


4915 PLEASANT WAY LN

20146122

12/31/2007

duponbj

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

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 28276 DATE: 4/17/00

TC: 201-063-01RPL ☒ CRT ☐

SERIAL Nº 18134

Name of Owner RONALD H. STACK Juris.:

Address of Property 495 PLEASANT WAY LANE

**Inspection Data:**

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 3 @ 133'

Cover Depth 18"

Water Supply Source WELL

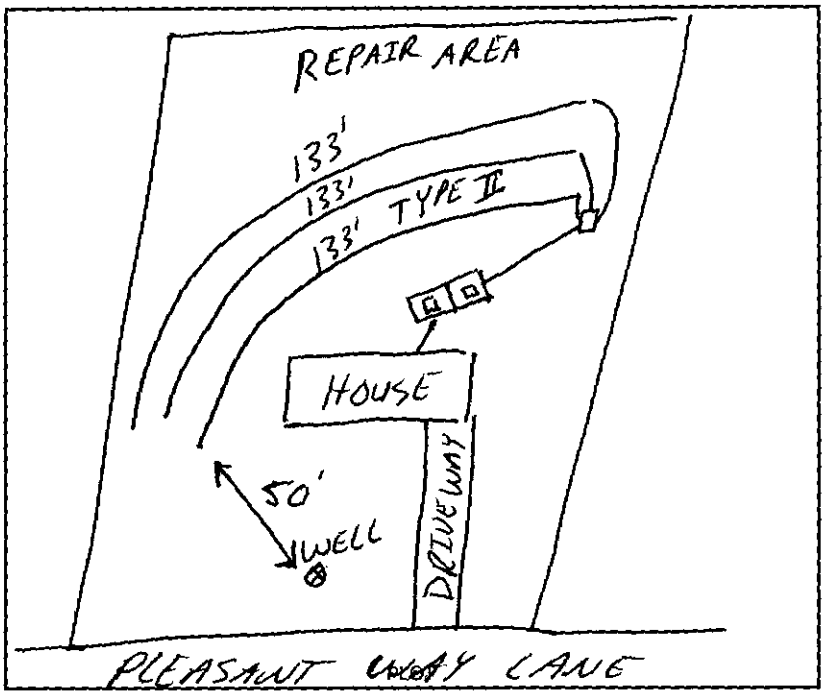
Distance to Water Source > 50'

Excavation Inspected 4/17/00

Tank(s) Inspected 4/17/00

Wash Line Inspected NA

High Water Alarm Inspected NA




Design 2000, 1500 ST, 1200 SFT, CON, 12"G, Type II CTR# AUTREY

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

☒ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: System designed for 3 bedroom House
Type II Conventional System
3 lines x 133' x 12" stone (400 TLF)

