

16000 SUNSET DR

00102359

1/8/2008

duponbj

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

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 5716B WASPS App #: 2518

Primary ES assigned to project: OJ

Secondary ES assigned to project:

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

I. File Review:

Rule or Law				
	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☑
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☑	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?	Yes ☑	No ☐	N/A ☐
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☑	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: 4 Were sufficient auger borings made?	Yes ☑	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR .225	Yes ☑	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☑	No ☐	N/A ☐
.1945(b) 130A-336 (a)(3)	Proposed System Type stated-Repair System location identifiable by setbacks - Initial	Yes ☑	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown – Initial	Yes ☑ Yes ☑	No ☐ No ☐	N/A ☐ N/A ☐
.1945(b)	Repair area shown	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☑	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☑	No ☐	N/A ☐

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

II. WASPS Review:

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

Items requiring correction/modification: _____

Comments:

IA issued date: 1-14-08

OP issued date: 1-14-08

Review performed by: CR

Date performed: 1-15-08

PLANS

AUG 16 2005

RECEIVED

2518

GWS – RES. APP 12/04

SEPTIC FEE 240.00 DATE 8/16/05 CR# 1111

WELL FEE DATE CR#

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 # 5716B

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 #: 00102359
STREET ADDRESS: 16000 SUNSET ROAD
CITY: HUNTERSVILLE
STATE: NC **ZIP:** 28078
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: 2850-3000
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: CHARLES T ADAMS + SUSAN ADAMS
ADDRESS: 16031 SUNSET ROAD
CITY: HUNTERSVILLE
STATE: NC ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: LARRY BUZZEE
ADDRESS: 15537 NORTHSTONE Dr.
CITY: HUNTERSVILLE
STATE: NC ZIP: 28078
HOME PHONE: WORK PHONE: 8965542
MOBILE PHONE: 704 400 8491 FAX: 704 896 5512

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 7/1/74
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? SEPT 5, 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.

Owner's/Agent's Signature 8/15/05 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

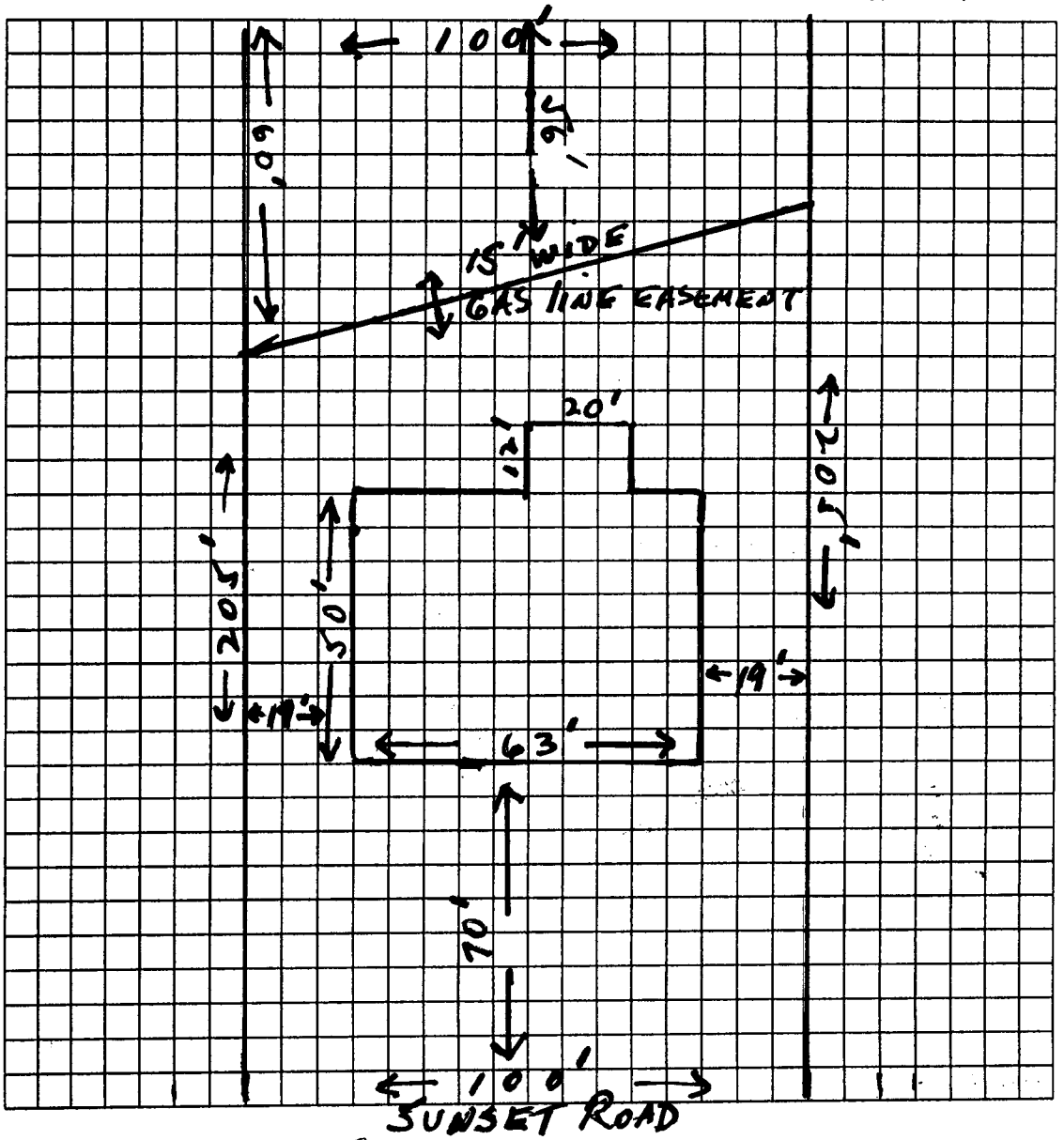
Mecklenburg County
Land Use & Environmental Services Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

