

4252 ROCKWOOD RD

11316109

12/26/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1940B DATE: 10/9/97
TC: 113-161-09 ☒ L ☐ CRT
SERIAL Nº 17271

Name of Owner Lindsey Edwards Juris.:
Address of Property 4252 Rockwood Rd.

Inspection Data:

Tank Material 1500
Total Length of Drainfield 400
Number of Lines 4 @100
Cover Depth 24"-30"
Water Supply Source ~~12/23/97~~ well
Distance to Water Source
Excavation Inspected 10/9/97
Tank(s) Inspected 10/9/97
Wash Line Inspected —
High Water Alarm Inspected 12/23/97

PLOT

Design 1500ST, 1000PT, 1200 sq ft. 12"G, U-CIL-LIKE CTR# Laney Rep

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired
☑ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☑ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Type III - 3 bedroom

R.S.
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

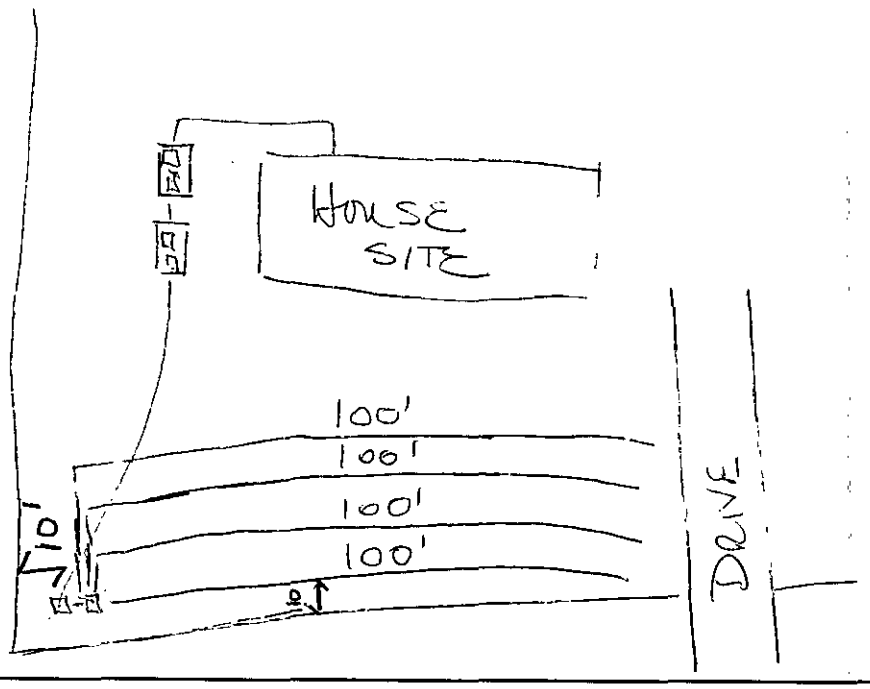
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1940B DATE: 10-6-97

TC: 113-161-09 X L

SERIAL No 17402

Permission is hereby given to ✓ (Install) or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 10-6-97. All work shall be completed on or before 11-6-97, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Rockwood Rd.

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Grid

Total Line Length 400' feet

Number of Lines 4

Depth of Stone 12" inches

Distance from House 5 feet

Distance from Property Line 10 feet

Distance from Well _____ feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER Lindsy Edwards

LOCATION OF PROPERTY 4252 Rockwood Rd. (2 Boxes)

Comments: 1500 SEPTIC TANK W/1000 PUMP TANK WITH LARGE DBOX
4 lines @ 3X 100'X12" - on contour.

Dave Higgins Bizzell, R.S.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

100.00 CK # 3054 PD in full
10/2/97 JC CK # 6986 Rec'd DHOO DCRT

FEE: 100. **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 7-16-97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6/25/97 PERMIT NO: 1940B
PARCEL NO: 113-161-09

JOB LOCATION ADDRESS: 4252 Rockwood Rd.
PROPERTY OWNER: Lindsey A. Edwards
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: [signature] DATE: 6/27/97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1940B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: Installation Approval Required.