Tommy P. Michelsen
Environmental Health Specialist

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

# INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

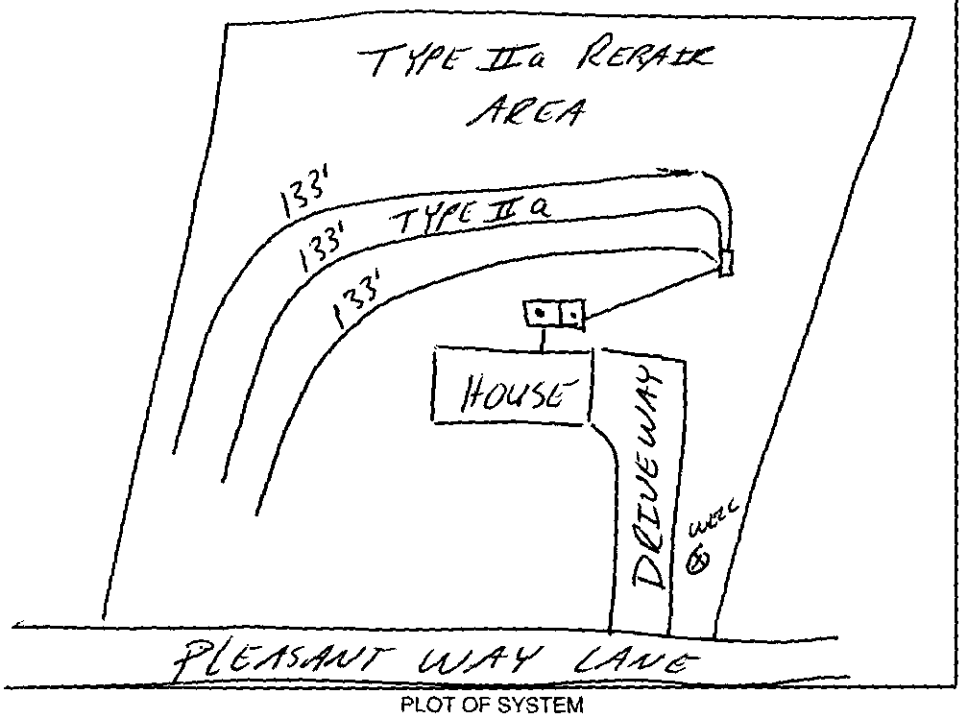
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2827B DATE: 4/5/00

TC: 201-063-01P0 ☒L

SERIAL Nº 18386

Permission is hereby given to ~~Install~~ or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated _____. All work shall be completed on or before 5/5/00, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.




PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 18"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous YES

Total Line Length 400' feet

Number of Lines 3 lines x 133'

Depth of Stone 12" inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >50' feet

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

NAME OF OWNER RONALD H. STACK

LOCATION OF PROPERTY Pleasant Way LANE

Comments: System Designed for 3 Bedroom House

Install 3 lines x 133' x 3' Wid Type IIa [redacted]

[redacted]

Tommy P. Mecklone
Environmental Health Specialist

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

w. chk # 735

FEE: 200 AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: 7/9/99 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: _____ PERMIT NO: 2827B
PARCEL NO: 201 063 01 PO

JOB LOCATION ADDRESS: Pleasant Way Ln
PROPERTY OWNER: George Grant (Pos Buyer Ronald H Stack)
BUILDING CONTRACTOR: Ronald Stack
SUBDIVISION NAME: —
AUTHORIZATION ISSUED BY: Phillip S. Walker DATE: _____
DEHNR AUTHORIZED AGENT

## AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2827B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: _____

## OWNER CERTIFICATION

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

Ronnie Stack 4-9-99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CHARGE

**MECKLENBURG COUNTY HEALTH DEPARTMENT**
**ENVIRONMENTAL HEALTH DIVISION**

**Charge Slip**

Date: 4-9 99

Name/Company: Ron Stack

Sanitation _____

Vector Control _____

IWWS ✓

Service: Pay remaining fee for file 2827-B Balance of Improvement permit fee

Fee: $ 200.00 ck # 0735

NOTICE:

*A processing fee of $20.00 will be charged* for all returned checks in accordance with N.C. General Statute 25-3-512.

