

11235 BRIEF RD

13922107

1/9/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

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

File #: 59038 Permit #: _____ Tax Parcel #: 139-221-07

Property Owner: IDA MCDONALD & GLENDA FLOWE

Job Location Address: 11235 BRIEF RD.

City: CHARLOTTE State: NC Zip Code: 28227

Operation Permit Issuance Date: 11/25/07 Contractor Name: RCS

Permitted Design Flow: 490 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Effluent Pump Model: N/A

Drainfield Installation ☐ N/A

Trench Depth: 36 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 490 feet

# of Lines: 6 @ VAR feet

Depth of Media: N/A inches (Type) IIIB

Depth of Cover: 12 inches

Distribution Device: Drop Box

Inspection Dates

Tank(s) Inspected: 11/25/07

Excavation Inspected: 11/25/07

Pump & Controls Inspected: N/A

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

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

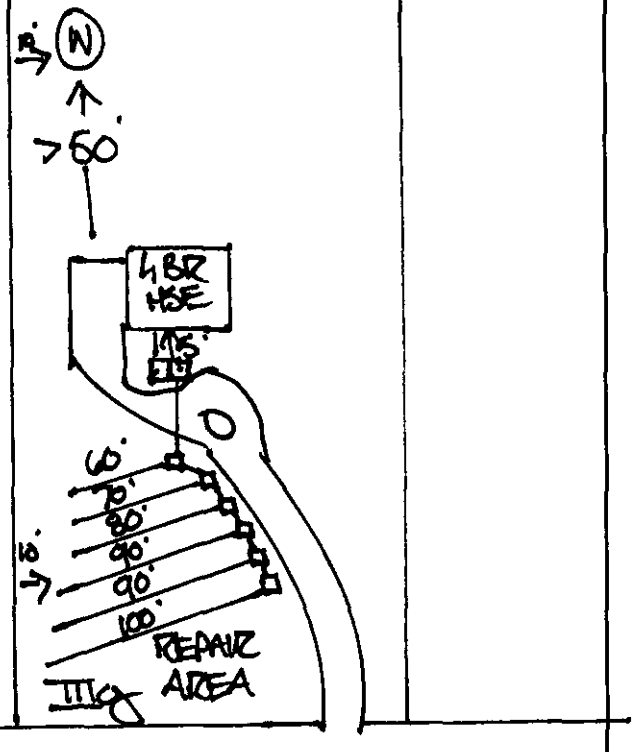
System Installation Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 750 feet

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



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

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

Comments: System Classification & Type: IIIB, INNOVATIVE, 25% REDUCTION, E-Z FLOW 6 LINES INSTALLED @ 60', 70', 80', 90', 90', 100'. 750' FROM WELL.

DENR Authorized Agent: DAVID CORNELIUS, RS Signature: _____, RS

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

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

File #: 59038 Permit #: _____ Tax Parcel #: 139-221-07

Property Owner: IRA MCDONALD & GLENDA FLOWE

Job Location Address: 11235 BRIEF RD.

City: CHARLOTTE State: NC Zip Code: 28227

Installation Approval Issuance Date: 1/5/07

Permission is hereby given to ☑ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 2/1/07, after which date this approval shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of granting this approval. An **Operation Permit** must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 480 GPD

Site LTAR: 0.25 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Drainfield Design ☐ N/A