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Linda A. Edwards 9/10/97
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 1940B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 113-161-09

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	✓ Conventional Pump ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	300 Absorption Area (sq ft)	~~36"~~ 9' Trench spacing (min. on centers)	
✓ Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone		
Any surface waters present: NO	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) PUMP WILL BE REQUIRED. (2) REPAIR AREA NOT REQUIRED. (3) THIS PERMIT IS VALID FOR 5 YEARS. (4) WASHER LINE REPAIR AREA AVAILABLE.				
Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
240 Absorption Area (Sq ft) 100 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	36" Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

Tom Higgins Burney 6/27/97
DEHNR Authorized Agent Date

Linda A. Edwards 7/10/97
Owner/Agent Signature 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

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

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

400 #1

COUNTY: 19408

113-161-09

OWNER: Keith Thompson Services, Inc. APPLICANT: Lot #7
ADDRESS: 9225 Walkers Ferry Rd, Chas. APPLICATION DATE: DATE EVALUATED:
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: 1.2
LOCATION OF SITE: 4257 Rockwood Rd PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	5-10% .1940 LAND-SCAPE 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	0-3"	compacted /cl	vF:/sExPlsP	>48"	48"	N/A	None	PS .39/ft² IV
		3-48"	sBk/c	F:/sExPl sP	To soil Wetness				
2	LS	0-3"	gr/scl	Fr/sExPlssSP	>46" To soil Wetness	46"	N/A	None	PS .225gpf² IV
		3-46"	sBk/c	F:/sExPl sP					
3	LS	0-4"	gr/scl	Fr/sExPlssSP	>48" To soil Wetness	48"	N/A	None	PS .39/ft² IV
		4-40"	sBk/c	F:/sExPl sP					
		40-48"	sBk/sc	F:/sExP/sP					
4									

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W. R. Wall 6-12-97
OTHER(S) PRESENT: LSS

COMMENTS: Does not appear to be 100% Repair

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05		
		O (Organic)	None			

MOIST	WET
VFR (Very Friable)	NS (Non-sticky)
FR (Friable)	SS (Slightly Sticky)
FI (Firm)	S (Sticky)
VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
EFI (Extremely Firm)	NP (Non-plastic)
	SP (Slightly Plastic)
	P (Plastic)
	VP (Very Plastic)

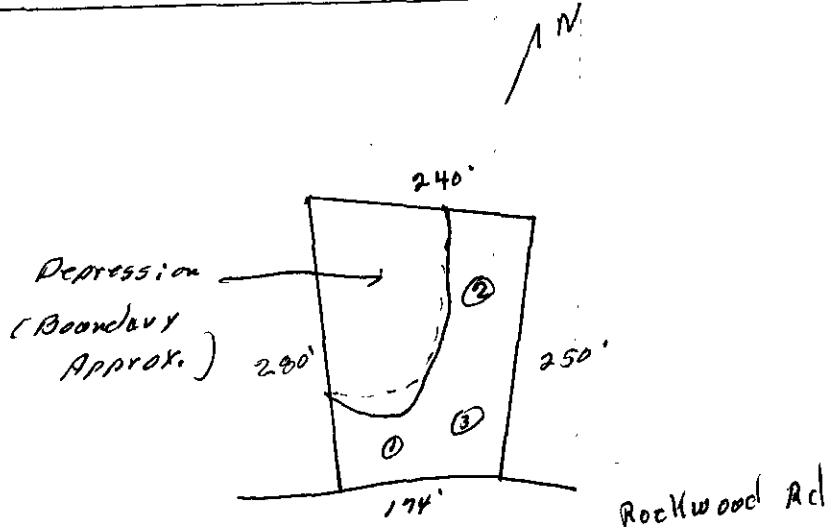
OTES

ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



FE 108.00 chk #674
DATE: 5/29/97 gc

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

[ ] 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 #: 1940B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 113-161-09

STREET ADDRESS: 4252 Rockwood Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: ~~5~~ 7

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1549

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE: BRICK

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

CLOSING DATE _____

ADD Deck per T.B. 10/3/97

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: Thompson Keith Services INC (LAST) (FIRST) (MI)
ADDRESS: 9225 Walkers Ferry Rd
CITY: Charlotte STATE: NC ZIP: 28214
DAYTIME PHONE: ( ) 364-1580

