

8930 COLSON AV

13922401

1/9/2008

duponbj

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

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

Sheet: 1 of 2
Property ID: 139-224-01
Lot #: 54. 55
File #: 5828B
AppID: 1278
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Betty Fisher
Applicant: Lisa Bowman
Address: 7601 Rolling Hill Road, Charlotte, N. C. 28212
Date Evaluated: 8/28/06
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.15a
Location of Site: 8930 Colson Avenue
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] 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	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 6	0-6	GR/SICL	FR/SEXP/SS/SP	>28" TO SOIL WETNESS	28	N/A	NONE	US, IV .12GPD/FT^2
		6-28	SBK/SIC	FI/SEXP/S/P					
2	"	0-3	GR/SICL	FR/SEXP/SS/SP	>36" TO SOIL WETNESS	36	"	"	PS, IV .25GPD/FT^2
		3-24	SBK/SIC	FI/SEXP/S/P					
		24-36	SBK/SICL	FR/SEXP/SS/SP					
3	"	0-5	GR/SICL	"	>24" TO SOIL WETNESS	24	"	"	US, IV .12GPD/FT^2
		5-24	SBK/SIC	FI/SEXP/S/P					
4	"	0-6	GR/SICL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV .275GPD/FT^2
		6-32	SBK/SIC	FI/SEXP/S/P					
		32-48	SBK/SICL	FR/SEXP/SS/SP					
5	"	0-3	GR/SICL	"	>18" TO SOIL WETNESS	12	"	"	US, IV
		3-12	SBK/SIC	FI/SEXP/S/P					
		12-18	SAPROLITE						

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR	.12GPD/FT^2	

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 8/31/2006, W. R. Marlin
Others Present:

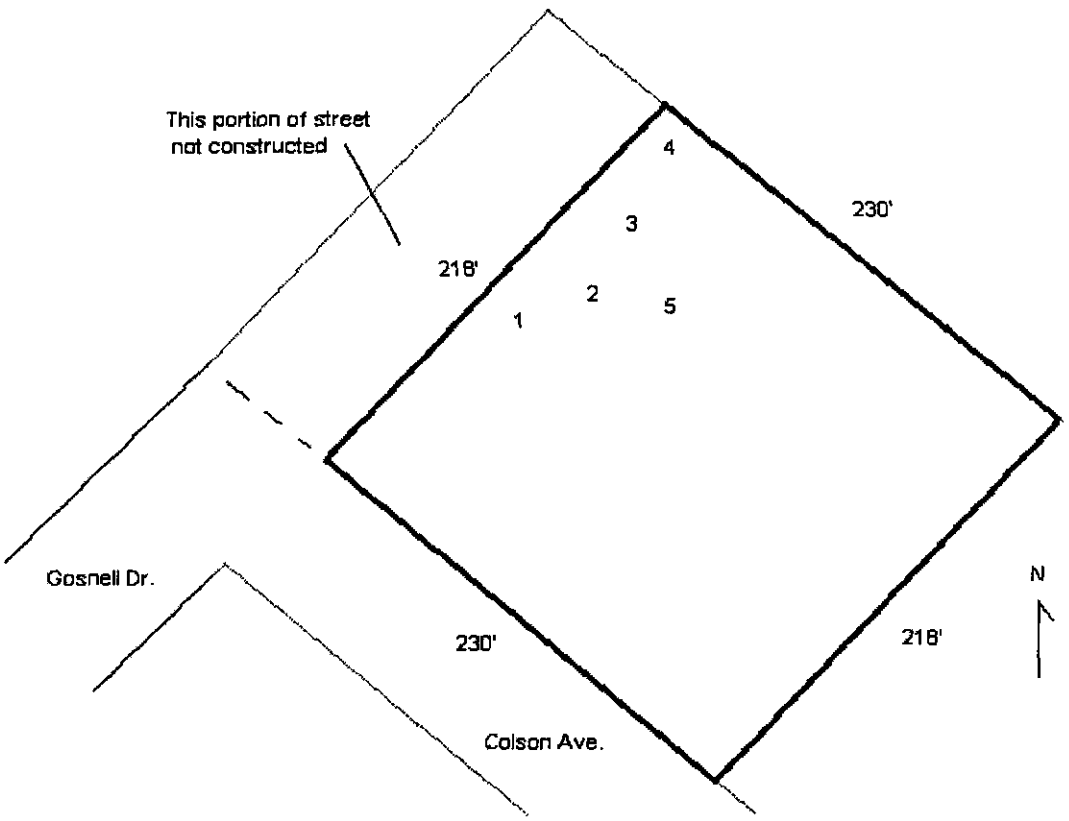
COMMENTS:

100% repair apparently not required, recommend that drainfield areas in any proposed system design submitted have additional soil investigation w/ pits due to soil variability

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				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

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

Sketch of Soil Evaluation Locations



MECKLENBURG COUNTY
Health Department

Febuary 5, 2005

Betty Fisher
7601 Rolling Hill Road
Charlotte, NC 28212

Re: Application for improvement permit for
Property Site: 8930 Colson Road
Health Department file number: **5828B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **Febuary 1, 2005** evaluated the above-referenced property at the site designated on the plat that accompanied your improvement permit application. According to your application the site is to serve a 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)

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 **Febuary 5, 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,

J. Andrew Walker, R.S.
Authorized Agent - DENR

Encl: (2)

#F 1278

SEPTIC FEE: 300.00 CASH
DATE: 8/15/06
CRT [ ] SC

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

GWS – RES. APP 07/05

WELL FEE: _____
DATE: _____
CRT [ ]

FILE # 5828B

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

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 13922401
STREET ADDRESS: 8930 Colsonave.
CITY: Mint Hill
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 54 + 55 ISA
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: 1600
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

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: Fisher Betty / Buyer Francisco Zarate
ADDRESS: 7601 Rolling Hill Rd
CITY:
STATE: ZIP: 28212
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Lisa Bowman Agent
ADDRESS: 4901 E. Hwy. 24/27
CITY: Midland
STATE: ZIP: 28107
HOME PHONE: 704-888-6324 WORK PHONE: 704-888-6335
MOBILE PHONE: 704-202-9423 FAX: 704-888-3805

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1h Ap 1970's
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? ASAP

*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.

Francisco Zarate 8/15/06
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

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

ACS

Sheet: 1 of 2
Property ID: 139-224-01
Lot #: 54 &55, B A
File #: 5828B
Code: 3

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Betty Fisher
Applicant: Roy R. Fisher
Address: 7601 Rolling Hill Road, Charlotte, N. C. 28212
Date Evaluated: 1/31/2005
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.14a
Location of Site: 8930 Colson 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, 8	0-3	GR/SICL	FR/SEXP/SS/SP	>17" TO SOIL WETNESS	17	N/A	NONE	US
		3-17	SBK/SICL	"					
2	"	0-2	GR/SICL	"	>25" TO SOIL WETNESS	25	"	"	"
		2-20	SBK/SIC	VFI/EXP/VS/VP					
		20-25	SBK/SICL	FR/SEXP/SS/SP					
3	"	0-3	GR/SICL	"	>16" TO SOIL WETNESS	16	"	"	US, IV
		3-16	SBK/C	FI/SEXP/S/P					
4	"	0-3	GR/SICL	FR/SEXP/SS/SP	>29" TO SOIL WETNESS	29	"	"	US
		3-29	SBK/SIC	VFI/EXP/VS/VP					

