

5602 PLANTATION RIDGE RD

11322374

1/9/2008

duponbj

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

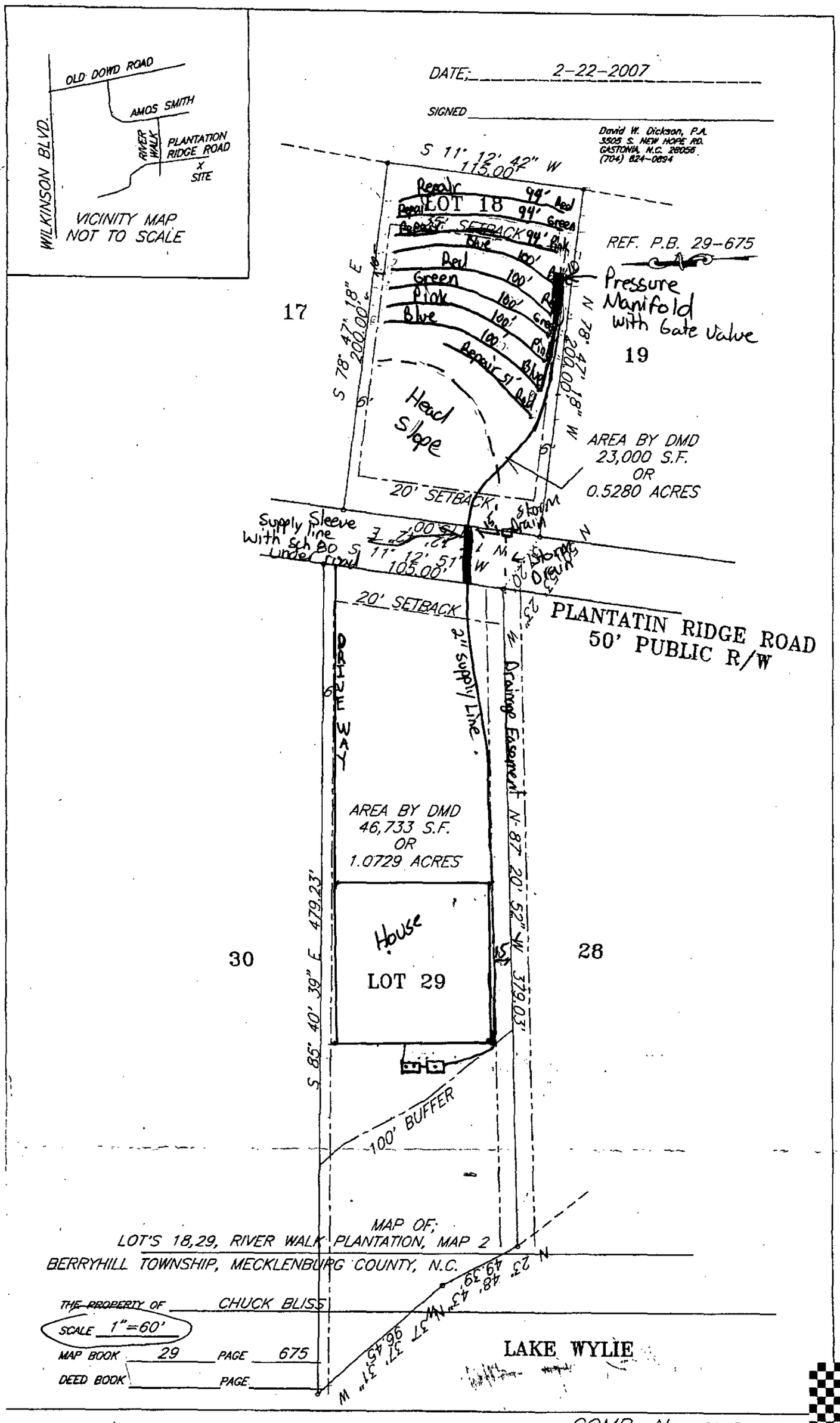
EHS J. Michael

Reviewer 18

6052-3 County Permit Review Worksheet

Rule or Law	Permit Application	1	2	3	4	5	6	7	8	9	10
.1937(d)	Is the Application complete	✓									
.1937(d)	Is there a Site plan/Plat with application	✓									
.1937(d)	Is the Facilityshown?	✓									
.1937(d)	Are appurtenances shown										
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	✓									
.1940 (a-g)	Slope % Recorded?	✓									
.1939 (a)(2)	Texture Class Recorded?	✓									
.1939 (a)(2)	Structure type Recorded?	✓									
.1939 (a)(2)	Consistence Recorded?	✓									
.1939 (a)(2)	Mineralogy Recorded?	✓									
.1939 (a)(3)	Soil Wetness Condition Recorded?	✓									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	✓									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	✓									
.1939 (a)(6)	Sufficient Available Space Recorded?	✓									
.1937(m)	Are the Profile Locations Shown?	✓									
.1939(a) & .1945(b)	Are the S/PS Profiles in system & in repair area?	✓									
	Number of auger borings made:	3									
	Were sufficient auger borings made?	✓									
.1939(d), .1955, .1956, .1957	LTAR	.3									
	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial	✓									
.1945(b)	Proposed System Type stated-Repair	✓									
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial	✓									
.1937(g) & .1945(b)	System components shown - Initial	✓									
.1945(b)	Repair area shown	✓									
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?	✓									
.1937 (f)(g)	Is System design consistent with soil/site conditions?	✓									
.1937 (f)(g)	Is the System located in the approved area?	✓									
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?	✓									
G.S. 130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	✓									
.1937(g)	Trench depth indicated?	✓									
.1937(g)	Trench width indicated?	✓									
.1937(g)	Trench length indicated?	✓									
G.S. 130A-336(a)(1)	Proposed/existing well shown?	✓									
G.S. 130A-336(a)(1)	Property line lengths shown?	✓									
G.S. 130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	✓									
	OP										
.1937(i)	System type as described in table V(a) of rule .1961										
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.										

If system design is incorrect or inconsistent with site conditions, indicate why for each below


OLD DOWD ROAD
AMOS SMITH
RIVER WALK
PLANTATION RIDGE ROAD
X SITE
WILKINSON BLVD.
VICINITY MAP
NOT TO SCALE
DATE: 2-22-2007
SIGNED
David W. Dickson, P.A.
3505 S. NEW HOPE RD.
GASTONIA, N.C. 28056
(704) 824-0894
S 11° 12' 42" W 115.00'
LOT 18
35' SETBACK
Repair 99' Red
Repair 99' Green
Repair 99' Pink
Blue 100'
Red 100'
Green 100'
Pink 100'
Blue 100'
Repair 51'
REF. P.B. 29-675
Pressure Manifold with Gate Valve
17
19
S 78° 47' 18" E 200.00'
N 78° 47' 18" W 200.00'
Head Slope
AREA BY DMD
23,000 S.F.
OR
0.5280 ACRES
20' SETBACK
Supply Sleeve With Sch 80 Under Road
Storm Drain
S 11° 12' 51" W 105.00'
20' SETBACK
PLANTATIN RIDGE ROAD
50' PUBLIC R/W
2" Supply Line
N Drainage Easement N 87° 20' 52" W 379.03'
AREA BY DMD
46,733 S.F.
OR
1.0729 ACRES
House
LOT 29
30
28
S 85° 40' 39" E 479.23'
100' BUFFER
MAP OF:
LOT'S 18,29, RIVER WALK PLANTATION, MAP 2
BERRYHILL TOWNSHIP, MECKLENBURG COUNTY, N.C.
THE PROPERTY OF CHUCK BLISS
SCALE 1"=60'
MAP BOOK 29 PAGE 675
DEED BOOK PAGE
LAKE WYLIE

Top

R 100
C 100
P 100
C 100
R 100
G 100
P 100
B 100

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001885** GWS File #: **6052B** Tax Parcel #: **113-223-74**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 3/14/2012

