

10741 MONTECARLO DR

01518615

12/31/2007

duponbj

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 04/17/09
Receipt #: 62426
Check / Auth #: CASH
Received By: MULLIVR

Amount: 250.00
Tendered: 250.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: Walker Lewis G
Attn:
Address: PO Box 651
Address:
City/State/Zip: Cornelius, nc 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen pn 01518615/10741 Montecarlo Dr		1	250.00	250.00

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

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
	10.00				

2603B

MECKLENBURG COUNTY
GROUNDWATER & WASTEWATER SERVICES

APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT/ CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

1. SEPTIC / TYPE APPLICATION: ☐ N/A ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. WELL / TYPE APPLICATION: ☐ N/A ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 01518615
STREET ADDRESS: 10741 Montecarlo Dr
CITY: Huntersville
STATE: NC ZIP:
SUBDIVISION NAME:
LOT #: 18-19-20 LOT SIZE (acres):
TOWNSHIP: H
☐ 0-MECKLENBURG ☐ 3-CORNELIUS ☒ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☒ HOUSE ☐ OTHER _____
HEATED SQUARE FOOTAGE: 1,440
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SEPTIC SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. WATER SUPPLY: ☐ MUNICIPAL ☒ PRIVATE WELL ☐ PUBLIC WELL ☐ SHARED WELL ☐ OTHER _____

7. PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☒ POTABLE (DRINKING WATER) ☐ OTHER _____

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED)*:

☐ N/A ☐ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. RANK: ____ ____ ____ ____ ____

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES ☒ NO		GRADING/SOIL REMOVAL PERFORMED ?	☐ YES ☐ NO	
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES ☒ NO		JURISDICTIONAL WETLANDS	☐ YES ☒ NO	
WELLS, SPRINGS, OR WATER LINES	☐ YES ☒ NO		APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES ☒ NO	
EASEMENTS OR RIGHT-OF-WAYS ?	☐ YES ☐ NO		WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES ☒ NO	
CHEMICAL/PETROLEUM STORAGE TANKS	☐ YES ☒ NO		KNOWN UNDERGROUND CONTAMINATION	☐ YES ☒ NO	
WASTE STORAGE	☐ YES ☒ NO		GROUNDWATER USE RESTRICTIONS/VARIANCES	☐ YES ☒ NO	

10. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____ ☒ UNKNOWN

11. WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 4-30-09 ☐ N/A

12. PROPERTY OWNER:
NAME: Mack & Janey Ferguson
ADDRESS: 10741 Monte Carlo Dr
CITY: Huntersville,
STATE: NC ZIP:
HOME PHONE:
WORK PHONE:
MOBILE PHONE:
FAX:

13. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME: Lewis & Julia Walker
ADDRESS: 19633 Feriba PL.
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: 704-439-4478
WORK PHONE: [redacted]
MOBILE PHONE: 704-779-4655
FAX:

MECKLENBURG COUNTY – GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST. SUITE 211 CHARLOTTE, NC 28202, OFFICE: 704-336-5103, FAX: 704-336-6984

Revised on. 7/1/08

14. SEPTIC SYSTEM PERMIT APPLICATION:

If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for either sixty (60) months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

L.W. (Initial here for septic system applications)

15. WELL PERMIT APPLICATION:

If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of twelve (12) months from the date of issuance.

_____ (Initial here for well applications)

16. APPLICATION SIGNATURE SECTION:

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. A proper signature is required in order to process your application. Please review the application carefully and sign in the space provided below.

Lewis G. Walker
Property Owner's or Owner's Legal Representative Signature

4/17/09
Date

OFFICE USE ONLY

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☒ UN-SCALED SITE PLAN SUBMITTED

SEPTIC APPLICATION FEES RECEIVED: $ 250 DATE FEE RECEIVED: 4/17/09

WELL APPLICATION FEES RECEIVED: $ _____ DATE FEE RECEIVED: _____

APPLICATION PROCESSED BY: T. Thompson

GWS FILE NUMBER ASSIGNED: 2603B

APPLICATION ID NUMBER ASSIGNED: 4158

COMMENTS:

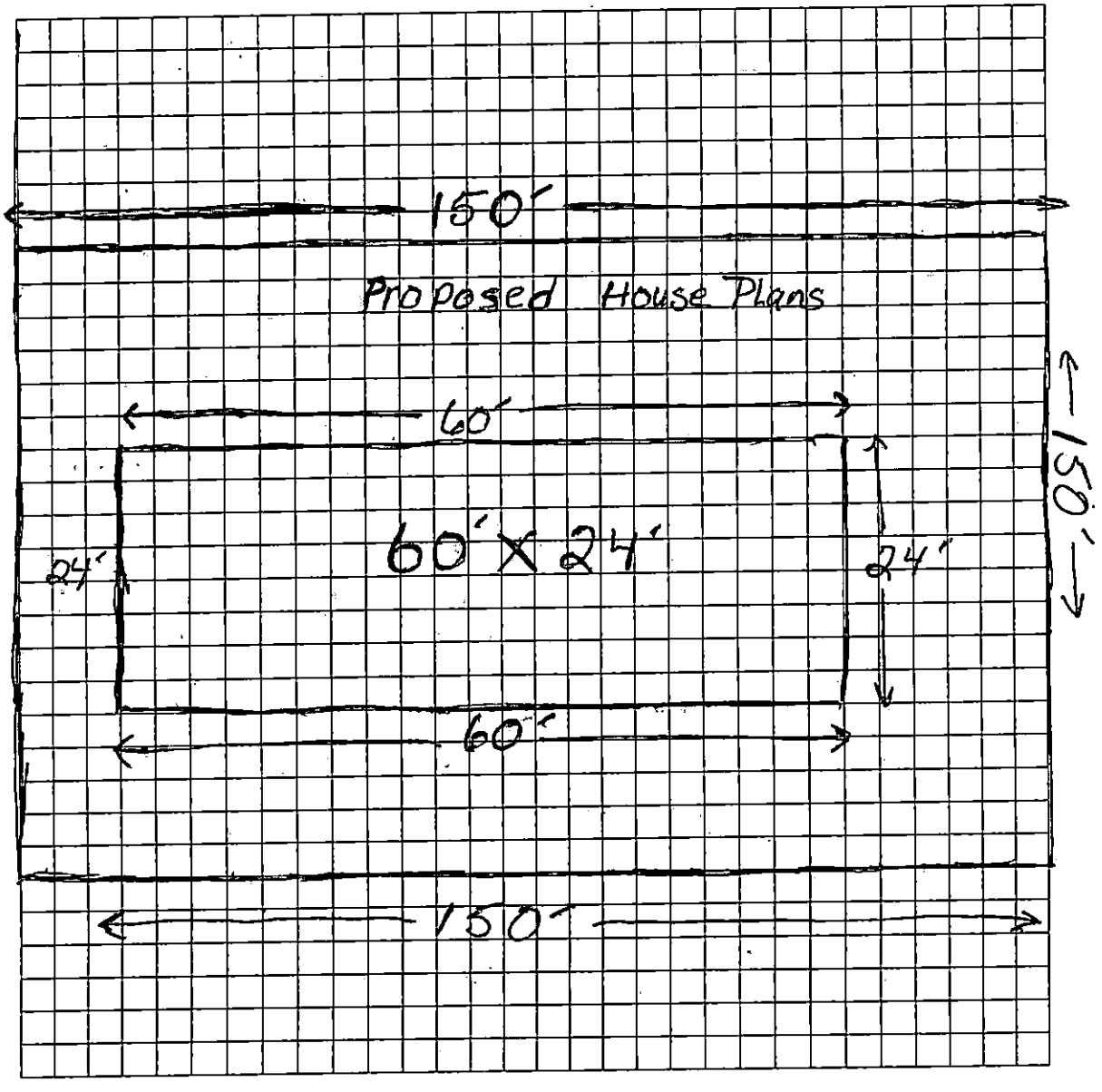
MECKLENBURG COUNTY – GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST. SUITE 211 CHARLOTTE, NC 28202, OFFICE: 704-336-5103, FAX: 704-336-6984

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

File #_____
Date_____

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	Lewis G. Walker
Date	4-17-09