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Edwards Lindsay A. (LAST) (FIRST) (MI)
DAYTIME PHONE: ( ) 588-0607

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: Lindsay A. Edwards DATE: 5/27/97

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

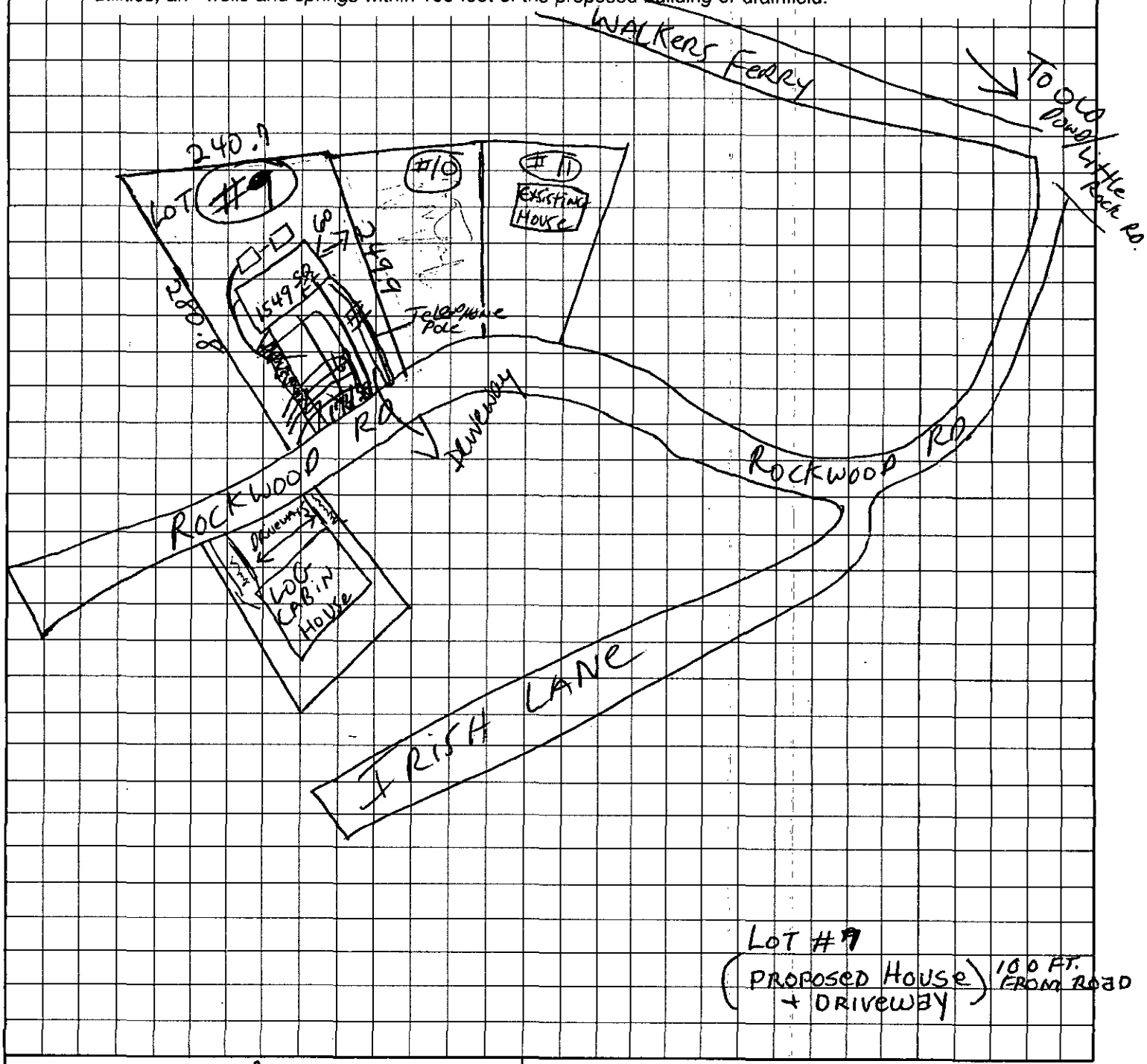
PROPOSED PLOT PLAN

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

FILE: 1940B

TC: 113-161-09

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.