Trench Depth: 36 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 490 feet

# of Lines: 6 @ VAR feet

Depth of Media: N/A inches (Type) IIIg

Distribution Device: Drop Box

(60', 70', 80', 90', 90', 100') INNOVATIVE 25% REDUCTION

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

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

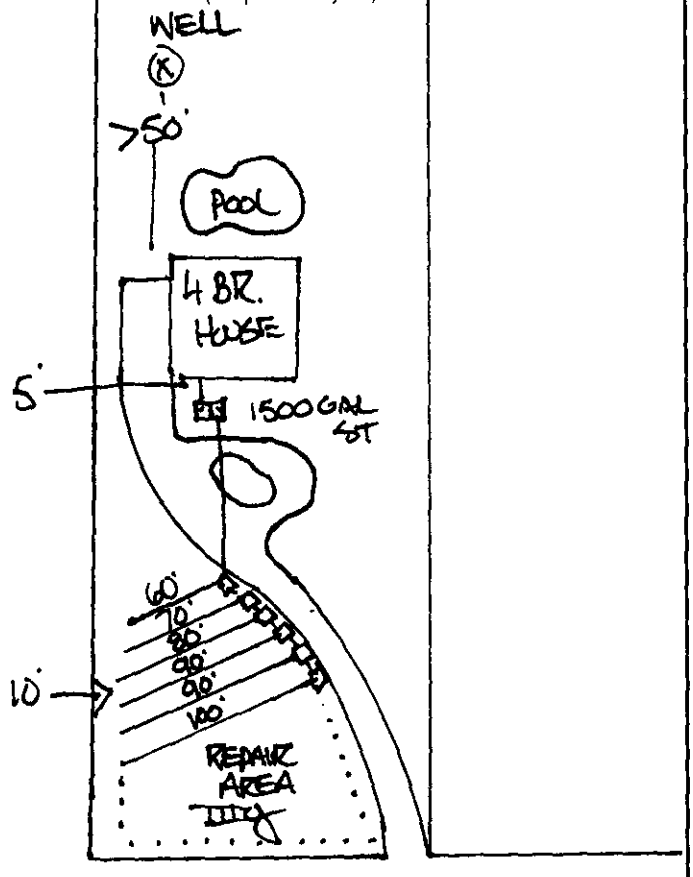
Minimum System Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 50 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: IIIg. TYPE IIIg, 25% REDUCTION. INSTALL 6 LINES TO TOTAL 490' AS SHOWN IN LAYOUT. USE DROP BOX DISTRIBUTION. INSTALL PVC SLEEVE ON SUPPLY LINE UNDER DRIVEWAY.

DENR Authorized Agent: DAVID CORNELIUS, RS Signature: _____, RS

FEE: 300.00

DATE: 5/25/2006

CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

MECKLENBURG COUNTY

GROUNDWATER & WASTEWATER SERVICES

FILE NUMBER: 5903B

PERMIT NUMBER: 30000867

PARCEL NUMBER: 13922107

JOB LOCATION INFORMATION

ADDRESS: 11235 BRIEF RD

CITY: CHARLOTTE **STATE: NC** **ZIP:** 28227

ISSUED TO: IRA MCDONALD & GLENDA FLOWE

CONSTRUCTION AUTHORIZATION ISSUANCE DATE: 4/4/2005

CONSTRUCTION AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 30000867, 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 APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

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

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.
   ***CONSTRUCTION AUTHORIZATION EXPIRATION DATE:** 4/5/2010

DATE: 5/4/2006 **PERMIT NUMBER:** _____

TO: CHARLOTTE-MECKLENBURG CODE ENFORECEMENT

FROM: MECKLENBURG COUNTY GIS **JURISDICTION:** MECK / MINT(ETJ)

59036

139-221-07

PARCEL NUMBER

11235 BRIEF RD

ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

N/A

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A

PROJECT NAME (IF APPLICABLE)

Remarks: ADDRESS VERIFICATION- FOR NEW SINGLE FAMIILY CONST

Signed: _____

Addressing Verification Form Disclaimer Statement

The party indicated on this application shall be responsible for maintaining this address throughout the life of the project from plan submittal through final C/O. The contents of this form reflect information provided by the party listed on this form.

Incorrect information may result in delays in getting final approval of permits and the final C/O.

Special Circumstances: If a temporary address is being verified for the purposes of Plan Review, the responsible party will be required to obtain and submit a new form verifying the permanent address prior to issuance of the permit.