Type of Installation: Residential - New System Lot Number: 29

Structure Type: HOUSE Size (ft^2): 5000 # Bedrooms: 5 # Occupants: 3

Building Foundation: Basement With Plumbing Water Supply: Shared Well

II. Initial System Type: Pump to Approved Accepted **System Classification:** IIIb

Initial System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1500
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Pressure Manifold		

III. Repair System Type: PPBPS (pressurized) **System Classification:** IVa

Repair System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1500
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	999	Total Trench Length (ft):	333
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Manifold (LPP Distri		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michael

Signature: Jeremy Michael

Date Issued: 3/14/2007

Owner/Legal Agent: Charles M. Bliss
Print Name

Signature: Charles M. Bliss

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

NC DENR
Division of Environmental Health
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IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001885** GWS File #: **6052B**

IV. Permit Conditions/Comments:

- This type of septic system requires an inspection once every 5 years by our office. The system owner is responsible for any fees, as determined by the Mecklenburg County Board of Commissioners, associated with this inspection.
- This type of repair system requires the property owner to obtain a contract with a Certified Operator to perform routine inspections and maintenance on the system.
- This type of repair system requires periodic inspections by our office. The system owner is responsible for any fees, as determined by the Mecklenburg County Board of Commissioners, associated with this inspection.
- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- All components of the septic system must be located a minimum distance from the normal pool elevation or mean high water mark for the nearby body of water. See plot plan for minimum setback requirements.
- The supply pipe shall be installed with a minimum of 30" of compacted cover over the pipe or properly sleeved under areas that are subject to vehicular traffic.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

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- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michael

Signature: Jeremy Michael

Date Issued: 3/14/2007

Owner/Legal Agent: Charles M. Bliss
Print Name

Signature: Charles M Bliss

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

Sheet: 1 of 2
Property ID: 113-223-62, see comments
Lot #: 18
File #: 6052B
AppID: 1885

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Stover Development, LLC
Applicant: Charles M. Bliss
Address: 5528 Bud Wilson Road, Gastonia, N. C. 28036
Date Evaluated: 2/13/07
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: .53a
Location of Site: 5603 Plantation Ridge Road, see comments
Property Recorded:
Water Supply: [ ] Public [ ] Individual [ ] Well [ ] Spring [x] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut shared
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, 18	0-7	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV
		7-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-6	GR/CL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46+	"	"	"
		6-46	SBK/C	FI/SEXP/S/P					
		BORING TERMINATED AT 46", FLOATER ROCK							
3	LS, 15	0-3	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		3-48	SBK/C	FI/SEXP/S/P					
4	"	0-8	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		8-48	SBK/C	FI/SEXP/S/P					
					SITE LTAR .3GPD/FT^2				

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	IV b	IV a
Site LTAR	.3	.3

Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 2/13/2007, W. R. Marlin
Others Present:
Site Classification (.1948):
Site Evaluation By:
Others Present:

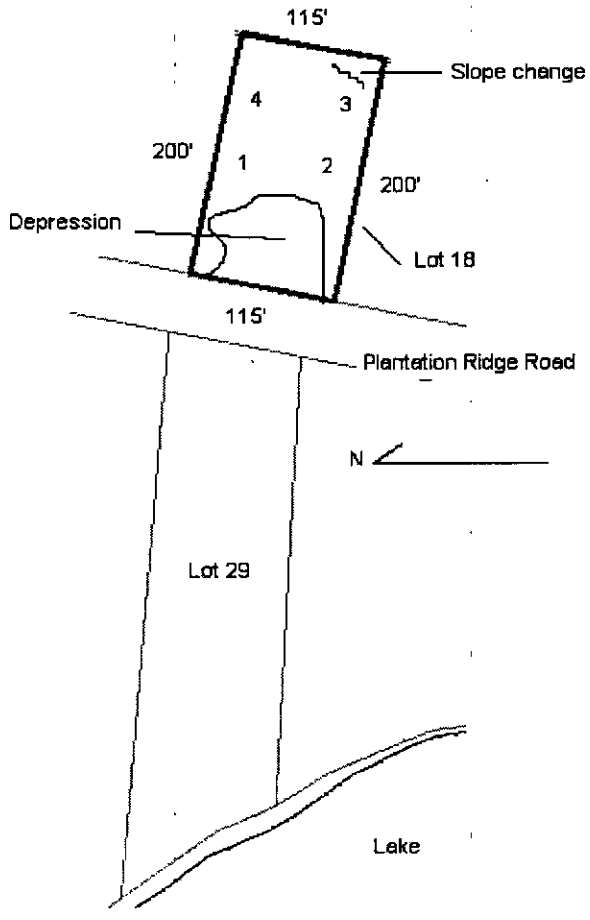
COMMENTS:

100% repair, site investigate is drainfield site for Lot 29, 113-223-74

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

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

Sketch of Soil Evaluation Locations



FILE NUMBER: 6052B Revised On: January 3, 2007 APPLICATION NUMBER: 1885

SEPTIC FEE: 200.00 CHK 3104
DATE: 2/8/07 gc

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

WELL FEE: _____
DATE: _____

1. **SEPTIC / TYPE APPLICATION:** ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

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

3. **JOB LOCATION INFORMATION:**
TAX PARCEL NUMBER: 113-223-14 (Lot 29) & 113-223-62 (Lot 18)
STREET ADDRESS: 5602 Plantation Ridge
CITY: Charlotte
STATE: NC ZIP: 28214
SUBDIVISION NAME: River Walk Plantation
LOT #: 29 & 18 LOT SIZE (acres): 1.017 Ac (29) & 0.528 Ac (18)
TOWNSHIP:
☒ 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: 5,000
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 3
FOUNDATION TYPE:
☐ CONCRETE SLAB ☒ BASEMENT WITH PLUMBING
☐ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. **IF PLANNING TO EXPAND OR ALTER THE EXISTING 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 ☐ PUBLIC WELL ☐ PRIVATE WELL ☒ SHARED WELL ☐ SPRING

7. **PROPOSED USE OF WELL:** ☒ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

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

8A. **RANK:** ☒ ANY TYPE with Pump ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____
~~X~~ 1 ___ ___ ___ ___

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 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

10. **PROPERTY OWNER:**
NAME: STover Development, LLC
ADDRESS: 5528 Bud Wilson Rd
CITY: Gastonia
STATE: ZIP: 28056
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:**
NAME: Charles M. Bliss
ADDRESS: 10231 Tavernay Pkwy
CITY: Charlotte
STATE: NC ZIP: 28262
HOME PHONE: 704-503-7951 WORK PHONE: 704-391-5095
MOBILE PHONE: 704-560-4321 FAX:

12. **WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?** 8/96
13 **WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?** 2/07

14. **SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:**
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 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

Charles M. Bliss 2/6/07
Property Owner's or Owner's Legal Representative Signature Date

15. **WELL PERMIT APPLICATION SIGNATURE SECTION:**
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 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

