Tank Installation & Service

Stafford Street
Post Office Box 708
Monroe, North Carolina 28110
Phones: 704-283-7539 or 376-9359

VOID

VERLIA D. BLACK
9500 IDLEWILD RD.
CHARLOTTE, NC 28212
PROPERTY LOCATED: 9049 FAIRVIEW RD.
FILE NO.: 3801 A

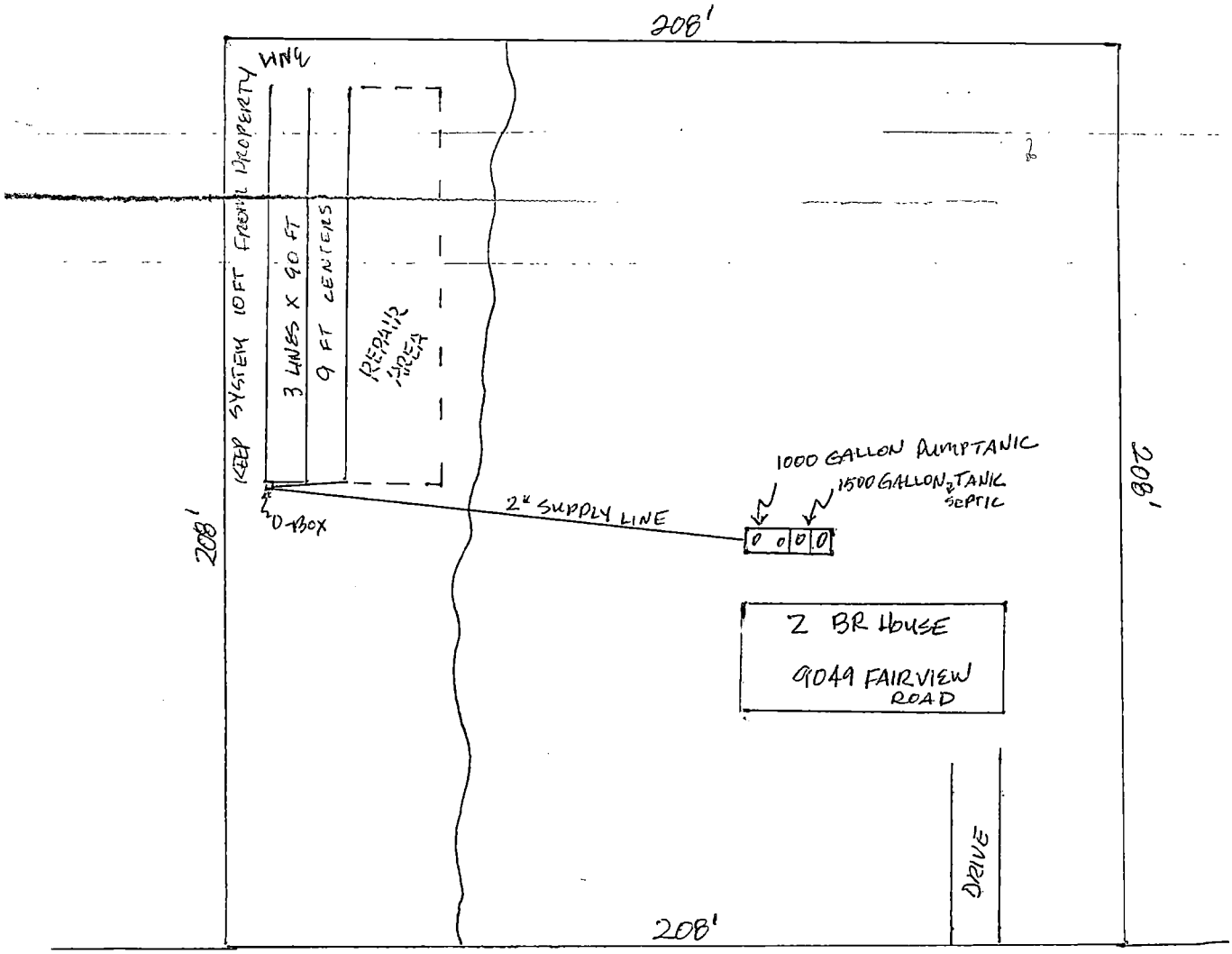
DAILY WASTE FLOW	240 GALLONS
SEPTIC TANK SIZE	1500 GALLONS
PUMP TANK	1000 GALLONS
EFFLUENT LOADING RATE	.12 GAL/FT²/DAY
ABSORPTION AREA	2000 FT²
TOTAL LENGTH OF LATERALS	450 FT
LATERAL DIAMETER	1¼ inch, Sch 160
LATERAL CONFIGURATION	6 x 75 FT LINES
SUPPLY LINE LENGTH	110 FT
SUPPLY LINE DIAMETER	2 INCH, SCH 40
MANIFOLD PLACEMENT	SIDE
HOLE SIZE	5/32 inch
HOLE SPACING	SEE CHART
NUMBER OF HOLES	SEE CHART
PRESSURE HEAD	SEE CHART
FLOW PER HOLE	SEE CHART
TOTAL FLOW	35.02 GPM
ELEVATION HEAD	10 FT
FRICTION HEAD	2.71 FT
PRESSURE HEAD	3 FT
TOTAL HEAD	15.71 FT
STORAGE VOL. IN LATERALS	40.5 GALLONS
STORAGE VOL. IN SUPPLY	17.82 GALLONS
TOTAL STORAGE VOL.	58.32 GALLONS
DOSING VOL.	220.32 GALLONS
DOSING DEPTH	8.64 INCHES
CHECK VALVE NEEDED?	YES