PLANS
AUG 16 2005
RECEIVED

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	Tony Boyle
Date	8/15/05

EXCAVATION = Approx 6.3'

LBC 12/15/04

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

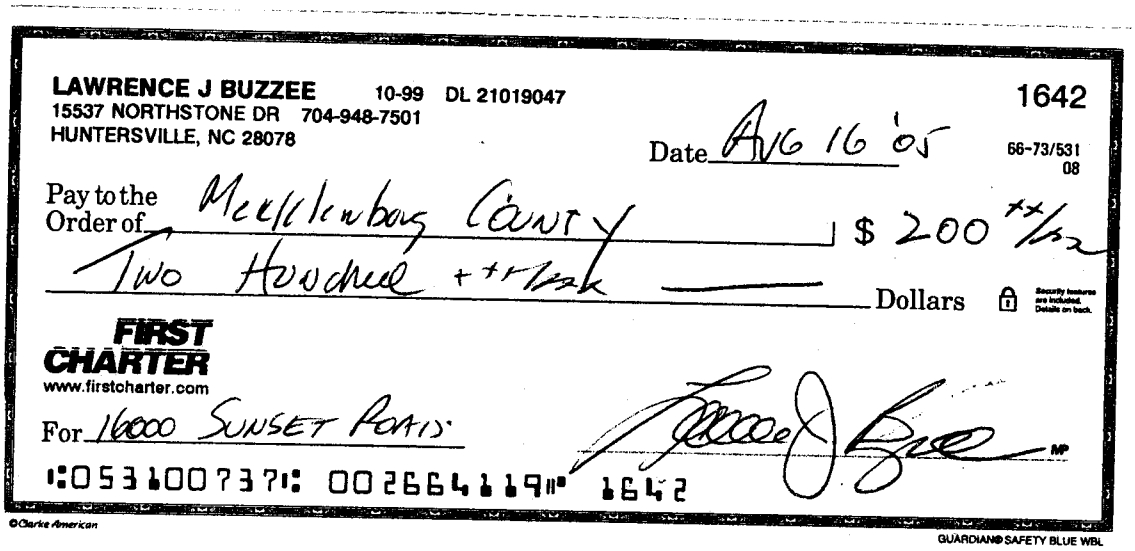
Receipt Information

Date:	08/16/05	**Amount:**	200.00
Receipt #:	36414	**Tendered:**	200.00
Check / Auth #:	CHECK 1642	**Returned:**	200.00
Received By:	POWELPT		

Account Information

Account #: 200000
Contractor: BUZZEE, LARRY
Attn:
Address: 15537 NORTHSTONE DR
Address:
City/State/Zip: HUNTERSVILLE, NC 28078

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 16000 SUNSET RD - NEW SYSTEM		1	200.00	200.00



LAWRENCE J BUZZEE 10-99 DL 21019047
15537 NORTHSTONE DR 704-948-7501
HUNTERSVILLE, NC 28078

1642

Date AUG 16 '05

66-73/531
08

Pay to the Order of Mecklenburg County $ 200 ++/++

Two Hundred +++ Zero ++++ Dollars

FIRST CHARTER
www.firstcharter.com

For 16000 SUNSET PERMIT

⑆053100737⑆ 00266119⑈ 1642

©Clarke American

GUARDIAN® SAFETY BLUE WBL

----------Outstanding Balances----------

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

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

Sheet: 1 of 2
Property ID: 001-023-59
Lot #: 4
File #: 5716B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Charles Adams
Applicant:
Address: 16031 Sunset Drive, Huntersville, N. C. 28078
Date Evaluated: 4/28/2005
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .49a
Location of Site: 16000 Sunset Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger boring [x] 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	0-31	MIXED FILL		>55" TO SOIL WETNESS	55	N/A	NONE	PS, IV
		31-55	SBK/C	FI/SEXP/S/P					.225GPD/FT^2
2	"	0-12	MIXED FILL		>62" TO SOIL WETNESS	62	"	"	"
		12-40	SBK/C	FI/SEXP/S/P					
		40-62	SBK/CL	FR/SEXP/SS/SP					
3	"	0-13	MIXED FILL		>61" TO SOIL WETNESS	61	"	"	"
		13-30	SBK/C	FI/SEXP/S/P					
		30-61	SBK/CL	FR/SEXP/SS/SP					
4	"	0-13	MIXED FILL		>63" TO SOIL WETNESS	63	"	"	"
		13-34	SBK/C	FI/SEXP/S/P					
		34-63	SBK/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	NA
System Type(s)	Trench	NA
Site LTAR	.225GPD/FT^2	NA

Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 4/2005, W. R. Marlin
Others Present: C. Adams, J. Michelone

COMMENTS:
Does not appear to be 100% repair

Landscape Position	Group	Texture	.1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
CV-Convex Slope		SICL-Silty Clay Loam	
T-Terrace		CL-Clay Loam	
FP-Flood Plain		SCL-Sandy Clay Loam	
	IV	SC-Sandy Clay	0.4 - 0.1
		SIC-Silty Clay	
		C-Clay	

