

7429 BABE STILLWELL FARM RD

00915139

8/20/08

marliwr

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

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

Passed WASPS

GWS File #: 19155 WASPS App #: 2150

Primary ES assigned to project: _____

Secondary ES assigned to project: _____

Project Type: New System ☑ Alteration ☐ Repair ☐ Modified Plot Plan ☐

I. File Review:

Rule or Law				
	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☑
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☑	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☑	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: _____ Were sufficient auger borings made?	Yes ☐	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR	Yes ☐	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☐
.1945(b)	Proposed System Type stated-Repair	Yes ☐	No ☐	N/A ☐
130A-336 (a)(3)	System location identifiable by setbacks -- Initial	Yes ☐	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown -- Initial	Yes ☐	No ☐	N/A ☐
.1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☐

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench depth indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☑	No ☐	N/A ☐

Operation Permit

.1937(i)	System type as described in table V(a) of rule .1961	Yes ☑	No ☐	N/A ☐
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☑	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☐
Installation approval issued	Yes ☐	No ☐	N/A ☐
Operation permit issued	Yes ☐	No ☐	N/A ☐
Other related documentation	Yes ☐	No ☐	N/A ☐

Items requiring correction/modification: _____

Comments:

_____

_____

_____

_____

_____

IA issued date: 10-12-07

OP issued date: 10-15-07

Review performed by: _____ Date performed: 10/15

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

OPERATION PERMIT for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 19155 Permit #: 2150 Tax Parcel #: 009-151-39

Property Owner: SCOTT WARD

Job Location Address: 7429 BABE STILLWELL FARM ROAD

City: HUNTERSVILLE State: NC Zip Code: 28078

Operation Permit Issuance Date: 10/15/07 Contractor Name: GARY LEATHERMAN

Permitted Design Flow: 360 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: — gallons

Effluent Pump Model: —

Drainfield Installation ☐ N/A

Trench Depth: 24 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 300 feet

# of Lines: 3 @ 100 feet

Depth of Media: 12 inches (Type) CHAMBERS

Depth of Cover: 12 inches

Distribution Device: D-BOX

Bed Installation *(For Repair Installations ONLY.)* ☒ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Water Supply Source

☒ Municipal ☐ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: >5' feet

Distance from Property Line: >10' feet

Distance from Water Supply Source: >100' feet

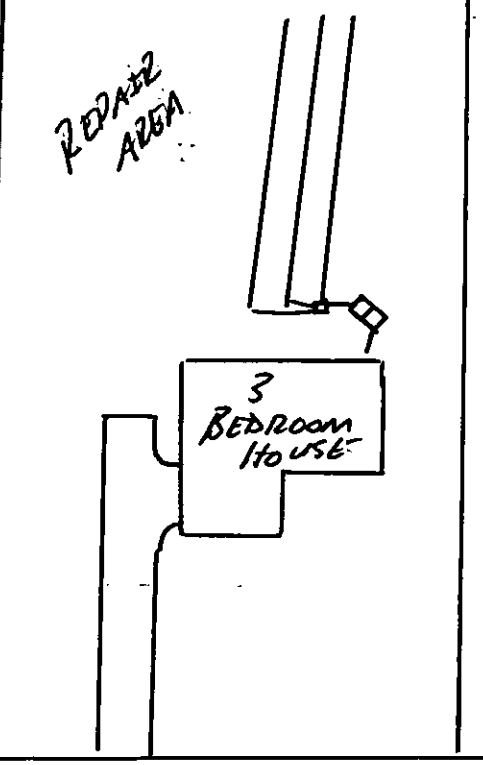
Inspection Dates

Tank(s) Inspected: 10/15/07

Excavation Inspected: 10/15/07

Pump & Controls Inspected: —

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



The undersigned has inspected the Septic Tank System described above, and certifies it has been ☒ installed ☐ altered ☐ repaired ☒ as detailed in the plot above ☐ in accordance with the permit issued and meets the provisions of 15A NCAC 18A. 1900, "Laws and Rules for Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. The issuance of this 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 15A NCAC 18A. 1900 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 or Revocation of this permit.

Comments: System Classification & Type: III g

DENR Authorized Agent: Jeremy Michalove, R.S. Signature: Jeremy Michalove, R.S.

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

OPERATION PERMIT for an
ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 19155 Permit #: 2150 Tax Parcel #: 009-151-39

Property Owner: SCOTT WARD

Job Location Address: 7429 BABE STILLWELL FARM ROAD

City: HUNTERSVILLE State: NC Zip Code: 28078

OPERATION PERMIT CONDITIONS:

I. Performance: System shall perform in accordance with 15A NCAC 18A .1961.

II. Monitoring: System shall be monitored as required by 15A NCAC 18A .1961.

III. Maintenance: Ground absorption sewage treatment and disposal systems shall be checked, and the contents of the septic tank removed, periodically from all compartments, to ensure proper operation of the system. The contents shall be pumped whenever the solids level is found to be more than 1/3 of the liquid depth in any compartment.