LBC 12/15/04

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

Page 1
Property ID: 1518615
Lot #: 2
File #: 2603B
AppID: 2993

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Lewis & Julia Walker
Applicant: Lewis & Jul
Address: 10741 Monte Carlo Drive
Date Evaluated: 4/22/09
Proposed Facility: residence
Design Flow (.1949): 360 GPD
Property Size: 1
Location of Site: 10741 Monte Carlo Drive
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	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS	0-7	GR/CL	FR/SS/SP/SEXP	>21 TO SOIL WETNESS	21	NA	NONE	US
	5%	7-21	ABK/SBK/C	VFI/MIXED/VS/VP					
2	LS	0-4	GR/CL	FR/SS/SP/SEXP	>22" TO SOIL WETNESS	22	NA	NONE	US
	5%	4-22	ABK/SBK/C	VFI/MIXED/VS/VP					
3	LS	0-3	GR/CL	FR/SS/SP/SEXP	>20" TO SOIL WETNESS	20	NA	NONE	US
	5%	3-20	ABK/SBK/C	VFI/MIXED/VS/VP					

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

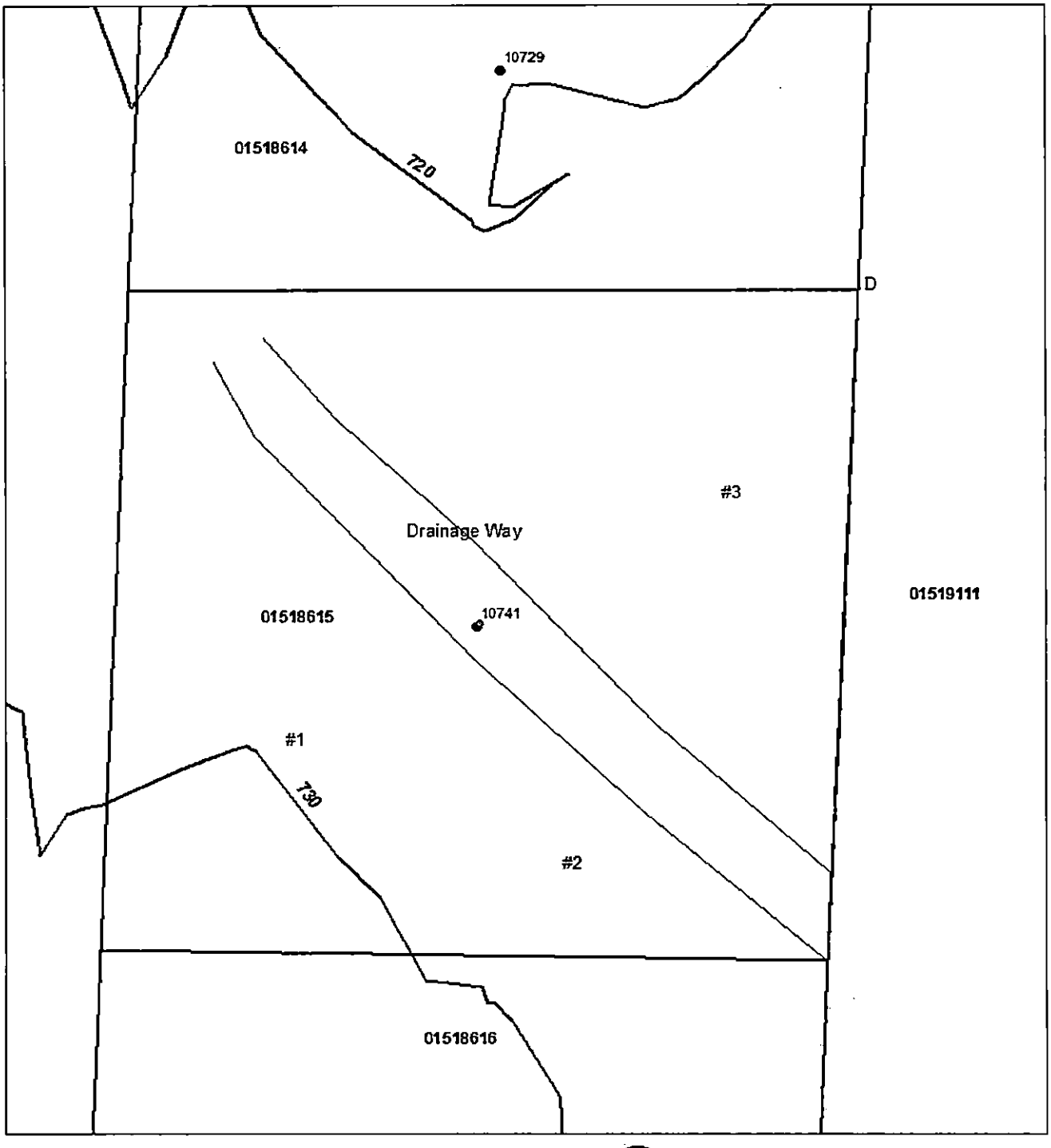
Other Factors (.1946):
Soil Evaluation By: Jeremy Michelone, R.S.
Others Present:
Site Classification (.1948): Unsuitable
Site Evaluation By: Jeremy Michelone, R.S.
Others Present:

COMMENTS:

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	

10741 Monte Carlo
File # 2603B



Jeremy Michelone, R.S.
4/22/09

0 15 30 60 Feet

MECKLENBURG COUNTY
Health Department

April 23, 2009

Lewis & Julia Walker
19633 Feriba Place
Cornelius, NC 28031

Re: Application for improvement permit for:
Property Site: 10741 Monte Carlo Drive
Health Department file number: **2603B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on April 22, 2009 evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a three bedroom house, with a daily design 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 April 23, 2009. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)

FEE: 200° Clerk 768
DATE: 7/16/98 GC

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

1 1 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

FILE #: 2603B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 015-186-15

STREET ADDRESS: 10741 Monte Carlo Dr

SUBDIVISION OR MOBILE HOME PARK NAME: Mallard Woods Development

LOT NUMBER: 18-20

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: 4 NUMBER OF OCCUPANTS: 1

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

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: Oliphant (LAST) Nicole (FIRST) E (MI)	NAME: Ferguson (LAST) Mack A (FIRST) (MI)
ADDRESS: 11012 Monte Carlo Dr	DAYTIME PHONE: ( ) —
CITY: Huntersville STATE: N.C ZIP: 28078	908 Friendly PL
DAYTIME PHONE: (704) 336 - 8151 -	Charlotte NC 28213

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: Nicole Oliphant DATE: 7-15-98

