

11127 JOHNSON-DAVIS RD

02302420

6/21/2007

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

#3 ACS

Sheet: _____
Property ID: 023-024-20
Lot #: _____
File #: 6766 A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Anthony M. Marez
APPLICANT: Dale E. Early
ADDRESS: 6903 Concord Highway, Monroe
DATE EVALUATED: 6-28-99
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949) not given
PROPERTY SIZE: 1.13
LOCATION OF SITE: 11121 Johnson Davis Road
PROPERTY RECORDED: _____
WATER SUPPLY: ☒Private ☐Public ☒Well ☐Spring ☐Other _____
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 2-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-9"	gr|cl	Fr|SEXP|SS|SP	>23" TO soil wetness	23"	N/A	None	US
		9-23"	SBK|C	VF:|Mixed|US|VP					
2	LS	0-10"	gr|cl	Fr|SEXP|SS|SP	>27" TO soil wetness	27"	N/A	None	US
		10-27"	SBK|C	VF:|Mixed|US|VP					
3	LS	0-6"	gr|scl	Fr|SEXP|SS|SP	>21" TO soil wetness	21"	N/A	None	US
		6-21"	SBK|C	VF:|Mixed|US|VP					
4	LS	0-5"	gr|scl	Fr|SEXP|SS|SP	>18" TO soil wetness	18"	N/A	None	US
		5-18"	SBK|C	VF:|Mixed|US|VP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Marlin, LSS 6-29-99
OTHER(S) PRESENT: _____

Make sure Dale Early gets a copy of ~~the~~ letter that is sent.

Dale Earl
3019-Q RiverChase Dr.
Mt. Holly, N.J.
26120

applicant

FILE # 6766A

COMMENTS

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE 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	
		O-ORGANIC	

CONSISTENCE MOIST	CONSISTENCE WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

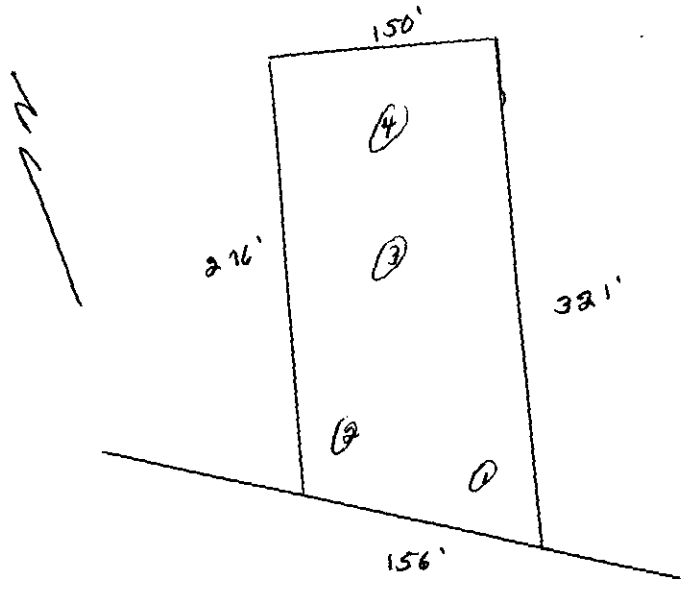
STRUCTURE

SG-SINGLE GRAIN
M-MASSIVE
CR-CRUMB
GR-GRANULAR
SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Johnson-Davis Rd

Mecklenburg County
Health Department

July 2, 1999

Anthony Murez
6903 Concord Hwy
Monroe, NC 28110

Re: 11127 Johnson Davis Road
File: 6766A
Parcel: 023-024-20

Dear Property Owners:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1941 **SOIL CHARACTERISTICS (MORPHOLOGY),** .1943 **SOIL DEPTH,** and .1945 **AVAILABLE SPACE.** For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d), which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating date if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall

Kelly Randall, R.S.
Individual Water and Wastewater Systems

Mecklenburg County
Health Department

Anthony Murez
6903 Concord Hwy
Monroe NC 28110

Re: 11127 Johnson Davis Rd
File: 6766-A
Parcel: 023-024-

Dear Property Owners:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1941. 1943, 1945