IV. Operation: System shall be operated in accordance with 15A NCAC 18A .1961.

System Classification: IIIg

*Operation Permits for Type V and VI systems expire five (5) years from the date of issuance (in accordance with Table V(a)). The system owner must contact GWS six (6) months prior to expiration for permit renewal.

Subsurface system operator required: Yes ☐ No ☒

☐ This type of system requires the system owner to maintain a contract with a certified operator to perform system inspection, maintenance, and reporting as required in 15A NCAC 18A .1961. and Table V(a). The system owner is responsible for all fees associated with these services.

☒ System does not require inspection by GWS on a routine frequency.

☐ System requires inspection by GWS once every five (5) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every three (3) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every twelve (12) months. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every six (6) months. The system owner is responsible for all fees associated with the inspection.

V. Other:

DENR Authorized Agent: Jeremy Michelow R.S. Date: 10/15/07

Signature: Jeremy Mich, R.S.

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

INSTALLATION APPROVAL for an
ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 19155 Permit #: 2150 Tax Parcel #: 009-151-39

Property Owner: SCOTT WARD

Job Location Address: 7429 BARE STILLWELL FARM ROAD

City: HUNTERSVILLE State: NC Zip Code: 28078

Installation Approval Issuance Date: 10/12/07

Permission is hereby given to ☒ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before _____, after which date this approval 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 granting this approval. 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 of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 360 GPD
Site LTAR: 0.3 GPD/ft² (For new installations only.)
Liquid Capacity of Septic Tank: 1500 gallons
Liquid Capacity of Dosing Tank: ——— gallons

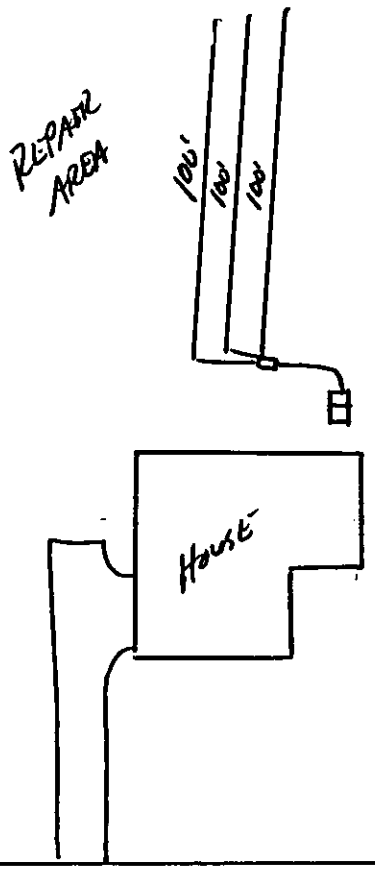
Drainfield Design ☐ N/A
Trench Depth: 36 inches
Trench Width: 3 feet
Line Spacing: 9 feet (O.C.)
Total line length: 300 feet
# of Lines: 3 @ 100 feet
Depth of Media: 12 inches (Type) 25% Red.
Distribution Device: D-Box

Bed Design *(For Repair Installations ONLY.)* ☒ N/A
Bed Depth: _____ inches
Bed Width: _____ feet
Total line length: _____ feet
# of Lines: _____ @ _____ feet
Depth of Media: _____ inches (Type) _____
Distribution Device: _____

Water Supply Source
☒ Municipal ☐ Private Well ☐ Community Well
☐ Other _____

Minimum System Setbacks
Distance from Building Foundation: >5' feet
Distance from Property Line: >10' feet
Distance from Water Supply Source: >100' feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: III g 25% Red.
Well Must Be Properly Abandoned Before C.O.

DENR Authorized Agent: Jeremy Nicholson R.S. Signature: Jeremy Nicholson R.S.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	03/30/07	**Amount:**	150.00
Receipt #:	49915	**Tendered:**	0.00
Check / Auth #:	VISA 036041	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: SCOTT WARD CONSTRUCTION
Attn:
Address: 139 POINTSETTA LANE
Address:
City/State/Zip: MOORESVILLE, NC 28117

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 7429 BABE STILLWELL FARM RD		1	150.00	150.00

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

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	03/30/07	**Amount:**	150.00
Receipt #:	49916	**Tendered:**	0.00
Check / Auth #:	VISA 036041	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: SCOTT WARD CONSTRUCTION
Attn:
Address: 139 POINSETTA LANE
Address:
City/State/Zip: MOORESVILLE, NC 28117

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 7429 BABE STILLWELL FARM RD		1	150.00	150.00

Outstanding Balances

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

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **19155** Tax Number: **00915139**

- 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.