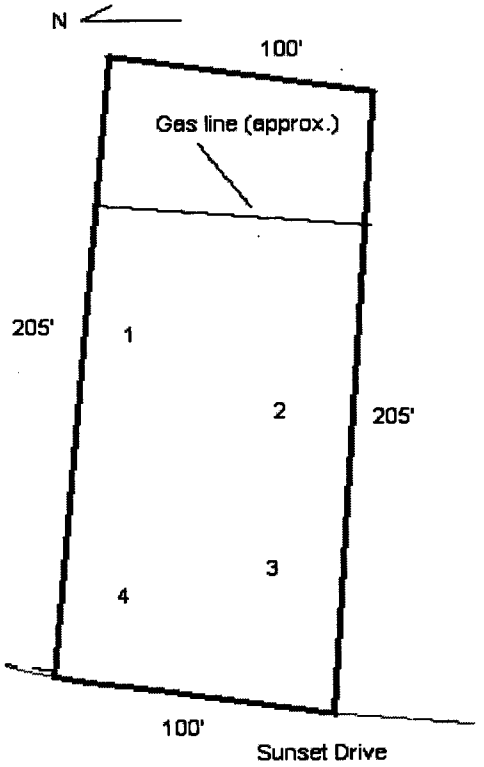
Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

Consistence
Moist
VFR-Very Friable
FR-Friable
FI-Firm
VFI-Very Firm
EFI-Extremely Firm

Consistence
Wet
NS-Non-Sticky
SS-Slightly Sticky
S-Sticky
VS-Very Sticky
NP-Non-Plastic
SP-Slightly Plastic
P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



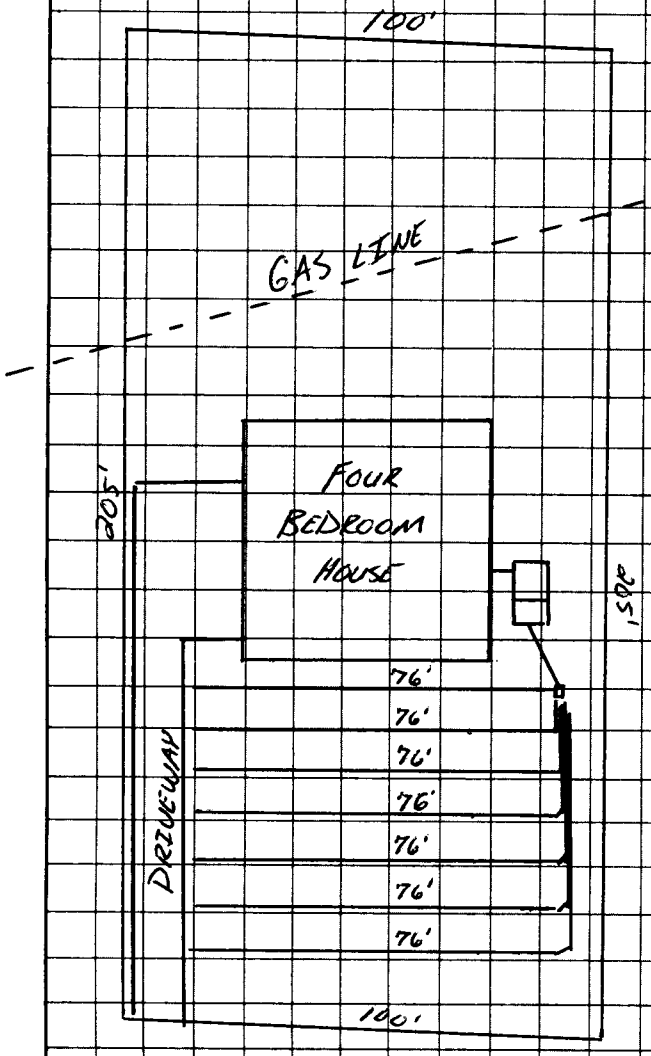
PROPOSED PLOT PLAN

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

FILE: 57168

TC: 001-023-59

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



COMMENTS:

→ System designed for four Bedrooms
→ 0.425 LTAR
→ 1500 gallon septic tank
→ 1" = 40' Scale
→ House located 75' off front property line and 24' off right property line
→ 7 lines x 76' x 3'
→ 533 TCF
→ Type IIIg Innovative system
→ Property does not require 100% Repair

OWNER/AGENT SIGNATURE

DATE 9-15-05

APPROVAL DATE 9/13/05

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

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

Sheet: 1 of 2
Property ID: 001-023-59
Lot #: 4
File #: 5716B
Code: 2

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Charles Adams
Address: 16031 Sunset Drive, Huntersville, N. C. 28078
Proposed Facility: Residence Design Flow (.1949): 360gpd
Location of Site: 16000 Sunset Drive
Water Supply: [ ] Public [ ] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

Applicant: Mitzi Lieberman
Date Evaluated: 4/5/2005
Property Size: .49a
Property Recorded:

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	0-32	COMPACTED	FILL	>32" TO SOIL WETNESS		N/A	NONE	US
2	"	0-8	"	"			"	"	PS, IV
		8-26	SBK/C	FI/SEXP/S/P_					.3GPD/FT^2
		26-50	SBK/CL	FR/SEXP/SS/SP					
3	"	0-14	COMPACTED	FILL	>50" TO SOIL WETNESS	50	"	"	"
		14-36	SBK/C	FI/SEXP/S/P_					
		36-50	SBK/CL	FR/SEXP/SS/SP					
4	"	0-32	COMPACTED	FILL	>32" TO SOIL WETNESS		"	"	US
5	LS, 6	0-5	GR/CL	FR/SEXP/SS/SP	>50" TO SOIL WETNESS	50	"	"	PS, IV
		5-48	SBK/CL	"					.4GPD/FT^2
		SEE	COMMENTS						