Kelly Randall
Completed by

Collected by

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

#1

Sheet: _____
Property ID: PO 201-06301
Lot #: #1
File #: 2527B

# SOIL/SITE EVALUATION
## *for* ON-SITE WASTEWATER SYSTEM

OWNER: George L. Dawes
APPLICANT: Ron Slaith
ADDRESS: Box 220886, Charlotte
DATE EVALUATED: 1-26-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360GPD PROPERTY SIZE: .5
LOCATION OF SITE: Pleasant Way Farm PROPERTY RECORDED: _____
WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒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 | .1956 SAPRO CLASS | .1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS | 0-2" | gr/cl | Fr/SExPl SS/SP | 7.46" TO soil wetness | 48" | N/A | None | PS .391 Fr IV |
| | | 2-39" | SBK/c | F:/SExPl S/P | | | | | |
| | | 39-46" | SBK/c cl | Fr/SExP/SS/SP | | | | | |
| 2 | LS | 0-3" | gr/cl | Fr/SExPl SS/SP | 7.46" TO soil wetness | 48" | N/A | None | PS .391 Fr IV |
| | | 3-46" | SBK/c | F:/SExPl S/P | | | | | |
| | | 46-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |
| 3 | LS | 0-5" | gr/cl | Fr/SExP/SS/SP | 7.46" TO soil wetness | 48" | N/A | None | PS .391 Fr IV |
| | | 5-40" | SBK/c | F:/SExPl S/P | | | | | |
| | | 40-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |
| 4 | LS | 0-5" | gr/cl | Fr/SExPl SS/SP | 7.46" TO soil wetness | 46" | N/A | None | PS .391 Fr IV |
| | | 5-47" | SBK/c | F:/SExPl S/P | | | | | |
| | | 47-48" | SBK/cl | Fr/SExPl SS/SP | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| DESCRIPTION | INITIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | P3 | P3 |
| System Type(s) | | |
| Site LTAR | | |

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally suitable
EVALUATED BY: W. B. Mauldin, Jr. representative
OTHER(S) PRESENT: LSS 4-7-99

LOT #1

FILE # 2627B

COMMENTS 1007 Repair

| LANDSCAPE POSITION | GROUP | TEXTURE | .1955 LTAR |
|---|---|---|---|
| R-RIDGE | I | S-SAND | 1.2-0.8 |
| S-SHOULDER SLOPE | | LS-LOAMY SAND | |
| L-LINEAR SLOPE | | | |
| FS-FOOT SLOPE | II | SL-SANDY LOAM | 0.8-0.6 |
| N-NOSE SLOPE | | L-LOAM | |
| H-HEAD SLOPE | | | |
| CC-CONCLAVE SLOPE | III | SI-SILT | 0.6-0.3 |
| CV-CONVEX SLOPE | | SICL-SILTY CLAY LOAM | |
| T-TERRACE | | CL-CLAY LOAM | |
| FP-FLOOD PLAIN | | SCL-SANDY CLAY LOAM | |
| | IV | SC-SANDY CLAY | 0.4-0.1 |
| | | SIC-SILTY CLAY | |
| | | O-ORGANIC | |

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

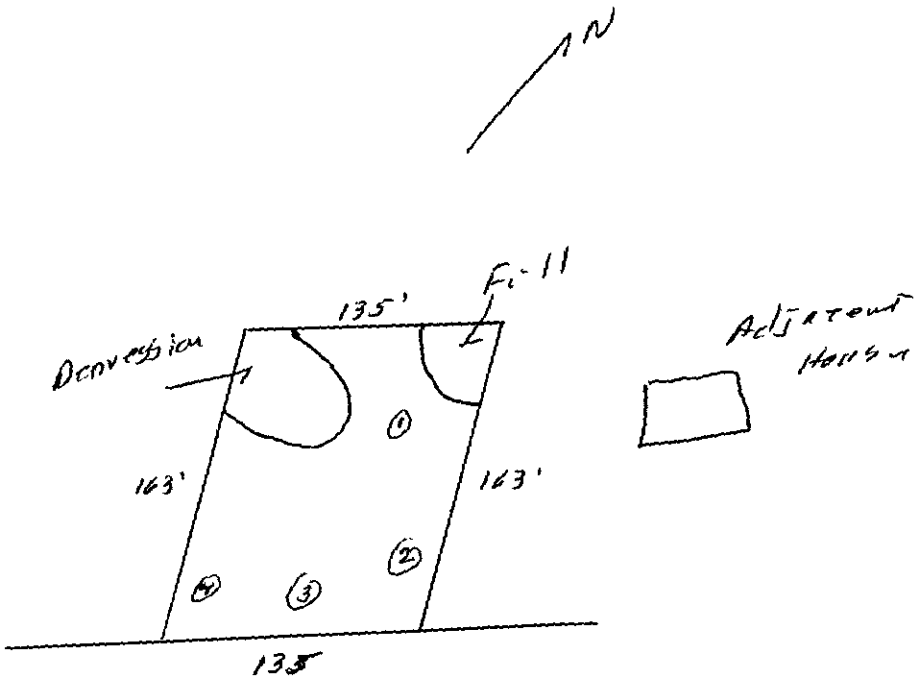
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