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

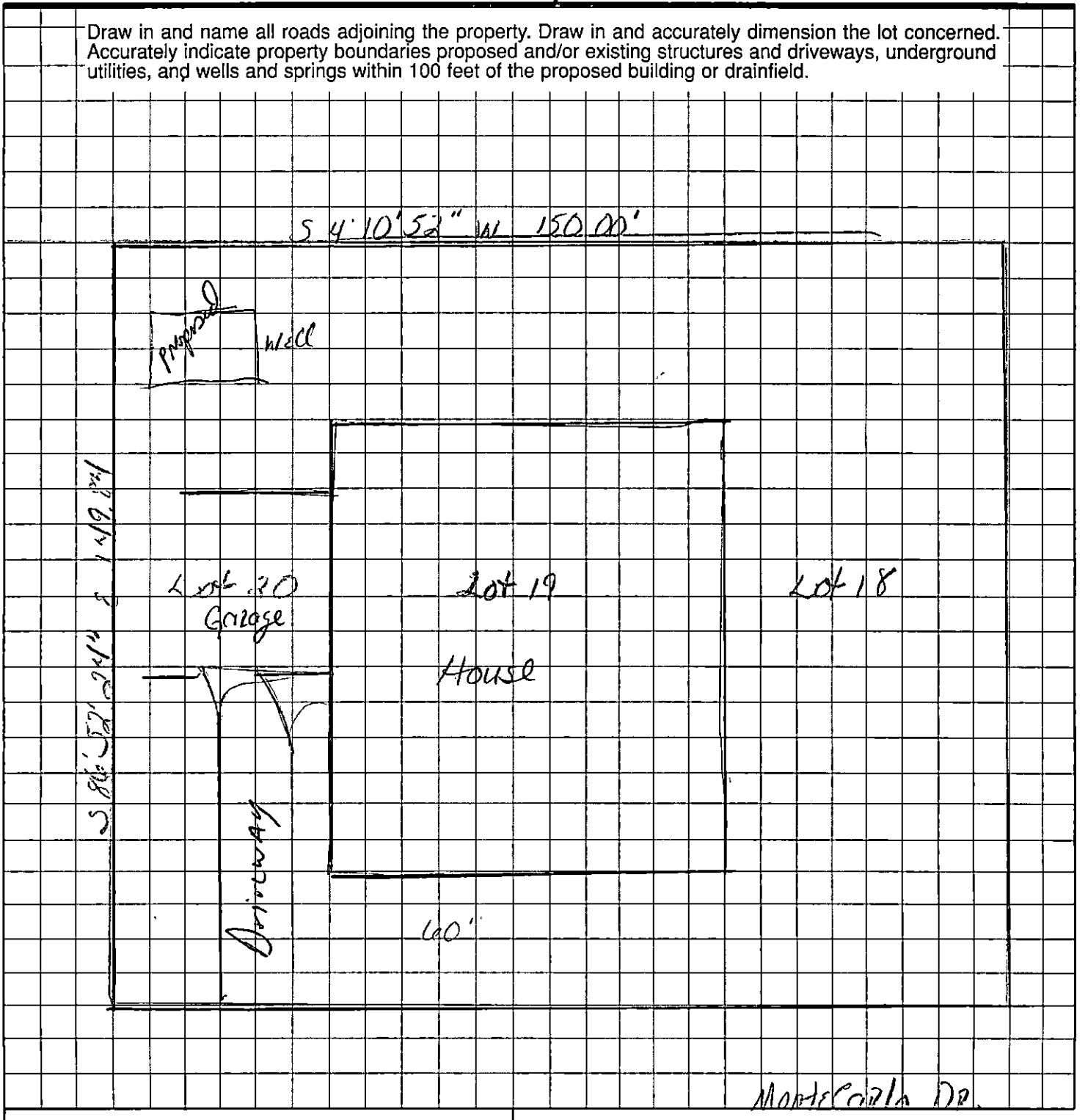
PROPOSED PLOT PLAN

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

FILE: 2603B

TC: 015-186-15

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.