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR		

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 4/7/2005, W. R. Marlin
Others Present: D. Howell

COMMENTS:
Does not appear to be 100% repair, debris may be buried below the observed fill depths

Landscape Position	Group	Texture	.1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
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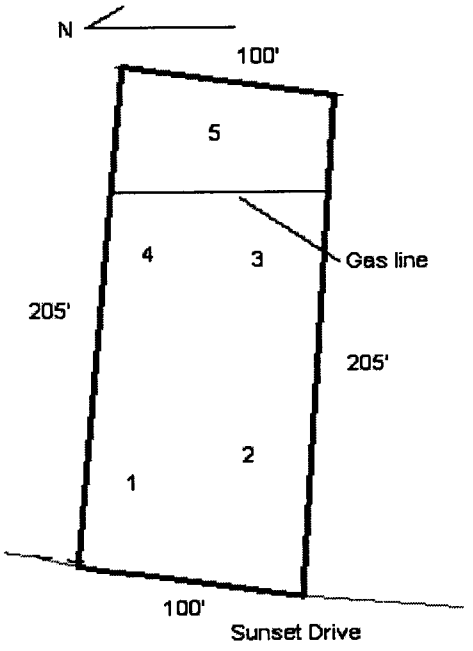
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NP-Non-Plastic
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P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5716B**

Tax Number: **00102359**

- 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:

0.225 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1599 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	533 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: **NO** Type: Minimum separation distance (ft):

Additional conditions: **Property does not require 100% repair.**

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:

____ Absorption Area (ft^2) ____ Total trench length (ft)	__ Depth of stone (in)	__ Trench spacing (min. on centers) (ft)	__ 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.

Tommy Mullis, R.S. 9/13/05
DENR Authorized Agent Date

Owner/Agent Signature 9-15-05
Owner/Agent Signature Date

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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FEE: 300.00
DATE: 1/20/07
X38274 JKA

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

AC S

PERMIT NUMBER: 5716B
PARCEL NUMBER: 00102359

JOB LOCATION ADDRESS: 16000 Sunset Drive
PROPERTY OWNER: Larry Buzzee
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 09/13/05

Jeremy Michelone, R.S.
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 5716B, 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:

#102 add site 4/8/05 Chk #688 3C 5

GWS – RES. APP 12/04

[redacted]

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

[redacted]

FILE # 5716B

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 #: 00102359
STREET ADDRESS: 16000 Sunset Dr.
CITY: Huntersville
STATE: NC **ZIP:** 28078
SUBDIVISION OR MOBILE HOME PARK NAME: n/a
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: 3
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: n/a NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: n/a
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: Charles Adams
ADDRESS: 16031 Sunset Dr
CITY: Hunt
STATE: ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY ~~OWNER~~, IF APPLICABLE:

NAME: Nitzi LiebermanBuyer
ADDRESS: 19460 Old Jetton Rd
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: WORK PHONE: 896-8283
MOBILE PHONE: 704 905 8270 FAX: 896-8289

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1975
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 4/15/05

*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

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.

Nitzi Lieberman 3/24/05
Buyer
Owner's/Agent's Signature Date

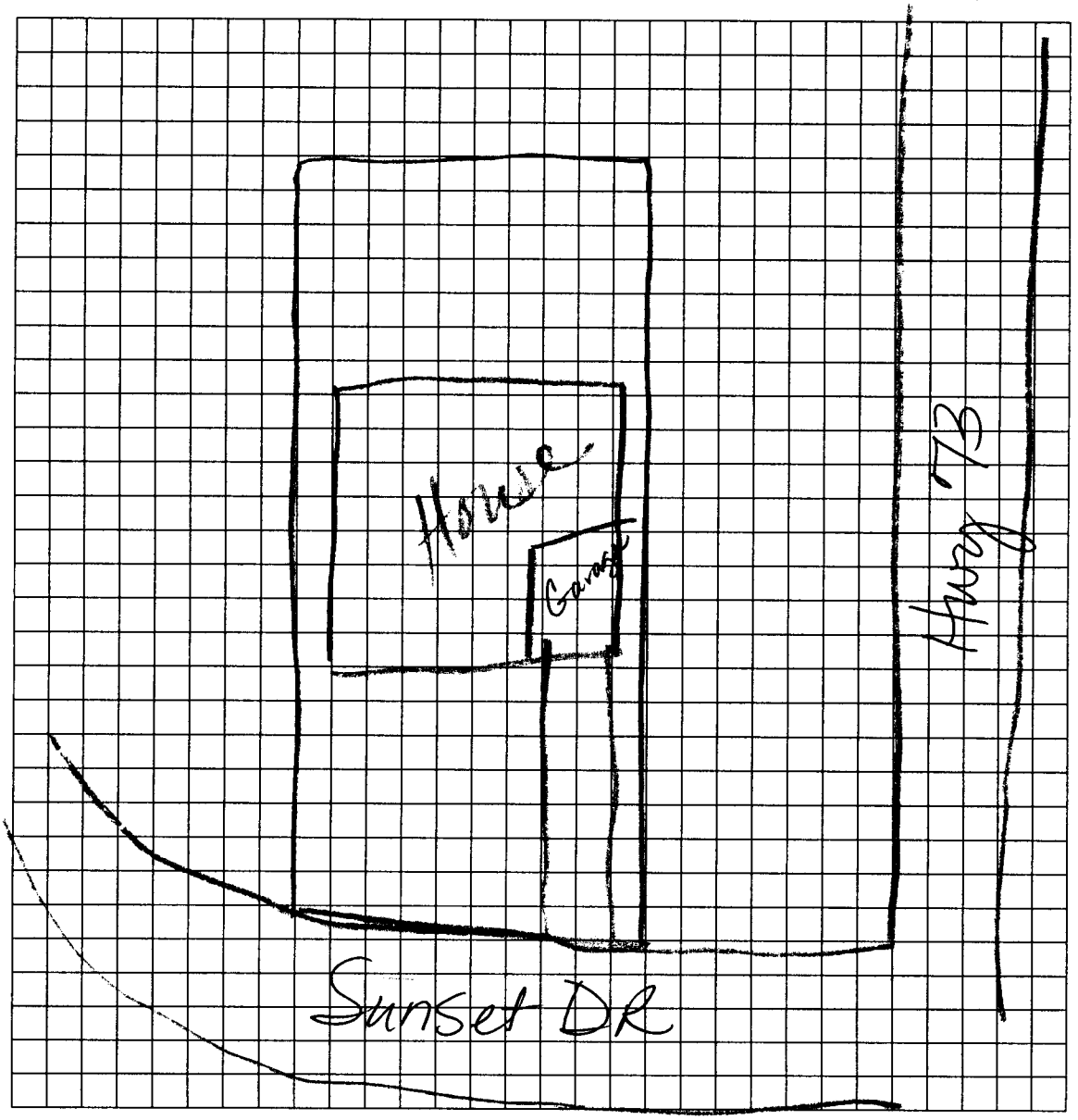
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