For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d), which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating date if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S.
Individual Water and Wastewater Systems

FEE: 100 ck CK
DATE: 7/15/99 gc

4612 APPLICATION FOR IMPROVEMENT PERMIT
FOR RESIDENTIAL SITE
INDIVIDUAL WATER AND WASTEWATER
SYSTEMS PROGRAM

[ ] CRT

TYPE APPLICATION: X 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

FILE #: 6766A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 02302420 CCT

STREET ADDRESS: 11127 Johnson Davis Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

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:

NAME: (LAST) MAREZ (FIRST) ANthony (MI) M

ADDRESS: 6903 Concord Hwy

CITY: Monroe STATE: NC ZIP 28110

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Early (FIRST) Dale (MI) E Copy

DAYTIME PHONE: (704) 948-0800

3019-A River Chase Drive

Mount Holly N.C. 28120

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: Elizabeth Early DATE:

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

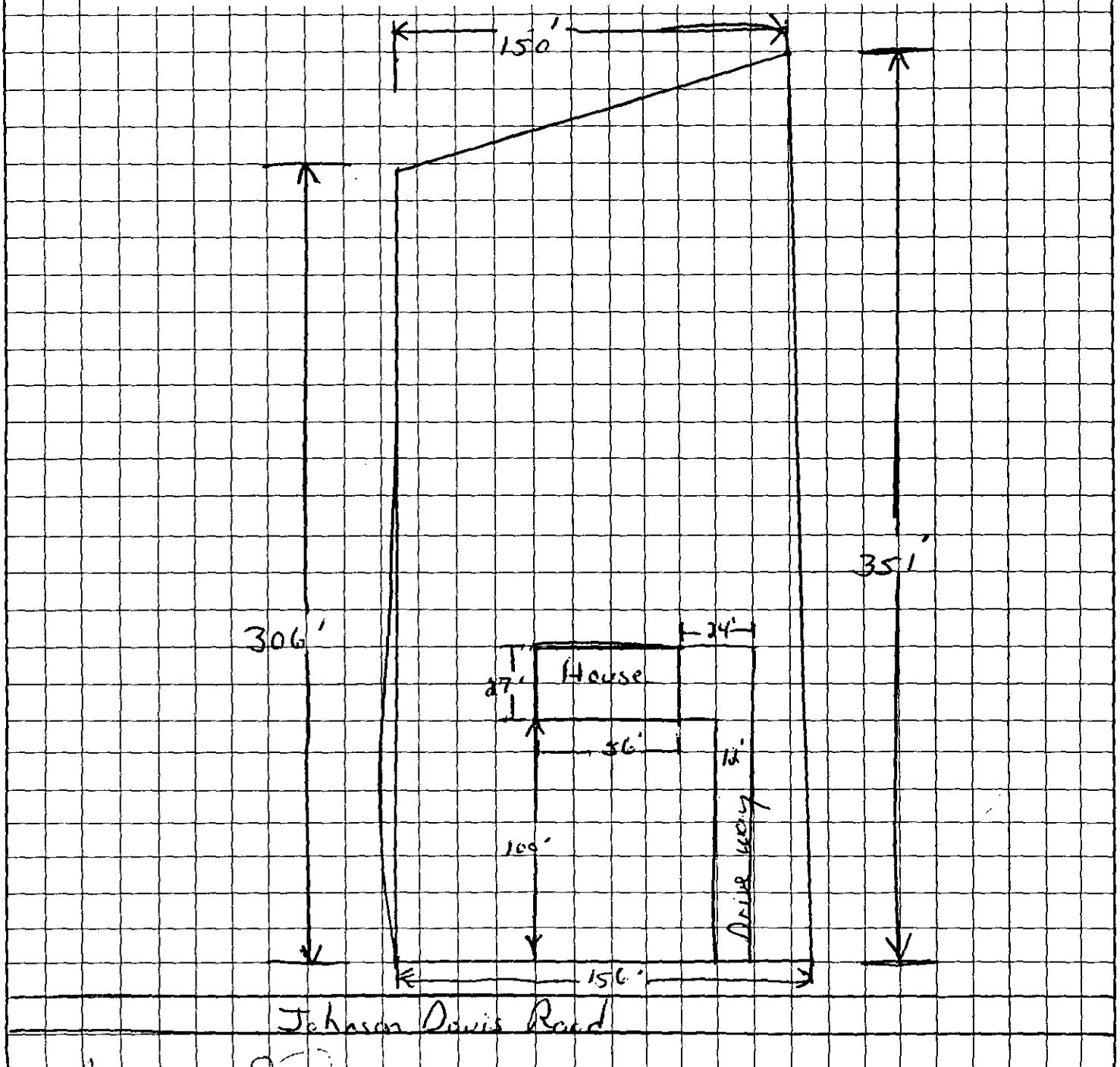
COPY

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

FILE: 6766A

TC: 023-024-20

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 6-15-99

APPROVAL DATE _____