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

Sheet: _____

Property ID: PO 201-063-01

Lot #: 1

File #: 28218

Lot 1

#2

40°

# SOIL/SITE EVALUATION
## *for* ON-SITE WASTEWATER SYSTEM

OWNER: George L. Faust

APPLICANT: Ronald Stark

ADDRESS: Po Box 220888 Charlotte

DATE EVALUATED: 1-26-99

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360 PROPERTY SIZE: .35

LOCATION OF SITE: Pleasant Way Lane PROPERTY RECORDED: _____

WATER SUPPLY: ☑Private ☐Public ☑Well ☐Spring ☐Other _____

EVALUATION METHOD: ☑Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☑Sewage ☐Industrial Process ☐Mixed

| PROFILE # | Slopes 2-8% .1940 Landscape Position/ Slope % | Horizon Depth (IN.) | SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE | SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY | OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR | .1943 SOIL DEPTH | .1956 SAPRO CLASS | .1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS | 0-2" | gr l cl | Fr/SE SP/SP | 7.5YR 5/8 TO 10YR 5/1 WETNESS | 48" | N/A | None | PS .39/F2 LE |
| | | 2-39" | SA M C | Fi/SE SP/SP | | | | | |
| | | 39-48" | SA M Cl | Fr/SE SP/SP | | | | | |
| 2 | LS | 0-3" | gr l cl | Fr/SE SP/SP | 7.5YR 5/8 TO 10YR 5/1 WETNESS | 48" | N/A | None | PS .39/F2 LE |
| | | 3-46" | SA M C | Fi/SE SP/SP | | | | | |
| | | 46-48" | SA M Cl | Fr/SE SP/SP | | | | | |
| 3 | LS | 0-5" | gr l cl | Fr/SE SP/SP | 7.5YR 5/8 TO 10YR 5/1 WETNESS | 48" | N/A | None | PS .39/F2 LE |
| | | 5-40" | SA M C | Fi/SE SP/SP | | | | | |
| | | 40-48" | SA M Cl | Fr/SE SP/SP | | | | | |

| DESCRIPTION | INTIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | US | US |
| System Type(s) | | |
| Site LTAR | .39/F2 | .39 F2 |

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): Unsuitable

EVALUATED BY: W.R. Marlin

OTHER(S) PRESENT: _____

26273

**COMMENTS** 100% Repair

| LANDSCAPE POSITION | GROUP | TEXTURE | .1955 LTAR |
|---|---|---|---|
| R-RIDGE | I | S-SAND | 1.2-0.8 |
| S-SHOULDER SLOPE | | LS-LOAMY SAND | |
| L-LINEAR SLOPE | | | |
| FS-FOOT SLOPE | II | SL-SANDY LOAM | 0.8-0.6 |
| N-NOSE SLOPE | | L-LOAM | |
| H-HEAD SLOPE | | | |
| CC-CONCLAVE SLOPE | III | SI-SILT | 0.6-0.3 |
| CV-CONVEX SLOPE | | SICL-SILTY CLAY LOAM | |
| T-TERRACE | | CL-CLAY LOAM | |
| FP-FLOOD PLAIN | | SCL-SANDY CLAY LOAM | |
| | IV | SC-SANDY CLAY | 0.4-0.1 |
| | | SIC-SILTY CLAY | |
| | | O-ORGANIC | |