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.



Buyer Owner/Agent Signature	Fritz Fuhrman
Date	3/24/05

LBC 12/15/04

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

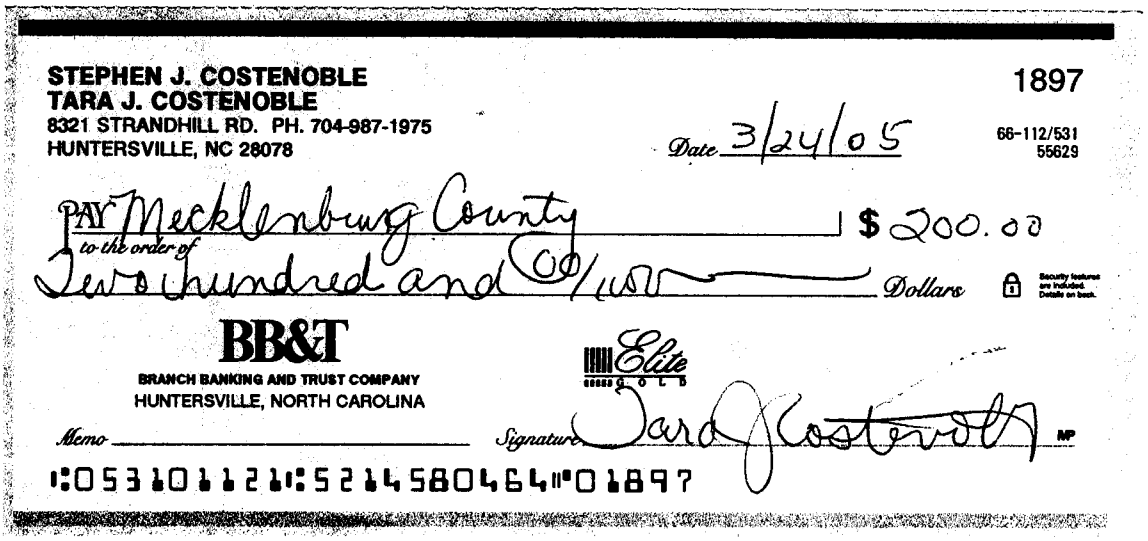
Receipt Information

Date:	03/24/05	**Amount:**	200.00
Receipt #:	33476	**Tendered:**	200.00
Check / Auth #:	CHECK 1896	**Returned:**	0.00
Received By:	POWELPT		

Account Information

Account #: 200000
Contractor: COSTENOBLE, STEPHEN J
Attn:
Address: 8321 STRANDHILL RD
Address:
City/State/Zip: HUNTERSVILLE, NC 28078

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 16000 SUNSET DR		1	200.00	200.00



STEPHEN J. COSTENOBLE
TARA J. COSTENOBLE
8321 STRANDHILL RD. PH. 704-987-1975
HUNTERSVILLE, NC 28078

1897

Date 3/24/05

66-112/531
55629

PAY to the order of Mecklenburg County $ 200.00

Two hundred and 00/100 Dollars

Security features are included. Details on back.

BB&T
BRANCH BANKING AND TRUST COMPANY
HUNTERSVILLE, NORTH CAROLINA

Elite GOLD

Memo _____ Signature Tara J Costenoble MP

⑆053101121⑆ 5214580464⑈01897

----------Outstanding Balances----------

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

OFFER TO PURCHASE AND CONTRACT

Lewis + Christine Vellia, as Buyer, hereby offers to purchase and Charles T Adams, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 11000 Sunset Dr. Zip 28078 Legal Description: LOT #23169-235 (☒ All ☐ A portion of the property in Deed Reference: Book 31681, Page No. 808, Mecklenburg County.) **NOTE:** Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

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

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: n/a

4. **PURCHASE PRICE:** The purchase price is $ ~~50,500.00~~ 52,500. LVCV and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by Allen Tate Realtors ("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) $ n/a, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than, n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ n/a, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ n/a, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~50,000~~ 52,000 LVCV, BALANCE of the purchase price in cash at Closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: n/a loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of 80% LTV (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 2 % of the loan amount. Buyer shall apply for said loan within 10 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 3/18/05 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer (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.