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

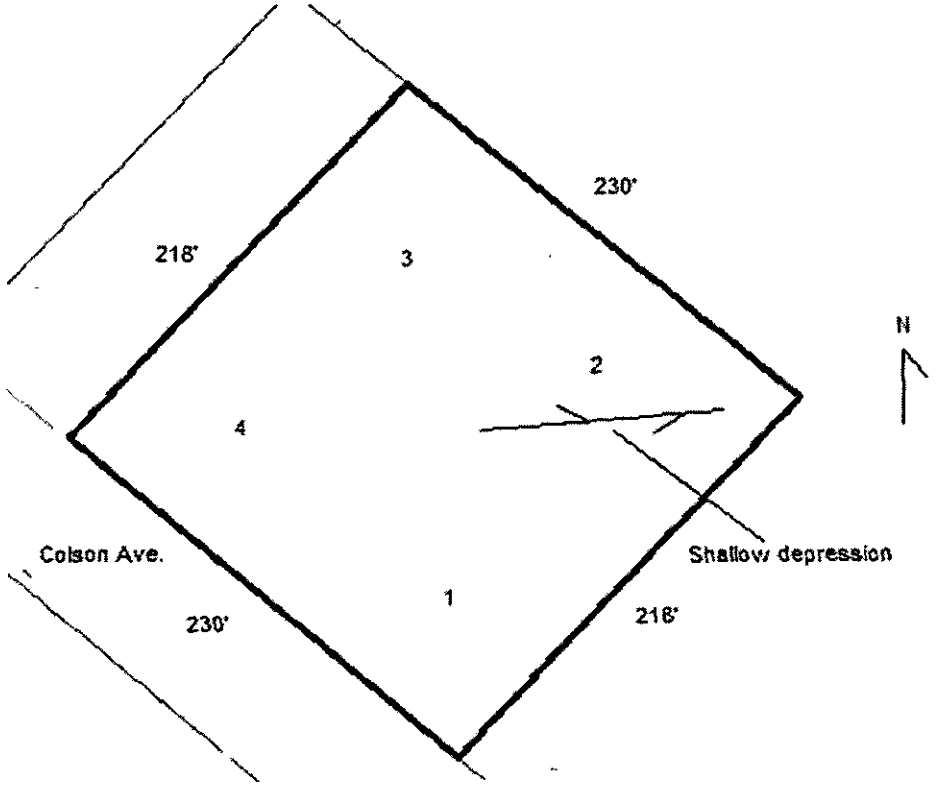
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 2/1/2005, W. R. Marlin
Others Present: D. Howell

COMMENTS:
100% repair apparently not required

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
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		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	
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	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



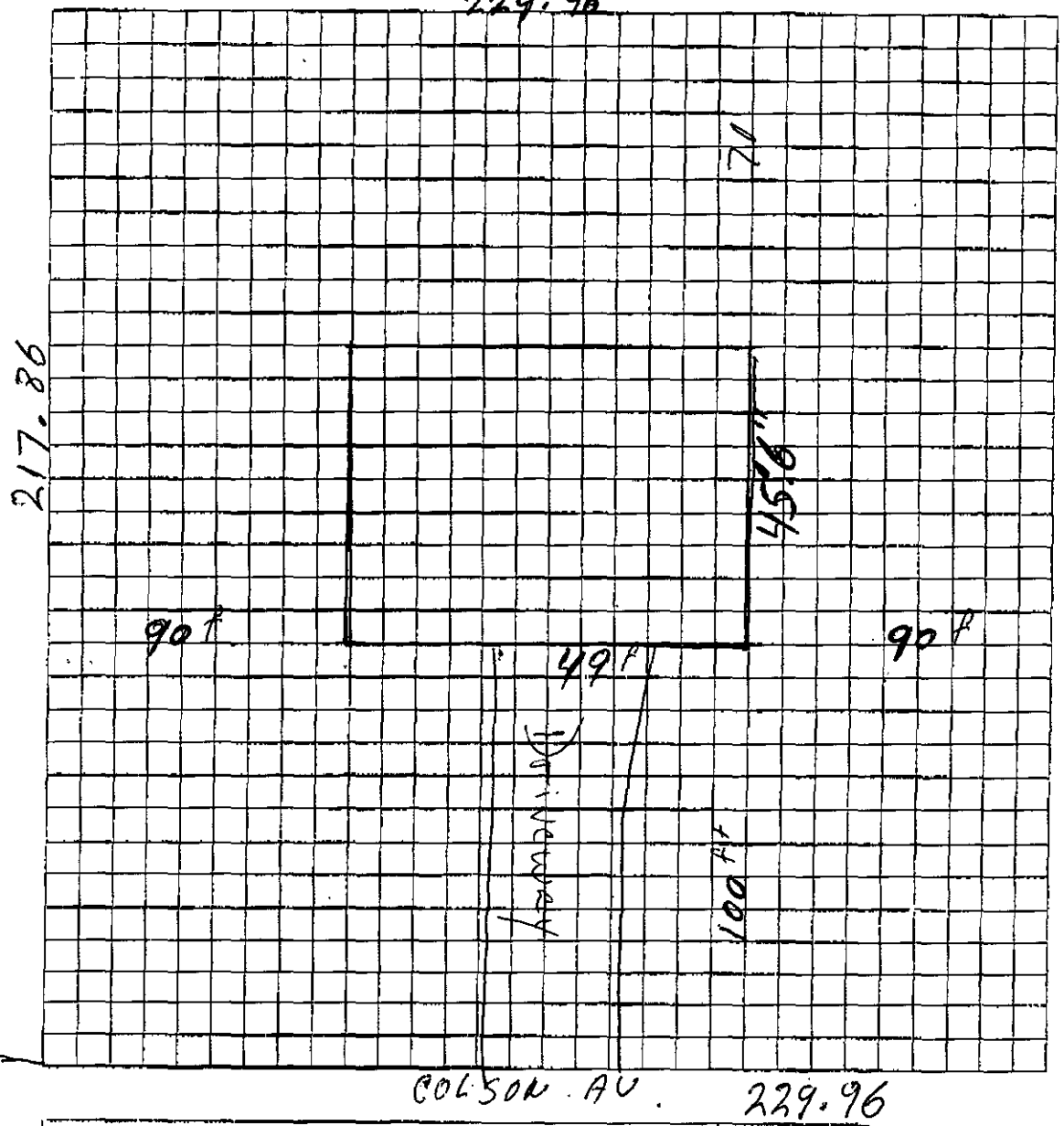
Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File # 5828B
Date