Linda A. Edwards
OWNER/AGENT SIGNATURE

DATE 5/21/99

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

1940B

OFFER TO PURCHASE AND CONTRACT

Lindsay A Edwards, as Buyer,
X KEITH THOMPSON SERVICES, INC., as Seller,
hereby offers to purchase and X 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 Charlotte, County of Meck, State of North Carolina, being known as and more particularly described as:
Street Address 6219 Rockwood Road Zip
Legal Description: X Lot 9 Block 347 Book 3113 Page No. 161 09 Meck County.)
(☐ All ☐ A portion of the property in Deed Reference: Book X Page No. X)
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 $ 17,000.00 and shall be paid as follows:
(a) $ 200 EARNEST MONEY DEPOSIT by ☐ cash X personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by KMH Properties 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) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A.
(c) $ N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 16,800.00 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 June 15, 1997, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) X Conventional ☐ Other loan at a X Fixed Rate ☐ Adjustable Rate ☐ Other: in the principal amount of 90,000 for a term of 30 year(s), at an interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 2 % 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:
none
(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 $ none per none.

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 takes place within three days following receipt of same.
Buyer acknowledges receipt of a copy of the pamphlet entitled "Protect Yourself" required by G.S. 87-15.5 and a copy of the Real Estate Brokerage Relationships Pamphlet required by G.S. 93A-6(a). (SEE ATTACHED DOCS)
A sample Residential Property Disclosure Statement (SEE ATTACHED DOCS)
This 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 in an attached addendum, Buyer shall have the option of inspecting or obtaining a 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 building, plumbing, 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 roof), pavings and decks, driveways and patios, appliances and other mechanical systems (if any), water and sewage 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 affecting the property; and (iii) there shall be no visible signs or existing environmental concerns active. Inspections must be completed on or before June 12, 1997. Buyer is responsible for any damages caused by inspections and must repair any damages prior to closing. Seller agrees to provide access for all inspections. Inspections may be performed by persons of Buyer's choice, which may include architects, engineers, land surveyors, pest control operators or contractors. Buyer shall have the right to be present during all inspections. Buyer shall receive, prior to closing, any written reports obtained by Buyer pursuant to this paragraph.
(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 or a licensed pest inspector 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 attaching an estimate of the cost of treatment. The report must be obtained at Buyer's expense and must be dated not more than 30 days prior to closing. All treatments required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. For purposes of this contract, "visible evidence" shall mean evidence which would be discovered by a reasonably careful and thorough inspection of the property. If new infestations, damage or additional treatments are discovered during repairs, Seller shall have no obligation to repair, treat or pay for same unless otherwise agreed in writing.
(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 a credit at closing 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 (i) accepting the Property in its present condition, or (ii) terminating this contract. In which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided in an inspection addendum attached hereto, any items Agreed upon by (Buyer, Seller) in (b) and (c) above are excluded from repair requirements under this section.
(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF PART OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN THEIR CONDITION AS OF THE DATE OF CLOSING, UNLESS OTHERWISE NOTED IN WRITING.
13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purpose 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 perform promptly in connection with closing and transfer of title on or before June 30, 1997 at a place designated by Buyer.
Tax and rents to be paid as per GS Standard
15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is not to be delivered at closing, (i) Buyer's possession prior thereto creates a tenancy at sufferance, OR, (ii) a rental agreement shall be executed at closing.
16. OTHER PROVISIONS AND CONDITIONS: ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)
Homeowners Warranty for a conventional septic system with pump
If homeowners does not park seller will refund $400 application fee

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. ASSIGNMENT: 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 hereto and Buyer's and Seller's 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 when the last party to sign initials the last page hereof. Facsimile and electronic signatures shall be treated as originals for all purposes. This contract may be executed in multiple originals, all of which together constitute one and the same instrument, and a signed original being received by each party and their REALTOR® or broker hereto, and the parties keep the word "SEAL" beside their signatures 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 had the right to make 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: 5/22/97 Date: _____
ESCROW

I hereby acknowledge receipt of the deposit and agree to hold and disburse the same in accordance with the terms hereof.

