

1/3/2008

duponbj

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

FEE: $35.00 Cash
DATE: 7/29/97 gc

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

Consultation meeting Tim Mannegan 8-12-97 Fees Rec'd 8-13-97 [ ] CRT

TYPE 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

COPY

Consultation

FILE #: 39/73

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 215-072-02 and 01

STREET ADDRESS: Matthews Indian Trail Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

CLOSING DATE August 97

TYPE OF BUILDING (CHECK ONE):

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

Acreas - 20 Acres Land

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

Note - We have this property under Contract and this inspection is part of our due diligence, we want to know the Soil Suitability for future buildout of Residential and possibly commercial buildings, Due Diligence ends Soon so ASAP would be greatly Appreciated.

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

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

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) ✓ MUNICIPAL (M) ✓ PRIVATE WELL (P) __ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES __ NO
EXISTING WASTEWATER SYSTEMS __ YES __ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES __ NO
} ?

WELL, SPRINGS OR WATERLINES __ YES __ NO ?
DESIGNATED WETLANDS __ YES __ NO ?

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Love Van (Sun Valley Investors) (LAST) (FIRST) (MI)	NAME: Kovnegan Timothy C (LAST) (FIRST) (MI)
ADDRESS: 2675 Charlotte Av N.	DAYTIME PHONE: (704) 846 - 3100
CITY: Monroe STATE: NC ZIP:	
DAYTIME PHONE: (704 - 283-4697	

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: Timothy C Kovnegan DATE: 7-29-97

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

72

27
2.006 AC.
58.7.06
(1)
23
4.28 AC.
886.86
(6)
24
4.08 AC
490.98
406.21
1025
3.96 AC
17
614.81
1364.69
1157.69
6.08 AC.(3)
20
1154.65
(4)
21
289.85
327.35
1847.2
1618
1123.16
771.53
3.69 AC
913.46
(2) 15' ESM'T
18
1218
338.86
400.12
403.13
4
1944.125
5
6.72 AC (CA) MECK. CO
5.00 AC (CA) UNION CO
11.72 AC (CA) TOTAL
1924.68
12.52 AC (CA) MECK CO
3.99 AC (CA) UNION CO
16.51 AC (CA) TOTAL
Fenceline
3
2
1896.70 Party Line
1410±
9
10
14.88 AC
4.15 AC
19.03 AC
MECK CO (CA)
UNION CO (CA)
TOTAL (CA)
8
2
4.15 AC (CA)
527.47±
146.4
427.45
155.33
65
220.99
515.97
COUNTY
MORNING
471.82
MATTHEWS
6.87 AC (CA)
73
197.35
9
8
1.33 AC
2.46
AC
552.54
552.24
3738
7
3.10 AC
305.43
280±
560±
119.8
1
4 AC MECK CO
5.76 AC UNION CO
9.76 ACCA) TOTAL
430.18
COUNTY
424±
350±
415.92
400±
260±
20' ESMT.
1490±
700±
MATTHEWS-INDIAN TRAIL RD
150±
29
1.10 AC
2.19±
200 E
2.19±
200 E
95.25
2
1.77 AC
2 (CA)
301
293.71
210±
160±
180±
1.35 ESMT.
MORNING
MATT.
Hwy 74
680±
534.33
300±
532.07
159.2
140±
4.8 ARS
190.7
1.17 AC CA
3
120±
60±
250±
T
1 1/2 mile
To Rather Rd.
To Charlotte
Sth-Ft
79.5 AC (CA)
22
TOWN
STAR
MECKLENBURG
UNION
1- 2-1 PW 26"
2- PW 26"
3- 2-1-6" PW
4- 16"
5- 26"
6- PW 9"
2-1
7- 2-1- PW
8- 2-1- PW
9- 14" 2-1
10- 22" PW
Book 215
File 3947B

FEE: #35.00 Cash
DATE: 7/29/97 gc

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

Consultation mail 8-13-97 Tim Hennegan present WAM-8-13-97 [ ] CRT

TYPE 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

Consultation

FILE #: 3947B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 215-072-02 and 01

STREET ADDRESS: Matthews Indian Trail Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

CLOSING DATE August 97

Note - We have this property under Contract and this inspection is part of our due diligence, we want to know the soil suitability for future build out of Residential

TYPE OF BUILDING (CHECK ONE):

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

Acreas - 20 Acres Land

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION: and possibly commercial buildings,

Due Diligence ends soon so ASAP would be greatly Appreciated

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES __ NO TYPE: _____

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) ✓ MUNICIPAL (M) PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES __ NO
EXISTING WASTEWATER SYSTEMS __ YES __ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES __ NO
} ?

WELL, SPRINGS OR WATERLINES __ YES __ NO ?
DESIGNATED WETLANDS __ YES __ NO ?