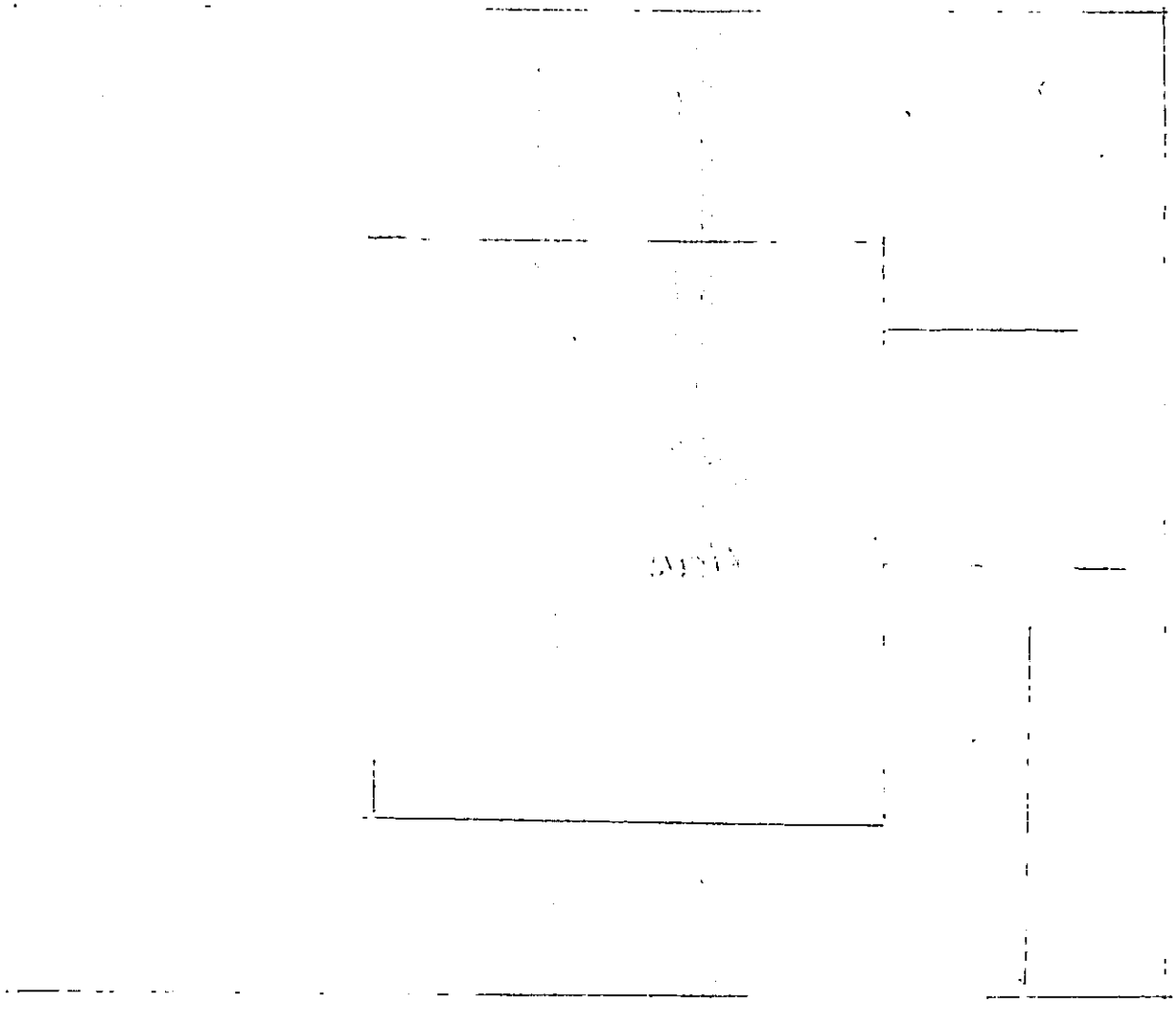


Heidi Aylward
OWNER/AGENT SIGNATURE

DATE 7-15-98

APPROVAL DATE _____

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



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

(10) #3

Sheet 1
PROPERTY ID #: 015-166-15
Lot # : 18, 19, 20
File # : 26038

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Mark A. Ferguson
APPLICANT: Nicole Oleshaw
ADDRESS: 906 Friendly Place Charlotte, N.C.
DATE EVALUATED: 8-17-98
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 440gpd
PROPERTY SIZE: .51
LOCATION OF SITE: 10741 Monte Carlo Dr.
PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☑ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 3-8% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/scl	Fr/SEXP/ss/sp	20" TO soil wetness	20"	N/A	None	US
		4-20"	SBK/C	Fi-VFi/Mixed/us/up					
2	LS	0-3"	gr/cl	Fr/SEXP/ss/sp	19" TO soil wetness	19"	N/A	None	US
		3-19"	SBK/C	Fi-VFi/Mixed/ss/vp					
			Floater Rock	@ 19"					
3	LS	0-10'	gr/cl	Fr/SEXP/ss/sp	30" TO soil wetness	30"	N/A	None	US
		10-30'	SBK ABK/C	VFi/Mixed/us/up					
4	LS	0-6"	gr/cl	Fr/SEXP/ss/sp	23" TO soil wetness	23"	N/A	None	US
		6-23"	SBK ABK/C	VFi/Mixed/us/up					

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. Merlin 8-17-98
OTHER(S) PRESENT: LSS