Name (please print) _____

Company _____

Company Address _____

_____

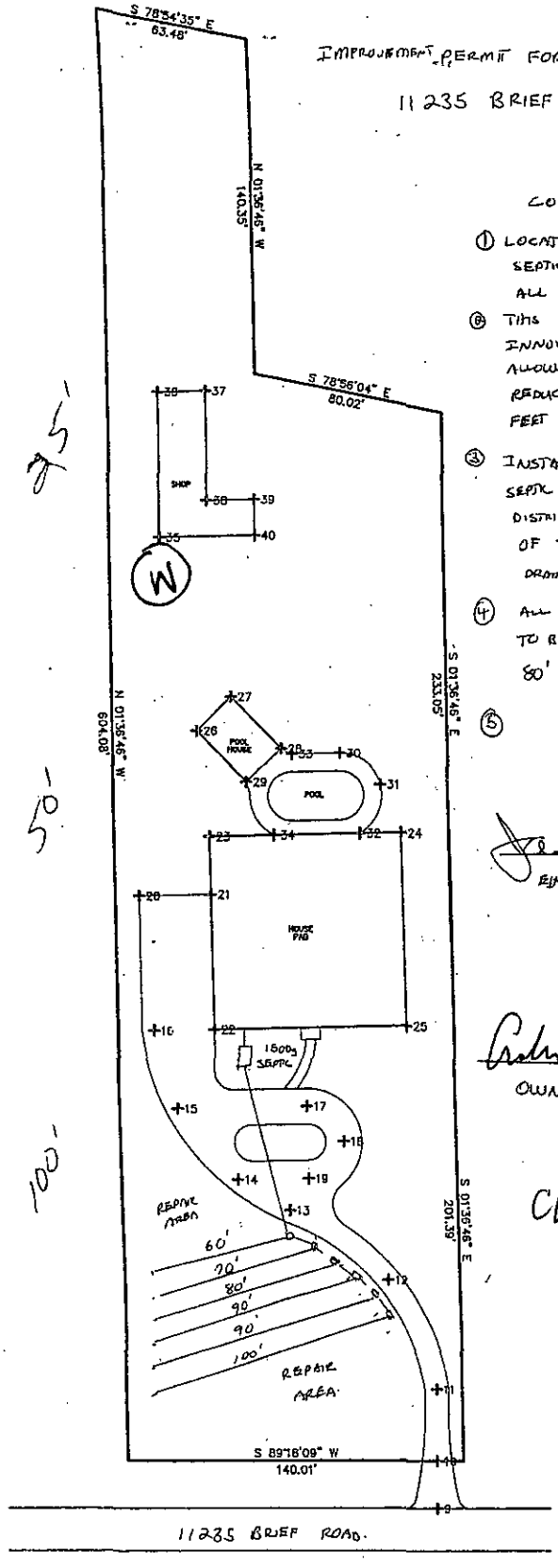
Telephone # _____

Signature _____

Date _____

IMPROVEMENT PERMIT FOR

11235 BRIEF ROAD.



Scale

1" = 40'

COMMENTS:

1. LOCATE ALL PARTS OF SEPTIC SYSTEM 100' FROM ALL WELLS.
2. THIS IS A TYPE III-C INNOVATIVE INSTALLATION THAT ALLOWS FOR A 25% REDUCTION IN TOTAL LINEAR FEET OF DRAINFIELD
3. INSTALL A 1500 GALLON SEPTIC TANK, DROP-BOX SERIAL DISTRIBUTION, AND 490 FEET OF TYPE III-C INNOVATIVE DRAINLINE.
4. ALL AREAS UNDER DRIVE TO BE SLEEVED IN SCHEDULE 80' 4" PVC PIPE.
5.

4-5-05

EJS.

Carla Benson 5-4-06

OWNER'S SIGNATURE DATE

Check # 3767

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: 5903B

Tax Number: 13922107

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

Basement: ☒ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

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

.25 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1920 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	490 Total trench length (ft)	36 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	na Gallon pump tank	na Depth of stone (in)	

Any surface water present: Type: Minimum separation distance (ft):

Additional conditions: **Use drop boxes for serial distribution**

Repair Area System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

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

1920 Absorption Area (ft^2) 490 Total trench length (ft)	na Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	36 Maximum trench depth (in)