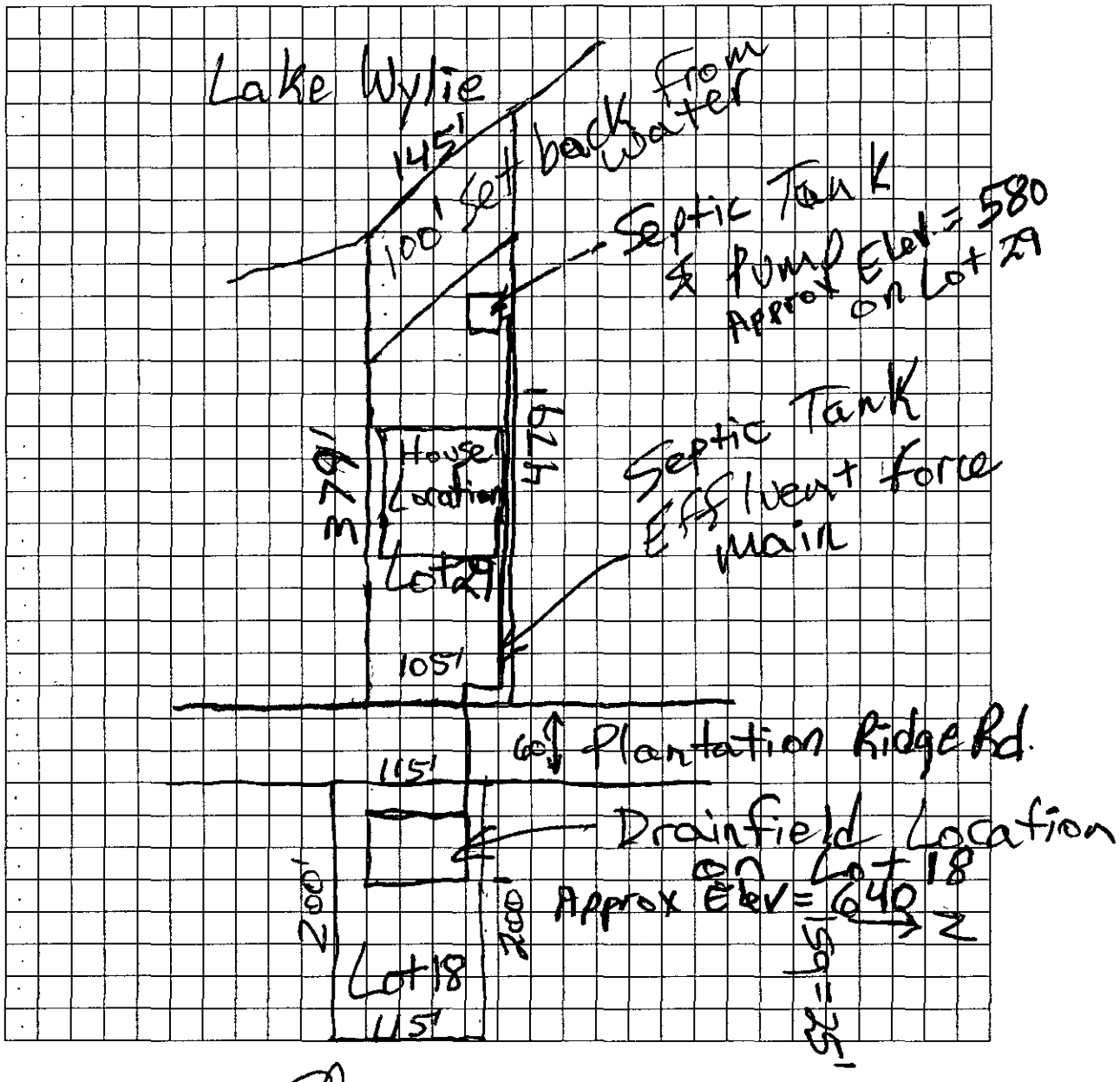
☐ SURVEY PLAT TO SCALE SUBMITTED ☒ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

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 # 6052B
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	Charles W Bliss
Date	02/06/07

LBC 12/15/04

Judith A. Gibson, Register of Deeds
720 E. 4th Street, Room 103
Charlotte, North Carolina 28202
(704) 336-2443

State of North Carolina
County of Mecklenburg

I do hereby certify this to be a true copy of the attached document filed and recorded in the aforesaid county as evidenced in Instrument/ Book No. 21909 **Page No.** 203 **and ends with Page No.** 205 **.**

Witness my hand and seal this 14th **day of** March **, 200** 7 **.**

Judith A. Gibson

Robin Maddox

Register of Deeds, ~~Assistant or~~ Deputy Register of Deeds

JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, N.C.

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 MAR 14 10:57 AM
BK:21909 PG:203-205 FEE:$17 00

INSTRUMENT # 2007050583

2007050583

AGREEMENT

River Walk Plantation Homeowners Association, Inc.

PO Box 26
Belmont NC 28012
www.buycharlotte.com/rwhoa/home.asp or Yahoo! Search: rwhoa charlotte

The RWHOA Board of Directors agreed to honor the request of Charles M. Bliss to run a septic line under Plantation Ridge Road between lots 29 and 18 at its February 25th, 2007, meeting pending acceptance of the conditions below:

- Approval is contingent on the purchase of Lots 18 and 29 by Charles M. Bliss.
- Association dues must continue to be paid and remain current for both lots.
- House minimum square footage of 3000 heated square feet.
- Work must be done by boring under the road, with no cutting or other damage to the gutters or surface of the road. Damage to the road or gutters due to erosion or other factors independently determined to be caused by improper or insufficient installation of this line shall be repaired at the expense of Charles Bliss.
- The line may not be placed until either the main septic installation occurs or at such time it is known that ownership of Plantation Ridge Road will be transferred from the Association to the City of Charlotte or Mecklenburg County. The Association agrees to make reasonable attempts to notify Charles Bliss before a street transfer occurs, which is not expected until 75% of lots in the development are built out and occupied.
- This agreement is not valid unless both signatures appear below.

Brian K Kelly Dated 3-13-2007

Brian K. Kelly
River Walk Homeowners Association, Inc., President

I, Angela S Laye, a Notary Public of the County of Mecklenburg, State of North Carolina, hereby certify that Brian K. Kelly appeared personally before me this day and being duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 13th day of March, 2007.

ANGELA S LAYE NOTARY PUBLIC GASTON COUNTY, NC

Angela S Laye
Notary

My Commission Expires: Jan 16, 2011

Charles M Bliss Dated 03/13/07

Charles M. Bliss

I, Bobbie S. Chambers, a Notary Public of the County of Mecklenburg, State of North Carolina, hereby certify that Charles M. Bliss appeared personally before me this day and being duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 13 day of March, 2007.

BOBBIE S. CHAMBERS NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Bobbie S. Chambers
Notary

My Commission Expires: 9-7-08

Mail to: Brian K. Kelly, President of River Walk Plantation HOA
Post Office Box 26
Belmont, NC 28012

JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, N.C.