(a) 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: Seller to pay, if any

(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: Seller to pay, if any

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

8. **CLOSING EXPENSES:** 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 $ N/A, 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.

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 n/a. Seller shall provide written notice to Buyer of Seller's response within n/a 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 on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except n/a, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior

not always reveal other 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 contract may

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 N/A 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 $ N/a, 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 N/a. The cost of the appraisal shall be borne by Buyer.

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

☐ **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 $ N/a (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 N/a, 20 N/a *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 April 4, 2005, at a place designated by Buyer. The deed is to be made to Lewis & Christine Vella.

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.)

See attached additional provisions addendum. Buyer requests all debris be removed from the land

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. 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.

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.

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 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.

X Date: 2-17-05		Date: 2-22-05	
X Buyer [signature]	(SEAL)	Seller [signature]	(SEAL)
X Date: 2-17-05		Date:	
X Buyer Cristina Vellia	(SEAL)	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 2/17/05 Firm: Allen Tate

By: Britz Lieberman (Signature)

Selling Agent/Firm/Phone Britz Lieberman / ATC 9058270

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

Listing Agent/Firm/Phone _____

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

MECKLENBURG COUNTY LAND USE AND ENVIRONMENTAL SERVICES

MISCELLANEOUS FEES

Requestor: Stephen J. Costenoble	Phone # 704-987-1975	Date 3/24/05
Account Name:		Account # 200000

I certify that I am authorized to charge this account for this service.

Signature: Printed Name: Date:

		☐ 0112: Residential Variance Request ☐ 0113: Commercial Variance Request	☐ 0114: Campaign Bond	
0113		Zoning Citation(s) #		
		☐ 0117: Cert of Compliance ☐ 0118: Cert of Occupancy* (only if new)		
0121		Letters of Classification/Verification		
0124		Research & Retrieval of Documents		
0125		Temp Utilities/Occupancy*		
		☐ 0128: Mechanical ☐ 0129: Plumbing ☐ 0130: Electrical		
0141		3rd Party Inspection Services		
		☐ 0142: 4th Fee ☐ 0143: 5th Fee ☐ 0144: Sprinkler Plan Review ☐ 0145: Commercial Plan Review ☐ 0146: Fire Code Misc		
		☐ 0305: Hydrant Flow Test ☐ 0306: Fire Code Violation ☐ 0309: Misc Charges		
0425		City of Charlotte Fire Plan Review FFF Project #		
		☐ Other: Tree Preserv Fee ☐ Other: Fence Permit Fee ☐ Other: Annual Oil Fee		
001		Other: 16000 Lease Rd - Huntersville		200
		Other:		
		Other:		

Cash?	Check?	Charge?
Yes No	# 1896	Visa MC Amex

*Please list all permit numbers/addresses/project names, etc., that relate to your request. A request for temporary utilities (gas and electric) would require two permit numbers.

DIVISION

MECKLENBURG COUNTY
Health Department

April 13, 2005

Charles Adams
16031 Sunset Drive
Huntersville, NC 28078

Re: Application for improvement permit for
Property Site: 16000 Sunset Drive
Health Department file number: **5716B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **April 8, 2005** evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a three-bedroom residence, with a design wastewater flow of 360 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) Fill Material

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 **April 13, 2005.** 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,

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)

200.00 chk # 2950

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

FEE:
DATE: 9/15/04

SITE APPLICATION: NEW SYSTEM EXPANSION/ALTERATION OF EXISTING SYSTEM REPAIR OF EXISTING SYSTEM

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

FILE #:

PROPERTY INFORMATION (PROPERTY DESCRIBED ON THIS APPLICATION IS LOCATED):

TAX/PARCEL NUMBER: 001-023-59

STREET ADDRESS: 16000 Sunset Dr. Huntersville

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 4

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2300

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE: TBD

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

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

WATER SUPPLY (CHECK ONE):

- ___ COMMUNITY (C)
- ___ SHARED WELL (S)
- X MUNICIPAL (M)
- ___ OTHER "SPRINGS" (O)
- ___ PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: Cinker Ted —
(LAST) (FIRST) (MI)

ADDRESS: 10717 Westview Ave.