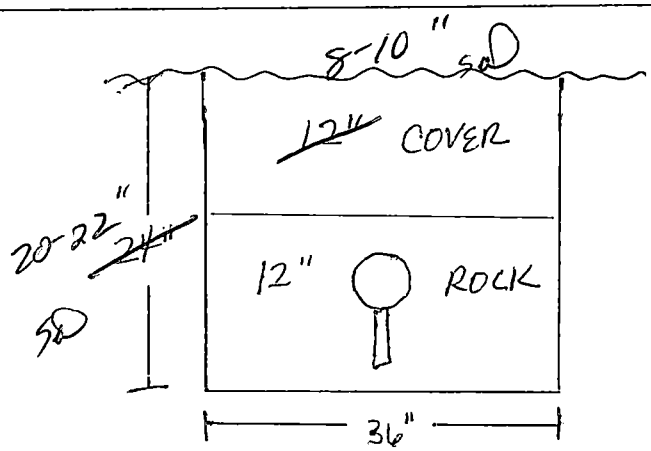
R. C. S., Inc.

Septic Tank Installation & Service

Stafford Street
Post Office Box-708
Monroe, North Carolina 28110
Phones: 704-283-7539 or 376-9359

JENNY MULLIS / ALL-STAR PROPERTIES
FILE 3801-A
9049 FAIRVIEW ROAD





Drawn Dy & Mail to: Environmental Health

REAL ESTATE
BOOK PAGE

PRESENTED FOR REGISTRATION

5645 0873

71

Nov 23 10 14 AM '87

CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

FILE NO. 3801A

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT OF REQUEST BY OWNER FOR RECLASSIFICATION OF SITE FROM "UNSUITABLE" TO "PROVISIONALLY SUITABLE" UNDER 10 NCAC 10A .1948(c)

The undersigned, Verlia L Black

owner of property located at 9049 Fairview Rd. Mint Hill, NC

("the site") and described in an instrument recorded in Book 2195 at Page 439, Mecklenburg Public Registry, hereby acknowledges that he applied to the Mecklenburg County Department of Environmental Health ("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 10 NCAC 10A .1934 et seq; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested pursuant to 10 NCAC 10A .1948(c) 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 can reasonably be expected to function satisfactorily and thus that the findings specified in 10 NCAC 10A .1948(c)(1), (2), and (3) can be made; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

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

FEE 6.00
<> 6.00
CHECK 6.00

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.

11/23/87

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

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

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

This 22 day of November, 1987.

Verlia L Black (SEAL)

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Lem Long Jr., a Notary Public for said County and State, do hereby certify that Verlia L. Black personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 22 day of November, 1987.

Lem Long
Notary Public

My Commission Expires: July 22, 1990

REAL ESTATE
BOOK PAGE

5645 0874

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Lem Long, Jr.

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 23rd day of November 19 87.

Charles E. Crowder, Register of Deeds

By: Mary A. Posey Deputy

RECEIVED
MECKLENBURG COUNTY
HEALTH DEPT.
DEC 2 1987
ENVIRONMENTAL HEALTH
DIVISION

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

Application For
Inspection of Public Records

By completing the following form, the undersigned does hereby make application to inspect the specified public records under the supervision of authorized personnel. This inspection is in accordance with General Statute 132-6 of the State of North Carolina.