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

FEE: 100.00 CK# 4612
DATE: 6/15/99 gc

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

[ ] CRT

TYPE APPLICATION: [X] 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 #: 6766A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 02302420~~00~~

STREET ADDRESS: 11127 Johnson Davis RD

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

- [ ] 0 MECKLENBURG
- [ ] 1 CHARLOTTE
- [ ] 2 DAVIDSON
- [ ] 3 CORNELIUS
- [ ] 4 PINEVILLE
- [ ] 5 MATTHEWS
- [X] 6 HUNTERSVILLE - Long Creek
- [ ] 7 MINT HILL

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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)
- [ ] MUNICIPAL (M)
- [X] 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 [X] NO	WELL, SPRINGS OR WATERLINES	[ ] YES [X] NO
EXISTING WASTEWATER SYSTEMS	[ ] YES [X] NO	DESIGNATED WETLANDS	[ ] YES [X] NO
EASTMENTS OR RIGHT-OF-WAYS	[ ] YES [X] NO		

PROPERTY OWNER:

NAME: MAREZ (LAST) ANthony (FIRST) M (MI)

ADDRESS: 6903 Concord Hwy

CITY: Monroe STATE: NC ZIP 28110

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Early (LAST) Dale (FIRST) E (MI)

DAYTIME PHONE: (704) 948-0800

3019-A River Chase Drive

Mount Holly NC. 28120

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: Elizabeth Early DATE:

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

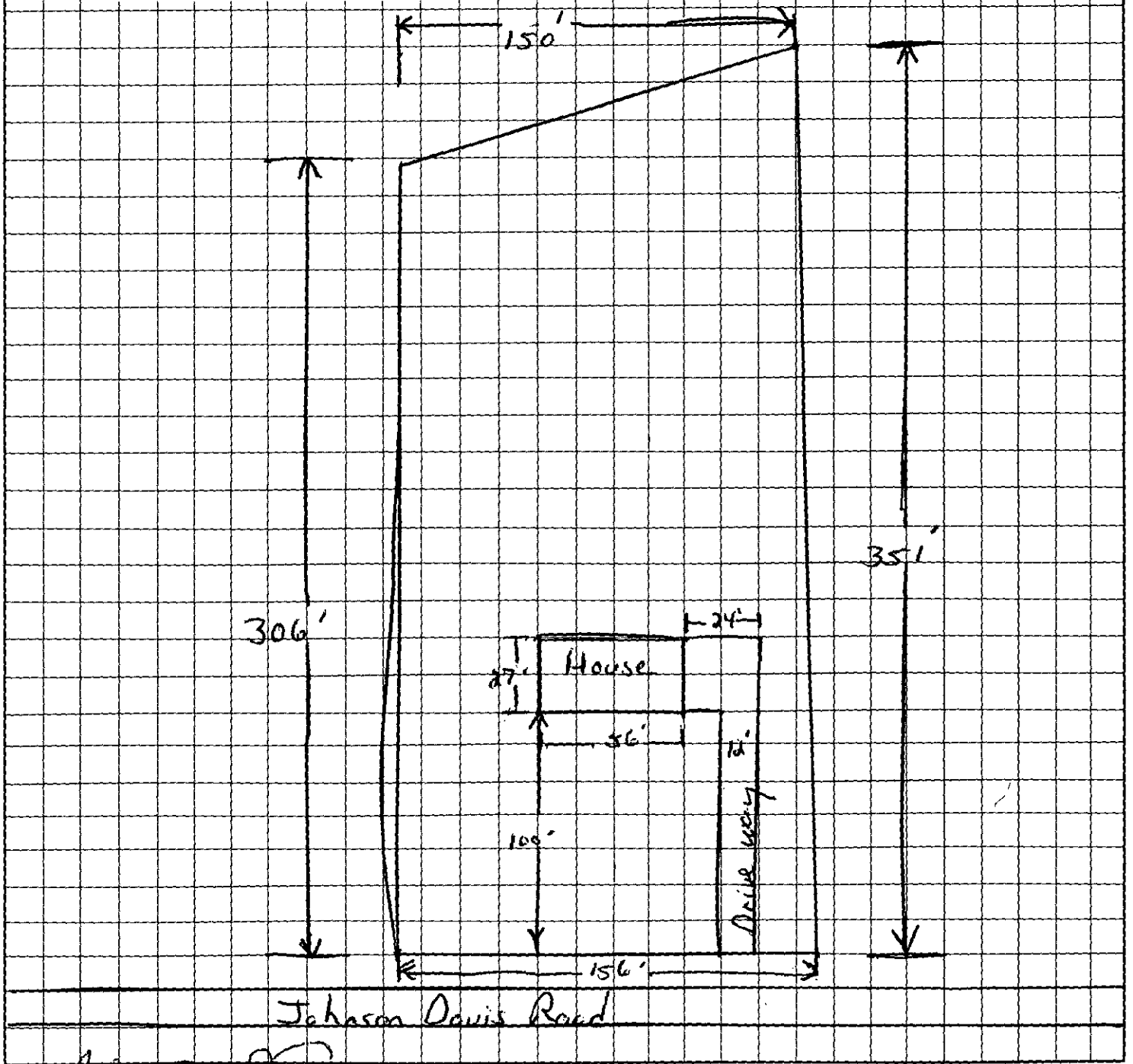
PROPOSED PLOT PLAN

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

FILE: 6766A

TC: 023-024-20

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 6-15-99

APPROVAL DATE _____

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

Mecklenburg County
Health Department

Application for
Inspection of Public Records

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

Name of person making request: DEBORAH J. HUNTER

Address: 300 REHOBETH RD, WAXHAW, NC 28173

Description of public record requested: Deed Book

Street Name (or County Road): TAX PARCEL # 023-024-20
11129 Johnson Davis Road

Lot: _____ Block: _____

Parcel Number: 023-024-20

Owner's Name: ANTHONY MAREZ

Reason for Request:
TO VIEW RECORD

Signature of Person Making Request: Deborah J. Hunter

Supervisory Person: _____

Date: 9/23/93 Time: 12:15 pm

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

Mecklenburg County
Health Department

May 29th, 1990

Anthony Marez
3135 Sikes Mill Road
MOnroe, NC 28110

RE: Property located at Johnson Davis road
FILE: 6766A
PARCEL: 02302420

Dear Sir:

At your request a soils investigation was conducted on the property designated above. Results of this investigation showed the site to be classified as UNSUITABLE under criteria as set forth in Section .1900 of the North Carolina Administrative Code, Title 10, Department of Human Resources, Chapter 10, Division of Health Services; Sanitary Engineering Section, Subchapter 10A, Sanitation. A copy of the Site Evaluation Report (Serial Number 17916) is enclosed.

The soil on this property is not suitable for use with any conventional, modified or alternative system of which I am aware. If you wish to exercise your right of appeal concerning the interpretation and enforcement of these rules you may do so in accordance with G.S. 150B and 10 NCAC 1B.