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

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

*** This Improvement permit is transferable.

4-5-05
DENR Authorized Agent Date

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

5-4-06
Owner/Agent Signature Date

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

IWWS-100195

chk 3767

FEE: 300.00
DATE: 3/4/06

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

AC5

PERMIT NUMBER: 5903B
PARCEL NUMBER: 139-221-07

LD181665

JOB LOCATION ADDRESS: 11235 Brief Road
PROPERTY OWNER: Andrew Baucom
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: ____
AUTHORIZATION ISSUED BY: J. Andrew Walker DATE: 04/04/05

DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

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

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

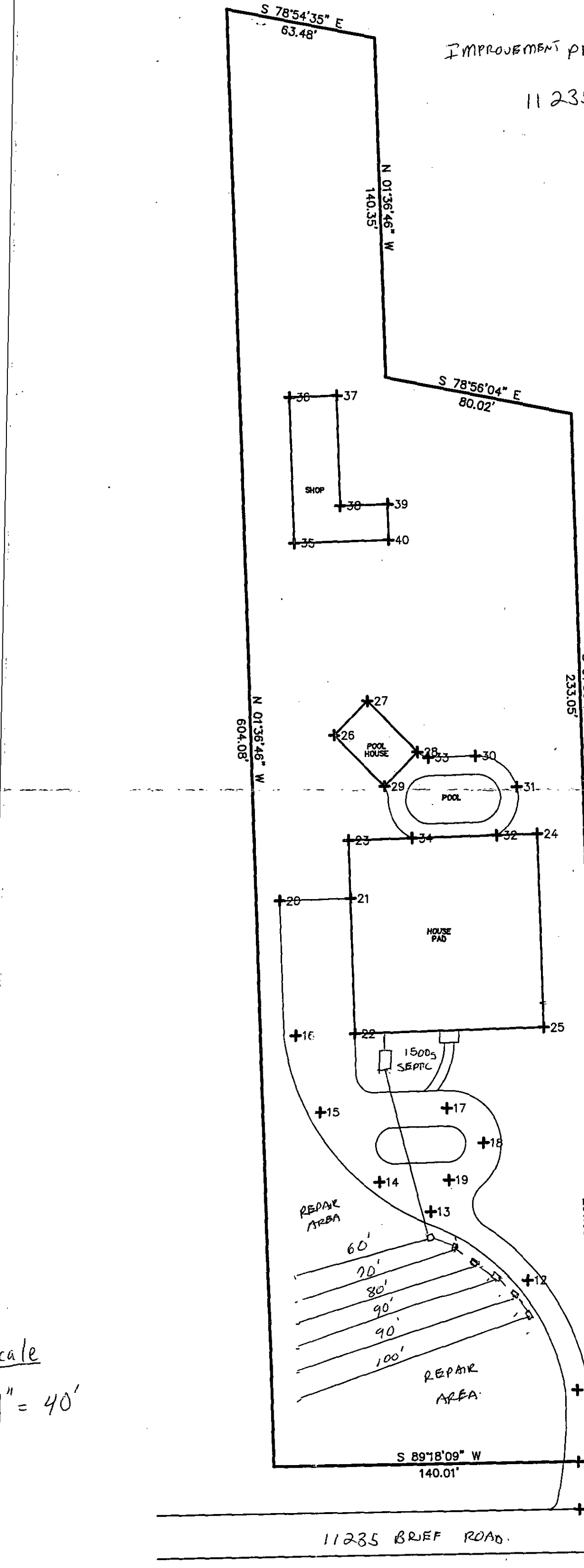
3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS CONSTRUCTION AUTHORIZATION AND ASSOCIATED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

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

5. OTHER CONDITIONS:

IMPROVEMENT PERMIT FOR

11235 BRIEF ROAD.



COMMENTS!

1. LOCATE ALL PARTS OF SEPTIC SYSTEM 100' FROM ALL WELLS.
2. THIS IS A TYPE III-G INNOVATIVE INSTALLATION THAT ALLOWS FOR A 25% REDUCTION IN TOTAL LINEAR FEET OF DRAINFIELD.
3. INSTALL A 1500 GALLON SEPTIC TANK, DROP-BOX SERIAL DISTRIBUTION, AND 490 FEET OF TYPE III-G INNOVATIVE DRAINLINE,
4. ALL AREAS UNDER DRIVE TO BE SLEEVED IN SCHEDULE 80' 4" PVC PIPE,
5.