Name of person making request: Vicky Goodman

Address: 6026 Trentop Ct.
Charlotte, N.C. 28212

Description of public record requested:

Street name (or County Road): 9049 Arrowview Rd Lot: Blk.:

Owner's name: Verba D. Black

Parcel number: 139-031-11

Reason for request: Real Estate Sale

Signature of person making request: Vicky B. Goodman

Supervisory person:

Date: 09/23/91 Time: 3:16 PM

MECKLENBURG COUNTY

Department of Environmental Health
November 17, 1987

Verlia D. Black
9500 Idlewild Road
Charlotte, NC 28212

Dear Ms. Black:

RE: Property located at 9049 Fairview Road
FILE: 3801A
PARCEL: 139-031-11

Receipt of your plans for a modified waste disposal system for the property referenced above is acknowledged.

Your plans for the modified system for the above property have been approved with slight modifications. The cover depth should not exceed 8-10 inches in order to allow a 12 inch separation under the bottom of the trench and the perched watertable. The property may be landscaped to provide additional coverage if desired. The well shall not be located closer than 50 feet from any part of the system.

Upon execution and recording with the Register of Deeds Office, Mecklenburg County, of the enclosed "Septic Tank Agreement Form", an Improvements Permit may be issued by this office.

Sincerely,

Sylvia D. Daniel, R.S.
Environmental Health Supervisor
Environmental Resources Division

SDD/ir

Enclosures - 3 Septic Tank Agreement Forms
Copy of Plans

APPLICATION FOR AN IMPROVEMENT PERMIT

pd 10/29/87 ck#344 $500 JR

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

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

(OFFICE USE ONLY)

FILE: 3801A

TC: _____

SERIAL: № 13818 ☒ L ☑ CRT

JOB LOCATION

① ADDRESS: 9049 (STREET NO.) FAIRVIEW RD. (STREET) ② FILE: 3801 A

③ JURISDICTION: _____ ④ TAX PARCEL NO.: 13903211

⑤ SUBDIVISION: _____ ⑥ LOT: _____ ⑦ BLOCK: _____

OWNER

⑧ NAME: VERLIA (FIRST) D. (MIDDLE) BLACK (LAST)

⑨ MAILING ADDRESS: 9500 IDLEWILD ROAD

⑩ CITY: CHARLOTTE ⑪ STATE: NC ⑫ ZIP: 28212

REALTOR JENNY MULLIS

⑬ PHONE: (WORK) 545 - 7827 ⑭ (HOME) _____

REQUEST

This request is for a(n):

⑮ ☑ New permit ⑰ ☐ Authorization for mobile home exchange

⑯ ☐ Repair or alteration permit ⑱ ☐ Other (specify) _____

DESIGN CRITERIA

System will serve:

⑲ ☑ Residence ⑳ ☐ Mobile home ㉑ ☐ Business or place of public assembly

㉒ Number of bedrooms? 2 ㉕ Type? _____

㉓ Maximum occupancy? 4 ㉖ Maximum number of employees? _____

㉔ Basement? ☐ yes ☑ no ㉗ Maximum number of seats? _____

WATER SUPPLY

㉘ Water supply from (present or proposed):

A ☑ Individual well

B ☐ Municipal system

C ☐ Community well

D ☐ Community system

㉙ The undersigned, 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 DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Verlia D. Black (CH)

Date: Oct. 26, 1987

IMPROVEMENT PERMIT

The undersigned, an authorized agent of the MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH, 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 permit is issued by this Department.

. . . This permit is not transferable, and shall become null and void 36 months from the date of issuance.

Environmentalist _____ Date _____

Director or Authorized Section Head _____ Date 11-24-87

*This permit must be signed by the Director of Environmental Health or an authorized section head in order to be valid.

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 14509

File: 3801A Action 3

Parcel: 13903211 ☐ PC

Location: 9049 Off Fairview Road

Subdivision:

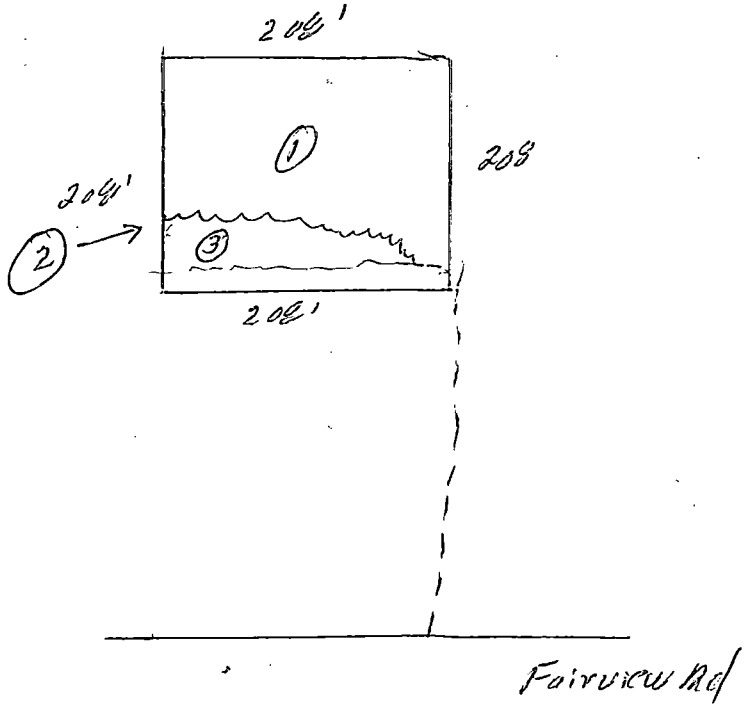
Lot: Block: Acres: .99

Owner: Verlia D. Black
Address: 9500 Idlewild Road
Charlotte, NC 28212

Comments: _____

Described by: _____

Date: _____



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 2-8%	S PS (U) Ditch	(S) PS U 2-8%	S PS U	S PS U	S PS U
Texture	S PS (U) 2-Iclay	S PS U —	S (PS) U clay	S PS U	S PS U	S PS U
Structure	S (PS) U Blocky	S PS U —	S (PS) U Blocky	S PS U	S PS U	S PS U
Drainage	S PS (U) Perched water 24"	S PS U —	S PS (U) Seasonal Water 30-36"	S PS U	S PS U	S PS U
Depth	S PS (U) 20-24"	S PS U —	S (PS) U 36"+	S PS U	S PS U	S PS U
Restrictive Horizons	S PS (U) 736"	S PS U —	S (PS) U 736"	S PS U	S PS U	S PS U
Available Space	S (PS) U	S PS U —	S PS (U) Restricted	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	IuB Helena-Lilo	Ditch	Depression WA			
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

MECKLENBURG COUNTY
Department of Environmental Health

September 8th, 1987

Verlia D. Black
9500 Idlewild Road
Charlotte, NC 28212

RE: Property located at 9049 Fairview Road
FILE: 3801A
PARCEL: 13903211

Dear Sir:

At your request a soils investigation was conducted on the property designated above. Results of this investigation showed the site to be classified as UNSUITABLE under criteria as set forth in Section .1900 of the North Carolina Administrative Code, Title 10, Department of Human Resources, Chapter 10, Division of Health Services; Sanitary Engineering Section, Subchapter 10A, Sanitation. A copy of the Site Evaluation Report (Serial Number 14509) is enclosed.

The soil on this property is not suitable for use with any conventional system, modified or alternative, with which I am aware.

If I can be of assistance, please do not hesitate to call.

Sincerely,

Sylvia D. Daniel

Sylvia D. Daniel, R.S.
Environmental Health Supervisor
Environmental Resources Division

Enclosure

APPLICATION FOR SOIL INVESTIGATION

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 38017

TC: 139-032-11

☐ PC ☐ REPT

MECK COUNTY DEPARTMENT OF
RECEIVED
AUG 11 1987
ENVIRONMENTAL HEALTH

JOB LOCATION

① ADDRESS: 9049 Off Fairview Road, Charlotte, N. C. 28212

② SUBDIVISION: N/A ③ LOT: 208.7x205x200x208 + (.993Ac) ④ BLOCK:

⑤ PARCEL REFERENCE: BOOK NO.: 139 PAGE NO.: 3 PARCEL NO.: 11

⑥ DEED REFERENCE: BOOK NO.: PAGE NO.:

OWNER

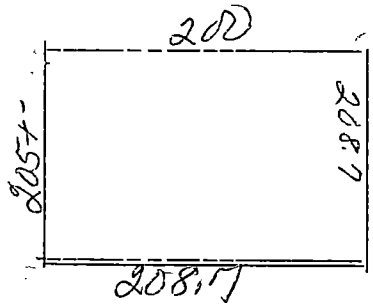
⑦ NAME: Verlia (FIRST) D. (MIDDLE) Black (LAST)

⑧ MAILING ADDRESS: 9500 Idlewild Rd.

⑨ CITY: Charlotte ⑩ STATE: N. C. ⑪ ZIP: 28212

⑫ PHONE: (WORK) Brother Lem Long, Jr. 394-1111 H, 537-4019 (HOME)

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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 DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Mrs. Verlia L. Black

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

Date: August 7. 1987

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER'S COPY