8930 Colson Ave.
Mint Hill NC 28227

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

Date

Gosnell

LBC 12/15/04

MECKLENBURG COUNTY

Land Use & Environmental Services Agency
Water & Land Resources
Groundwater & Wastewater Services

Fax Coversheet

****NOTICE****

The information contained in this fax may be privileged and/or confidential and is intended only for the use of the person to who it is addressed. If the reader of this message is not the intended recipient (or such recipient's employee or agent), you are hereby notified not to read, distribute, or copy the materials attached hereto without the prior written consent of the sender. If you have received this fax in error, please notify the sender by telephone call and return the original to us by mail and you will be reimbursed for the required postage. Thank you.

To: LISA BOWAN — Fax #: 704-888-3805

COUNTRY HOME TOE — Phone #: _____

From: DAVID CARNELIUS — Date: 7/26/06

MECK CO.

Number of pages transmitted: 3 (including coversheet)

Comments: WASTEWATER DESIGN CONSULTANTS

If you do not receive all pages of this fax please call (704) 336-5103.

☒ Original will not follow

☐ Original will follow via: ☐ U.S. Mail ☐ Hand Delivery ☐ _____

700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236
Office #: (704) 336-5103 • Fax #: (704) 336-6894

David, 888 3805 Gainsborough RE
Call Lisa Bowen
704-888-6335
Will it work for a
Conventional
System?

Wastewater System Design Consultants

Dewberry & Davis					Phone	Fax
Alan Veverka, PE	6135 Lakeview Rd.	Charlotte	NC	28269	(704) 509-9918	
Michael Athanas					Phone	Fax
Michael Athanas, LSS	1999 Candlewick Dr.	Fort Mill	SC	29715	(803) 802-4403	(803) 802-4402
Piedmont Design Associates, PA					Phone	Fax
	125 East Plaza Dr.	Mooresville	NC	28115	(704) 664-7888	(704) 664-1778
Rollans Soil & Environmental Services					Phone	Fax
Ashley Rollans, LSS	2120 Graham Rd.	Mount Ulla	NC	28125	(704) 278-0989	(704) 278-0989
S&ME, Inc.					Phone	Fax
Toney Jacobs, LSS	385 Timber Rd.	Mooresville	NC	28115	(704) 662-8625	(704) 662-8735
Shield Engineering, Inc.					Phone	Fax
	4301 Paggart Creek Rd.	Charlotte	NC	28208	(704) 394-6913	(704) 394-6968
Soil & Environmental Consultants, Inc.					Phone	Fax
	236 LePhillip Ct., Suite C	Concord	NC	28205	(704) 720-9405	(704) 720-9406
The Catena Group					Phone	Fax
Michael Wood, LSS	410 B Millstone Dr.	Hillsborough	NC	28278	(919) 732-1300	(919) 732-1303
Thompson Environmental Consulting					Phone	Fax
Larry Thompson, RS, PWS	*114 Orchard Ridge Rd.*	*Locust*	NC	28097	(704) 301-4881	(704) 888-1496
Tim Whittaker					Phone	Fax
Tim Whitaker	1112 Queensgate St.	Gastonia	NC	28054	(704) 866-9540	(704) 866-9540