4-5-05

EHS.

Robin Benson 5-4-06

OWNER'S SIGNATURE DATE

Scale

1" = 40'

11235 BRIEF ROAD.

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

Sheet: 1 of 2
Property ID: 139-221-07
Lot #: 1
File #: 5903B
Code: 1

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Ira McDonald & Glenda Flowe
Applicant: Andrew Baucom
Address: 8810 Ira Flowe Road, Charlotte, N. C. 282278
Date Evaluated: 3/20/2005
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: Approx. .7 a. inv.
Location of Site: 11235 Brief Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-6	GR/CL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	N/A	NONE	PS, IV
		6-46	SBK/ABK/C	FI/SEXP/S/P					.25GPD/FT^2
2	"	0-5	GR/SCL	FR/SEXP/SS/SP	>47" TO SOIL WETNESS	47	"	"	"
		5-47	SBK/ABK/C	FI/SEXP/S/P					
3	"	0-8	GR/CL	FR/SEXP/SS/SP	>39" TO SOIL WETNESS	39	"	"	"
		8-39	SBK/ABK/C	FI/SEXP/S/P					
4	"	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		6-48	SBK/ABK/C	FI/SEXP/S/P					
5	"	0-4	GR/CL	FR/SEXP/SS/SP	>37" TO SOIL WETNESS	37	"	"	"
		4-37	SBK/ABK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	TI	TI
Site LTAR	.25GPD/FT^2	.25GPD/FT^2

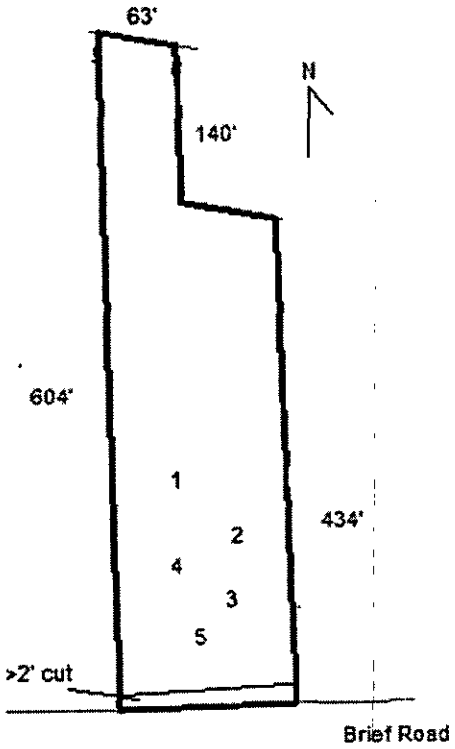
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 3/30/2005, W. R. Marlin
Others Present:

COMMENTS:
Not sure if lot needs 100% repair

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



Drew #867

GWS – RES. APP 12/04

SEPTIC FEE: 200.00
DATE: 3/14/05
CRT [ ] Check 3489
JKA

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 # 5903B

WELL FEE:
DATE:
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM EXISTING SYSTEM : ☐ EXPANSION/ALTERATION ☐ REPAIR

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 13922107
STREET ADDRESS: LOT 1 Brief Rd. (11235)
CITY: Charlotte
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 1
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: 4000 sf
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 5

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: Ira McDonald + Glenda Flowe
ADDRESS: 8810 Ira Flowe Road
CITY: Charlotte
STATE: NC ZIP: 28227
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: Buyer

NAME: Andrew Baucom
ADDRESS: 3216 Continental Drive
CITY: Monroe
STATE: NC ZIP: 28110
HOME PHONE: 704 226-1904 WORK PHONE: 704 201-1248
MOBILE PHONE: 704 201-1248 FAX: 704-226-1904

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? April 1, 2005

*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.