CITY: Meadville STATE: PA ZIP: 16335

DAYTIME PHONE: (814) 724 - 5206

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Ted Cinker DATE: 9/15/04

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

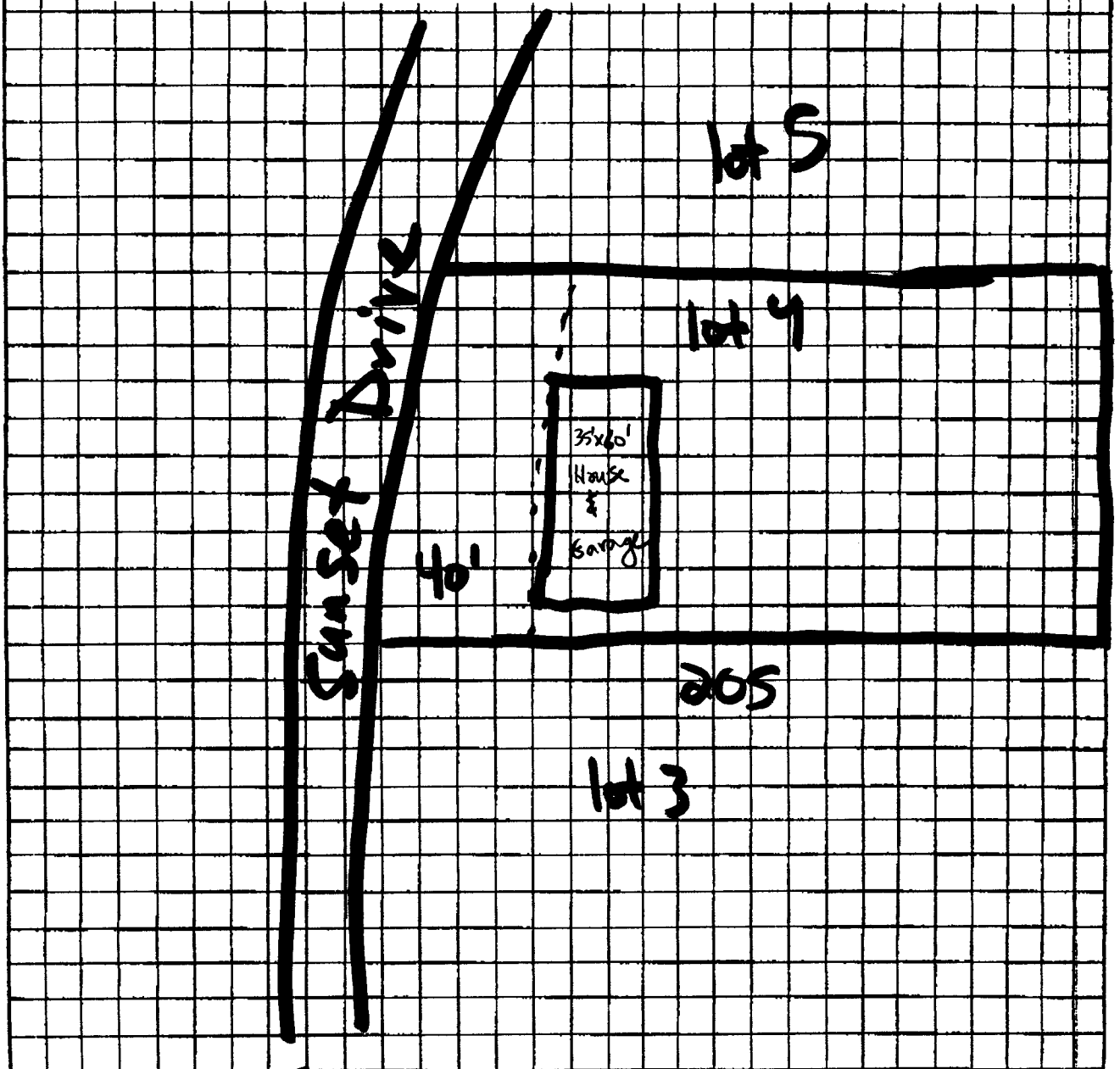
PROPOSED PLOT PLAN

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

FILE: 5716B

TC: 001-023-59

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



OWNER/AGENT SIGNATURE

DATE 9/15/04

APPROVAL DATE _____

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	09/21/04	**Amount:**	200.00
Receipt #:	28033	**Tendered:**	200.00
Check / Auth #:	CHECK 2950	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: CINKER DEVELOPMENT CORPORATI
Attn:
Address: 10717 WESTVIEW AVE.
Address:
City/State/Zip: MEADVILLE, PA 16335

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 16000 SUNSET DRIVE		1	200.00	200.00

----------Outstanding Balances----------

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

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 #: 5716B Permit #: _____ Tax Parcel #: 001-023-59

Property Owner: CARRY BUZZEE

Job Location Address: 16000 SUNSET DRIVE

City: Huntersville State: NC Zip Code: 28078

Installation Approval Issuance Date: 1/14/08

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 2/14/08, 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: 0.225 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: — gallons

Drainfield Design ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 533 feet

# of Lines: 8 @ 67 feet

Depth of Media: 12 inches (Type) 25% Red.