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration: 03/14/2007 10:57 AM

Book: RE 21909 Page: 203-205

Document No.: 2007050583

AGMT 3 PGS $17.00

Recorder: SERENA ROSS

JUDITH A. GIBSON REGISTER OF DEEDS MECKLENBURG COUNTY, NC

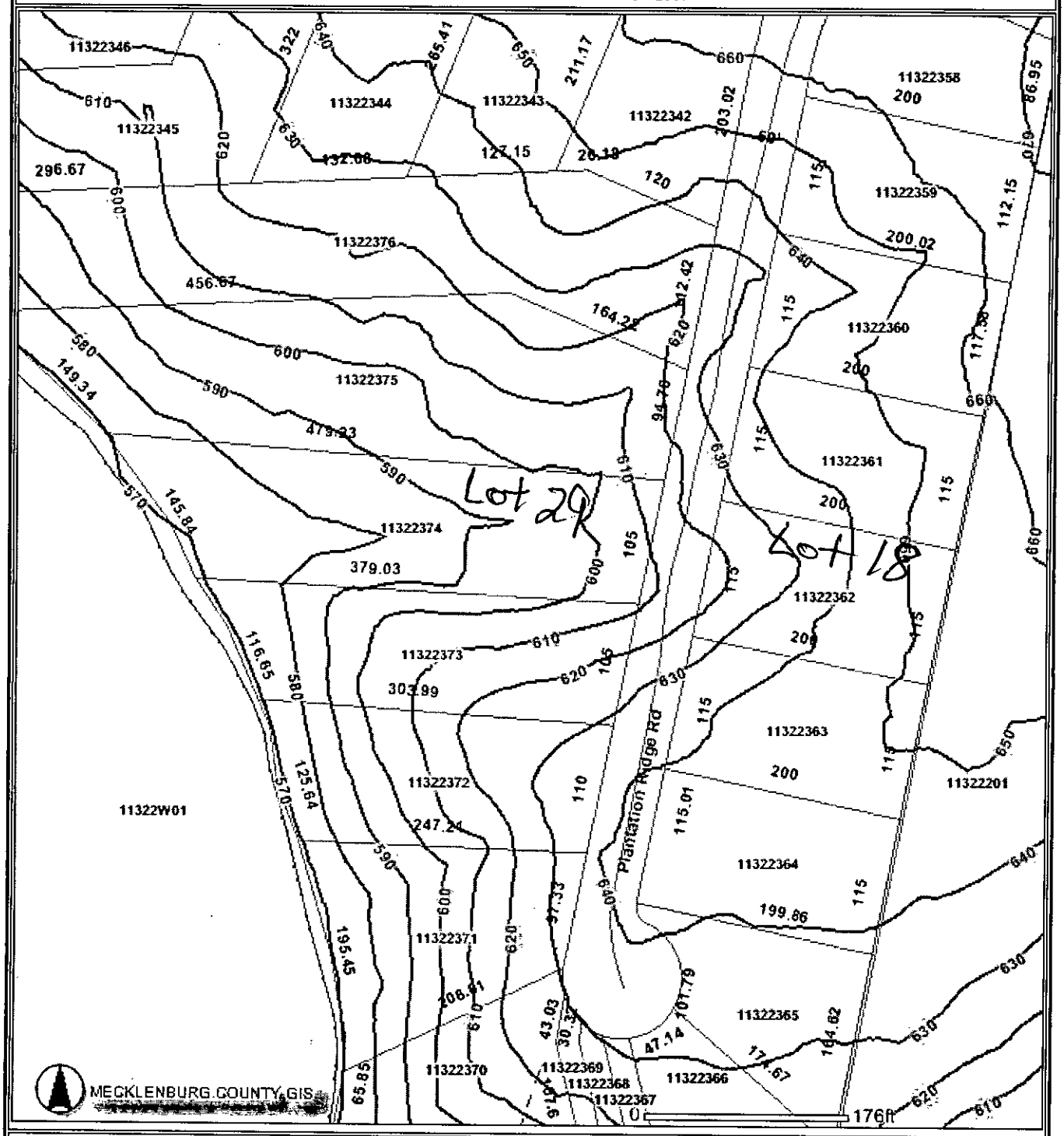
2007050583

Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Feb 6 10:03:37 EST 2007



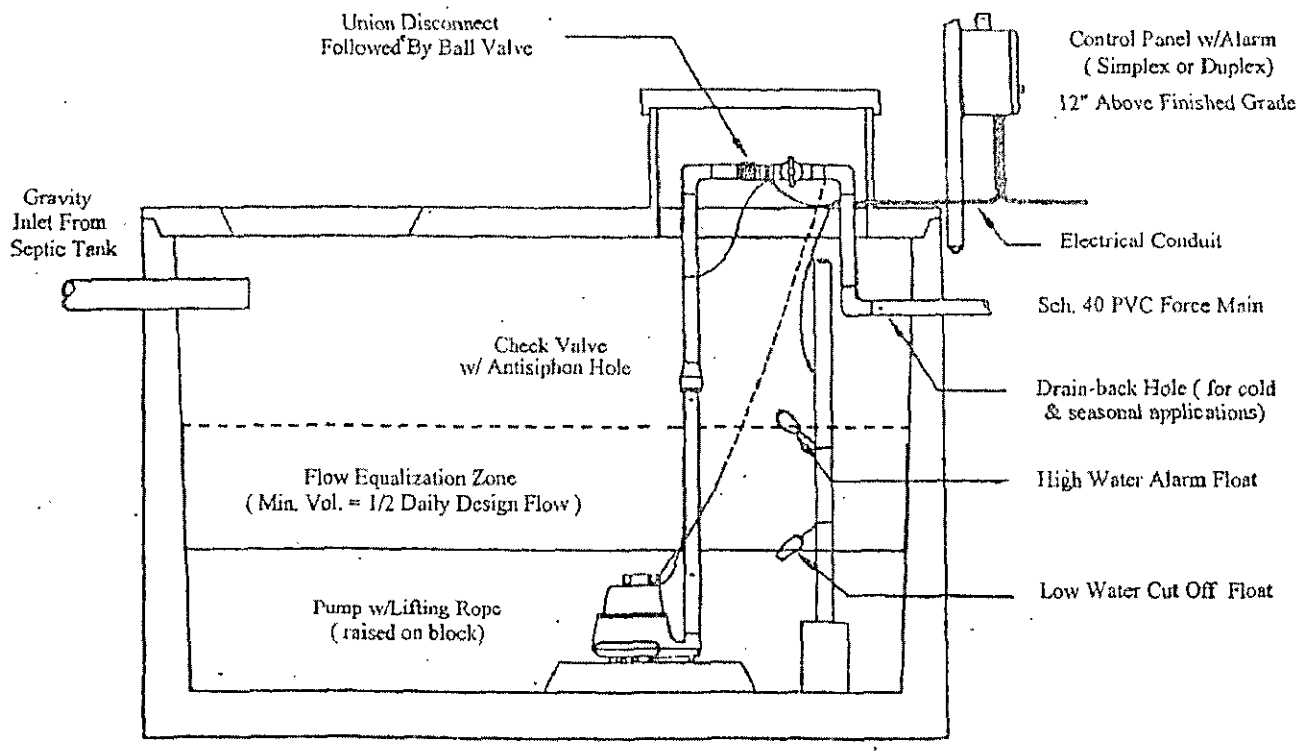
This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