LD 2779 227558

Basement: ☐ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ 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:

0.3 Long-term acceptance rate (GPD/ft^2)	**480** Max gallons/day wastewater flow	**1200** Absorption Area (ft^2)	**9** Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	**1500** Gallon septic tank	**400** Total trench length (ft)	**30** Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	**NA** Gallon pump tank	**NA** Depth of stone (in)	

Any surface water present: **NO** Type: Minimum separation distance (ft):

Additional conditions: **Well to be abandoned before OP release.**
~~**Agreement forms on file before CA release.**~~

Repair Area System

Type: ☐ 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:

1200 Absorption Area (ft^2) **400** Total trench length (ft)	**NA** Depth of stone (in)	**9** Trench spacing (min. on centers) (ft)	**30** Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

Tony Mucha, R.S. 12/1/05
DENR Authorized Agent Date

Scott Ward 3/30/07
Owner/Agent Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
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

FILE # 19155

PARCEL # 009-151-39

ADDRESS - 7429 BABE STILWELL FARM ROAD

COMMENTS:

→ FOUR BEDROOM HOUSE

→ 1500 GALLON SEPTIC TANK

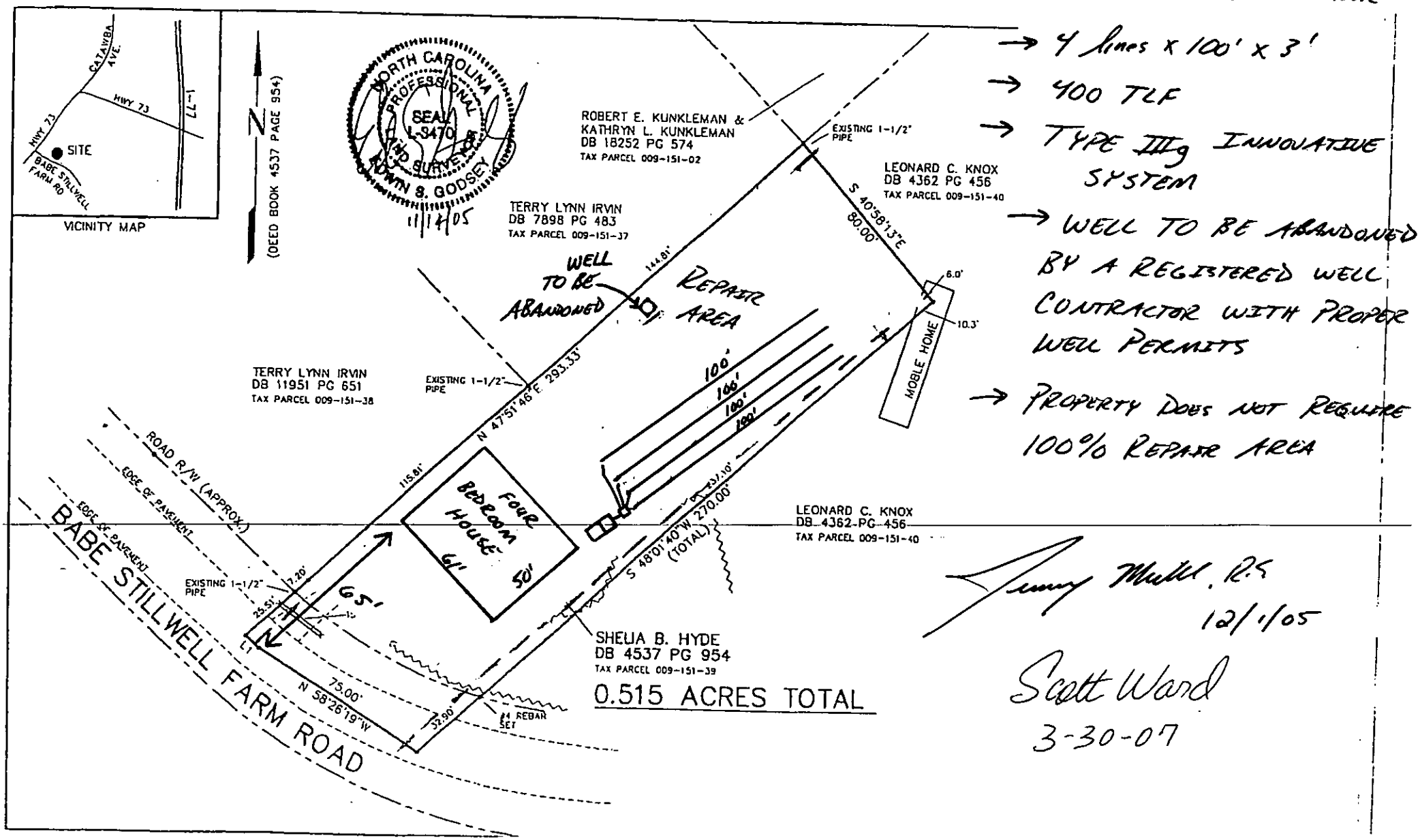
→ 4 lines x 100' x 3'

→ 400 TLF

→ TYPE IIIg INNOVATIVE SYSTEM

→ WELL TO BE ABANDONED BY A REGISTERED WELL CONTRACTOR WITH PROPER WELL PERMITS

→ PROPERTY DOES NOT REQUIRE 100% REPAIR AREA



Jimmy Mullis, R.S.
12/1/05

Scott Ward
3-30-07

TO: JEREMY P. MICHELONE, R.S. FAX: 704-336-6594

Subj: **SEPTIC SYSTEM APPROVAL PROCESS - 7429 BABE STILLWELL FARM ROAD, HUNTERSVILLE**
Date: 3/27/2007 10:38:30 PM Eastern Standard Time
From: ScottWardConst
To: michejp@co.mecklenburg.nc.us

Jeremy,

Hello!