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

Very truly yours,

Gene Vaughan, R.S., Supervisor
On Premises Waste Disposal & Water Supply

Enclosure

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 17916

File: ~~67330~~ 6766A Action 3

Parcel: 023-024-20 ☐ PC

Location:

Subdivision:

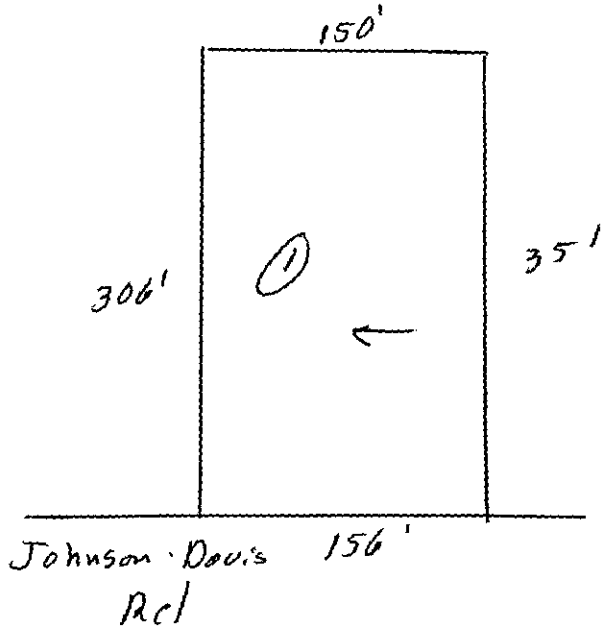
Lot: Block: Acres: Approx 1.0

Owner:
Address:

Comments: _____

Described by: William R. Marlin

Date: 5-23-90



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

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

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 2-8%	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS (U) 2-Clay	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S (PS) U Block	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S (PS) U 736" To Water	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS (U) 2426"	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U 736"	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S (PS) U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	Mecklenburg-Lilac Expansive clay					
Area Classification	S PS (U)	S PS U	S PS U	S PS U	S PS U	S PS U

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 17916

File: [illegible] Action [illegible]

Parcel: [illegible] ☐ PC

Location:

Subdivision:

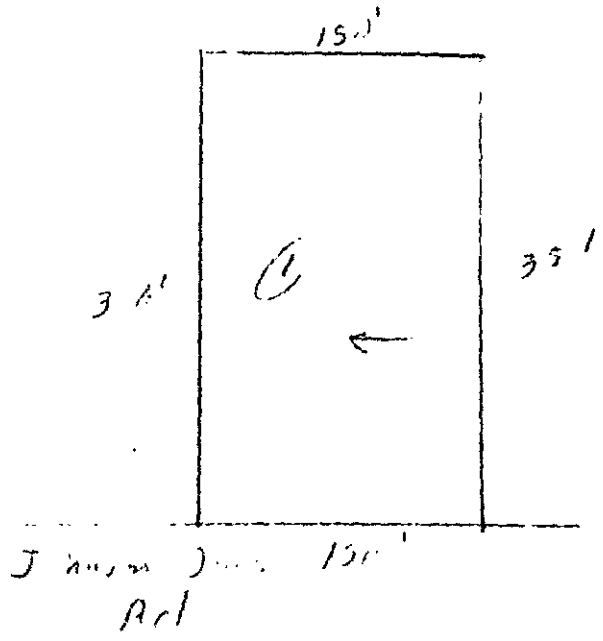
Lot: Block: Acres:

Owner:
Address:

Comments:

Described by:

Date:



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

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

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series						
Area Classification	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

RECEIVED
MECKLENBURG COUNTY
HEALTH DEPT.
MAY 15 1990
ENVIRONMENTAL HEALTH
DIVISION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 07766A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: 1.13 ACRES Johnson Davis Rd. Huntersville, NC 28078

② SUBDIVISION: _____ ③ LOT: _____ ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: 23 PAGE NO.: 024 PARCEL NO.: 20