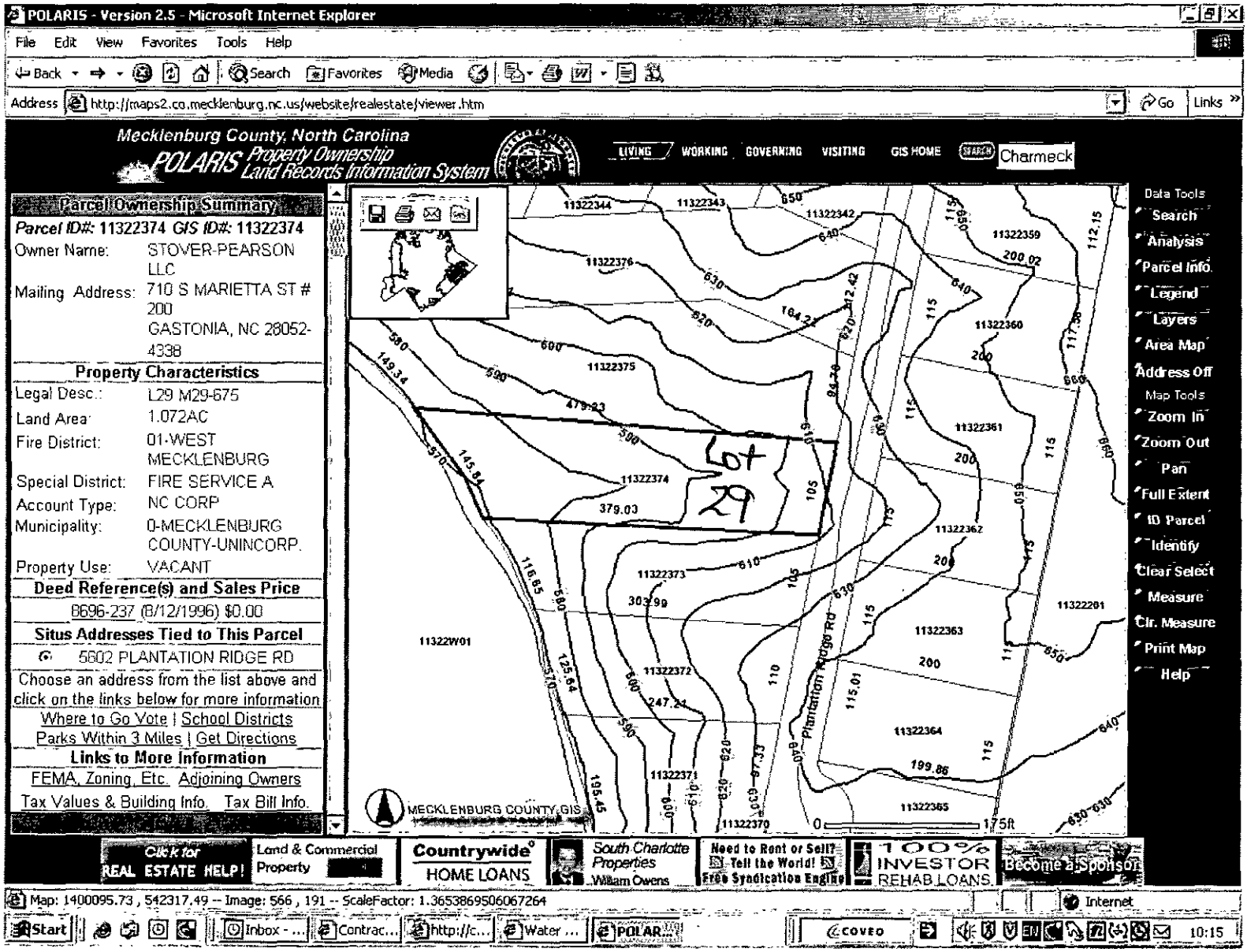
Typical Pump Tank Detail

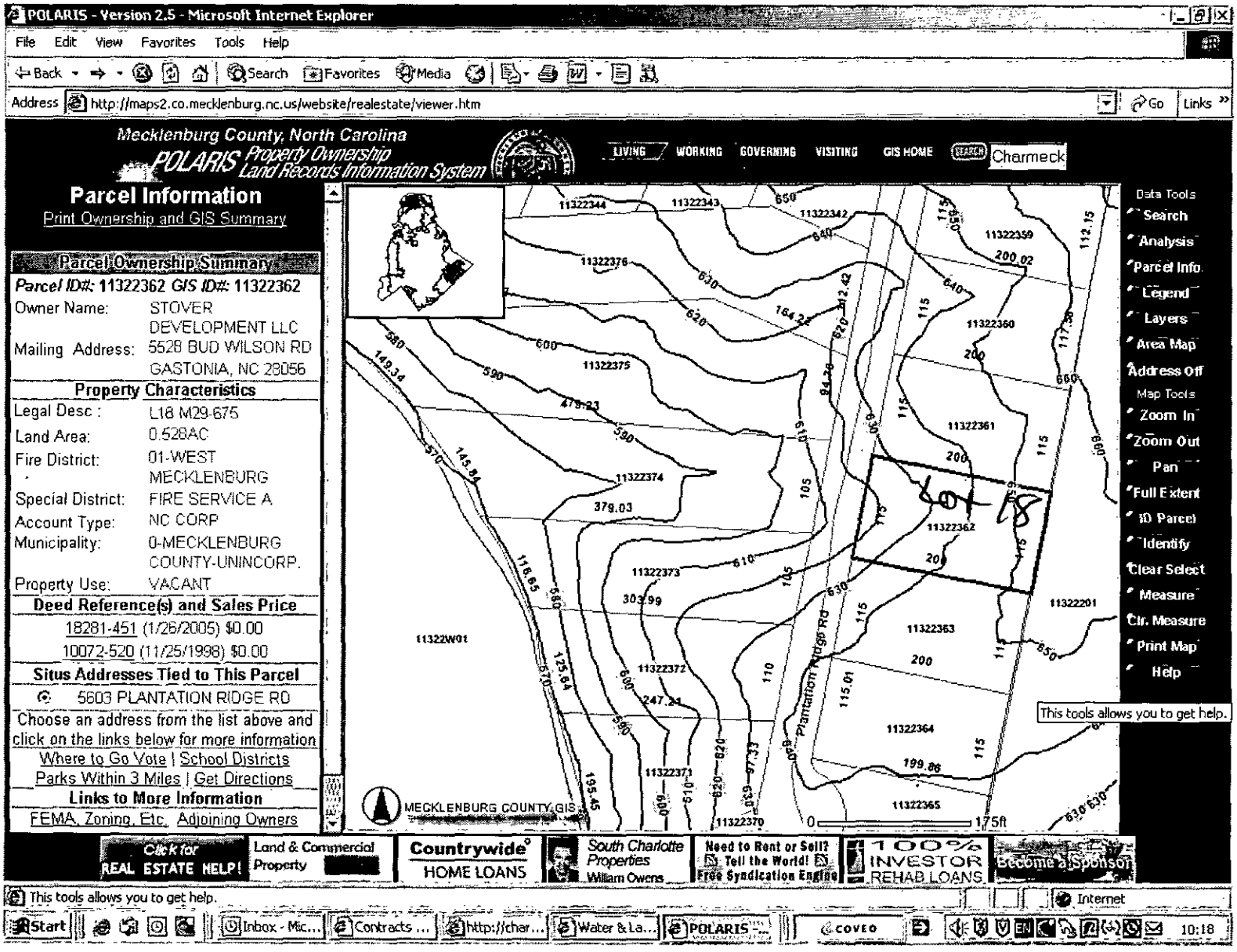
1. The pump tank shall have a watertight access manhole (minimum diameter of 24 inches) with a removable lid located over the pump. The manhole access shall extend a minimum of 6 inches above finished grade.
2. Pump and control circuits shall be provided with manual circuit disconnects within a watertight, corrosion-resistant, outside enclosure (NEMA 4X or equivalent) adjacent to the pump tank, securely mounted at least 12 inches above finished grade. The pump(s) shall be manually operable without requiring the use of special tools or entrance into the tank for testing purposes. Conductors shall be conveyed to the disconnect enclosure through waterproof, gasproof, and corrosion-resistant conduits, with no splices or junction boxes provided inside the tank. Wire grips, duct seal, or other suitable material shall be used to seal around wire and wire conduit openings inside the pump tank and disconnect enclosure.
3. The pump tank shall have a properly functioning high-water alarm. The alarm circuit shall be supplied ahead of any pump overload and short circuit protective devices. The alarm shall be audible and visible by system users and included in the pump and control enclosure (Simplex or Duplex Control Panel).
4. A float tree shall be used for all systems requiring an effluent pump.
5. Float switches shall be secured to the float tree with stainless steel hose clamps. One clamp is required for each float installed. Plastic zip-ties and electrical tape will not be permitted for use.
6. The float switch for the high water alarm shall be set to activate within 6 inches of the pump-on level.
7. The pump-off level shall be set to keep the pump submerged at all times or in accordance with the manufacturer's specifications. A minimum of 12 inches of effluent shall be maintained in the bottom of the pump tank at all times.
8. The installer shall leave enough wiring inside the pump tank to allow for complete removal of the float tree without having to disconnect any electrical connections for the system.
9. The effluent pump shall be set on a concrete block placed in the bottom of the pump tank. The concrete block shall raise the bottom of the pump a minimum of 6" off of the bottom of the pump tank.
10. Pump discharge piping shall be of Schedule 40 PVC or stronger material and adequately secured.
11. The pump discharge piping shall have a properly installed check valve.
12. If required a 3/16" anti-siphon hole shall be drilled in the discharge piping between the pump and the check valve.
13. A threaded union shall be installed on the discharge piping inside the pump tank.
14. A ball or gate valve shall be installed on the discharge piping inside the pump tank. The valve shall be installed after the check valve and union.
15. All submersible pumps shall be provided with a corrosion-resistant rope or chain attached to each pump enabling pump removal from the ground surface without requiring dewatering or entrance into the pump tank.
16. A leak detection test to ensure that the pump tank is watertight may be required on two piece pump tanks.

*See drawing on back of this sheet for reference.