Distribution Device: D-Box

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 _____

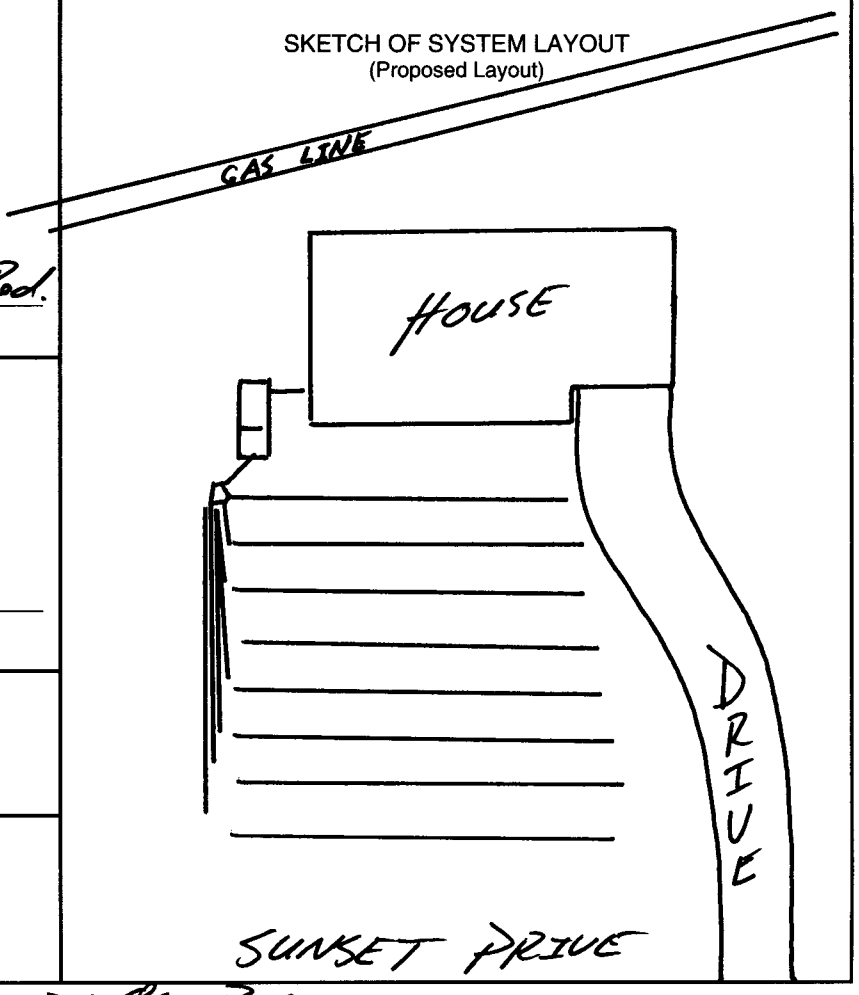
Minimum System Setbacks

Distance from Building Foundation: 75' feet

Distance from Property Line: 710' feet

Distance from Water Supply Source: 7100' feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: III g 25% Red.

DENR Authorized Agent: Jeremy Michalec, R.S. Signature: Jeremy Michalec, R.S.

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 #: 5716B Permit #: _____ Tax Parcel #: 001-023-59

Property Owner: LARRY BUZZEE

Job Location Address: 16000 SUNSET DRIVE

City: HUNTERSVILLE State: NC Zip Code: 28078

Operation Permit Issuance Date: 1/14/08 Contractor Name: A-1 BACKHOE

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: — gallons

Effluent Pump Model: —

Drainfield Installation ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 533 feet

# of Lines: 8 @ Varying feet

Depth of Media: 12 inches (Type) CHAMBER

Depth of Cover: 18 inches

Distribution Device: DROP CHAMBER

Inspection Dates

Tank(s) Inspected: 1-14-08

Excavation Inspected: 1-14-08

Pump & Controls Inspected: —

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 _____

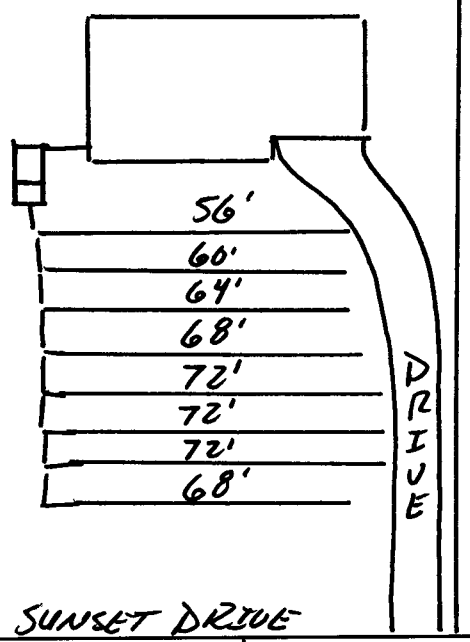
System Installation Setbacks

Distance from Building Foundation: 75' feet

Distance from Property Line: 710' feet

Distance from Water Supply Source: >100' 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: III 25% Red. 0.225 LTAR

DENR Authorized Agent: Jeremy Michelson R.S. Signature: Jeremy Michelson R.S.

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 #: 57163 Permit #: _____ Tax Parcel #: 001-023-59

Property Owner: LARRY BUZZEE

Job Location Address: 16000 SUNSET DRIVE

City: HUNTERSVILLE State: NC Zip Code: 28078

OPERATION PERMIT CONDITIONS:

I. Performance: System shall perform in accordance with 15A NCAC 18A .1961.

II. Monitoring: System shall be monitored as required by 15A NCAC 18A .1961.

III. Maintenance: Ground absorption sewage treatment and disposal systems shall be checked, and the contents of the septic tank removed, periodically from all compartments, to ensure proper operation of the system. The contents shall be pumped whenever the solids level is found to be more than 1/3 of the liquid depth in any compartment.

IV. Operation: System shall be operated in accordance with 15A NCAC 18A .1961.

System Classification: IIIg

*Operation Permits for Type V and VI systems expire five (5) years from the date of issuance (in accordance with Table V(a)). The system owner must contact GWS six (6) months prior to expiration for permit renewal.

Subsurface system operator required: Yes ☐ No ☒

☐ This type of system requires the system owner to maintain a contract with a certified operator to perform system inspection, maintenance, and reporting as required in 15A NCAC 18A .1961. and Table V(a). The system owner is responsible for all fees associated with these services.

☒ System does not require inspection by GWS on a routine frequency.

☐ System requires inspection by GWS once every five (5) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every three (3) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every twelve (12) months. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every six (6) months. The system owner is responsible for all fees associated with the inspection.

V. Other:

DENR Authorized Agent: Jeremy Mickelson, R.S. Date: 1/14/08

Signature: Jeremy Mickelson, R.S.