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

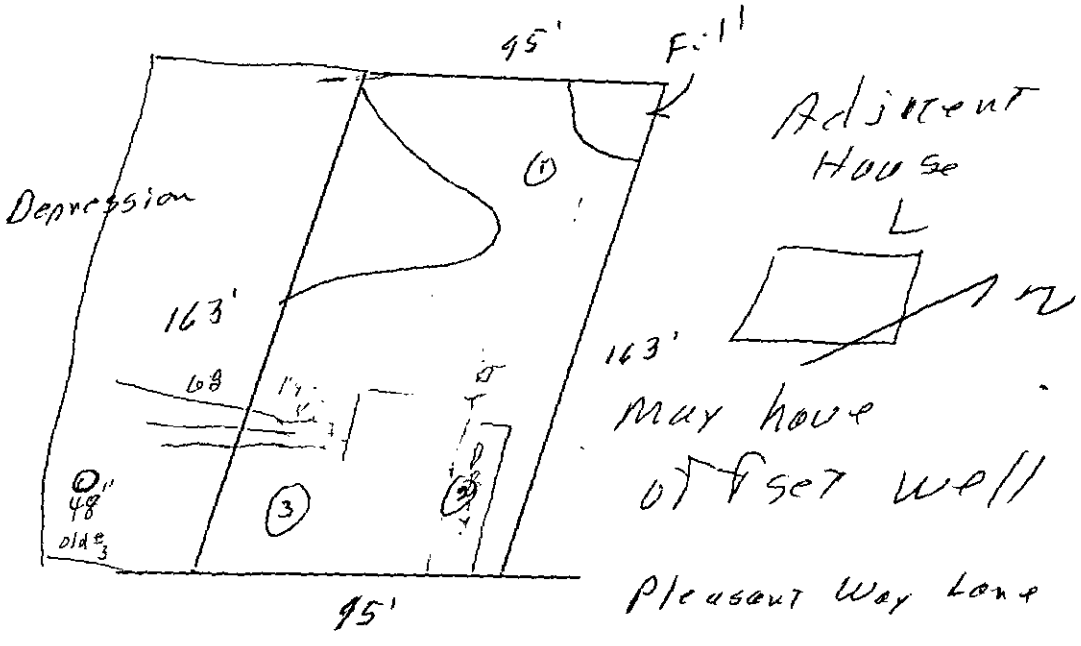
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE




Lot 1

Permit Number: 2827B

Tax Number: 01 065 01 90

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

| | | | | |
|---|---|---|---|---|
| Basement | ___ Yes | ✓ No | ___ Partial Basement | |
| Type Primary Wastewater System<br>Type (circle one):<br>I (II) III IV V VI | ✓ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ___ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 | |
| .3 Long-term acceptance rate | 360 Max gallons/day wastewater flow | 1200 Absorption Area (sq ft) | 9' Trench spacing (min. on centers) | |
| Yes Serviced by private well | 1500 Gallon septic tank | 400' Total trench length (ft) | 24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions) | |
| 3 Bedrooms in residence | NA Gallon pump tank | 12" Depth of stone | | |
| Any surface waters present: NO Type: | | Minimum separation distance: | | |
| Site modifications required: | | | | |
| Additional Conditions: | | | | |

| | | | | |
|---|---|---|---|---|
| Repair Area System Type<br>Type (circle one):<br>I (II) III IV V VI | ✓ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ___ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 | |
| 1200' Absorption Area (Sq ft)<br>400' Total Trench Length (Ft) | 12" Depth of Stone Trench | 9' Trench spacing (min. on centers) | 24" Maximum Trench Depth | |
| For existing system, enter the year originally installed: | | | | |

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in eff 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 Departm
- This Improvement permit is transferable.