Typical Pump Tank Drawing
Not to Scale




POLARIS - Version 2.5 - Microsoft Internet Explorer
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Address http://maps2.co.mecklenburg.nc.us/website/realestate/viewer.htm
Mecklenburg County, North Carolina
POLARIS Property Ownership Land Records Information System
LIVING WORKING GOVERNING VISITING GIS HOME SEARCH Charmeck
Parcel Ownership Summary
Parcel ID#: 11322374 GIS ID#: 11322374
Owner Name: STOVER-PEARSON LLC
Mailing Address: 710 S MARIETTA ST # 200 GASTONIA, NC 28052-4338
Property Characteristics
Legal Desc.: L29 M29-675
Land Area: 1.072AC
Fire District: 01-WEST MECKLENBURG
Special District: FIRE SERVICE A
Account Type: NC CORP
Municipality: 0-MECKLENBURG COUNTY-UNINCORP.
Property Use: VACANT
Deed Reference(s) and Sales Price
8696-237 (8/12/1996) $0.00
Situs Addresses Tied to This Parcel
5602 PLANTATION RIDGE RD
Choose an address from the list above and click on the links below for more information
Where to Go Vote | School Districts
Parks Within 3 Miles | Get Directions
Links to More Information
FEMA, Zoning, Etc. Adjoining Owners
Tax Values & Building Info. Tax Bill Info.
Lot 29
Plantation Ridge Rd
MECKLENBURG COUNTY GIS
0 175ft
Data Tools
Search
Analysis
Parcel Info.
Legend
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Map Tools
Zoom In
Zoom Out
Pan
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ID Parcel
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South Charlotte Properties William Owens
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Map: 1400095.73 , 542317.49 -- Image: 566 , 191 -- ScaleFactor: 1.3653869506067264
Internet
Start
10:15


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Address http://maps2.co.mecklenburg.nc.us/website/realestate/viewer.htm
Go Links
Mecklenburg County, North Carolina
POLARIS Property Ownership Land Records Information System
LIVING WORKING GOVERNING VISITING GIS HOME SEARCH Charmeck
Parcel Information
Print Ownership and GIS Summary
Parcel Ownership Summary
Parcel ID#: 11322362 GIS ID#: 11322362
Owner Name: STOVER DEVELOPMENT LLC
Mailing Address: 5528 BUD WILSON RD GASTONIA, NC 28056
Property Characteristics
Legal Desc : L18 M29-675
Land Area: 0.528AC
Fire District: 01-WEST MECKLENBURG
Special District: FIRE SERVICE A
Account Type: NC CORP
Municipality: 0-MECKLENBURG COUNTY-UNINCORP.
Property Use: VACANT
Deed Reference(s) and Sales Price
18281-451 (1/26/2005) $0.00
10072-520 (11/25/1998) $0.00
Situs Addresses Tied to This Parcel
5603 PLANTATION RIDGE RD
Choose an address from the list above and click on the links below for more information
Where to Go Vote | School Districts
Parks Within 3 Miles | Get Directions
Links to More Information
FEMA, Zoning, Etc. Adjoining Owners
Data Tools
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Analysis
Parcel Info
Legend
Layers
Area Map
Address Off
Map Tools
Zoom In
Zoom Out
Pan
Full Extent
ID Parcel
Identify
Clear Select
Measure
Clr. Measure
Print Map
Help
This tools allows you to get help.
MECKLENBURG COUNTY GIS
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Inbox - Mic...
Contracts ...
http://char...
Water & La...
POLARIS ...
COVEO
10:18

Parcel No. 113-221-

Mail after recording to **Mr. and Mrs. Charles M. Bliss, 10231 Tabernay Parkway, Charlotte, NC 28262**
This instrument was prepared by **David W. Smith, III, Attorney at Law, Gastonia, NC**

Brief Description for the index | **No title examination by preparing attorney**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **January 23, 2007**, by and between

GRANTOR	GRANTEE
JEFFERY W. STOVER and wife, DEBORAH H. STOVER, d/b/a Stover Construction	**CHARLES M. BLISS and wife, MARY T. LE-BLISS** **10231 Tabernay Parkway Charlotte, NC 28262**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in or near the City of **Charlotte, Berryhill** Township, **Mecklenburg** County, North Carolina and more particularly described as follows:

BEING the full contents of Lot No. 18, Map 2, of RIVER WALK PLANTATION SUBDIVISION as shown in Map Book 29 at Page 675 in the Mecklenburg County Registry, to which reference is hereby made for a more full and complete description of said lot by metes and bounds.

Title Reference: Book 10072 at Page 520 in the Mecklenburg County Registry.

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

_____
(Corporate Name)

By: _____
President

ATTEST:

_____
Secretary (Corporate Seal)

USE BLACK INK ONLY

_____ (SEAL)
Jeffery W. Stover

_____ (SEAL)
Deborah H. Stover

_____ (SEAL)

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **Jeffery W. Stover and wife, Deborah H. Stover, Grantors,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires: _____

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

Scott Wilkinson & Associates
8604 Cliff Cameron Dr #110
Charlotte, NC 28269

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, approved and recorded. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (For, 2A3-T).

Charles M. Bliss
Mary Le-Bliss

as Buyer, hereby offers to purchase and

~~Pearson Properties~~ Stover - Pearson, LLC

as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address Lot 29 Plantation Ridge Zip _____
Subdivision Name Plantation Ridge
Plat Reference: Lot _____, Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 125,000.00 and shall be paid as follows:

(a) $ 1,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: na to be deposited and held in escrow by ~~Pearson Properties~~ Pearson - Gray & CMB ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach. **NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) $ na, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ na, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ na, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) $ na, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 124,000.00, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☒ Conventional ☐ Other: na loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 112,500.00 for a term of 30 yr amort for 5 year(s), at an initial interest rate not to exceed 8.0 % per annum, with mortgage loan discount points not to exceed -0- % of the loan amount. Buyer shall apply for said loan within 1 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or

before August 15, 2006 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes ("Intended Use").

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing. Special WP CAB

(e) Title must be delivered at Closing by ~~GENERAL~~ WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:

none

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

na

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ -0- $220.00 per per year CAB

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing $ -0- toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before August 31, 2006, at a place designated by Buyer. The deed is to be made to Charles Bliss and Mary Bliss.

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

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

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

☒ **ALTERNATIVE 1:**

(a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination,

law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by July 31, 2006 that this condition cannot be satisfied, **time being of the essence.**

(b) Sewer System (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

☐ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☐conventional or ☐ other _____ ground absorption sewage system for a _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than _____ , shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

(c) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an apraisal, Buyer shall arrange to have the appraisal completed on or before 2wks from acceptance . The cost of the appraisal shall be borne by Buyer.

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

☐ **ALTERNATIVE 2:** *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on na , *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence,* this is contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

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

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

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

na

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

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER Charles M. Bliss DATE 07/14/06 (SEAL)
Charles M. Bliss

BUYER _____ DATE _____ (SEAL)
Mary Le-Bliss

SELLER Joseph P. Pearson DATE Jul 23, '06 (SEAL)
~~Pearson Properties~~ Stover - Pearson LLC

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

Date _____ Firm: _____

By: _____
(Signature)

Selling Agent/Firm/Phone Ann Travis 800-708-0049 FAX
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent 704-777-4255

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

Scott Wilkinson & Associates
8604 Cliff Cameron Dr #110
Charlotte, NC 28269

ADDITIONAL PROVISIONS ADDENDUM

Property Address: Lot 29 Plantation Ridge

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

1. na **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to na, on or before na ☐ AM ☐ PM, on na, or until withdrawn by Buyer, whichever occurs first.

2. x **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 Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. x **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other na ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 2 wks from acceptance, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by July 31, 2006 that this condition cannot be satisfied, **time being of the essence.**

4. 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 may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. na **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at:
na

on or before na. If this contingency is not removed on or before midnight of na, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

6. 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 na, 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 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. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

7. na **HOME WARRANTY** (select only one of the following): ☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ na and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from na at a cost of $ na and will pay for it at Closing.