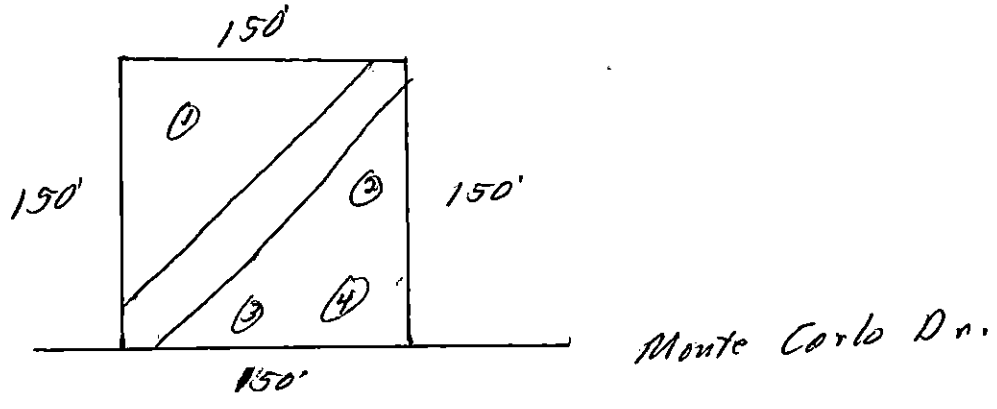
FILE # 2603B

COMMENTS Rock outcrops present
Visited site 4/22/09. Confirmed soil site evaluation by Bill Marlin.
Spoke with applicant Lewis Walker and advised same findings. Mr Walker
requested a denial letter be sent ASAP. Denial letter sent 4/23/09.

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



Mecklenburg County
Health Department

August 19, 1998

Mrs. Nicole Oliphant
11012 Monte Carlo Dr.
Huntersville, NC 28078

Re: Monte Carlo Dr.
File: 2603B
Parcel: 015-186-15

Dear Mrs. Oliphant:

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), SOIL WETNESS CONDITIONS**, .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 not 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 data 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., Soil Scientist
Individual Water and Wastewater Systems

OFFER TO PURCHASE AND CONTRACT

2603B

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

1. **REAL PROPERTY:** Located in the City of Long Creek, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 10741 Montecarlo Dr. Zip
Legal Description: L18-208 M9-571 10741 Montecar
(☐ All ☐ A portion of the property in Deed Reference: Book, Page No., 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 attached or affixed to the Property, EXCEPT the following items:
N/A

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

4. **PURCHASE PRICE:** The purchase price is $ 18,000.00 and shall be paid as follows:
(a) $ 540.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by Maske Realty 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) $ Ø, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than .
(c) $ Ø, 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) $ Ø, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $, 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 5/15/98, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other
loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: in the principal amount of 16,200 for a term of 10 year(s), at an interest rate not to exceed 8 % 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: N/A.
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:

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 $ N/A per _____.

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 cause or claim arising therefrom.

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)_____

☐ 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 ~~5/15/98~~ 5/15/98. 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 monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), 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 5/30/98, at a place designated by Buyer. The deed is to be made to Nicole Evette Oliphant.

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.)

Additional Provisions Addendum

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 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®

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# _____ SS/Tax ID# _____

Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: _____ 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: _____
By: _____

Selling Agent/Firm/Phone _____ Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

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

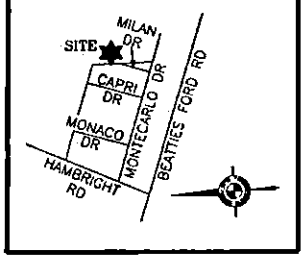
THIS IS TO CERTIFY THAT ON THE 25th DAY OF MARCH, 19 98 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE 1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED Michael J. Pharr

R. B. PHARR & ASSOCIATES, REGISTERED SURVEYORS
P.O. BOX 1234
19801 S. MAIN STREET
CORNELIUS, N.C. 28031
TEL. (704) 895-1730