Phil A. Walker RS — DEHNR Authorized Agent — Date

× [signature] — Owner/Agent Signature — 4-9-99 Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

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

FEE: 110.00 CK 2377
DATE: 1/13/99 SC

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

1 1 CRT

TYPE APPLICATION: ___ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

FILE #: 28278

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 201-063-01 001 pp

STREET ADDRESS: ~~4919~~ 9116 Shapton Rd

TYPE OF BUILDING (CHECK ONE):

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 1

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1500

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 1-18-99

FOUNDATION FOR RESIDENCE:

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

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ___ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

___ COMMUNITY (C)
___ MUNICIPAL (M)
✓ PRIVATE WELL (P)
___ SHARED WELL (S)
___ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES ___ YES ✓ NO
EXISTING WASTEWATER SYSTEMS ___ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS ✓ YES ___ NO
WELL, SPRINGS OR WATERLINES ✓ YES ___ NO
DESIGNATED WETLANDS ___ YES ✓ NO

| PROPERTY OWNER: | LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: |
|---|---|
| NAME: (LAST) GAUNT (FIRST) GEORGE (MI) L. | NAME: (LAST) STACK (FIRST) RONALD (MI) HOWARD |
| ADDRESS: PO BOX 220888 | DAYTIME PHONE: 704 523-4738 |
| CITY: CHARLOTTE STATE: NC ZIP: 28222 | 5216 Valleystream Rd |
| DAYTIME PHONE: 704 372 4600 | Clt. N.C. 28209 |

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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