I got your information from Lisa McCarter (Planner 1 - Huntersville). I am a builder in Mooresville, NC. I am building a single family home in Mecklenburg County for the first time. The location is 7429 Babe Stillwell Farm Road in Huntersville (off of Hwy 73 across from Blythe Landing).

The homeowners purchased the lot and have a sealed survey showing the septic system requirements. I am not sure where the surveyor obtained the Septic System Information for the lot. The plan is to build a 3-Bedroom single family home for Anne and Alan Ross. I have laid out the home and planned area for the septic system (3 Lines at 100 Feet in Length) on the lot for your review. I now need to know the steps to follow to get Septic approval (if it does not currently exist). In Iredell County, I simply get a copy of the Improvement Permit from the office of Environmental Health. I am not sure where to begin in Mecklenburg County.

Thank you in advance for your assistance in the Septic Approval for this location. Please let me know if I need to meet you at the lot.

Scott Ward
Scott Ward Construction, Inc.
704-779-4277 (Cell)
http://www.scottwardconstruction.com/

139 Poinsetta Lane
Mooresville NC 28117

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com.

Mooresville/150 Office
Fax Cover Sheet

634 River Hwy
Mooresville, NC 28117

Phone: 704.664.9333
Fax: 704.664.9336

allentate.com

To: JEREMY MICHELONE Fax #: 704-336-6894

From: ROBBIE MASSENGILL Phone #: _____

Date: 12-6-05 Pages: 5

☐ Urgent ☐ For review & comment ☐ Final Copy

Comments:

JEREMY -

HERE IS THE LETTER YOU REQUESTED FOR 7429 BARE STILLWELL FARM RD. HUNTERSVILLE, NC 28078.

FILE # 19155

THANKS -

ROBBIE MASSENGILL

12/06/2005 15:48 FAX 002/005

FILE # 11153

PARCEL # 009-151-39

ADDRESS - 7429 BABE STILLWELL FARM ROAD

COMMENTS:

→ FOUR BEDROOM HOUSE

→ 1500 GALLON SEPTIC TANK

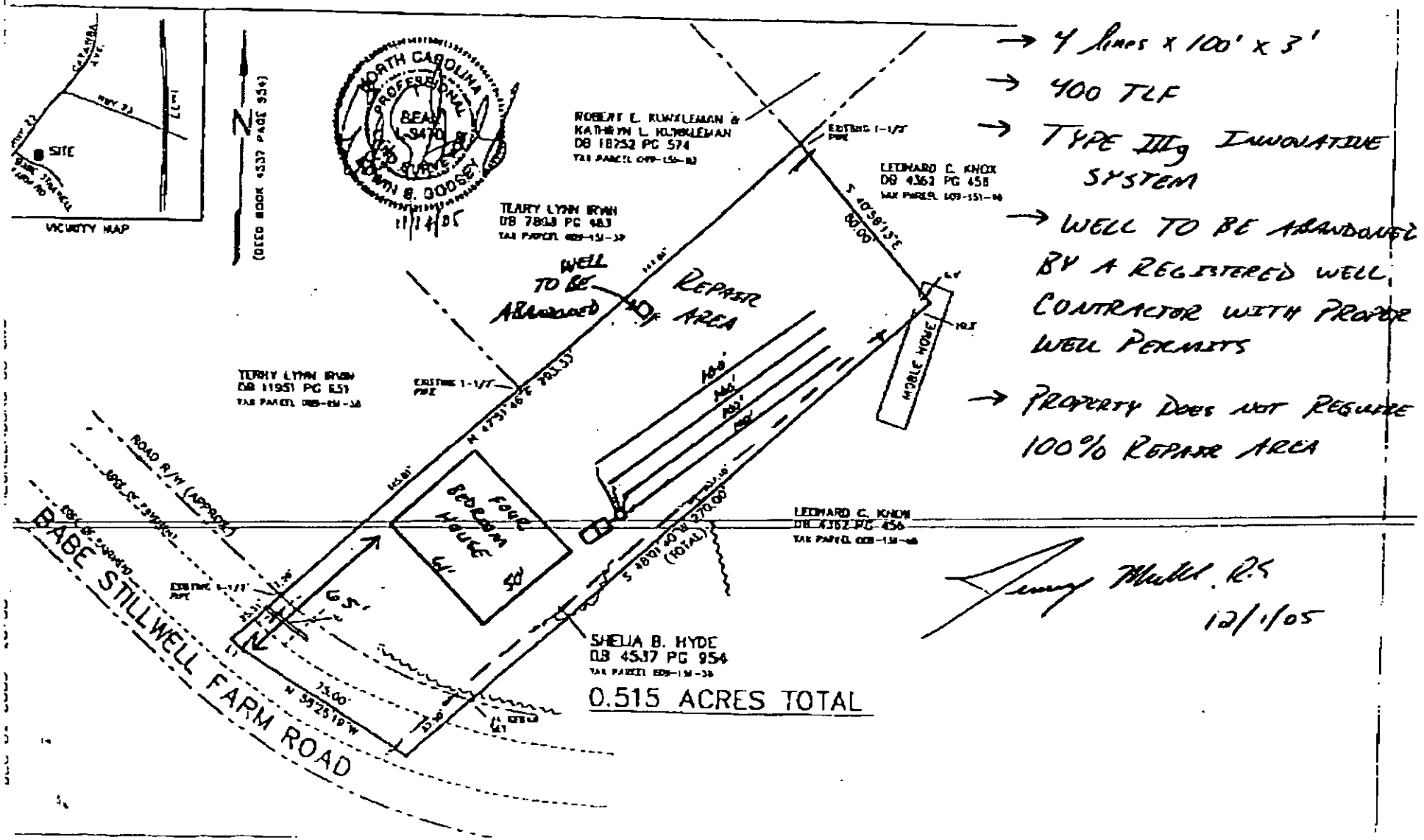
→ 4 LINES x 100' x 3'