CREW	DRAWN	REVISED
C1	ER	

Vicinity Map Not to Scale

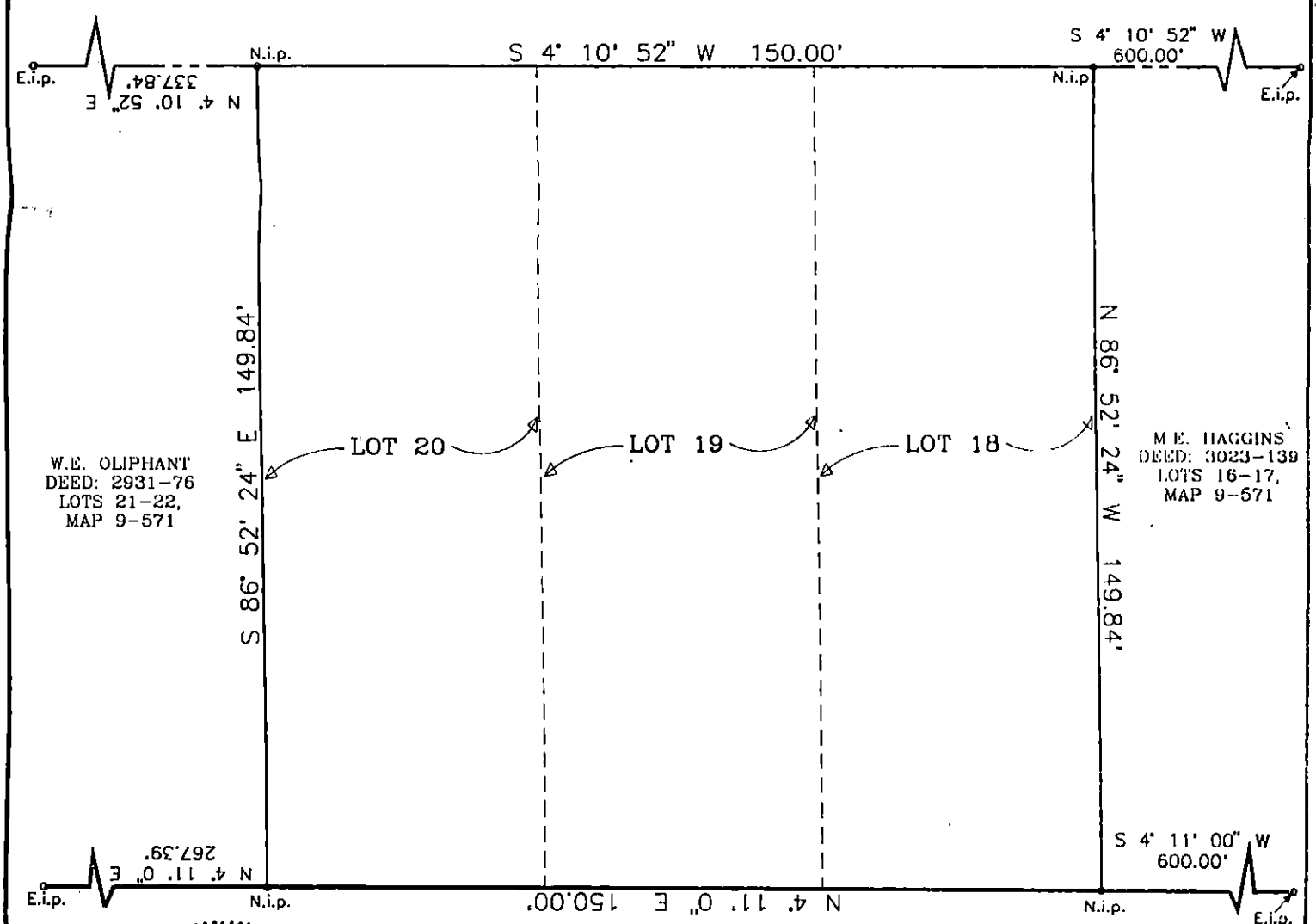


Legend
N.i.p.....New Iron Pipe
E.i.p.....Existing Iron Pipe

2603B

Map Reference: 9-571

G.T. WOODSIDE
DEED: 7949-30



NORTH CAROLINA REGISTERED SEAL L-3807 LAND SURVEYOR

MONTECARLO DRIVE

(60' Right of Way)



Area
22,472 sq.ft.
0.5159 acres

SURVEY OF:

LOTS 18, 19 & 20, BLOCK F, NORMAN WOODS DEVELOPMENT

LONG CREEK TOWNSHIP, MECKLENBURG COUNTY,
NORTH CAROLINA

THE PROPERTY OF NICOLE OLIPHANT

SCALE 1" = 30'

MAP BOOK 9 PAGE 571

DEED BOOK 3604 PAGE 340

TAX NUMBER: 015-186-15

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED FEBRUARY 3, 1993.

COMMUNITY PANEL NUMBER 370158 308, ZONE X

44740