COUNTRY HOME
REAL ESTATE

Lisa Bowman
4001 E HWY 24/27
MIDLAND, NC 28107
Office: 704/888-6335
Fax: 704/888-3805
Cell: 704/202-9423
Visit our website @ www.countryhomerealestate.com

TO: Meck County

FAX: 704-336-6894

PHONE: _____

DATE: _____ **NO. PAGES:** 5

RE: Francisco Zarate / Colson Ave

Here is copy of contract Call me if you have any questions

Lisa

Country Home Real Estate Serv.
4001 E Albemarle Rd
Midland, NC 28107
Phone: 704-888-6335, Fax: 704-888-3805

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. 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-T) with the New Construction Addendum (For, 2A3-T).

Francisco Javier Zarate
Soccorro Castillo
as Buyer, hereby offers to purchase and

Fisher
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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 8930 Colon Ave Zip 28227
Subdivision Name Dow
Plat Reference: Lot 54+55, Block or Section ____ as shown on Plat Book or Slide 03496 at Page(s) 031 (Property acquired by Seller in Deed Book 03496 at Page 031).
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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.

BJ 7/28/06

2. **PURCHASE PRICE:** The purchase price is $ ~~35,000~~ 30,000 FJZ SC 7/27/06 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: D/P to be deposited and held in escrow by Country Home Real Estate ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than 0. TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ 0, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).
(d) $ 0, 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.
(e) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
BJ 7/28/06 (f) $ ~~24,500~~ 29,500 BALANCE of the purchase price in cash at Closing.

3. **CONDITIONS:** (Strike N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☒ Conventional ☐ Other: BJ 7/28/06
loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of ~~25,000~~ 30,000 for a term of 30 year(s), at an initial interest rate not to exceed 8 % per annum, with mortgage loan discount FJZ SC.

points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 60 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 9/21/06 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 ("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: N/A

(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: N/A

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 $ 0 per yr.

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but 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 10/21/06, at a place designated by Buyer. The deed is to be made to _____.

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.

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

☒ **ALTERNATIVE I:**

(a) 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 8/21/06 that this condition cannot be satisfied, time being of the essence.

(h) Sewer System (check only ONE):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvements 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 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 8/21/06, 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 8/21/06 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.

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

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

☐ ALTERNATIVE 1: *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 set forth in paragraph 2(c) paid by buyer to Seller (not Escrow Agent) and other valuable consideration, the 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 _____, *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; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not 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.

12. 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 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.

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

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

15. 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.

16. 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.

17. **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.

18. **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.

19. **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.

BUYER [signature] DATE 7/21/06 (SEAL)

BUYER Socorro Castillo DATE 7/21/06 (SEAL)

SELLER Billy Fisher DATE 7/28/06 (SEAL)

SELLER _____ DATE _____ (SEAL)

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

Date 7/21/06 Firm: Country Home Real Estate

By: [signature] (Signature)

Selling Agent/Firm/Phone [signature] Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____ Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

2002 chk # 1039 1/27/05 8C

OWS – RES. APP 12/04

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 # 5828B

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 #: 13922401
STREET ADDRESS: 8930 Colson Ave.
CITY: Charlotte
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 54 & 55 BA
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:
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

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: Betty Fisher
ADDRESS 7661 Rolling Hill Road
CITY: Charlotte
STATE: N.C. ZIP: 28212
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Roy R. Fisher
ADDRESS: 1203 Torrence Circle
CITY: Davidson
STATE: NC ZIP: 28036
HOME PHONE: 704-665-9343 WORK PHONE:
MOBILE PHONE: 704-806-6589 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1973
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

"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.