→ 400 TLF

→ TYPE IIIg INNOVATIVE SYSTEM

→ WELL TO BE ABANDONED BY A REGISTERED WELL CONTRACTOR WITH PROPER WELL PERMITS

→ PROPERTY DOES NOT REQUIRE 100% REPAIR AREA



Jimmy Mullis R.S.
12/1/05

Permit Number: 19188 Tax Number: 00916139

- 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

Primary Wastewater System

Type: ☐ 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:

0.8 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1200 Absorption Area (ft^2)	8 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1600 Gallon septic tank	400 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	NA Gallon pump tank	NA Depth of stone (in)	

Any surface water present: NO Type: Minimum separation distance (ft):

Additional conditions: Well to be abandoned before OP release.
Agreement forms on file before CA release.

Repair Area System

Type: ☐ 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:

1200 Absorption Area (ft^2) 400 Total trench length (ft)	NA Depth of stone (in)	8 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment and Disposal Systems 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.

DENR Authorized Agent Date 12/1/05

Owner/Agent Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
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

IWWS-100196

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

PERMIT NUMBER: 19155
PARCEL NUMBER: 00915139

JOB LOCATION ADDRESS: 7429 Baba Stillwell Farm Road
PROPERTY OWNER: Anne & Alan Ross
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 12/01/06

Jeremy Michelone, R.S.
DEM/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 19155, 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 THE 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 CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-336(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.

5. OTHER CONDITIONS:
See Conditions of Improvement Permit.

The well at 7429 Babe St. Hwell Farm Rd. does not provide water to any of the surrounding properties.

X Shelia Hyde

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

Sheet: 1 of 2
Property ID: 009-151-39
Lot #:
File #: 19155
Code: 2

AC9

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Sheila B. Hyde
Applicant: Ann & Alan Ross
Address: PO Box 1220, 444PD Av., Norwood, N. C. 28128
Date Evaluated: 11/17/05
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .52a
Location of Site: 7429 Babe Stilwell Farm Road
Property Recorded:
Water Supply: [x] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-10	GR/SL	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		10-40	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		40-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-8	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		8-48	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR	.3GPD/FT^2	

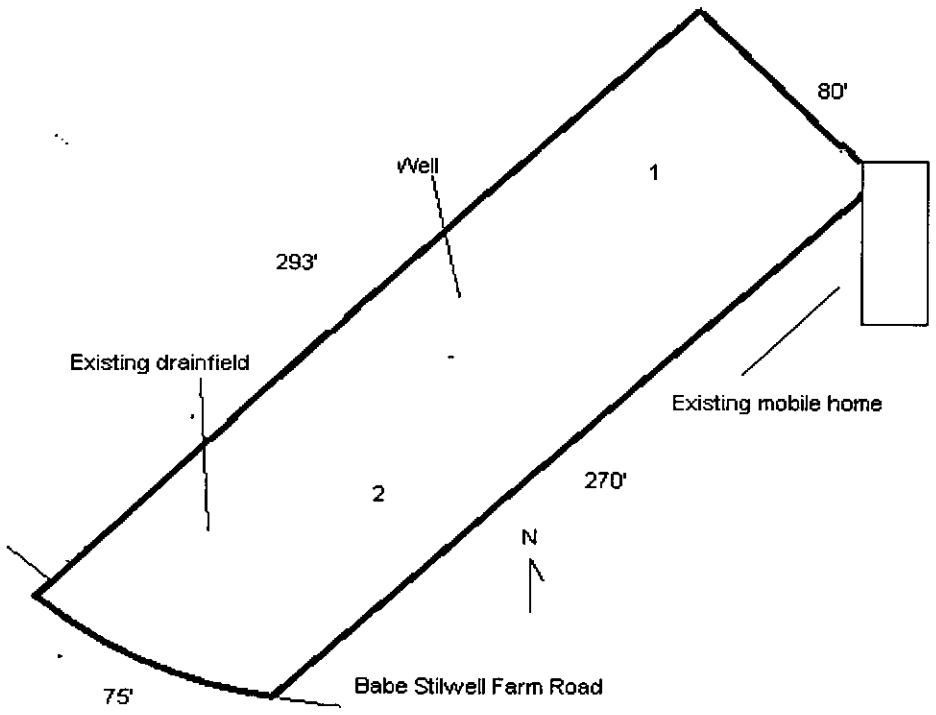
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 11/21/2005, W. R. Marlin
Others Present:

COMMENTS:
Does not appear to be 100% repair

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	

Sketch of Soil Evaluation Locations



NEED OFFER TO PURCHASE 700 N. TRYON ST. SUITE 211 CHAR. NC 28202 8-5 M-F

OWNER INFO 200.00 CK#497

GWS – RES. APP 07/05

#2151

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

11/15/05 FILE # 19155

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 009-151-39

STREET ADDRESS: 7429 BABE STILWELL FARM RD.

CITY: HUNTERSVILLE

STATE: NC ZIP: 28078

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT #:

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: 2370

NUMBER OF BEDROOMS: 4

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: SHEILA B. HYDE

ADDRESS: P.O. BOX 1220 444PD AV

CITY: Norwood

STATE: NC ZIP: 28128

HOME PHONE: WORK PHONE:

MOBILE PHONE: FAX:

POTENTIAL PURCHASER ~~LEGAL AGENT~~ FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ANNE AND ALAN ROSS

ADDRESS: 357 CHESTNUT AVE # 24

CITY: CARLSBAD

STATE: CA ZIP: 92008

HOME PHONE: 760-729-4041 WORK PHONE: 760-639-1439 ANNE

MOBILE PHONE: 760-717-5171 ANNE FAX: 760-639-1433 ANNE

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 12-2-2005

*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.