⑥ DEED REFERENCE: BOOK NO.: 5233 PAGE NO.: 042

OWNER

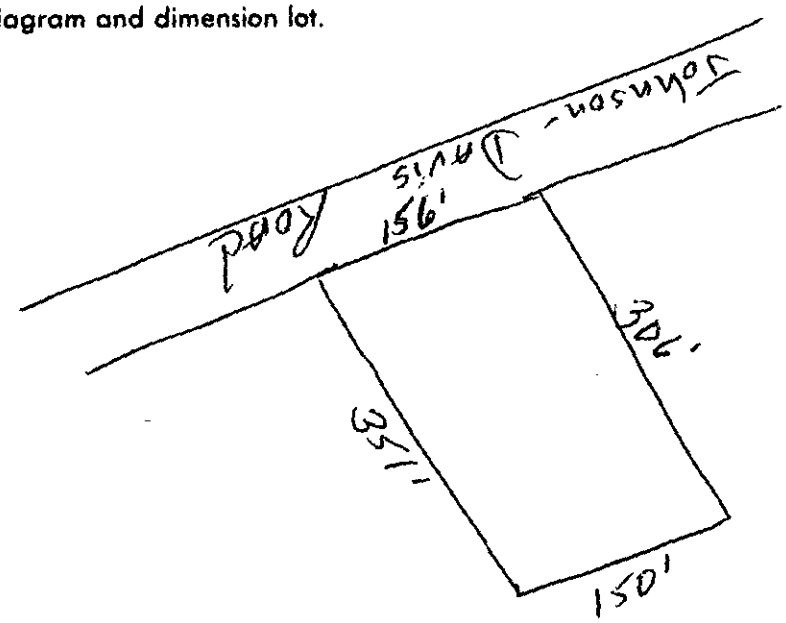
⑦ NAME: Anthony + Lori Marez
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 3135 Sikes Mill Rd.

⑨ CITY: Monroe ⑩ STATE: NC ⑪ ZIP: 28110

⑫ PHONE: (WORK) 875-0100 (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, owner of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: Lori L. Marez

Date: 5/14/90

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

MECKLENBURG COUNTY HEALTH DEPARTMENT
– ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

Date: 5/16/90

Name/Company: Jerry Reese

Sanitation _____

Vector Control _____

O.P.W.D. ✓

Service: Soil
1 1/2 acres
67666A

ENVIRONMENTAL HEALTH DIVISION
PAID

MAY 17 1990

Ck # 3816

Fee: $ 60.00 60.00

NOTICE:

A processing fee of $15.00 will be charged for all returned checks in accordance with N.C. General Statute 25-3-512.

Completed by

Collected by

[illegible] CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIP AND COMPENSATION AGREEMENT

If selling agent is acting as a Dual Agent, do not use this form. This document accompanies the Offer to Purchase and Contract submitted by the Buyer Agent. It confirms to the Listing Agent and/or Seller the agency relationship between the Selling Agent and the Buyer in this transaction. This document is presented to the Seller prior to any review of the Offer to Purchase and Contract.

THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF THE OFFER TO PURCHASE AND CONTRACT. IT IS A CONTRACT BETWEEN THE LISTING AGENT AND/OR SELLER AND THE BUYER AGENT AND SHALL NOT BE CONSTRUED TO AFFECT OR MODIFY ANY LISTING AGREEMENT ENTERED INTO BETWEEN THE LISTING AGENT AND [illegible].

Regarding the attached Offer to Purchase and Contract dated 5/2, 19 99, between Dale E. and Clara E. Eudy (Buyer), and Bethany E. Nunez (Seller), for 1136 Salmon Davis Road (Property)

The following agency relationship is hereby confirmed for the above transaction:

[illegible] SELLING AGENT IS ACTING SOLELY AS THE AGENT OF THE BUYER, and in this capacity
(a) [illegible] not acted as the agent or subagent of the Seller or the Listing Agent;
(b) [illegible] fiduciary duties only to the Buyer in this transaction; and
(c) has NOT acted as a dual agent for Seller and Buyer.

If subject property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent hereby expressly rejects any implied or express offer by Seller or Listing Agent of any agency or subagency relationship.