Roy Fisher 1-26-05
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: 704-336-8894

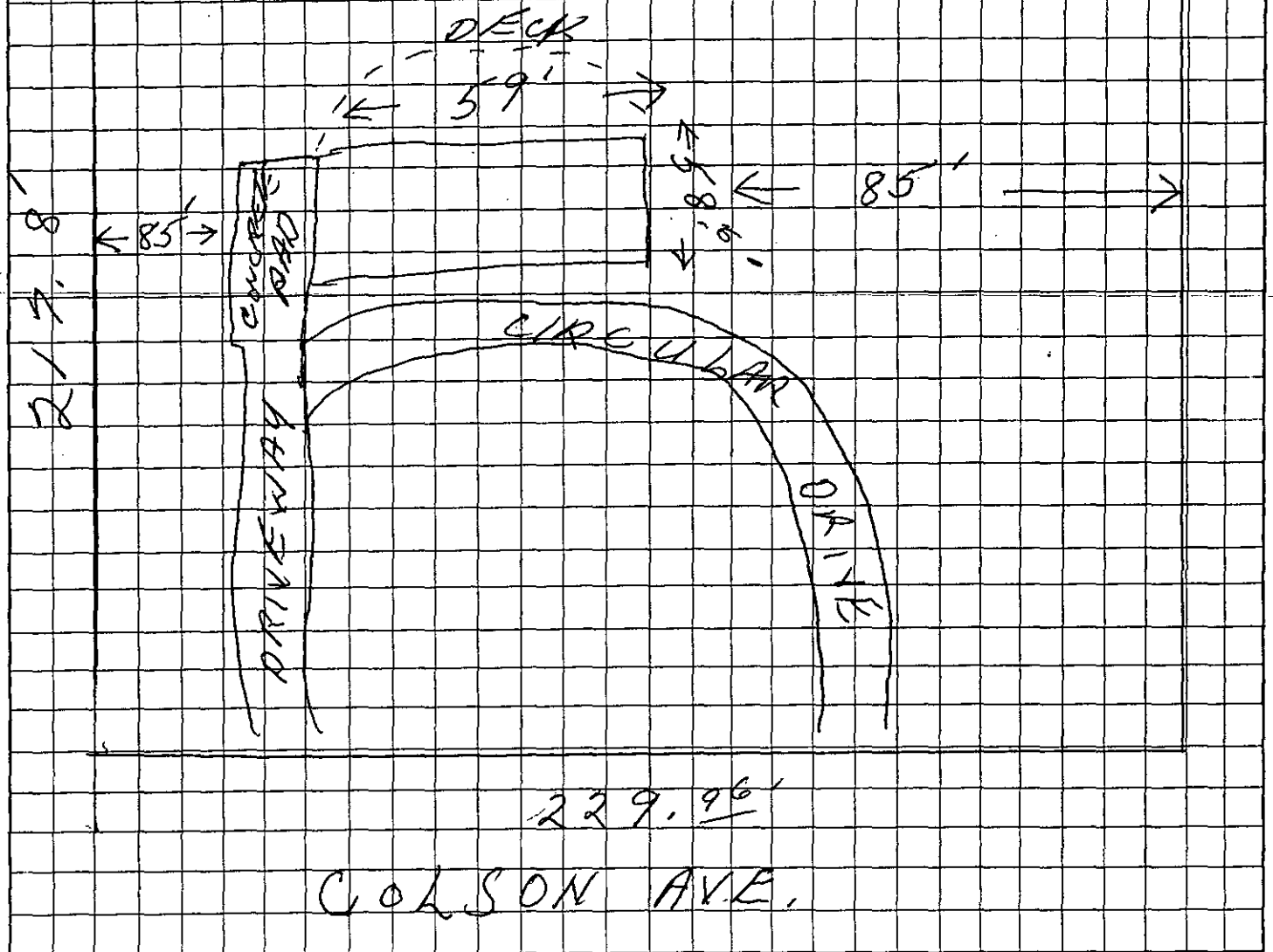
PROPOSED PLOT PLAN

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

FILE: 5828

TC: 139-224-01

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

APPROVAL DATE

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