Owner's/Agent's Signature Date 11-15-05

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

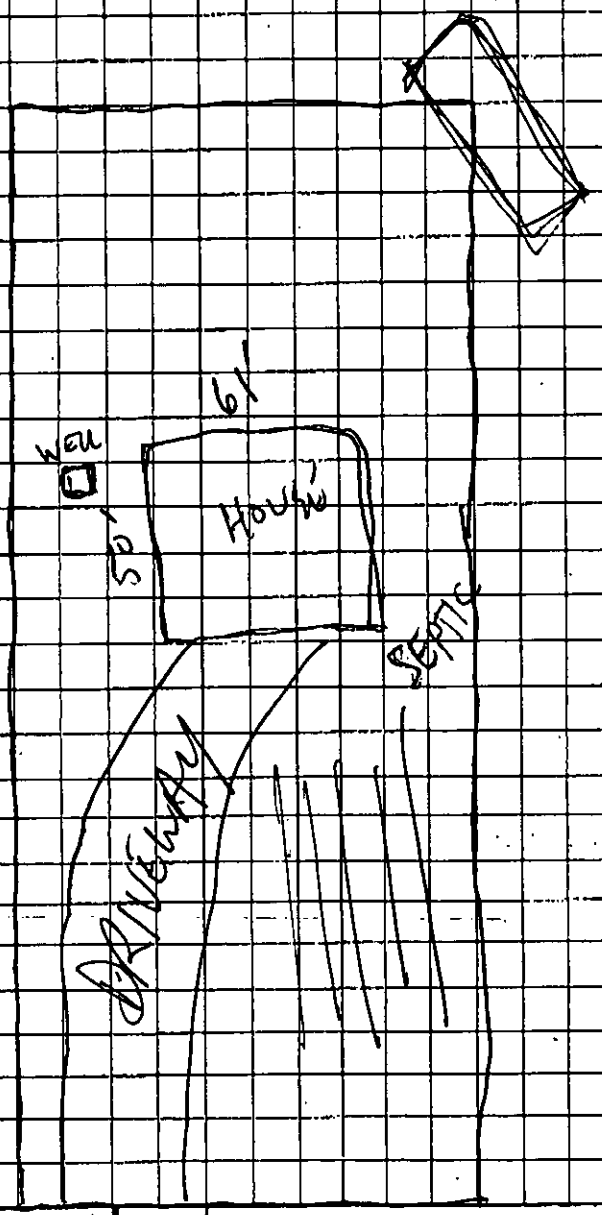
PROPOSED PLOT PLAN

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

FILE: K5155

TC: 005-151-39

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

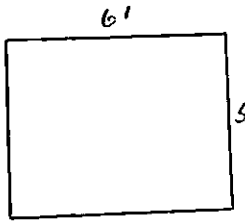


OWNER/AGENT SIGNATURE

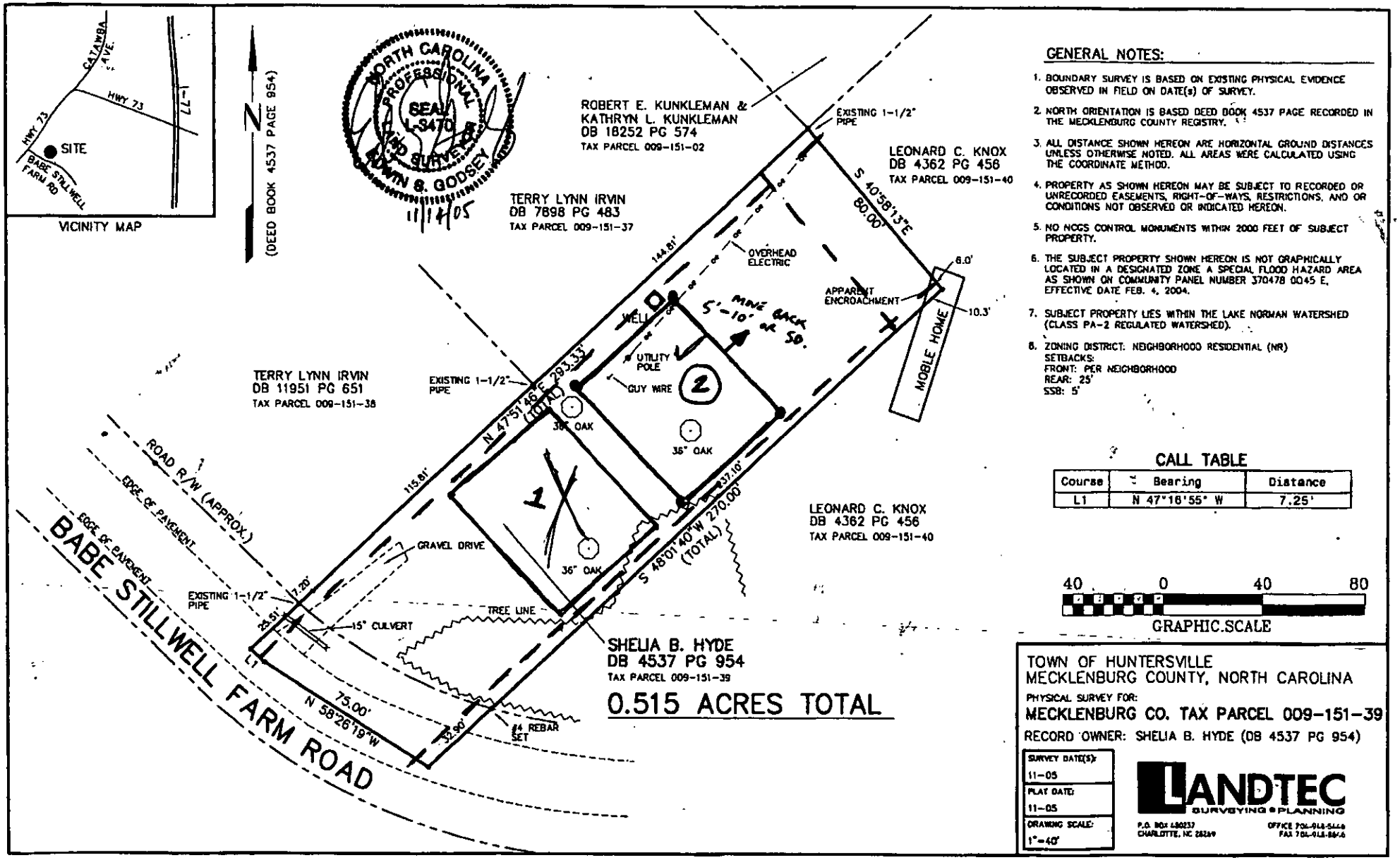
DATE 11-15-05

APPROVAL DATE _____

HOUSE WIDTH = 61'
HOUSE DEPTH = 50'



Nov 14 05 02:02p LANDTEC 704-948-8646 p.2



GENERAL NOTES:

1. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(s) OF SURVEY.
2. NORTH ORIENTATION IS BASED DEED BOOK 4537 PAGE RECORDED IN THE MECKLENBURG COUNTY REGISTRY.
3. ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
4. PROPERTY AS SHOWN HEREON MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS, AND OR CONDITIONS NOT OBSERVED OR INDICATED HEREON.
5. NO NGS CONTROL MONUMENTS WITHIN 2000 FEET OF SUBJECT PROPERTY.
6. THE SUBJECT PROPERTY SHOWN HEREON IS NOT GRAPHICALLY LOCATED IN A DESIGNATED ZONE A SPECIAL FLOOD HAZARD AREA AS SHOWN ON COMMUNITY PANEL NUMBER 370478 0045 E, EFFECTIVE DATE FEB. 4, 2004.
7. SUBJECT PROPERTY LIES WITHIN THE LAKE NORMAN WATERSHED (CLASS PA-2 REGULATED WATERSHED).
8. ZONING DISTRICT: NEIGHBORHOOD RESIDENTIAL (NR)
   SETBACKS:
   FRONT: PER NEIGHBORHOOD
   REAR: 25'
   SSB: 5'

CALL TABLE

Course	Bearing	Distance
L1	N 47°16'55" W	7.25'

TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA
PHYSICAL SURVEY FOR:
MECKLENBURG CO. TAX PARCEL 009-151-39
RECORD OWNER: SHELIA B. HYDE (DB 4537 PG 954)

SURVEY DATE(S):	11-05
PLAT DATE:	11-05
DRAWING SCALE:	1"=40'

LANDTEC SURVEYING & PLANNING
P.O. BOX 480237 CHARLOTTE, NC 28269
OFFICE 704-948-5446 FAX 704-948-8640

Oct 21 05 02:48p Robbie Massengill 828-478-3757 p.2

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 (Form 2A3-T).