Date: 5/22/97 Firm: Kuit Properties
By: _____

Selling Agent/Firm/Phone _____ Agency is: ☐ Buyer's Agent ☐ Seller's (Sub)Agent ☐ Dual Agent
Listing Agent/Firm/Phone _____ Agency is: ☐ Seller's (Sub)Agent ☐ Buyer's Agent ☐ Dual Agent

ATTN: TONI H. BUNNEY

FROM: LINDSAY A. EDWARDS

IN REGARDS to 4252 ROCKWOOD ROAD

1940B

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

DECLARATION OF RESTRICTIONS

WHEREAS, B. C. Thompson and wife, Lucille J. Thompson, have caused to be recorded in Map Book 7 at page 347 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, a map or plat of certain lots of land lying in Berryhill Township, Mecklenburg County, North Carolina, owned by said B. C. Thompson and wife, Lucille J. Thompson, and

WHEREAS, said B. C. Thompson and wife, Lucille J. Thompson desire now for the use and benefit of themselves, their heirs and assigns and their future grantees to place and impose certain conditions and restrictions on all of the lots of land shown on said map, to-wit: Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10 in Block A and Lots 1, 2, 3, 4, and 5 in Block B;

NOW, THEREFORE, in consideration of the premises, B. C. Thompson and wife, Lucille J. Thompson, for themselves, their heirs and assigns and their future grantees do hereby place and impose upon each of said lots of land as shown on said above-referenced map, the following conditions and restrictions:

1. No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage.

2. The enclosed and heated living area of the main structure exclusive of open porches, garages and other unheated space shall be not less than 1200 square feet.

3. (a) No building shall be located on lot 5 of Block B nearer than 40 feet from the property line of Rockwood Road.

(b) No building shall be located on any lot (except for lot 5 in Block B) nearer than 60 feet from the property line of [illegible].

4. No building shall be located on any lot nearer than 20 feet to the rear lot line nor nearer than 20 feet to any interior side lot line.

5. Easements for installation and maintenance of utilities are reserved in accordance with and as specifically set out in right-of- way heretofore granted Duke Power Company.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Pigs shall not be permitted on any lot.

7. No structure of a temporary character, trailer, basement, camp, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. No sign boards of any description shall be displayed on any of said lots except signs "For Rent" and "For Sale", which signs shall not exceed two by three feet in size.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this State, and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

07-10 97 05:24PM P02

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or court order or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, B. C. Thompson and wife, Lucille J. Thompson, have hereunto set their hands and seals this the _____ day of _____, 1955.

_____(SEAL)

_____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for said County and State do hereby certify that B. C. Thompson and wife, Lucille J. Thompson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 1955.

_____
Notary Public

My commission expires:

07-10-97 05:24PM P04

Permit Number: 1940B — CONDITIONS OF IMPROVEMENT PERMIT — Tax Number: 110-161-09

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	✓ Conventional Pump ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

3 Long-term acceptance rate	360 Max gallons/day wastewater flow	300 Absorption Area (sq ft)	~~36"~~ 9' Trench spacing (min. on centers)
✓ Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions:
(1) PUMP WILL BE REQUIRED.
(2) REPAIR AREA NOT REQUIRED.
(3) THIS PERMIT IS VALID FOR 5 YEARS.
(4) WASHER LINE REPAIR AREA AVAILABLE.

Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

240 Absorption Area (Sq ft) 1000 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	36" Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

Tom Higgins Burney 6/27/97
DEHNR Authorized Agent — Date

Linda A. Edwards 7/10/97
Owner/Agent Signature — 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

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

COMMENTS: Does not appear to be 100% Repair

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
(Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
(Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)			MOIST	WET
(Ridge)		SCL (Sandy Clay Loam)				
(Shoulder Slope)		SLC (Silt Loam Clay)			VFR (Very Friable)	NS (Non-sticky)
(Terrace)					FR (Friable)	SS (Slightly Sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FI (Firm)	S (Sticky)
		SIC (Silty Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
					EFI (Extremely Firm)	NP (Non-plastic)
		O (Organic)	None			SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

NOTES

HORIZON DEPTH — In inches below natural soil surface
DEPTH OF FILL — In inches from land surface
RESTRICTIVE HORIZON — Thickness and depth from land surface
SAPROLITE — S(suitable) or U(unsuitable)
SOIL WETNESS — Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
CLASSIFICATION — S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.
Long-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