Andrew Todd Baucom 3-14-05
Owner's/Agent's Signature Date

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

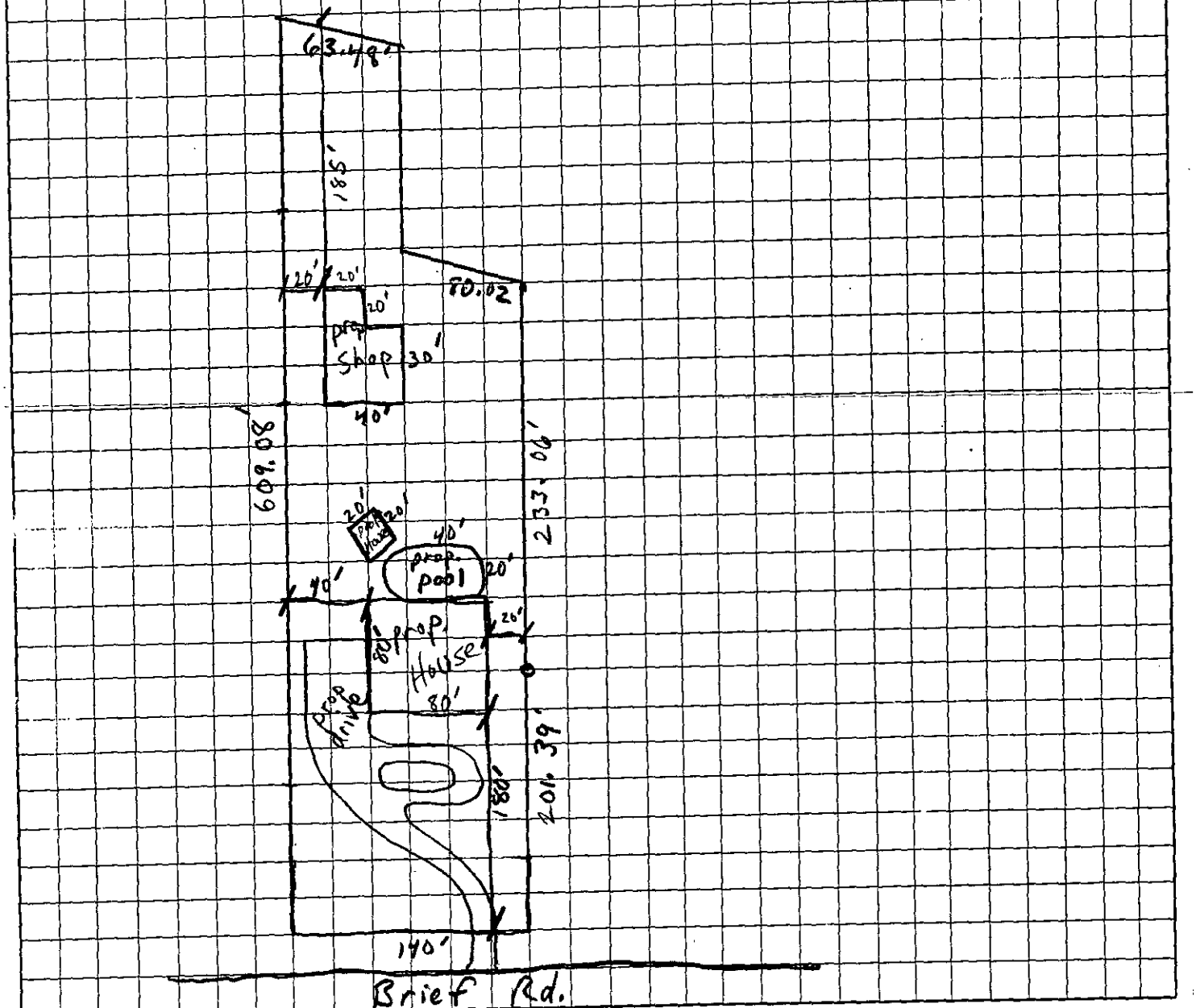
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 5903B

TC: 139-22/-07

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.