SIGNED: Ronnie Stack DATE: 1-12-99

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

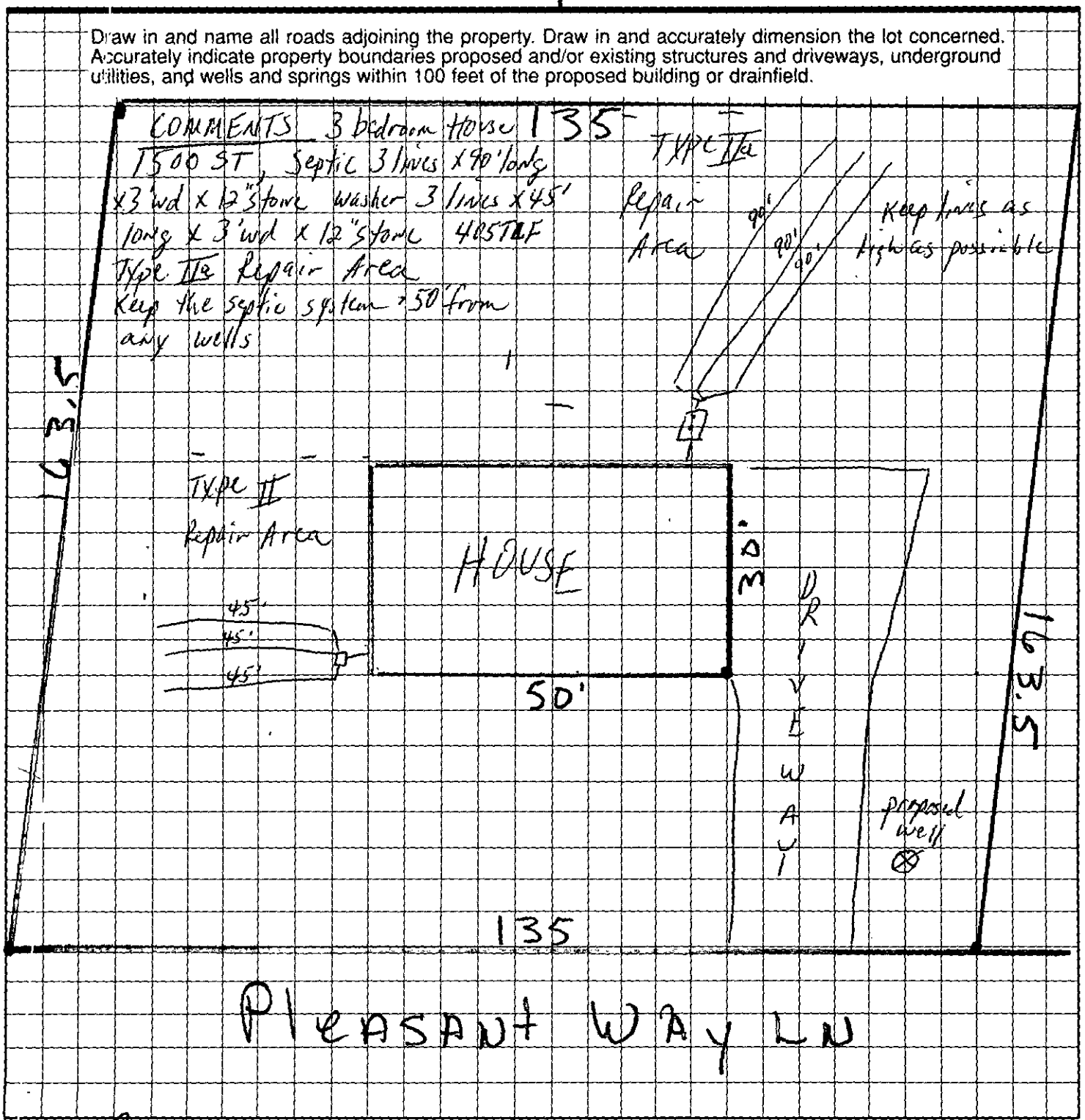
# PROPOSED PLOT PLAN

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

FILE: 2827B

TC: 201-063-01PO

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.




Ronald H. Stack
OWNER/AGENT SIGNATURE

DATE 2-4-99

APPROVAL DATE _____

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

A120-10
R120-04

# AGREEMENT TO SELL REAL ESTATE

George L. Gaunt / Barbara Fields-Gaunt, of P.O. Box 220888 Charlotte, N.C. 28222 as Seller, and Ronald Howard Stack, 5216 Valleystream Rd. Charlotte, NC as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSACTIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in Pleasant Way Lane Mecklenburg County, State of North Carolina: Being 1.5± acres consisting of the Gaunt property bordering Pleasant Way and extending 193.55 feet deep consistent with the other adjoing lots in the subdivisi

2. PURCHASE PRICE $40,000.00 Dollars. Method of Payment:

(a) Deposit to be held in trust by George L. Gaunt $1,000.00

(b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any, Mortgage holder: $N/A

Interest % per annum: Method of payment

(c) Other: $N/A

(d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). $39,000.00

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: None. Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

N/A 7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

N/A 8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are required either to correct leaks or to replace damage to facia or soffit, Seller shall pay up to three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract.

N/A 9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.

0 53926 20005 4

© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.
Rev. 4/98

10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer. N/A

11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time. N/A

12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.

14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, ~~and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.~~

15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof. N/A

17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability. N/A

18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted. N/A

19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the 18th day of January, 1999 (year), unless extended by other provisions of this contract.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

22. RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit. N/A

23. LEAD PAINT DISCLOSURE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." N/A

24. SPECIAL CLAUSES: Buyer will have percolation tests performed for three septic systems on the property. In the event property does not perc, Seller will refund Buyer's deposit and this contract will be voided.

COMMISSION TO BROKER: The Seller hereby recognizes _____ as the Broker in this transaction, and agrees to pay as commission _____% of the gross sales price, the sum of _____ Dollars ($_____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Barbara Grant 12/22/98
Witness Date

Ronald Howard Stark 12-22-98
Buyer Date

Julie M. Isaacs 12/16/98
Witness Date

Barbara Fields-Grant 12/16/98
Seller Date

Julie M. Isaacs 12/16/98
Witness Date

Barbara Fields-Grant 12/16/98
Seller Date

Seller will have the property surveyed and furnish a copy of the survey to the Buyer.