ALAN AND ANNE ROSS, HUSBAND AND WIFE hereby offers to purchase and SHEILA HYDE, as Buyer, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereinafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of HUNTERSVILLE County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 7429 BABE STALLWELL FARM ROAD Zip 28078 Subdivision Name n/a Plat Reference: Lot n/a Block or Section n/a Tax # 00915139 shown on Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed Book 4537 at Page 959).

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 $ 46,000.00 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 _____ to be deposited and held in escrow by ALLEN TATE REALTORS ("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 effect 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 TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ N/A 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 50, N/A, or leave blank).

(d) $ 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.

(e) $ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 45,000 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 _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 90% LTV for a term of 15 year(s), at an initial interest rate not to exceed 5 1/2 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 10 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 11-30-2005 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.

(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: n/a

(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: None

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 $ N/A per N/A.

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 $ N/A 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 12-2-2005, at a place designated by Buyer. The deed is to be made to ALAN AND ANNIE ROSS HUSBAND AND WIFE. **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 11-20-2005 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 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 11-20-2005, 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 11-20-2005 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 appraisal, Buyer shall arrange to have the appraisal completed on or before 11-20-2005. 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 _____, 20_____, *time being of the essence.*

(the "Option Termination Date"). A: 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 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 a 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.)

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

15. 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.

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 received by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signature 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.

Date: 10-21-2005
X Buyer: Allen P Ross (SEAL)
Date: 10-21-2005
X Buyer: Mary C Ross (SEAL)

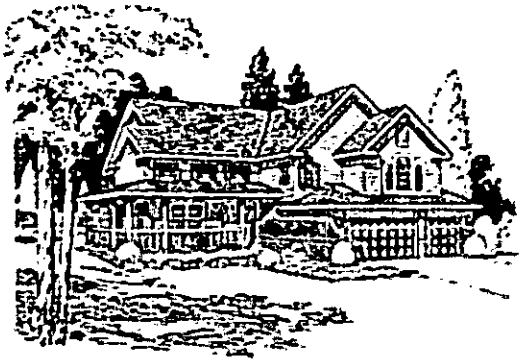
Date: 10-27-2005
Seller: [signature] (SEAL)
Date:
Seller: (SEAL)

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

Date: 10-21-2005
Firm: ALLEN TATE REALTORS
By: [signature] NC Broker 219806 (Signature)

Selling Agent/Firm/Phone: ROBBIE MASSENGILL 704 664 9333
Acting as ☒ Buyer's Agent ☐ Seller's (sub) Agent ☐ Dual Agent

Listing Agent/Firm/Phone: [signature] Marc Realty 704-469-1339
Acting as ☒ Seller's (sub) Agent ☐ Dual Agent



Plan No: 24255

Stories: 2
TLA: 2370
Main: 1370
Upper: 1000
Beds: 4
Baths: 3

Two-Story Living Areas

A short railing and high plant shelf divide the foyer from a two-story living room, which enjoys a view of the angled porch. The rear dining room conveniently accesses a kitchen that shares its bay window with the nook. From there, it's just a few steps down into a fireplace-warmed family room with a skylight set in its two-story ceiling. A secluded study lies between the family room and garage. Two bedrooms are located near a full bath on the second floor, while the master bedroom rests secluded in the back corner. The bonus room over the garage adds 194 square feet. This home is designed with a basement foundation.

Data Table for Plan 24255

Stories	2	Units	1	Total Living Area	2370 sq. ft.
Total Bedrooms	4	Porch	N	Main Living Area	1370 sq. ft.
Total Baths	3	Deck	N	Upper Living Area	1000 sq. ft.
Full Baths	2	1st Floor Master	N	Lower Living Area	0 sq. ft.
3/4 Baths	0	2nd Floor Laundry	N	Bonus	194 sq. ft.
Half Baths	1	Garage	*	Garage Type	attached
Exterior Wall Size	4"	Exterior Insulation	R15	Garage Bays	2
Max Ridge Height	30'0"	Main Ceiling Height	na	House Width	60'9"
Primary Roof Pitch	8:12	Upper Ceiling Height	na	House Depth	49'4"
Roof Load	45 psf	Vault Ceiling Height	na	Foundation Options (includes all):	
Roof Framing	truss	Tray Ceiling Height	na	basement	
Supplementary Items:		Materials List	Y	Zip Quote	N
Mirror Image Reverse	Y	Right Reading Reverse	N	Reproducible Available	Y

(Any information that is not relevant or available is marked with na.)