Cecil Todd Bowman
OWNER/AGENT SIGNATURE

DATE 3/14/05

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Andrew T. Baucom hereby offers to purchase and Ira M. Flowe, Glenda B. Flowe, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address Lot 1 Brief Rd Zip 28227, Subdivision Name, Plat Reference: Lot 1 M36-980, Block or Section parcel 13922107, as shown on Plat Book or Slide ____ at Page(s) ____ (Property acquired by Seller in Deed Book 07586 at Page 735).
NOTE: Prior to signing this Vacant Lot 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. **PURCHASE PRICE:** The purchase price is $ 53,000.00 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 Re/Max Executive 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) $ 52,500.00 , BALANCE of the purchase price in cash at Closing.
3. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ Conventional ☒ Other: Equity line loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $48,000.00 for a term of 15 year(s), at an initial interest rate not to exceed 6.375 % per annum, with mortgage loan discount points not to exceed ____ % of the loan amount. Buyer shall apply for said loan within done 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 done and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above lender date, Seller may request in writing

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
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Buyer Initials GDB Seller Initials IMF GBF

RE/MAX Executives 6842 Morrison Blvd. Charlotte NC 28211
Phone: 4045407500 Fax: Daniel Brown

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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.

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

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

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

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

4. 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

5. 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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 $ none per .

6. 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 the Property, the amount thereof shall be $ none, excluding any portion disapproved by Buyer's lender.

7. 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.

8. 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.

9. 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 April 7, 2005, at a place designated by Buyer. The deed is to be made to Andrew T. Bauoos.

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

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

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Buyer Initials AB Seller Initials MF

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11. SEWER SYSTEM (check only ONE):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, 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* _____ that this condition cannot be satisfied, time being of the essence.

☒ 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 March 30 2005 , shall be responsible for clearing 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 _____ that this condition cannot be satisfied, time being of the essence.

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, 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 March 30 2005 that this condition cannot be satisfied, time being of the essence.

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

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

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. 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.

17. 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.

18. 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.

19. 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 GSB ____ Seller Initials LMF DT

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

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

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

Date: March 7, 2005 Date: 3-9-05

Buyer Andrew T. Bauson (SEAL) Seller Ira M. Flowe (SEAL)

Date: Date: 3-10-05

Buyer (SEAL) Seller Glenda B. Flowe (SEAL)