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Love Van (Sun Valley Investors) (LAST) (FIRST) (MI)	NAME: Kovnegan Timothy C (LAST) (FIRST) (MI)
ADDRESS: 2675 Charlotte Av N.	DAYTIME PHONE: (704) 846-3100
CITY: Monroe STATE: NC ZIP:	
DAYTIME PHONE: (704 - 283-4697	

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: Timothy C Kovnegan DATE: 7-29-97

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

27
2.006 AC.
587.06
(3)
23
4.28 AC.
886.86
(5)
24
4.08 AC
490.98
406.21
1025
3.96 AC
17
614.81
264.31
MECKLENBURG
UNION
509.9
227
146.4
427.45
155.33
65
220.99
515.97
527.47±
4.15 AC (CA)
COUNTY
MORNING
471.82
373.8±
552.24
424±
350±
415.99
198.83
400±
260±
20' ESMT.
1364.69
1157.69
6.08 AC.(3)
20
72
21
1154.65
289.85
372.35
1184.72
1191
1123.16
(2)15' ESM T
1218.7
771.53
3.69AC
913.46
18
203.25
6.72 AC (CA) MECK. CO
5.00 AC (CA) UNION CO
11.72 AC (CA) TOTAL
1924.68
12.52 AC(CA)MECK CO
3.99 AC(CA)UNION CO
16.51 AC(CA) TOTAL
1410±
1896.70
14.88 AC
4.15 AC
19.03 AC
MECK CO(CA)
UNION CO(CA)
TOTAL (CA)
2
1
2196
200
2196
200
MATTHEWS
MATTHEWS-INDI.
6.87 AC (CA)
5
73
8
1.33 AC
9
2.46
AC
7
3.10.82
305.43
552.59
119.8
280±
560±
50±
MECK CO
UNION CO
TOTAL
4.4 AC
5.76 AC
9.76 AC(CA)
1430.16
1.77 AC (CA)
2
1.17 AC CA
3
680±
300±
170±
60±
250±
140±
190±
4
1
3
MATT.
MORNING
1135 ESMT.
4
245
6
2474
2472
94
1235
403.13
4
3
1522
TARR
TOWN
79.5 AC (CA)
22
Book 215
File 3947B

OFFER TO PURCHASE AND CONTRACT

The **BEC PROPERTIES**, a North Carolina corporation, as Buyer, hereby offers to purchase and **SUN VALLEY INVESTORS**, a North Carolina general partnership, as Seller, upon acceptance of said offer agrees to sell and convey, all of the plot, piece or parcel of land described below, together with all improvements located thereon (hereinafter referred to as "the Property"), in accordance with and upon the following terms and conditions:

1) **REAL PROPERTY:** Located in the Counties of Mecklenburg and Union, State of North Carolina, being generally known as: Deed Book 884, at Pages 272 through 275 recorded in the Union County Registry and also at Deed Book 8646, at Pages 35 through 38 recorded in the Mecklenburg County Registry.

2) **PURCHASE PRICE:** The Purchase Price is **$19,500.00** per acre. Total Purchase Price will be $390,390 based upon the surveyed 20.02 acres more or less, and shall be paid as follows:

   a) **$17,000.00,** in **Initial Earnest Money** to be paid by Check promptly upon acceptance of this Contract by the Seller and delivery of a fully executed Contract to the Buyer, to be held in escrow in the non-interest bearing Trust Account of Seller's attorney, as Escrow Agent, until the sale is closed, at which time it will be credited to Buyer, or until this Contract is otherwise terminated and it is disbursed in accordance with the terms and provisions hereof; and
   b) The Balance of the Purchase Price is to be paid at Closing.

3) **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalks, road construction, road maintenance, road paving, water, sewer, power transmission, or other improvements on or adjoining the Property.

4) **OTHER PROVISIONS AND CONDITIONS:**

   a) The Property must be free and clear of all leases, restrictions, easements and rights of way of any kind or nature whatsoever, except for the following existing easements and rights of way: those directly associated with Matthews-Indian Trail Rd or the Connector Road; Slight building encroachment; Several "retail" electrical and phone lines, Notice of Roadway Corridor Map recorded in Book 6092- Page 620 at the Mecklenburg County Registry, and Duke Power Easement recorded in Book 127- Page 48 recorded at the Union County Registry.
   b) With the sole exception of zoning, there must be no governmental regulation that would prevent the reasonable use of the Property for general business, commercial, and residential uses.
   c) Buyer shall have sixty (60) day Inspection Period from the date of final execution hereof to determine the suitability of the Property for Buyer's purposes, including, but not limited to, conducting environmental assessments. If, at the expiration of said sixty (60) day Inspection Period, the Property is not suitable to Buyer for any reason whatsoever, the Buyer will notify Seller in writing and the Earnest Money shall be returned to Buyer and the Contract will be null and void.

13) COUNTERPARTS: This Offer shall become a binding Contract when signed by both Buyer and Seller. It is to be signed in three (3) counterparts with one(1) signed counterpart being retained by the Seller and two(2) signed counterparts being returned to Buyer and, thereafter, with Buyer delivering one (1) signed counterpart to the Escrow Agent.

Date of Offer: _____ Date of Acceptance: 8-1-97

BUYER:
BEC PROPERTIES

By: _____(SEAL)
Michael H. Clardy
Vice President

SELLER:
SUN VALLEY INVESTORS

By: _____(SEAL)

_____
General Partner

[CORPORATE SEAL]

I hereby acknowledge receipt of the Initial Earnest Money herein set forth and agree to hold and distribute the same in accordance with the terms hereof.

Firm: _____

By: _____

_____