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

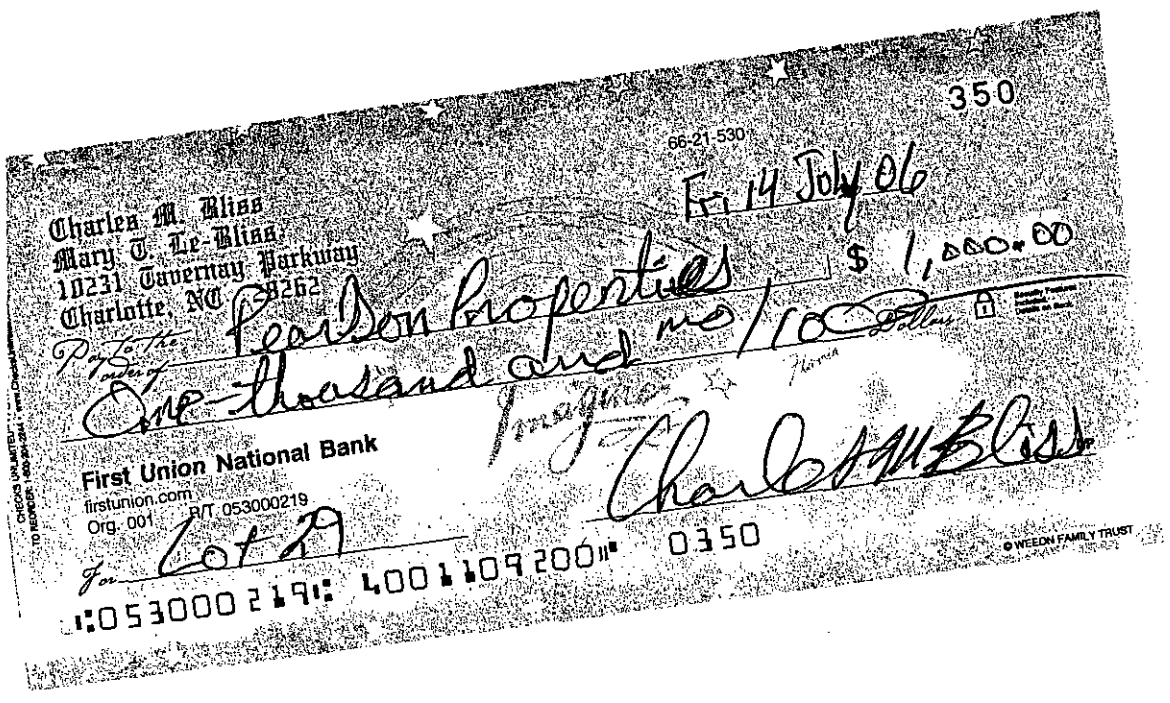
THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC

TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER Charles M. Bliss DATE 07/14/06 (SEAL)

Charles M. Bliss

SELLER ~~Pearson Properties~~ Stover - Pearson LLC DATE Jul 23, '06 (SEAL)



Charles M. Bliss
Mary T. Le-Bliss
10231 Tuvernay Parkway
Charlotte, NC 28262

350

66-21-530

Fri 14 July 06

Pay to the order of Pardon Properties $ 1,000.00

One thousand and no/100 Dollars

First Union National Bank
firstunion.com
Org. 001 R/T 053000219

For Lot 29

Charles M Bliss

:053000219: 4001109206" 0350

© WEEDON FAMILY TRUST

MECKLENBURG COUNTY
Health Department

July 29, 2005

Amala Nicholas
1501 Stoneybrook Crescent
Windsor, Ontario N9G-2Z4

Re: Application for improvement permit for
Property Site: Lot 29 Plantation Ridge Drive
Health Department file number: **6052B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **July 28, 2005** evaluated the above-referenced property at the site designated on the plat that accompanied your improvement permit application. According to your application the site is to serve a residence, with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☒ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement

permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the
N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is **July 29, 2005**. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

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

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

Sincerely,

DC RS 7/29/05

David Cornelius, R.S.
Authorized Agent - DENR

Encl: (2)

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

Sheet: 1 of 2
Property ID # 113-223-74
Lot #: 29
File #: 6052B
Code: 3

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Amala Nicholas
Applicant:
Address: 1501 Stoneybrook Crescent, Windsor, Ontario, N9G-2Z4
Date Evaluated: 8/30/05
Proposed Facility: Residence
Design Flow (.1949): No bedroom number given
Property Size: 1.07a
Location of Site: 5602 Plantation Ridge Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] *Cut*
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 *Soil* Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	DEPRESSION 8	0-4	GR/CL	FR/SEXP/SS/SP	>51" TO SOIL WETNESS	51	N/A	NONE	US, IV .25GPD/FT^2
		4-20	SBK/CL	"					
		20-51	SBK/C	FI/SEXP/S/P					
2	DEPRESSION 6	0-6	GR/L	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	US, IV .3GPD/FT^2
		6-40	SBK/CL	"					
		40-48	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR	.275GPD/FT^2	.275GPD/FT^2

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 8/30/2005
Others Present: C. Sherrill

COMMENTS:
100% repair, virtually entire lot appears to be in a depression

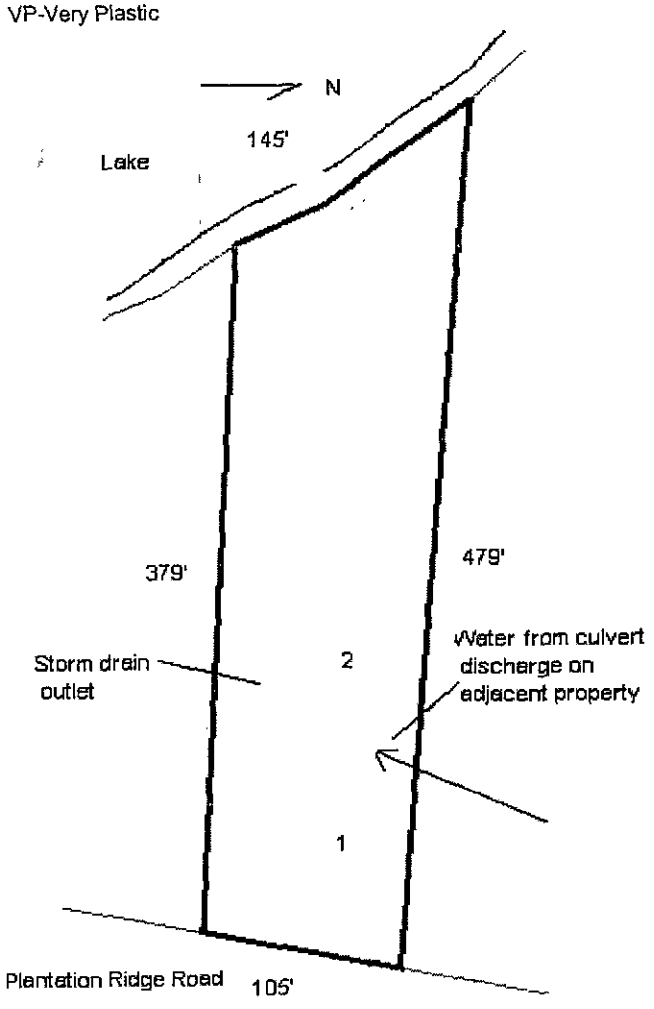
Landscape Position	Group	Texture	.1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
CV-Convex Slope		SICL-Silty Clay Loam	
T-Terrace		CL-Clay Loam	
FP-Flood Plain		SCL-Sandy Clay Loam	
	IV	SC-Sandy Clay	0.4 - 0.1
		SIC-Silty Clay	
		C-Clay	

Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

Consistence
Moist
VFR-Very Friable
FR-Friable
FI-Firm
VFI-Very Firm
EFI-Extremely Firm

Consistence
Wet
NS-Non-Sticky
SS-Slightly Sticky
S-Sticky
VS-Very Sticky
NP-Non-Plastic
SP-Slightly Plastic
P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive



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

Sheet: 1 of 2
Property ID # 113-223-74
Lot #: 29
File #: 6052B
Code: 3

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Amala Nicholas
Applicant:
Address: 1501 Stoneybrook Crescent, Windsor, Ontario, N9G-2Z4
Date Evaluated: 7/19/2005
Proposed Facility: Residence
Design Flow (.1949): No bedroom number given
Property Size: 1.07a
Location of Site: 5602 Plantation Ridge Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941		OTHER PROFILE FACTORS				Profile Class & LTAR
			.1941 Structure/ Texture	.1941 Consistence Mineralogy	.1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	
	VIRTUALLY	THE	ENTIRE LOT	IS IN A DRAINAGEWAY	AREA W/ NOT ENOUGH	AREA	FOR	DRAIN	LINE LOCATIONS

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

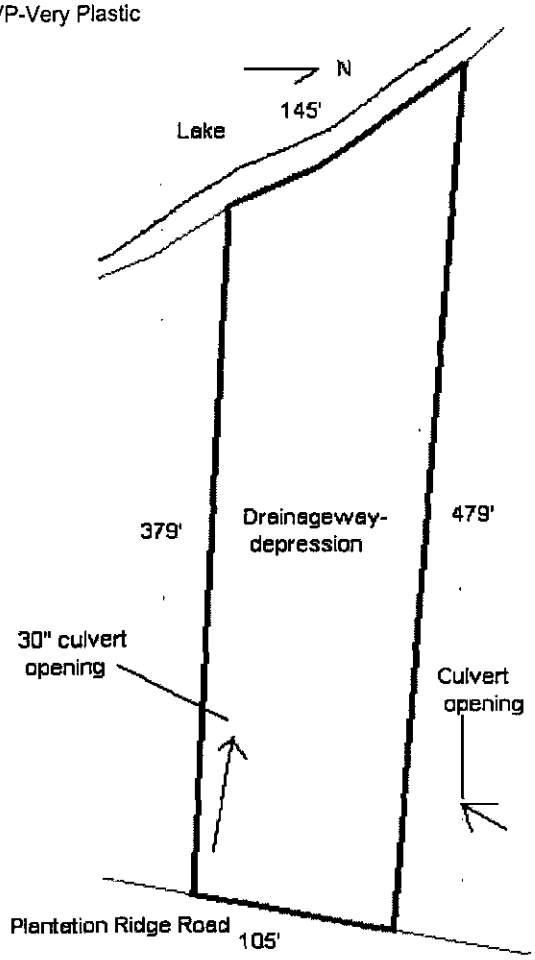
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 7/19/2005, W. R. Marlin
Others Present:

COMMENTS:

100% repair, lot is unsuitable because of landscape position and topography

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-Food 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		CL-Clay Loam		
FP-Flood Plain		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	



ASC

GWS – RES. APP 12/04

SEPTIC FEE: $200.00
DATE: 6/28/05
CRT [ ]: MC VW

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

WELL FEE:
DATE:
CRT [ ]:

FILE # 6052B

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM EXISTING SYSTEM: ☐ EXPANSION/ALTERATION ☐ REPAIR

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 11322374
STREET ADDRESS: Lot 29 Plantation Ridge Drive
CITY: Charlotte
STATE: NC ZIP: 28214
SUBDIVISION OR MOBILE HOME PARK NAME: River Walk Plantation
LOT #: 29

TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☒ BASEMENT WITH PLUMBING
☐ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:
NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☒ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☐ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☒ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: Amala Nicholas
ADDRESS: 1501 Stoneybrook Crescent
CITY: Windsor
STATE: Ontario ZIP: N9G-2Z4
HOME PHONE: 519-250-1469 WORK PHONE:
MOBILE PHONE: 519-564-4236 FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Deed Book 08696 page 237
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? AUGUST 15, 2005

*An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Nicholas
Owner's/Agent's Signature Date

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT & NATURAL RESOURCES DIVISION
OF ENVIRONMENTAL HEALTH ON-SITE
WASTEWATER SECTION

*A Well Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

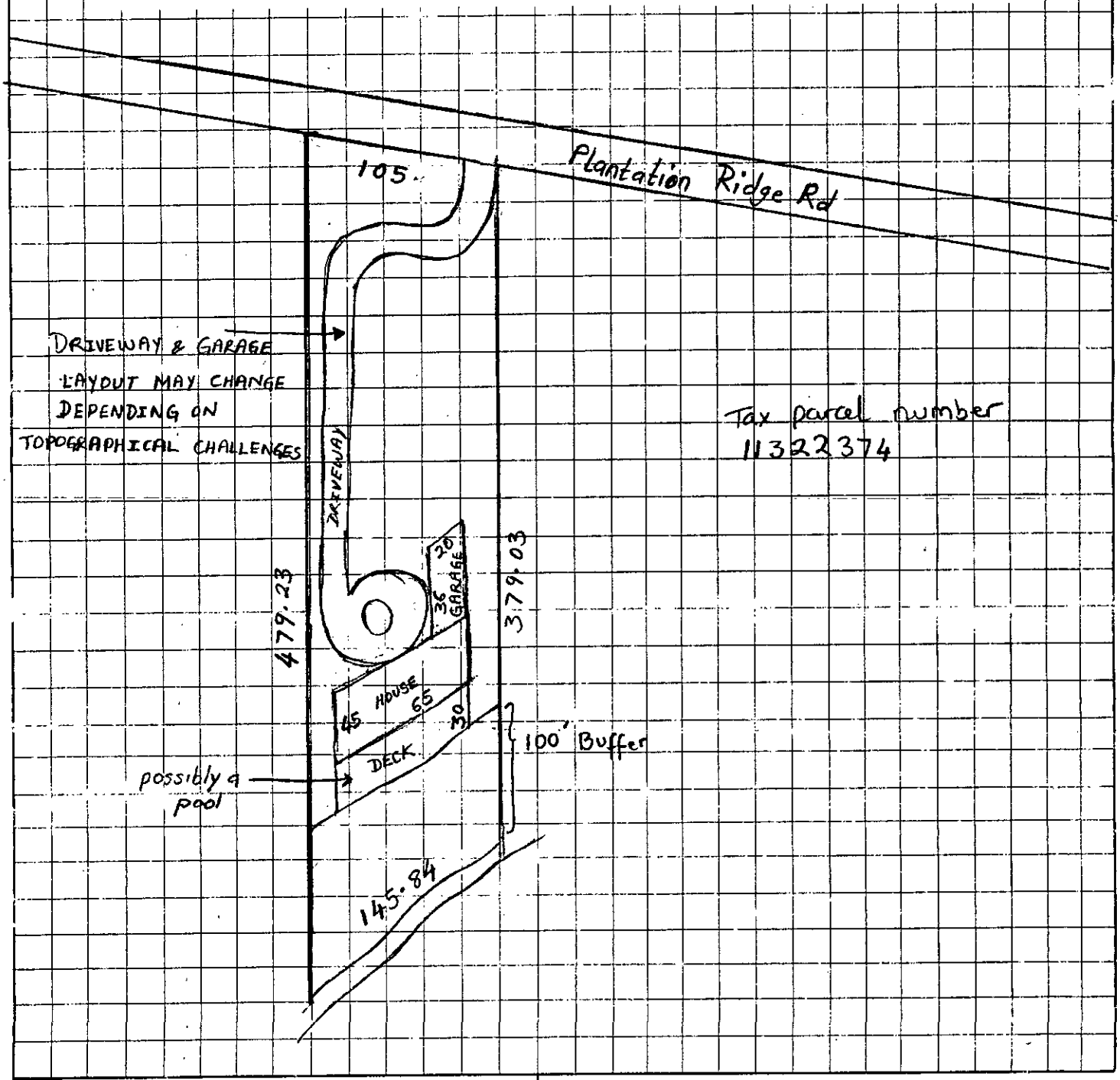
PROPOSED PLOT PLAN — Copy of survey to follow.

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

FILE: _____

TC: _____

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

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