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

Date March 7, 2005 Firm: Re/Max Executive Realty

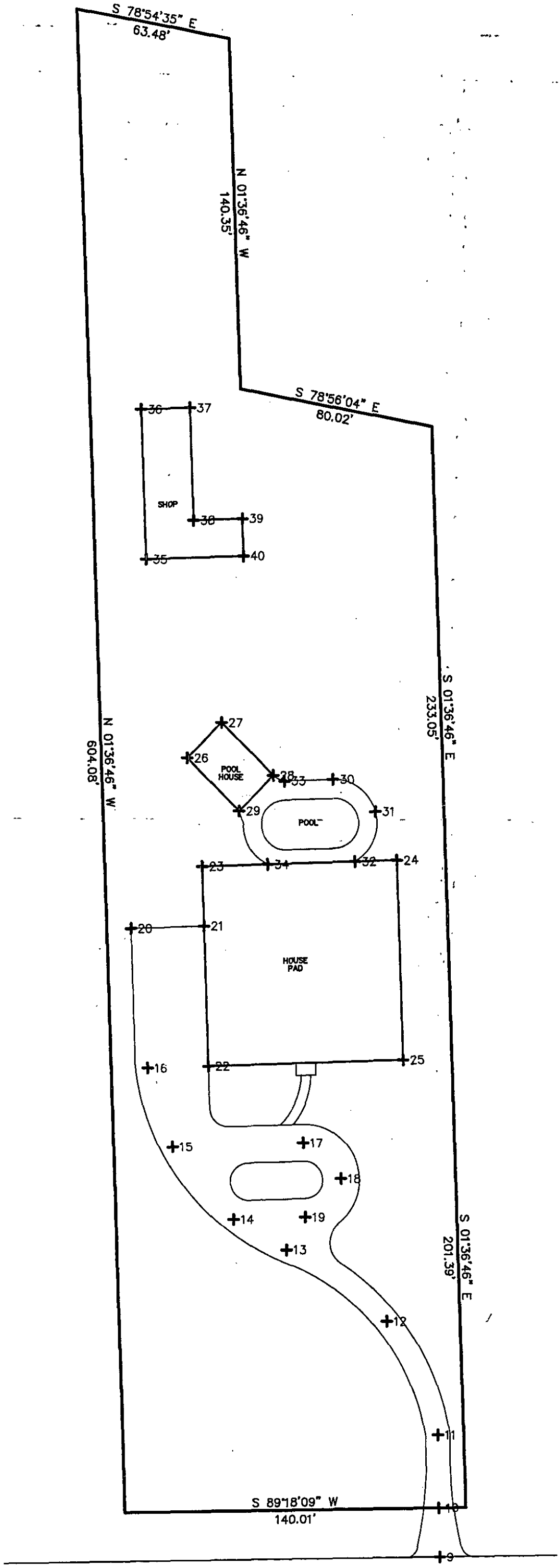
By: (Signature)
Daniel Brown

Selling Agent/Firm/Phone Daniel Brown Re/Max Executive Realty (704) 926-2832
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone A Thomas Country Home real Estate (704) 888-6333
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

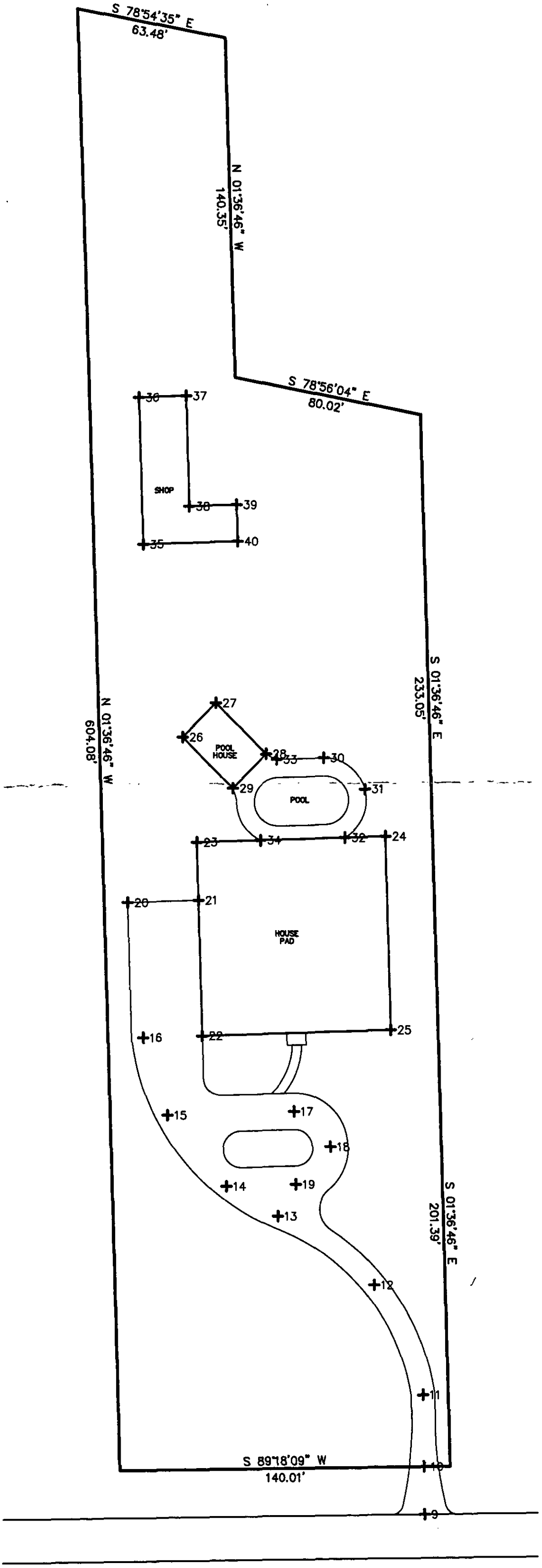
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Scale

1" = 40'


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Scale

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