FEE ARRANGEMENT: Seller authorizes Listing Agent to share its fee with Buyer Agent. Payment of said fee to Buyer Agent shall not create any agency or subagency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent shall not receive any undisclosed real estate brokerage fee in this transaction. Buyer Agent is to be paid by Listing Agent under Seller's [illegible] as follows:

5% of gross sales price

OTHER FEE DISCLOSURES:

Buyer [signature] Date 5/2/99 Buyer [signature] Date 5/2/99

Buyer Agent (Firm) Scott Simons Props

By [signature] Date 5/2/99

The Listing Agent and/or Seller(s) whose signatures appear below hereby acknowledge that Seller has read and agreed to the terms of this Confirmation of Real Estate Agency Relationship and Compensation Agreement before reviewing any written Offer to Purchase and Contract from Buyer.

Seller [signature] Date Seller [signature] Date

Listing Agent (Firm) [illegible]

By [signature] Date [illegible]

ADDITIONAL PROVISIONS ADDENDUM

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

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ AM PM on _____, or until withdrawal by the Buyer, whichever occurs first.

2. N/A **INTEREST BEARING TRUST ACCOUNT:** Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining said account and records attached therewith.

3. X **SEPTIC TANK:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 3 bedroom house or 3 Bedroom 2.5 Bath Home. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for Construction of home. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

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

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. X **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: 404 King Cobra Circle Fayetteville NC 28306 on or before June 30 1999. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of June 10 1999, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. NA **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. NA **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (a) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $ _____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

Buyer: [redacted] (SEAL) Date 5/2/99

Buyer: [redacted] (SEAL) Date 5/2/99

Seller: _____ (SEAL) Date _____

Seller: _____ (SEAL) Date _____

This standard form has been approved by the NORTH CAROLINA BAR ASSOCIATION, INC. and the NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. Standard Form No. 2A

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the 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 upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LAND

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) *Property Inspection:* *Unless otherwise stated herein,* or as otherwise provided on an inspection addendum attached hereto, 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. Inspections must be completed on or before _____. 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.

(c) 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 there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest money shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access 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.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before June 18, 1999, at a place designated by Buyer. The deed is to be made to Dale E. And Ciara F. Early

15. 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.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

16a. See Additional provisions Addendum Attached.

16b. Seller to provide copy of Watershed And/or any other restrictions for buyer's Acceptance/Approval.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal if signed in 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 signature below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT 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 acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Buyer _____ (SEAL) Seller _____ (SEAL)

SS/Tax ID# 234-04-3339 SS/Tax ID# _____

Buyer _____ (SEAL) Seller _____ (SEAL)

SS/Tax ID# _____ SS/Tax ID# _____

Date: 5/7/99 Date: _____

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm: Scott Farmer Reps INC

By: _____

Selling Agent/Firm/Phone: Scott Farmer / Scott Farmer Reps INC

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

Listing Agent/Firm/Phone: _____

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

OFFER TO PURCHASE AND CONTRACT

Dale E. and Clara E. Early

hereby offers to purchase and _____ is Buyer,

Raymond G. Wells

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. is Seller,

1. REAL PROPERTY: Located in the City of Mecklenburg, County of _____, State of North Carolina, being known as and more particularly described as: Street Address 11236 Johnson Davis Road Zip 28078
Legal Description: _____
(☑ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, Mecklenburg County.)
NOTE: Prior to signing the 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 and shades including window 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 items installed or affixed to the Property. EXCEPT the following items:

_____

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: _____

_____

4. PURCHASE PRICE: The purchase price is $ 22500.00 and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Scott Farmer Phipps Inc. as 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) $ 0 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____
(c) $ 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.
(d) $ 0 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 21500.00 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) The Buyer must be able to obtain a loan commitment on or before May 30 1999, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☑ Conventional ☐ Other Construction Permanent loan at a ☑ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 120,000 for a term of 30 year(s), at an interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real 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, 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 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 governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

_____
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
NONE

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 $ NA per NA.

8. CLOSING EXPENSES: 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. 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.

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 acceptance of this offer, 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.

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 liens or claims arising therefrom.

June 16, 1999

To: Mr. William R. Marlin, C.P.S.S.

From: Dale Early

Subject: Offer to Purchase Contract per Soil Test of Property

Mr. Marlin:

This is the copy of the Offer to Purchase contract that I have made on the property at 11236 Johnson David Road. The clerk said that you must have a copy before you can perform the soil test.

Thank you.

Dale E. Early